

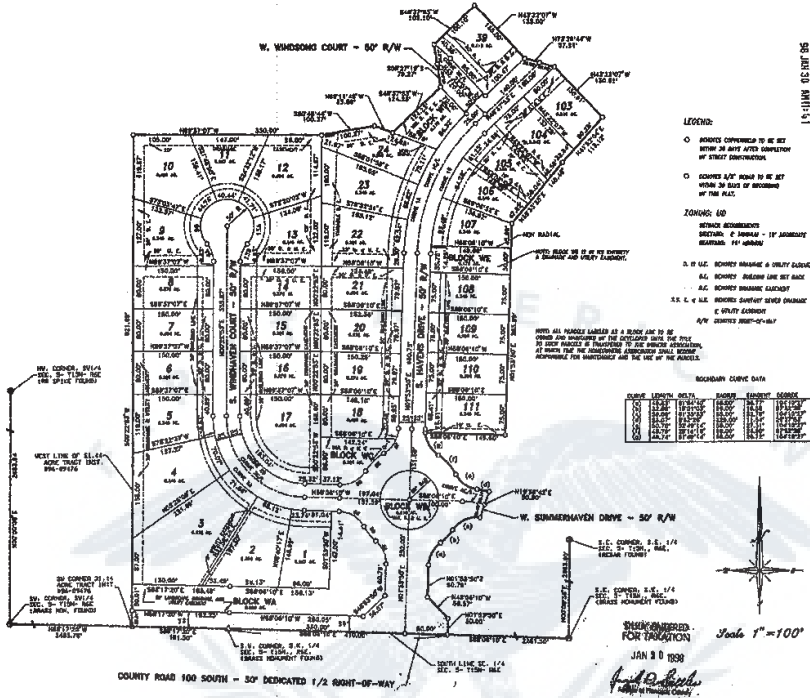
WINDHAVEN at The HAVENS, SECTION ONE SECONDARY PLAT

B 351
INSTR. NO. **99-1086**

A PART OF THE HAVENS
PLANNED DEVELOPMENT -
RESIDENTIAL PHASE TWO

9801086

98 JAN 30 11 11 AM '11
DEPARTMENT OF REVENUE



WINDHAVEN at The HAVENS, SECTION ONE SECONDARY PLAT

B 352
INSTR. NO. 198-1086

STREET CURVE DATA

CURVE	LENGTH	DELTA	RADIUS	TANGENT	GRADE
1	182.72	144°40'31"	573.00	137.51	15°16'46"
1 C/L	274.28	144°40'31"	573.00	184.92	16°25'15"
1 E	263.73	144°40'31"	573.00	137.51	17°37'48"
2	270.28	88°29'18"	175.00	130.43	32°44'28"
2 C/L	231.85	88°29'18"	175.00	148.08	38°11'51"
2 E	195.04	88°29'18"	175.00	121.74	43°50'12"
3	104.22	25°54'23"	150.00	3.14	38°11'50"
3 C/L	41.70	11°54'44"	290.00	30.83	28°38'52"
4	49.83	81°54'40"	25.00	28.77	104°10'27"
4 B	92.87	36°58'40"	98.00	18.25	57°52'28"
4 C	84.35	58°20'35"	100.00	30.83	16°37'57"
4 D	58.25	18°42'00"	88.00	30.83	10°15'37"
4 E	41.35	57°24'17"	98.00	24.14	27°52'48"
4 F	58.35	58°42'03"	55.00	58.83	10°10'27"

LOT CURVE DATA

CURVE	LENGTH	DELTA	RADIUS	TANGENT	GRADE
LOT 1	231.77	97°46'27"	175.00	11.88	32°44'28"
LOT 2	88.13	57°18'07"	175.00	34.30	32°44'28"
LOT 3	71.82	23°27'42"	175.00	18.34	32°44'28"
LOT 4	70.07	22°48'08"	175.00	38.81	32°44'28"
LOT 5	35.47	17°00'18"	175.00	11.80	32°44'28"
LOT 6	44.14	17°28'18"	175.00	11.80	32°44'28"
LOT 7	86.96	32°24'38"	175.00	11.70	11°32'30"
LOT 8	110.44	44°30'25"	175.00	21.40	11°32'30"
LOT 9	110.44	44°30'25"	175.00	21.40	11°32'30"
LOT 10	71.41	47°24'38"	175.00	22.48	11°32'30"
LOT 11	61.81	37°27'28"	175.00	28.81	11°32'30"
LOT 12	74.14	47°24'38"	175.00	18.61	11°32'30"
LOT 13	102.04	68°58'35"	175.00	12.74	45°50'12"
LOT 14	18.49	17°28'18"	175.00	12.71	109°10'27"
LOT 15	22.82	6°23'19"	175.00	21.34	12°18'44"
LOT 16	22.82	10°30'45"	175.00	23.51	16°18'44"
LOT 17	24.75	11°25'37"	175.00	27.25	12°18'44"
LOT 18	45.81	17°28'18"	175.00	24.75	32°44'28"
LOT 19	81.20	17°28'18"	175.00	25.71	72°37'48"
LOT 20	64.79	10°28'58"	175.00	43.81	17°37'48"
LOT 21	85.49	10°28'58"	175.00	47.07	17°37'48"
LOT 22	15.01	86°52'35"	175.00	3.31	104°10'27"
C-1	38.80	77°21'11"	25.00	18.38	104°10'27"
D	68.27	171°14'47"	22.00	45.25	13°18'44"
E	14.25	32°30'48"	225.00	7.15	17°37'48"

