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Subdivision Covenants and Restrictions

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DECLARATION OF COVENANTS & RESTRICTIONS

This Declaration made this 20th day of August, 1972, by Sugar Creek Development Group, Inc., Managing General Partner, Robert B. McClain, President and The Kelly Group, Richard G. Kelly, Betty J. Kelly and Jayne Kelly, General Partners.

WITNESSETH:

WHEREAS, the following facts are true:

1. Declarant is the sole owner of the fee simple title to the real property located in Hancock County, Indiana, more particularly described on Exhibit A and incorporated herein by reference, upon which the Declarant may, but is not obligated to, construct residential facilities.

2. Declarant desires to provide for the preservation and enhancement of the property values in SUGAR CREEK VALLEY ESTATES and to this end desires to subject the Property to the covenants, restrictions and easements set forth herein, each and all of which is and shall be for the benefit and for the use and enjoyment of all persons and the public.

NOW, THEREFORE, Declarant hereby declares that all of the lands in the Property as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following restrictions. All of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole. All of the restrictions shall be enforced upon the parties having land and shall be binding upon the Declarant and any successors and assigns, legal or equitable, of any right, title or interest, or acquiring any right, title or interest in the Property or any part thereof subject to the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same and from time to time amended.

1. Definitions: The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

A. Declarant means Sugar Creek Development Group, the owner of the Property at the time of the recording of this Declaration, its successors and assigns in interest, or any person designated by it in a recorded instrument as having rights hereunder, other than persons purchasing the Property or parts thereof from the Declarant (unless the conveyance indicates an intent that the grantee assumes the rights and obligations of the Declarant).

B. Sugar Creek Valley Estates means the name of the Declarant's development of which the Property is a part thereof.

C. Owner means every person or persons or entity or entities who is the record owner of a fee or undivided fee interest in the Property, including their heirs, successors, legal representatives or assigns.

D. Restrictions means the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same and from time to time amended.

2. A Building Control Committee shall be created which will be known as SUGAR CREEK VALLEY ESTATES Building Control Committee and shall consist of three members as may be selected by the initial members of this committee. The members of said committee shall be elected by the members of said committee, jointly by the persons who have contributed to it a reasonable amount of the cost of organizing the committee. The members of said committee shall be responsible for the enforcement of all applicable regulatory codes, rules and regulations of and location of building or structure of any kind, including additions, alterations, fences, screening and walls shall be erected or altered on the property until the plans and specifications for such building or structure of any kind have been submitted to and approved by the Building Control Committee in writing before any construction has begun. The plans and specifications shall be in compliance with building, plumbing and electrical regulations of and location of building or structure of any kind, including additions, alterations, and any structural defects in such plans or specifications shall be subject to review by the Building Control Committee. Approval of plans and specifications shall be required for any structural defects in such plans or specifications. The building or structure shall be designated on site plan and specifications. Approval of plans and specifications shall be reviewed by the Building Control Committee prior to the issuance of permit by the Hancock County Code Official. The building or structure erected according to such plans and specifications shall be subject to review by the Building Control Committee prior to the issuance of permit by the Hancock County Code Official. The building or structure shall be designated on site plan and specifications. Approval of plans and specifications shall be reviewed by the Building Control Committee prior to the issuance of permit by the Hancock County Code Official.

4. Front building setback is 20 feet. All street cuts and driveways shall be made using a hard surface material. All streets and driveways shall be paved with asphalt or concrete.

5. Drainage ditches and (ditches) at right-of-way and on dedicated storm drain pipe in the soil. All streets and driveways shall be paved with asphalt or concrete.

6. Any property owner alter or move easements to other properties. All streets and driveways shall be paved with asphalt or concrete.

7. No fences, wall, hedge, eight lines and elevations shall be placed or permitted by the triangular area formed by the connecting lines of feet from 15 feet for minor streets and 30 feet for major streets, for a triangle extended. The same limit shall be located within 10 feet of the edge of the driveway or be located within 70 feet of the drainage structures shall be located.

8. No septic tank or septic system shall be permitted on any lot in this subdivision.

9. All numbered lots shall be planted with trees.

10. All trees shall be planted on the rear of the lot. Trees shall be at least 20 feet apart from each other.

11. The minimum square footage of the house shall be 1,000 square feet, and the minimum square footage of the house including the attached garage shall be 1,500 square feet. The minimum size of the house shall be 30 feet x 30 feet, with a minimum of 800 square feet of living area.

12. No trailers or campers shall be permitted on any lot in this subdivision.

13. No farm animals, poultry or other pets shall be permitted on any lot in this subdivision.
EK VALLEY ESTATES
PHASE 1

1976, by Sugar

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(i) 5. Drainage swales (ditches) along dedicated roadways and within the
right-of-way, or on dedicated drainage easements, are not to be altered,
degraded, filled, or otherwise changed without the written
permission of the Hancock County Drainage Board (Commissioners).

