

# COPPERWOOD ESTATES COVENANTS

Dedication, Protective Restrictions,  
Covenants, Limitations, Easements and  
Approvals Appended as Part of the Plat of  
Copperwood Estates In Warsaw,  
Kosciusko County, Indiana

The Lots are numbered from 1 to 39, inclusive.  
All dimensions are shown in feet and decimals  
of feet. All streets and easements specifically  
shown or described are hereby expressly  
dedicated to public use their usual and  
intended purpose.

All lots owners and /or residents are to abide  
by and are subject to the following  
conditions and in addition, must follow and  
abide by the building and zoning requirements  
as established by the City of Warsaw.

1. Definitions. The terms hereinafter set forth  
shall have the following meanings;

- a. "Developer" shall mean *Blueprint Development, L.L.C.*, its successor or successor in interest in any person, firm or corporation designated by it or its said successor or successors.
- b. "Lot" shall mean either any of said Lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a Living Unit may be erected in accordance with the restrictions hereinafter set forth.
- c. "Living Unit" shall mean all or any portion of a building designated and intended for use and occupancy as a residence by a single family.
- d. "Owner" shall mean and refer to the holder, whether one or more persons or entities, of the fee simple title to any Lot or living unit situated in the Addition.
- e. "Lessee" shall mean and refer to a person leasing from an Owner, whether one or more persons or entities, of any "Living Unit" situated in the Addition.
- f. "Association" shall mean and refer to the *Copperwood Estate Community Association*.
- g. "Member" shall mean any person who may be entitled and obligated to hold one or more memberships in the *Copperwood Estate Community Association*.

- h. "Membership" shall mean any membership in the *Copperwood Estate Community Association* entitled to one vote and one assessment as hereinafter set forth. A member may hold one or more memberships.
- i. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain other approvals in connections with improvements and developments.

2. Land Use: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached Living Unit for use by a single family. Each Living Unit shall include not less than a three-car garage, which shall be constructed as a part of said structure and attached thereto. Each Living Unit shall have brick, stone or hardy board on the front elevation.

3. No Mobile/Manufactured/Modular Housing: No Living Unit shall be erected on any Lot in *Copperwood Estate* other than one which is framed on site. No mobile, manufactured or modular Living Unit shall be installed as a permanent residence whether or not attached to a permanent foundation.

4. Dwelling Size: Any single story house erected upon any lot shall contain a living area of not less than one thousand seven hundred fifty (1750) square feet of living area. Two story homes must have a minimum of one thousand five hundred (1500) square feet on the main floor, a minimum of three hundred fifty (350) square feet on the second level. All Living Unit erected shall have a minimum 9/12 ratio pitch in main part of roof. Living area shall not include any open porches, breezeways, screened porches, garage or deck.

Ranch  
1600 sq ft  
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1400 / 300  
2 Story

57/12

5. **General Contractor:** Plans must first be provided to Developer, "Blueprint Development L.L.C.", for written approval before any outside contractor will be allowed to build.

6. **Construction Time:** The construction of a Living Unit on a Lot in Copperwood Estate shall be commenced within twelve months after the date of closing of the purchase of the Lot. All Living Units completed as to all exterior construction and finish, including landscaping and seeding of the lawn and installation the driveway and sidewalks within six (6) months after commencement of construction, and must be complete prior to occupancy.

7. **Structures other than residence:**

a. **Exterior Antennas:** No exterior antenna of any type shall be allowed on any lot; however, a satellite dish of a diameter of eighteen (18) inches or less shall be permitted only in the rear of the lot, and or residence.

b. **Swimming Pools:** No above ground pools will be permitted on any lot. In-ground pools shall be permitted, but shall not be located nearer than ten (10) feet to a side lot line or twenty five (25) feet to the rear lot line.

c. **Fences:** Fences shall be permitted on a lot, but shall not be of wire, metal or chain link materials. All fencing shall not exceed six (6) feet in height. No fencing, wall, shrub, tree or protective screening shall be placed or planted so as to restrict the visibility of traffic.

d. **Signs:** No sign shall be erected or permitted, except one professional sign of not more than 1' square, or one sign for not more than 6' advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale period.

e. **Gas and Fuel Tanks:** No storage tanks of any nature shall be located on any Lot except tanks not exceeding in a 30 lb capacity to be utilized with grills for outdoor cooking.

8. **Driveways:** All driveways from the street to the garage shall be of concrete and not less than sixteen (16) feet in width.

9. **Sidewalks:** Lot owners shall be responsible for installation of a four (4) foot wide sidewalk located six (6) feet off the roadside curb.

10. **Parking:** All vehicles parked on a Lot shall be parked on the driveway or in a garage and may not be parked elsewhere on the Lot. A boat on a trailer, a boat trailer, travel trailer, camping trailer or motor home may be parked on the driveway of a Lot for not more than one continuous period of 48 hours, unless located within a garage. Commercial vehicles, including school buses, shall not be parked on any Lot or on any street except during deliveries or construction.

11. **Landscaping:** Upon completion of a Living Unit, each Lot shall have a minimum of 10 shrubs and 4 shade trees.

