Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.
PLANTATION, SECTION TWO. All streets shown and not heretofore dedicated are hereby dedicated to the public.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the street there shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked drainage and utility easement (D & U.E.) or drainage easements (D.E.) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, line and wires, and/or drainage facilities. The strips of ground are subject to all times to the proper authorities and to the easement herein 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.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

1. Drainage Swales. (Ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tilled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by washout. Driveways may be constructed over these swales or ditches only when appropriately sized culverts are installed as set out in 7-52.9 of the Hancock County Subdivision Control Ordinance.

2. Altering Drainage Swales. 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.

3. Corner Lots. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 7.5 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 connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the cape 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 10 feet of the intersection of two street lines.

4. Drains. No sump pump drains or other drains shall outlet on to the street. No drainage structures shall be located within driveway limits.

5. Right-of-way. No trees shall be planted in the Hancock County Right-of-way.

6. Landscape Easements:

Any areas of ground on the plat marked "landscape easements" are hereby created and reserved: (I) For the use of the Developer during the development period for access to and the installation and replacement of foliage, landscaping, screening, materials and other improvements and (II) For the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements, except as installed by Developer or installed and maintained by the Association, no permanent structures, including, but not limited to, fences shall be erected or maintained in or upon any landscape easements. The owners of lots in the subdivision shall take hold title to the lots subject to any landscape easements herein created and reserved.
7. Fuel Storage Tanks and Trash Receptacles:

Every tank for the storage of fuel that is installed outside any building in the property shall be buried below the surface of the ground or entirely screened from the view of surrounding properties and public street frontages. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the property at any time, except at times when refuse collections are being made.

8. Model Homes:

No owner of any lot in the development shall build or permit the building upon said lot of any dwelling that is to be used as a model home or exhibit house without permission to do so from the developer.

9. Prohibition of Used Structures:

All structures constructed or placed on any lot in the development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

10. Maintenance of Lots and Improvements:

The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

A. Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
B. Remove all debris or rubbish;
C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the property;
D. Cut and remove dead trees;
E. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event that the owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost therefor to developer shall be collected in any reasonable manner from owner. Neither developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. At the time dwellings are constructed upon all lots, Valley View Plantation Homeowners Association shall succeed to the rights of developer therein.

11. Minimum Living Space Areas:

The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, buildings, or basements below ground level shall contain no less than 1600 square feet of ground floor living area for a one-story structure or 1200 square feet of minimum ground one story structure shall have a minimum of 2000 square feet of total living area, and each dwelling shall have a paved with concrete, asphalt, or other all-weather surface for a floor area if higher than one-story, provided higher than two or three bedroom, attached garage. All driveways shall be materials as provided by the owner or its assigns, except no less than a 6/12 roof pitch.
SECTION TWO

12. Residential Use Only:
All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, garage, barn or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in the subdivision.

13. Limitation on Time:
All residential construction on any lot must be completed within one (1) year after the starting date, including final grading.

14. Water System:
All water systems and methods of sewage 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.

15. Outbuildings:
Outbuildings and their location must be approved by the Developer or its assigns. Outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the outbuilding is being built. Metal outbuildings shall not be permitted in any event.

16. Solar Technology:
Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Developer or Assigns.

17. Swimming Pools:
Swimming pools must be placed behind the residence. Above ground pools will not be permitted.

18. Pets:
No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owner's premises.

19. Fencing:
Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. Chainlink fencing must be of the dark vinyl coated type. All fencing must be maintained in good condition.

20. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.

21. All buildings plans and site plans must be approved by the PLANTATION DEVELOPMENT CONTROL COMMITTEE or their assigns for the original construction, additions or alterations prior to starting construction. Each site plan shall include a minimum of 2 trees, of an approved species, in the front yard of 2 inches diameter (minimum), and one "photo cell" type dusk to dawn yard light. Such approval or disapproval will be provided in writing within 15 days of the request. Approval of all outbuildings and accessories structures shall be by said COMMITTEE also. No wood foundations will be allowed.

22. No prefabricated, or concrete homes will be permitted upon any lot in this subdivision.

23. All communication devices shall be located such that they...
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Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. Chainlink fencing must be of the dark vinyl coated type. All fencing must be maintained in good condition.

