



*First American
Title Insurance Company*

Not Just for One Transaction, But for Life

First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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ASHCRAFT FARMS

COVENANTS

DEED OF DEDICATION I, the undersigned, owner of the real estate shown and described herein, do hereby certify that I have laid off, plated and subdivided, and hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as ASHCRAFT FARMS. All streets and alleys shown and not heretofore dedicated are hereby dedicated to the public.

The official zoning regulations now in effect or as the same may be amended from time to time applicable to the area within which the subdivision is located, shall be observed.

There is hereby created an easement within all areas designated herein as "DRAINAGE AND UTILITY EASEMENT" for the installation and maintenance of all utilities, including without limitations, electricity, telephone services, water and sewer distribution and collection services, and any other utilities or services that may, in the future, be engaged or caused to be installed by the developer, its successors or assigns and/or the owners of the property within the subdivision; such easement being in favor of the utility or service companies duly authorized to do business within and franchised for, the subject area. No permanent buildings, fences or trees shall be placed in said areas designated as "DRAINAGE AND UTILITY EASEMENT", but same may be used for garden, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein described.

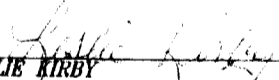
1. Each lot shall be used ONLY for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height. One accessory building per dwelling such as a storage shed, tool shed, mini barn or other such accessory building shall be allowed per dwelling unit, but may not be located in any front or side yards. All accessory buildings shall be similar in appearance to the primary structure located on the lot.
2. Front yard building setback lines are hereby established as shown on the plat, between which lines and the property line of the street, there shall be erected or maintained no building or structure.
3. No building shall be located on any lot nearer to the front property line or nearer to the said street lines than the minimum building setback lines shown on the plat. No dwelling unit shall be located nearer to any side lot line than the minimum allowed by the current zoning allowances.
4. All homes built on lots in this subdivision shall conform to the following standards:
 - A. Minimum square footage of a single story dwelling shall be 1600 square feet. The minimum square footage of any two story dwelling shall be 1800 square feet with a minimum ground floor area no less than 1000 square feet.
 - B. The plans and specifications for each dwelling unit shall be approved in advance, in writing, by the Developer or any other entity to which this responsibility is specifically assigned.
 - C. Every residence within this subdivision shall be constructed of no less than 25% brick or masonry facade.
 - D. Each residence within this subdivision shall be constructed with an attached 2-car garage minimum.
5. All driveways shall be either paved concrete or bituminous asphalt and shall be completed within one year of the completion of home construction.
6. No unlicensed motor vehicles may be stored on any lot except in an enclosed garage. There shall be no more than two vehicles regularly stored for each dwelling excluding any vehicles stored in an enclosed garage. No camper, motor home, trailer, boat or recreational vehicle of any kind may be stored in either the driveway, front or side yards of any residence located upon any lot.
7. No above ground swimming pools will be permitted upon any lot in this subdivision. Satellite dishes larger than 18 inches diameter shall not be permitted.
8. No fences may be constructed closer to the street than the front building line as indicated on the plat.
9. No sign of any kind shall be displayed to the public view on any lot except: one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent; or a sign of any dimension used by the builder or developer to advertise the property during the construction and sales period.
10. 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, tiled 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 roofs 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 section 7.1-47 (5) above of the Hancock County Subdivision Control Article. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (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.

11. The owner of any lot shall at all times prevent the same from becoming unsightly.
 - A. Mow the lot at such time as to prevent the unsightly growth.
 - B. Remove all debris and rubbish.
 - C. Prevent the existence of anything that detracts from or diminishes the appearance of the lot.
 - D. Cut down and remove dead trees.
 - E. Where applicable, prevent drainage areas.
 - F. Keep the exterior of all buildings in good maintenance as to avoid their appearance.
 12. No animals, livestock or poultry shall be kept on any lot, except dogs, cats and other household pets only, and not for breeding purposes, and not for breeding purposes kept which unreasonably interfere with the enjoyment of the property of any person located on the lot.
 13. No fence, wall, hedge, tree or shrub shall be planted or maintained on any lot between 2.5 and 8 feet above the ground level at the corner lot within the triangular area connecting points 40 feet from the street and 75 feet for arterial streets from the intersection of the street.
- The same sight line limitations as to a street right of way line with a driveway shall be located within 70 feet of the driveway.
14. No sump pump drains or other drains shall be located on any lot.
 15. No trees shall be planted in the front yard.
 16. No wood foundation shall be permitted.
 17. No modular or manufactured homes shall be located on any lot.
 18. All residential home construction shall conform to the current building code and a permit has been obtained.