12. **Refuse and Garbage Containers:** Refuse, waste and garbage shall be placed by the front street line of the Lot for removal not more than 24 hours prior to the scheduled time of removal. All garbage shall be placed in a covered container for removal. Refuse and waste shall be kept screened and hidden from view except on day of removal.

13. **Further Subdivision:** No Lot shall be further subdivided. This shall not prevent the use of more than one Lot as a single building site as long as the additional Lot or portion of a Lot, after combination, the combined lots will be treated under these restrictions as a single Lot.

14. **No Temporary Living Unit:** No structure of a temporary character, trailer, boat, boat trailer, camper, or camper trailer, mobile home, basement, tent, garage, barn, tool shed, or other outbuildings shall be either used or located on any Lot or used as a residence either temporarily or permanently. One accessory building may be approved for each Lot, the type and location to be approved by the Architectural Control Committee.

**15. Nuisances:** No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance, or which is hazardous by reason of fire, explosion, or in violation of the law of the State of Indiana or any subdivision thereof. No garbage or trash shall be dumped or thrown upon the premises or land adjacent thereto. All owner shall keep up with weeds, brush or grass mowed and removed from their premises, and upon failure to do so other lot owners may have such weeds, brush or grass mowed and removed and the cost and expense thereof shall be incurred by the lot owner. No lot shall be used for the purpose of raising, breeding, or keeping animals, livestock, or poultry except as household pets, providing the same are not kept, bred or maintained for any commercial purpose.

**16. Easements:** Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the attached plat for the installation and maintenance of public utilities (including but not limited to, water, gas, telephone, electricity, and any other utilities of public or quasi-public nature) and sewer and drainage facilities. Any utility company and the Developer, its successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of permanent structures except improvements installed by an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction to its original form. The utility will restore any improvement installed by an authorized utility.

**17. Storm Water Retention, Detention and Drainage Easements:** The developer is responsible for properly installing all required Retention Ponds, Detention Ponds, storm water drainage swales and storm water control devices. Owners of lots, whose boundaries fall within these areas, are responsible for the upkeep and maintains of these areas. No individual water supply system, or individual sewage disposal system, shall be installed, maintained or used except in conformity with the state and local rules and regulations. No sanitary sewage shall at any time be discharge or permitted to flow into the storm water runoff sewer system.

**18. Architectural Control Committee:** The Architectural Control Committee shall be comprised initially of three(3) members. The developers shall have the right at such time as they may relinquish their rights to designate the members of the Architectural Committee to an association formed by the owners of the lots in said development.

**19. Architectural Control:** No residence, additional structure, (including, but not limited to fences, satellite dish, swimming pool), driveway or landscaping shall be erected, altered or permitted on any lot until the drawings for such improvements have been approved by the Architectural Control Committee. Two (2) sets of drawings shall be submitted to the Architectural Control Committee, one (1) of which shall be retained on file and the other returned to the owner upon a written approval or disapproval from the committee. The written approval or disapproval of the Architectural Control Committee must be delivered to the lot owner within fifteen (15) days of submission to the Architectural Control Committee. No construction, alteration or erection shall be commenced without the approval of the Architectural Control Committee. The written approval shall be final and valid for one (1) year from the date of approval. If construction, alteration or erection is not commenced within one (1) year from date of approval, plans for such work shall be resubmitted to the Architectural Control Committee.

**20. Copperwood Estate Association:** The owners of not less than 75% of the lots in said Subdivision shall be authorized to form a community association to be known as *Copperwood Estates Property Owners Association*. At such time as the developer deems appropriate one association may be formed by the owners. The owner's association shall have such authority as may be determined by the by-laws adopted by the owner's forming this association. This association can not change or alter in any way these original covenants without the approval of the architectural control committee, their heirs or appointees.

**21. Duration and Alteration:** These protective covenants, restrictions and limitations shall be construed as, and shall be covenants running with the land and shall be binding, upon all owners of lots in *Copperwood Estates* and all persons claiming under them. They shall continue in existence for a period of fifty (50) years from the date of the recording hereof and, thereafter, shall be automatically extended for successive periods of ten (10) years each. The protective covenants, restrictions, and limitations, (but not the easements) may be changed, abolished or altered in any part by written instrument signed by the lot owners of not less than seventy-five percent (75%) of the lot owners of *Copperwood Estates*, and the architectural control committee, their heirs or appointees, including subsequent additions thereto; and may be changed, altered or amended by the Owner within two (2) years from and after the date of recording hereon.

**22. Enforcement:** A lot owner shall be entitled to injunctive relief, mandatory or negative, against any violation or attempted violation of these restrictions, and recovery of damages for any injuries resulting from and violation thereof, including the recovery of the cost and attorney's fee, for which recovery shall be a lien against the property. No right of reversion or forfeiture of title shall result from any such violation.

*Copperwood Estates:*  
39 lot Single-Family Residential Subdivision  
located just minutes from down town Warsaw,  
and surrounding area.

*Copperwood Estates*  
Cr. 225 S & Cr 75 E  
Kosciusko County, Indiana

Blueprint Development L.L.C.;  
Fulton County, Indiana

Developed by Blueprint Development L.L.C.  
423 E. 9th St. Rochester, Indiana 48975

# Copperwood Estates, Warsaw

On page 1 a change in the Square foot requirements and the roof pitch is being changed to 7/12

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