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21. All buildings plans and site plans must be approved by the PLANTATION DEVELOPMENT CONTROL COMMITTEE or their assigns for the original construction, additions or alterations prior to starting construction. Each site plan shall include a minimum of 2 trees, of an approved species, in the front yard of 2 inches diameter (minimum), and one "photo cell" type dusk to dawn yard light. Such approval or disapproval will be provided in writing within 15 days of the request. Approval of all outbuildings and accessory structures shall be by said COMMITTEE also. No wood foundations will be allowed.

22. No prefabricated, or concrete homes will be permitted upon any lot in this subdivision.

23. All communication devices shall be located such that they are not visible from the street. All satellite systems and/or receiver shall be located behind the residence and screened from view.
24. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck school bus or other vehicle of any kind may be parked in the Development unless such vehicle is kept in the garage, except for personal automobiles, vans and pick-up trucks, and utility trailers not over three (3) feet in height, which shall be parked behind the residence.

25. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

26. Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

27. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

28. BLOCK B COVENANT

The owners of lots 8, 9, 10, and 11 which abut Block B, shall have the right of ingress and ingress over Block B and the obligation to maintain the common drive as unobstructed ingress and egress from their respective lot to Plantation Row and the remainder of Block B as common open area. The owners of lots 8, 9, 10, and 11 shall be jointly responsible for all expenses relating to the maintenance of Block B as a drive and open area, including, but not limited to: moving, landscaping, snow removal, asphalt patching or sealing. Until an Association is formed, the Developer or a majority of the owners of lots 8, 9, 10 and 11 shall have the right to levy special assessments for maintenance of Block B.

Upon failure to pay any such assessments for Block B maintenance, such assessment shall become a lien upon the real estate of the lot owners failing to pay.

29. BLOCK A COVENANT

There is shown on the plat Block A, which shall be preserved as a landscaped area. Block A shall be maintained at all times as landscaping or a mowed area. Only the developer shall have the right to approve of any plantings or improvements within Block A.

30. BLOCK C COVENANT

There is shown on the plat Block C, which title shall be transferred to the purchaser of lot 10 by the developer. Block C shall be restricted to the sole use of the owner of lot 10 or as assigned by the owner of lot 10.

IN WITNESS WHEREOF, Harold Gibson, President, of Plantation Development, Inc., has hereunto caused his name to be subscribed this 15th day of June, 1992.

Plantation Development, Inc.
We, Harold and Sharon D. Gibson, owners and developers, of the real estate shown and described herein, do hereby lay off, replat and subdivide said real estate in accordance with the within replat.

This replat shall be known and designated as Replat of Lot 10, Valley View Plantation, Section Two.

Front building minimum and maximum setback lines are hereby established as shown on this replat, between which lines and property lines thereof shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked drainage and utility easement (D. & U.E.) are reserved for the use of the public utilities, poles, ducts, lines and wires, drainage facilities. The strips of ground are subject at all times to the proper authorities 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 replat.

This replat shall be subject to the following restrictions, which shall operate as perpetual covenants.

1. Drainage Swales (Ditches)
Ditches within the right-of-way, or on dedicated drainage easements are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain these swales as sodded grass ways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said such water will not damage drainage swales or ditches. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in 7-1-47 (5) of the Hancock County Subdivision Control Ordinance.

2. Altering Drainage Swales
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.

3. Corner Lots
No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the private street right-of-way lines and a line connecting points 40 feet from the intersection of said private street lines or in the case of a rounded property corner from the intersection of the private street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a private street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two private street centerlines.

4. Drainage
4a. It shall be the responsibility of the owner of any lot or parcel of land within the area of this replat to comply at all times with the provisions of the drainage plan as approved for this replat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this replat by said Hancock County Drainage Board.

4b. The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.

4c. No trees or shrubs shall be planted, nor any structure erected in any drainage easement.

5. Right-of-Way
No trees or landscaping shall be planted in Hancock County Right-of-Way or drainage easements except for those labeled as landscape easements.

No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between two and one-half and eight 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 connecting points 40 feet from the intersection of the minor street, and 75 feet from the intersection of arterial streets, or in the case of 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 ten feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley lines. No driveway shall be located within 70 feet of the intersection of two streets lines. No drainage structures shall be located within driveway limits.
No sump drains or other drains shall outlet onto the street.

No trees shall be planted in the county right-of-way.

No vehicle shall be parked on the public street for more than twenty-four (24) hours.

The maintenance of all irrigation or sprinkler systems installed in the right-of-way shall be the responsibility of the individual homeowner or the developer. Hancock County assumes no responsibility for maintenance or damage of any kind.

