


July 29, 2014 Login

# Cordry Sweetwater Lakes

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### Cordry Sweetwater Conservancy District Covenants and Restrictions

*(as set out in Warranty Deed dated 4/22/64 and recorded on 5-7-64, Deed Record 76, Page 38)*

The following restrictions and covenants shall be covenants running with the real estate, binding the Purchaser and all future owners of the real estate:

- (1) The real estate hereby conveyed shall be known and designated as residential real estate, and shall be restricted to use for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on such real estate other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars and residential accessory buildings. No dwelling may be constructed upon this real estate having a square footage of less than 1,000 square feet.
- (2) No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on this real estate.
- (3) No trailers, shacks or outhouses of any kind shall be erected or situated on this real estate.
- (4) No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on such real estate.
- (5) No noxious, unlawful or otherwise offensive activities shall be carried out on this real estate, nor anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
- (6) No building shall be erected, placed or altered on this real estate until and unless the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures on adjacent real estate, and as to the building with respect to topography and finished ground elevation, by the Vendor or any committee or other agency established or designated by Vendor for this purpose.
- (7) No private, or semi-private water supply and/or sewage disposal system may be located upon this real estate until and unless the same is approved in writing by the Vendor or any committee or agency established or designated by Vendor for this purpose, and unless such system is in compliance with regulations or procedure as provided by the Indiana State Board of Health or other civil authority having jurisdiction. No septic tank, absorption field or any other method of sewage disposal shall be located or constructed on this real estate, except with the approval of Vendor and except as approved by said health authority.
- (8) No fence shall be erected on or along any line of this real estate, nor on any portion of this real estate, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to close the property and decorate the same without hinderances or obstruction to any other property. No fence shall be erected between the front property line and the building lines, other than a fence of a decorative nature, not exceeding three feet six inches in height.
- (9) In order to maintain the investment of Purchaser and other purchasers buying lots within this lake area, Vendor, its assigns, agents or committee appointed by it, shall have the right, from time to time, to make assessments for the purposes of maintaining the dams, roads and park property located in and around the Cordry-Sweetwater Lake area as follows:
  - (a) Such assessment shall be used solely for the purpose of maintenance of the dams, roads and community park property, and shall be levied uniformly against all lots surrounding both lakes and within the general area of the development of Vendor.
  - (b) No assessment for road maintenance may be made under the provisions of this paragraph for more than Two (\$2.00) Dollars in any one month, against any one lot.
  - (c) Only one (1) assessment for any one purpose may be made against any unit of adjoining lots owned by one (1) Purchaser and used as a unit for one (1) dwelling until and unless the said Purchaser builds, erects or moves onto the adjoining lots another dwelling of any kind, at which time the said Purchaser shall be liable for an additional assessment for each additional dwelling. Further, in the event that any such unit of lots or any portion thereof is sold to a subsequent purchaser, creating additional units, the said assessment shall apply to each such unit.
  - (d) Purchaser hereby agrees that in the event such assessments are made as herein provided the same shall be paid by him within sixty (60) days after the notification of such, and further agrees that such assessments may become a lien against the above described real estate prior to any other lien except a bona fide purchase money mortgage or purchase money lien, which lien may be fore-closed as provided by law, together with reasonable

attorney fees, costs and expenses.

- (10) The real estate herein conveyed may not be further subdivided. All ingress and egress shall be through the official gate provided by the Vendor for such addition, and no Purchaser with a lot lying adjacent to lands not owned by Vendor or part of this development, may provide ingress or egress to his lot except by way of roadways and the official gate provided by said Vendor.
- (11) No further conveyance of this real estate may be made until and unless such conveyance shall have been provided in writing by the Vendor or by Vendor's committee or agent appointed by it; such approval shall be endorsed on the deed of such conveyance and signed by the duly authorized officer of Vendor.
- (12) Purchaser, his successors and assigns, his tenants and licensees, shall abide by the rules and regulations and all amendments thereto made by Vendor concerning the use and enjoyment of the lakes, roads, boating, fishing, swimming and matters of sewage disposal and building restrictions, and any and all other rules adopted by said Vendor, which regulations are made for the general welfare of Purchaser, and other purchasers in said lake area. Such rules and regulations shall be available from time to time at the office of Vendor.
- (13) The term Vendor used with respect to rules, regulations and the enforcement thereof, shall be synonymous with the term "Lake Management" in which latter name such rules and regulations may be promulgated and enforced from time to time.
- (14) These covenants and restrictions are to run with the land and shall be binding on the Purchaser, and all future owners of such real estate and all persons claiming under them until July 5, 1982, at which time said covenants shall be automatically renewed for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the real estate in this addition, it is agreed to change said covenants in whole or in part.
- (15) These covenants and restrictions may be enforced by the Vendor, or by any person, firm or corporation owning real estate within the Cordry-Sweetwater Lake additions. The enforcement may be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant or restriction herein, and proceedings may be had either to restrain violation or to recover damages.
- (16) Invalidity of any one or more of these restrictions and covenants by judgment or court order shall in nowise affect the validity of any of the other provisions, covenants and restrictions, which shall remain in full force and effect.

Brown County Court Cause #4213, approved August 3, 1972. Cordry Sweetwater Conservancy District succeeding Sweetwater Lake, Inc.

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