4. Front building setback lines are hereby established as shown
on this plat, between which lines and property lines of the streets
there shall be erected or maintained no buildings or structures. The
strips of ground shown on this plat and marked drainage and utility
easement are reserved for the use of the public utilities for the
installation of water and sewer mains, poles, ducts, lines and wires,
and to the easement herein reserved. No permanent or other structures
are to be erected or maintained on said strips of land, but owners of
lots in this subdivision shall take their titles subject to the rights
of the public utilities, and to the rights of the owners of the other
lots in this subdivision.

5. Drainage swales (ditches) along dedicated roadways and within the
right-of-way, or on dedicated drainage easements, are not to be altered,
degraded, filled, or otherwise changed without the written
permission of the Hancock County Drainage Board (Commissioners).
Property owners must maintain these swales as sodded grassways or
new, non-erosion surfaces. Water from roof or parking areas must be
contained on the property long enough so that said drainage swales or
ditches shall be maintained by such means as drainage swales may be constructed
over these swales or ditches only when appropriate sized culverts are
installed as set out in 7-52.9 of the Hancock County Subdivision Control
Ordinance.

6. Any property owner altering, changing or damaging the drainage
swales or ditches will be held responsible for such action and will be
given 10 days notice by registered mail to repair said damage, after
which time, if no action is taken, the Hancock County Drainage Board
(Commissioners) will cause said repairs to be accomplished, and the bill
for such repairs will be sent to the affected property owner for
immediate payment.

7. No fences, wall, hedge, or shrub planting which obstructs
sight lines or elevations between 2.1 feet and 8 feet above the street
shall be placed or permitted to remain on any corner lot within the
triangular area formed by the street right-of-way lines and a line
counting 40 feet from the intersection of said street lines (40
feet for minor streets and 75 feet for arterial streets) or in the case of
a rounded property corner from the intersection of the street right-of
way lines extended. The same sight line limitations shall apply to
any lot within 10 feet of the intersection of a street right-of-way line
with the edge of the driveway pavement or alley line. No driveway shall
be located within 50 feet of the intersection of two streets lines. No
drainage structures shall be located within driveway limits.

8. No sump pump drains or other drains shall outlet on to the
street.

9. No trees shall be planted in the Hancock County right-of-way.

10. All numbered lots in this subdivision shall be designated as
residential lots. Only one single family dwelling with an attached
two or three car garage shall be permitted on one lot. No single
family dwelling shall exceed two and one-half stories or thirty-five
(35) feet in height. No two-family or multi-family dwellings shall
be permitted on any lot in this subdivision.

11. The minimum square footage of living space of dwellings
constructed on various residential lots in this Development, exclusive
of porches, terraces, garages, carports, accessory buildings, or
unfinished basements shall contain no less than 2000 square feet of
ground floor living area for a one-story structure or 1400 square feet,
of minimum ground floor area if higher than one-story, provided higher
than one-story structures shall have a minimum of 2000 square feet of
total living area, and each dwelling shall have a two or three
garage. All driveways and vehicle parking areas shall be hard
surfaced with either concrete, asphalt, or brick. No gravel or stone
driveways will be permitted.

12. No trailers or tents, and no accessory or temporary buildings or
structures shall be permitted upon any lot within this subdivision
excepting temporary mobile structures and parking for construction
purposes.

13. No farm animals, fowl, or domestic animals of any kind shall be
bred, raised or kept on any lot in this subdivision. Generally
recognized house pets are permitted in reasonable numbers provided these
are not bred, raised, bred or kept for commercial purposes. All pets
when outside must be kept under control by their owners and must
don't become a nuisance to other residents.

14. The property shall consist of

a. the following:
   i. The property
   j. the boundaries of the property
   k. The property
   l. The property
   m. The property
   n. The property
   o. The property
   p. The property
   q. The property
   r. The property
   s. The property
   t. The property
   u. The property
   v. The property
   w. The property
   x. The property
   y. The property
   z. The property

15. The property shall consist of

a. the following:
   i. The property
   j. The property
   k. The property
   l. The property
   m. The property
   n. The property
   o. The property
   p. The property
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   r. The property
   s. The property
   t. The property
   u. The property
   v. The property
   w. The property
   x. The property
   y. The property
   z. The property
14. The temporary turn around easement permits vehicular access to allow turning around at the end of a dead end street. Upon the legal extension of said dead end street, the temporary turn around easement is vacated to abutting property owners.

15. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum setback lines shown on the plat. No accessory building shall be located closer to any front or side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.

16. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.