6. The owners of blocks C and D and lots 10A and 10B shall have the right to use the pond, located within the variable drainage easement common to the stated blocks and lots, for fishing so long as it is done solely from the lots owners bank or in areas where proper permission has been granted. None of the owners herein as their invitees, guests, or assigns shall have the right to use such pond for and other purpose including, but not limited to, wading, boating, any motorized or remote controlled craft, or swimming. All of said lot and block owners by accepting a deed to said lot or block agree and accept the responsibility of maintaining said pond on an equal basis.

7. Minimum Living Space Requirements
The minimum square footage of living space of the Dwelling Unit built on Lot 10B shall be, exclusive of porches, garages, terraces, carports, and accessory buildings, not less than 3,000 square feet. If the dwelling unit is greater than one story, the minimum square footage of the ground floor shall be 1,600 square feet. Regardless of the circumstances, the living space on any future dwelling and/or outbuilding on Lot 10A shall be equal to or greater than the existing dwelling and outbuilding on Lot 10A, as of the date of record of this replat.

8. Residential Setback Requirements
Unless otherwise provided in these Restrictions or on the recorded replat, all dwellings and above ground structures shall be constructed or placed on residential lots in the Development so as to comply with the front setback lines, as established on the herein replat. Side setbacks shall be a minimum of fifteen (15). Rear yard setbacks shall be a minimum of twenty (20) feet.

9. Fences
In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, only ornamental wrought iron fence shall be allowed and only when it surrounds an in-ground swimming pool.

10. Exterior Construction and Construction Methods
All dwellings shall be harmonious in style and nature to the development. All siding shall be wood, Laminated Press Lap Siding, or fiber cement type material and place horizontally or angled on the sides of the dwelling (sheet siding shall not be permitted). No vinyl or aluminum siding shall be permitted. All windows shall be wood or wood with vinyl or aluminum clad. Double hung windows shall include grids in the design. All chimneys shall be total masonry or Dryvit or an equal approved by the Architectural Control Committee. Direct vent fireplaces, if used, must be placed either on the rear of the residence, or if placed on the side shall be of all masonry or Dryvit or an equal approved by the Architectural Control Committee. All structures shall have a minimum of an 8/12 roof pitch with a 9" overhang. The minimum front gable or hip roof pitch shall be 10/12.

11. Architectural Control Committee
The Architectural Control Committee (ACC) shall be the developer or his assigns, and the owners of Lots 9, 10A, 10B, 11 and the owners the Lot adjoining 10A in Creekside Place. For the purposes of approving the house plan for Lot 10B, the owner of Lot 10B, if different than the developer, shall not be part of the approval process.

In the event that the ACC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within thirty (30) days after submission of completed plans and any additional information having been requested by the ACC, the plans shall be deemed approved. For the purpose of this approval, a majority role of the five members is necessary to approve or disapprove.
12. Plan Approval
To preserve the architectural and aesthetical appearance of the Subdivision, no construction of improvements of any nature whatsoever shall be commenced or maintained by any owner, other than an Developer, with respect to the construction or affecting the exterior appearance of any Dwelling Unit or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, pool houses, tennis courts, greenhouses, playhouses, tree houses, playground equipment, or similar structures, awnings, walls, fences, exterior lights, garages, guest or servants quarters, or other outbuildings, nor shall any exterior addition or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the Architectural Control Committee, a survey showing the location of trees of six (6) inches in diameter at a height of four (4) feet and other significant vegetation on such Lot) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee, as to the compliance of such plans and specifications with such standards as may be published by the committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the committee, and the other copy shall be returned to the Owner marked "approved", "approved as noted", or "disapproved". Notwithstanding the above, the Owner shall submit a color of any proposed changes outlined above fifteen (15) days prior to printing. In addition to the plans referenced above, the committee shall be provided with an erosion control plan that will be adequate to meet all Hancock County and IDEM regulations pertaining to "erosion and sediment control" and "storm water quality" during all times of construction. The Owner of the dwelling and Builder shall both be responsible for meeting these requirements.