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E	14.25	32°30'48"	225.00	7.15	17°37'48"

The drainage easements shown are created and established by this plat as regulated ditch easements and are under the control of the Hancock County Drainage Board. Any proposed drainage file, storm sewer or accessory drains located within said easement is under the control of the Hancock County Drainage Board.

As it required by the Board of County Commissioners, Hancock County, Indiana, that the signatures and representations shown hereby on this plat are hereby approved and accepted by the Board of County Commissioners, Hancock County, Indiana, on this day of 1997.

Robert M. Reson *Arjay B. Apple* *Robert M. Flank*
 ROBERT M. RESON ARJAY B. APPLE ROBERT M. FLANK

BOARD OF COUNTY COMMISSIONERS

Approved by the Hancock County Area Plan Commission in accordance with the Subdivision Control Ordinance on this day of 1997.

Robert M. Reson *Arjay B. Apple*
 SECRETARY

DAILY ENTERED FOR TAXATION
 JAN 30 1998

This subdivision complies with the provisions of the Subdivision Control Act, Indiana, Act 34, 1931, and the provisions of the Subdivision Control Act, Indiana, Act 34, 1931, and the provisions of the Subdivision Control Act, Indiana, Act 34, 1931.

I, the undersigned, being a duly qualified and licensed land surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey records on file in my office, and that the same are in accordance with the provisions of the Subdivision Control Act, Indiana, Act 34, 1931, and the provisions of the Subdivision Control Act, Indiana, Act 34, 1931.

Robert M. Reson
 ROBERT M. RESON, Registered Land Surveyor, E.S. 1912



WINDHAVEN AT THE HAVENS, SECTION ONE COVENANTS

B 352
DIST. NO. 98-1686

We, R & F Development, Inc. by Steven R. Bell, President, owner of the real estate shown and described herein, do hereby file this plat and subdivision and new restrictions in accordance with the Uniform Act.

This subdivision shall be known and designated as Windhaven at The Havens, Section One. All streets shown and not hereinafter dedicated are hereby dedicated to the public.

Front building minimum and maximum setbacks show are hereby established on streets in this plat, between which lines and property lines of the streets there shall be erected or maintained no buildings or structures. The slopes of ground shown on this plat and marked drainage and utility easements (D, U, E, C) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities. The slopes of ground are subject to all laws to the proper authorities and to the easement herein reserved. No easements or other structures are to be erected or maintained on said slopes or land, but owners of lots in this subdivision shall take their title subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

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

- Drainage Ditches (Ditches)** - In any designated roadway and within the right-of-way, or an dedicated drainage easements, are not to be altered, dug out, filled in, lined, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain their own easement drainage or other non-utility easements. Water from roof or parking areas must be contained on the property lots except in that such drainage pipes or ditches will not be damaged by such water. Driveways may be constructed over these pipes or ditches only when appropriate steel culverts are installed as set out in 7-1-47 (B) of the Hancock County Subdivision Control Ordinance.
- Drainage Ditches (Ditches)** - Any property owner altering, changing or changing the drainage pipes or ditches will be held responsible for such action and will be given 15 days written or registered mail to repair said drainage, 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.
- Corner Lots** - No fence, wall, hedge, tree or shrub planting which obstructs sight lines and sightlines 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 corner 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 shall have restrictions also apply in any lot within 15 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or clear way. No driveway shall be located within 70 feet of the intersection of two streets.
- Drainage Ditches and the ditches within all drain easements shall be repaired and/or replaced to include Code 38-2-27 and its amendments.** It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply with all laws with the provisions of the drainage plan as approved for this plat 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 plat by said Hancock County Drainage Board.
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.
No trees or shrubs shall be planted, nor any structure erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer.
- Subdivision** - No trees shall be planted in the Hancock County right-of-way.
- Driveways** - All driveways and vehicle parking areas shall be paved surfaces with either concrete, asphalt or brick. No gravel or stone driveways will be permitted. Driveways must be finished with the assistance