17. Driveway pipes, where required, shall be a minimum of 12 inches in diameter.

18. No noxious or offensive activities shall be carried on or permitted to exist on any lot in this subdivision, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

19. In order to maintain the standards of this subdivision, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere thereon. Failure to comply shall warrant the Declarant to cut such weeds or clear the refuse from the land at the expense of the owner, and there shall be a lien against said land for the expense thereof.

20. All lot owners must begin construction no later than thirty (30) days from the date of closing. All construction commenced on any lot within this subdivision shall be completed within 120 days unless circumstances beyond the reasonable control of the owner shall warrant an extension. Failure to comply with this provision shall result in the owner being subject to the provisions of this covenant.

21. No billboards or advertising signs of any character shall be exhibited in any way above the property or any part thereof or on any improvement thereon without the written approval of the Declarant, except one profession sign of not more than one (1) square foot, or one sign not more than six (6) square feet advertising the sale of the property.

22. All electrical service, telephone and other utility lines shall be placed underground. No satellite dishes, outside antennas, poles, masts, solar panels or towers shall be permitted on any lot in this subdivision, unless approved in writing by the Declarant, and in no event shall such structures extend more than five (5) feet above the highest point of the roof.

23. Each residence shall have an exterior constructed of no less than 50% brick or stone. The roof shall be no less than 3/12 pitch. These requirements may be waived by the Sugar Creek Estates Building Control Committee. All waivers must be made in writing.

24. All driveways shall be constructed of new materials and be in appearance with the residence on the lot on which the building is being built.

25. No billboards or advertising signs of any character shall be exhibited in any way above the property or any part thereof or on any improvement thereon without the written approval of the Declarant, except one profession sign of not more than one (1) square foot, or one sign not more than six (6) square feet advertising the sale of the property.

26. All lots shall be accessed from the interior streets of this subdivision, with the following lot exception:

27. It will be mandatory that all lot owners join and participate in Sugar Creek Valley Estates Homeowners Association. All lot owners are subject to the decisions made by the Officers & Board of Directors of this association regarding enforcement of covenant restrictions, deed restrictions, and maintenance of all points of all ingress/egress. These points of ingress/egress will be maintained by the developer until such time that 80% of the lots are sold.

30. The easement for landscape maintenance is for the purpose of providing access to maintain the grassed areas and landscaping installed by the Declarant until eighteen (18) months have been sold to in the street owners of such abutting lots, these areas in conformity with the landscaping, as installed by the Declarant or destroyed except for reasonable use.

31. Any owner or Declarant, a proceeding for sale or in the event that Declarant has been sold to a person of the right to do so through a court of competent jurisdiction, any sale shall be under the same circumstances and restrictions as were in effect at the time of sale and the event that Declarant shall be kept as in effect the event that Declarant shall be kept.

32. The foregoing covenants and restrictions shall be binding on the successors of the lot owners in the same manner as the original lot owners.

33. In the event that a lot owner is unable to comply with these restrictions, every combination of these restrictions shall be held in effect for the period of time that the lot owner is unable to comply with these restrictions, and be without effect upon the quality of any other of the rest.

34. The Declarant, his successors and assigns, may from time to time, by written amendment hereto, increase or decrease the restrictions herein contained in the Declarant shall be held in effect for the period of time that the lot owner is unable to comply with these restrictions, and be without effect upon the quality of any other of the rest.

35. The streets not here to the public as shown upon the map of the Sugar Creek Valley Estate, as recorded in the Office of the Recorder, Marion County, Indiana.
GAR CREEK VALLEY ESTATES
PHASE 1

The document permits vehicular access to the rear of the lots. Upon the legal temporary turn around easement is

ed on any lot nearer to the front of the lot than the minimum building setback line. No accessory building shall be

a yard from the property line. The primary structures shall be located closer to any rear

installed by Declant. Declant shall maintain such areas and

landscape. No structures or landscaping shall be

to the then owners of such abutting lots, shall be required to maintain these areas in conformity with this subdivision and these covenants. Landscaping, as installed by Declant, shall not be removed, replaced or

be a minimum of 12 inches
division of this subdivision, nor shall anything be done or omitted to any person for failure to
to comply shall warrant the failure to comply shall be

the said land for the period of 10 years, the said land within this subdivision shall be

in the event of the death of the said land owner the

this subdivision shall be owned by the shareholders of the corporation

planned, and placed on any lot nearer to

phone and other utility lines, satellite dishes, outside antennas, and shall be approved by Declant, and in

constructed of new materials and residence on the lot on which the

signs of any character shall

approved by Declant, and such signs shall be limited to one square foot, or feet, in the event that the parcel

from the interior streets of this

A. Sugar Creek Valley Estates

B. Declant.

C. Declant.

D. Sugar Creek Valley Estates

E. Declant.

F. Declant.

G. Sugar Creek Valley Estates

H. Declant.

I. Sugar Creek Valley Estates

J. Declant.

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W. Declant.

X. Declant.

Y. Declant.

Z. Declant.