The foregoing covenants are to run with the land and all persons claiming an interest in said covenants shall be automatically bound by these covenants in whole or in part by judgment of the court or other covenants, which shall remain in full force and effect.

The right to enforce these provisions shall be cause the removal, but due process shall be observed or maintained in violation hereof, is to the several owners of the several lots.

IN WITNESS WHEREOF: LESLIE KIRBY & I have signed this 23d day of _____


LESLIE KIRBY

STATE OF INDIANA
COUNTY OF Hancock

Before me, the undersigned Notary Public, personally appeared Leslie Kirby and acknowledged to me that he executed the foregoing instrument as his own voluntary act.

Witness my hand and notarial seal this 23d day of _____ 1999.


Mark M. Dudley Notary Public

Resident of Hancock County

NOTARY PUBLIC

My Commission Expires: _____ MY COMMISSION



212 E. North Street . Greenfield, IN . 46140
(317) 462-6195 FAX: 462-1305

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11. The owner of any lot shall at all times maintain the lot and any improvements situated thereon in such 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 and rubbish;
 - C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
 - D. Cut down and remove dead trees;
 - E. Where applicable, prevent debris and foreign material from entering drainage areas;
 - F. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
12. No animals, livestock or poultry of any kind shall be bred or kept on any lot. However, dogs, cats and other household pets may be kept for personal purposes only, and not for breeding or other commercial uses. No pet may be kept which unreasonably interferes with or endangers any person or the property of any person located within the subdivision.
13. 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 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 70 feet of the intersection of two street lines. No driveway structures shall be located within driveway limits.
14. No sump pump drains or other drains shall outlet onto the street.
15. No trees shall be planted in the Hancock County Right of way.
16. No wood foundation shall be permitted for a residence on any lot in this subdivision.
17. No modular or manufactured home shall be constructed upon any lot in this subdivision.
18. All residential home construction must be completed within one year after the building permit has been obtained.

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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, 2016, at which time said covenants shall be automatically extended for successive periods of ten years unless changed by vote of a majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the foregoing covenants by judgement or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

The right to enforce these provisions 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 dedicated to the public, and reserved to the several owners of the several lots in the subdivision and to their heirs and assigns.

IN WITNESS WHEREOF: LESLIE KIRBY & STEWART RAFERT, have caused these presents to be signed this 23d day of July, 1996.

Leslie Kirby Stewart Rafert
LESLIE KIRBY STEWART RAFERT

STATE OF INDIANA
COUNTY OF Hancock

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Leslie Kirby and acknowledged the execution of the foregoing instrument as his own voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this 23d day of July, 1996.

Mark M. Dudley
Mark M. Dudley Notary Public

Resident of Hancock COUNTY OF Hancock
MARK M DUDLEY
NOTARY PUBLIC STATE OF INDIANA
HANCOCK COUNTY
MY COMMISSION EXPIRES MAR. 11, 1997

My Commission Expires: _____

DULY ENTERED
FOR TAXATION

OCT 04 1996

Joseph D. Sattler
Notary Public Hancock County



ASHCRAFT FARMS

- RECORD PLAT -

- SIGNATURES, CERTIFICATIONS AND LEGAL DESCRIPTION -

PLAN

DEED OF DEDICATION

We, the undersigned owners of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as ASHCRAFT FARMS. All streets and alleys and public open spaces shown and not therefore 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 streets there shall be erected or maintained no building or structure. The strips of ground shown on this plat and marked "Easement" are reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities 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 upon 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 other lots in this subdivision.

Approved by the Hancock County Board of Ordinance

By: J. D. Kennedy

PRESIDENT

Stewart R. Rafert

SECRETARY

DATE: 5/28/96

Valid unless recorded before 5/

CERTIFICATE OF OWNERSHIP

State of Indiana)
)SS:
County of Hancock)

I do hereby certify that I am the owner of the property described in the caption above and that as such owner I have caused the herein described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

Leslie Kirby
LESLIE KIRBY

Stewart Rafert
STEWART RAFERT

I, the undersigned Registered Land registered in compliance with the certify that I have surveyed the p the same into seven lots as show resents said survey and subdivisio located. All lot corners are marke are shown in feet and decimal ps

