

SCHILDMEIER WOODS

Below is a listing of the, “Schildmeier Woods Covenants and Restrictions.”

Schildmeier Woods Covenants & Restrictions

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 Surveyor. Property owners must maintain these swales as sodded grassway, 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 such water. Driveways 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.
2. Any property owner altering, changing or damaging 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 Surveyor 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. 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 street right-of-way lines and a line connecting points 20 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.
4. The same sight 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 payment or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. No drainage structures shall be located within driveway limits.

5. No sump pump drains or other drains shall outlet on to the street.
6. No trees shall be planted in the Hancock County right-of-way.
7. 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.
8. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1600 square feet, exclusive of porch or garage or 1000 square feet in the case of a two-story residence.
9. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial dog kennels, hospital, or junk yard will be permitted in the subdivision. Keeping livestock, except domestic pets is prohibited.
10. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on plat. No accessory building shall be located closer to any front or side lot line than required minimum front and 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.
11. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedure by the State Board of Health or other civil authority having jurisdiction.

12. Driveway pipes with a minimum of 12 inch diameter shall be placed at all entrances before construction begins.
13. No noxious or offensive trade shall be carried upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. All lots must be kept mowed.
14. All residential construction must be completed within one year after the starting date, including the final grading.
15. No boat, camper, bus, or trailer, shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in the subdivision or any street thereof.
16. All fuel storage tanks in this subdivision shall be buried below the ground.
17. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback line as shown on plat.
18. All homes in this subdivision will be built by custom builders selected or approved by the developers.
19. All building plans must be approved by the developers or their agents.
20. All 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.

21. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2011 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or part, invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall return in full force and effect.

Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration, a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of the County in which the Real Estate is located, or the rules and regulations adopted by the Board of Directors, shall be grounds for an action by the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions, restrictions or rules. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorney's fees reasonably incurred by any party successfully enforcing such covenants, conditions and restrictions.