Following approval of any plans and specifications by the committee, representatives of the committee shall have the right during reasonable hours to enter upon and inspect any Lot, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefore have been approved and are being complied with. In the event the committee shall determine that such plans and specification have not been approved or are not being complied with, the committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

13. Residential Use Only and Construction Of Improvements
All lots in this subdivision shall be used exclusively for residential purposes. No lot or block may be further subdivided in order to create additional building lots. [No block shall be used for building purposes. Dwelling Units may not be temporarily or permanently occupied until the exterior thereof have been completed and a certificate of occupancy for such Dwelling Unit has been issued. No motor home, trailer, tent, shack, basement or other outbuilding shall be used for temporary or permanent residential purposes. No commercial business will be permitted in the subdivision. No stable, pony house or yard, rabbit hut, dog run or other similar yard structure be constructed or allowed to remain on any Lot. All structures constructed or placed on any numbered lot in the development shall be constructed with substantially new materials, add no used structures shall be relocated or placed on any such lot.

14. Solar Technology
Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Control Committee.

15. Swimming Pools
No above ground swimming pools shall be erected, constructed or installed on any Lot; provided, nothing herein shall preclude installation and use of hot tubs, spas or in ground pools with prior approval by the Architectural Control Committee and which shall be located behind the Dwelling Unit.

16. Responsibilities and Diligence in Construction
a) Construction of a Dwelling Unit on a Lot must be commenced within twenty-four (24) months from the purchase of a Lot and completed within twelve (12) months from the date construction is commenced.

(b) When a basement and/or a foundation of a residence is constructed, stone shall be installed over the path of the driveway and shall be level with street at the lot line to avoid street breakup.

(c) No track vehicles or heavy equipment vehicles shall be operated or unloaded on any private or public street.

(d) During the construction period, the Lot shall be maintained in a clean and orderly manner at all times. All loose shingles, lumber, bricks, blocks, drywall, insulation, or other building material which can blow onto adjacent Lots shall not be left lying around. Construction trash shall be contained in a trash fence and shall be removed from the Lot once per week or contained in a dump site provided by a trash disposal service which will empty the container as needed.
(e) The Lot Owner shall be responsible for removal of dirt, mud or debris or other foreign material of any kind which may be deposited upon the road or easements from construction on the Lot. If such deposits occur, then the Lot Owner shall make provisions to remove such deposits prior to the end of that day or the committee may remove such deposits and charge the Lot Owner. The Lot Owner shall comply with its obligations under drainage and stormwater regulations and any soil erosion control plan in effect or as otherwise required by law.

(f) No outside toilets shall be permitted on any lot during construction without prior approval of the ACC.

(g) All utility services to the Lot, including, but not limited to, water, power, sanitary sewers, telephone or cable, shall be shown on the plot plan and said services shall not undermine the curbs or alter the subsurface or surface drainage system.

(h) Upon completion of construction, each Owner shall release its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot on which such construction has been completed.

17. Landscaping
All lots shall have a planting and mulching plan. Such plan shall include a minimum of twelve (12) shrubs, which shall be visible from the street and a minimum of three (3) trees, two of which shall be in the front yard. Shrubs shall include at least one (1) ornamental, a minimum of twenty-four (24) inches in height and all other shrubs being a minimum of eighteen (18) inches in height. The trees, if shade trees, shall be two and one-quarter inches (2 1/4") in caliper and ornamental or evergreens tree at least six feet (6') in height. All other yards shall be seeded and strawed concurrently with the landscape plantings.

18. Yard Lights
Each Owner of a Lot shall install and maintain a uniform dusk-to-dawn light in the front yard of the Lot. The design, type and location of the yard light shall be designated by the Developer or the Association from time to time for purposes of maintaining uniformity of appearance throughout different areas of the Community. Unless otherwise specified by the Association, the yard light shall be located approximately six (6) feet from the driveway and no further than six (6) feet from the right-of-way.

19. Mailboxes
The Owner shall have installed upon occupancy of a new home, and maintain in good condition thereafter, a mailbox which shall be in accordance with the design, type, color and location required by the Developer or the Association from time-to-time so as to maintain uniformity of appearance throughout the Community.

20. Playground Equipment
Playground equipment shall be redwood, cedar or a treated wood material, or a combination of treated wood material and plastic, and may not be erected on any lot without prior approval of the Architectural Control Committee.