A part of the East Half of the Southeast Sugar Creek Township, Hancock County,

Commencing at a brass monument mar 89 degrees 37 minutes 50 seconds West 446.99 feet to a point that is 25.04 fee per Instrument Number 90-1864 in the Office of the Recorder of Hancock Cou tion; thence continuing North 89 degre feet to a railroad spike at the Southwe 00 degrees 24 minutes 19 seconds West the Northwest corner of a ten acre tra said Recorder; thence South 89 degrees acre tract 900.08 feet to a capped 5/8 West 461.06 feet to the point of begin

Subject, however, to all legal highways,

CERTIFIED: April 25, 1996

State of Indiana)
)SS:
County of Hancock)

I, Mark M. Dudley, a Notary Public in and for said County and State, do hereby certify that Leslie Kirby, personally known to me to be the same person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that she signed the above certificate as her own free and voluntary act and deed for the purposes therein set forth.

Given under my hand and notarial seal this 23d day of July A.D., 1996.

Mark M. Dudley
NOTARY PUBLIC
PRINTED SIGNATURE
Mark M. Dudley

MARK M DUDLEY
NOTARY PUBLIC STATE OF INDIANA
HANCOCK COUNTY
MY COMMISSION EXP. MAR. 11, 1997

ACCEPTANCE OF DEDICATIONS

Be it resolved by the Board of County Commissioners, Hancock County, Indiana, that the dedications shown on this plat are hereby approved and accepted this 4th day of October A.D., 1996.

Commissioner
Commissioner

Commissioner
Commissioner

Commissioner
Commissioner



CABINET	SLIDE
B	304
INSTR. #	
96-10760	

RAFT FARMS

- RECORD PLAT -

CERTIFICATIONS AND LEGAL DESCRIPTION -

PLAN COMMISSION APPROVAL

and herein, do hereby
within plat.

All streets and alleys
hereby dedicated to the

his plat, between which
maintained no building
Easement are re-
and sewer mains, poles,
the proper authorities
structures are to be erected
subdivision shall take
the rights of the owners

Approved by the Hancock County Area Plan Commission in accordance with the Subdivision
Control Ordinance

By: J. D. Kennedy

SECRETARY
Steve R. Rieger

DATE: 5/28/96

Valid unless recorded before 5/28/1996

9610760

96-10760 P. 10/4/96

Property described in the
described property to be
our own free and volun-

Mark M. Dudley
SECRETARY

I, the undersigned Registered Land Surveyor, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; and I do hereby further certify that I have surveyed the property described herein and that I have subdivided the same into seven lots as shown on the hereon drawn plat. This plat correctly represents said survey and subdivision in every detail. Monuments shown are in place as located. All lot corners are marked with 5/8 inch rebar with a plastic cap. Dimensions are shown in feet and decimal parts thereof.

A part of the East Half of the Southeast Quarter of Section 9, Township 15 North, Range 6 East in Sugar Creek Township, Hancock County, Indiana, said part being more particularly described as follows:

Commencing at a brass monument marking the Southeast corner of said Quarter Section; thence North 89 degrees 37 minutes 50 seconds West (assumed bearing) along the South line of said Quarter Section 446.99 feet to a point that is 25.04 feet West of the Southwest corner of a 0.918 acre tract of land per Instrument Number 90-1864 in the Office of the Recorder of Hancock County, Indiana, and being the POINT OF BEGINNING of this description; thence continuing North 89 degrees 37 minutes 50 seconds West along said South line 894.19 feet to a railroad spike at the Southwest corner of the East Half of said Quarter Section; thence North 00 degrees 24 minutes 19 seconds West along the West line of said Half Quarter Section 462.00 feet to the Northwest corner of a ten acre tract of land as described in Instrument #80-2213 in the Office of said Recorder; thence South 89 degrees 37 minutes 50 seconds East along the North line of said ten acre tract 900.08 feet to a capped 5/8 inch rebar; thence South 00 degrees 19 minutes 33 seconds West 461.06 feet to the point of beginning, containing 9.514 acres, more or less.

Subject, however, to all legal highways, rights of way easements and restrictions of record

CERTIFIED: April 26, 1996

County and State, do
the same person whose
this day in person and
free and voluntary act

A.D. 1996

MARK M DUDLEY
NOTARY PUBLIC STATE OF INDIANA
HANCOCK COUNTY
MY COMMISSION EXPIRES MAR 11, 1997



Philip Gong
PHILIP GONG, Registered
Land Surveyor, LS29400003

County, Indiana, that
dated this 4th day

DULY ENTERED
FOR TAXATION

OCT 4 1996