21. Antennas
No exterior antennas, aerials, satellite dishes, or other apparatus larger than one meter in diameter and intended for the reception of television, radio, satellite or other signals of any kind shall be placed,安装, or maintained upon any portion of any Lot. Any such antennas, aerials, satellite dishes, or other such apparatus that do not exceed one meter in diameter shall be permitted on a Lot only if such will be aesthetically concealed by landscaping or otherwise and shall be installed so as not to constitute a nuisance or offensive effect on other Lot Owners. Under no circumstances shall any such antennas, aerials, satellite dishes, or other such apparatus be installed without the approval of the Board, or if such decision is delegated to it, the Architectural Control Committee. No radio or television signals, nor electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Community, provided however that the Developer and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus or master antenna or cable system for the benefit of all or a portion of the Property, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

22. Signs
No signs of any kind shall be erected within the subdivision, or permitted within any windows, without the written consent of the Board, except standard real estate "for sale" signs, entry and directional signs installed by the Developer and such signs as may be required by legal proceedings. No business signs, flags, banners or similar items advertising or providing directional information shall be erected by any Owner. If permission is granted to any Person to erect a sign, including name and address signs within the subdivision, the Board reserves the right to determine the size and composition of such sign as it, in its sole discretion, deems appropriate.
23. Parking and Prohibited Vehicles

(a) Parking. In order to facilitate the free movement of vehicles, no vehicles belonging to Owners or guests or invitees shall be parked on the paved portions of any street for more than 24 consecutive hours, except during bona fide temporary emergencies.

No Owners or other occupants of any portion of the Community shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(b) Prohibited Vehicles. Commercial vehicles primarily used or designed for commercial purposes and that display company names, logos or advertising, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-quarters of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or spaces, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas, and boats, boat trailers, campers and mobile homes may be parked for a maximum of 48 hours at one time for the purpose of preparation or loading. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed.

24. Animals and Pets

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats or other usual and common household pets may be permitted on a Lot, subject to rules and regulations adopted by the Association through its Board. However, those pets which are permitted by any Owner or occupant to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the Community, shall be removed from the Community upon request of the Board; if the Owner fails to honor such request, the Board, in its discretion, may have the pet removed. No pet shall be kept, bred, or maintained for any commercial purpose.

Dogs shall at all times whenever they are outside the Owner's Lot be confined on a leash held by a responsible person. No pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same.

25. Storage Tanks

No outside fuel storage tanks above or below the ground shall be placed in this subdivision.

26. Lot Maintenance, Outbuildings and Basketball Goals

All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner. Firewood shall be kept behind the residence and stacked in a neat manner. Brightly colored plastic tarps can not be used to cover items outdoors. Outbuildings or outside storage units or accessory buildings, or pool houses (shall be approved by the Architectural Control Committee and must be similar to primary residence) and shall not exceed in size 20’ x 30’. Similar in appearance shall include, but not be limited to, like roof pitch, exterior material and shingle-color and style. Free standing basketball goals with clear backboards may be constructed behind the rear of the house. Basketball goals attached to the house or garage shall not be permitted.
27. Health Concerns
All water systems and methods of sewage 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. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of Indiana Department of Environment Management. No septic tanks shall be installed on any lot.

28. Nuisances
No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash shall be kept in containers which are not visible from the street, except on collection day.

RIGHT TO FARM DEED RESTRICTION
A deed restriction shall be included on each subdivision plat and lot indicating the right to farm of adjoining agricultural real estate as follows: The owner(s) of the herein described real estate, for himself, and for all future owners and occupants of said real estate, or any parcel or division thereof, for and in consideration of the right to develop the real estate for other than agricultural uses, hereby:

(a) Acknowledges and agrees that the real estate is adjacent to an area zoned or used for agricultural purposes, which uses include, but are not limited to: (a) production of crops; (b) animal husbandry; (c) land application of animal waste; (d) raising, breeding and sale of livestock and poultry, including confinement feeding operations; (e) use of farm machinery; and/or (f) the sale of farm products.

Waives any and all objections to any agricultural uses within two miles of any boundary of the real estate.

Agrees that agricultural uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endangers human health.

Agrees that this covenant is for the benefit of Hancock County, Indiana, and for all persons engaged in agricultural uses within two miles of any boundary of the real estate and is enforceable by any of the foregoing.

Enforcement of Covenants
The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to any owner of any of the real estate in this subdivision, including the developer. However, such time as the developer no longer owns any property contained in this subdivision Section, the developer no longer has any right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the Covenants contained herein, including any expenses and attorney’s fees shall be charged to the property owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein. In no event shall the Developer be responsible for any damages, fees, or expenses resulting from the enforcement or failure to enforce any covenant.