- Minimum Living Space Areas** - The minimum square footage of living space shall be constructed to various residential lots in the development, including of porches, terraces, concrete porches, necessary buildings or basements below ground level shall contain no less than 1200 square feet of ground floor living area for a one-story structure and a minimum of 1600 square feet of living area if higher than one story. Each dwelling shall have a two or three car garage.
- Residential Use Only** - All lots in this subdivision shall be used solely for residential purposes except for residences used as horse barns during the sale and development of the subdivision. No motor home, trailer, tent, shack, basement, or other outbuilding shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial business will be permitted in the subdivision.
- Building Location** - No building shall be located on any lot shown in the front line or corner to the side street line from the minimum building setback line shown on the plat. No building shall be located on any lot nearer to the lot line than the setback. The necessary building shall be located clear to any front or side lot line than the required minimum front and side yard distance for the driveway shown. No necessary building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.
- Health Concerns** - All water systems and methods of sewage disposal on this subdivision are to be in compliance with the regulations or provisions by the State Board of Health, Commission, or other state 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 said statute. No water table or septic tanks shall be installed on any lot.
- Maintenance** - No refuse 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. Cans and trash shall be held in containers which are not visible from the street, except on collection day.
- Limitation On Time** - All residential construction must be completed within one year after the starting date, including the final grading.
- Parking Facilities** - No boats, campers, trailers of any kind, buses, mobile homes, trailers, motorcycles, semi-trailers, or any other unconventional vehicles of any description, shall be permitted, parked, or stored on any lot in this subdivision except that any such vehicle may be parked or stored completely within an enclosed garage, except for personal automobiles, vans and pick up trucks which may be parked on the driveway. The parking of any type of truck or vehicle shall not be permissible upon the streets, other than temporary parking by guests, business and subcontractors of any owner. Except while on enclosed garages, no tractors or unlicensed vehicles shall be parked or repaired on any lot in this subdivision, or in any street thoroughfare, driveway, garage, and other feature may be parked for a maximum of 2 days of one time for the purpose of preparation or loading.
- Storage Units** - No refuse and storage units above or below ground shall be placed in this subdivision.
- 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 and approved by the Architectural Control Committee. Chain-link fencing must be of the dark vinyl coated type. All fencing must be constructed to good condition. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line on the side of the residence.
- Signage** - Each homeowner (lot owner) shall be responsible for constructing a four (4) foot wide concrete sidewalk of 6000 strength shall extend four (4) inches thick, sloped 1/8" from the lot corner the street and minimum points each forty-eight (48) feet, along the entire street frontage of the residential lot. The sidewalk shall be constructed prior to completing final lot grading. The sidewalk shall be located one (1) foot inside the street right-of-way line (not on the lot) and parallel to the street right-of-way line. The lot owner is responsible for the repair and maintenance of the sidewalk for the entire 1 year from completion of residence. Therefore, the Homeowner Association shall be responsible for maintenance and upkeep of the sidewalk except for any damage done by the adjoining lot owner.

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DULY ENTERED
FOR TAXATION
JAN 3 1998
[Signature]
Hancock County

WINDHAVEN AT THE HAVENS, SECTION ONE COVENANTS

B 352
INSPL. NO. **98-1016**

17. **Access.** All communications antennas shall be placed inside and not of view. Antenna dishes shall be placed behind the residence and not exceed 24" in diameter.
18. **Utilities.** The Developer or its Assignee shall require a licensed engineer to site each residence and shall establish a design, materials, and code specifications for the utilities which shall be standard for all residences in this subdivision.
19. **Architectural Design.** No dwelling, building structure, improvement, exterior alteration or change of original color or material shall be constructed, placed or performed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made for the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement or alteration. Such plans shall include site plans where applicable showing the location of all improvements existing under or upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, with precise and clearly delineated. Such plans and specifications shall set forth color and composition of exterior materials proposed to be used and any proposed landscaping together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" Equals 1'-0". All plans and drawings required to be submitted to the Committee shall be prepared by either a registered land surveyor, engineer or architect. All plans submitted for improvement Location Plans shall bear the stamp or signature of the Committee acknowledging the approval thereof.
20. **Water Technology.** Devices for water technology must be architecturally integrated within the primary residence and must be approved by the architectural control committee.
21. **Construction Methods.** No masonry or concrete homes will be permitted in this subdivision. No wood foundations or wood basements shall be permitted.
22. **Subsidiary Structures.** Outbuildings or necessary buildings shall be permitted on any lot only if approved by the Architectural Control Committee. The approval for such structures shall be in the same manner as is required for a primary residence. All outbuildings and necessary structures shall be required to have exterior finish in appearance to be approved.
23. **Homeowners Association.** Each lot owner shall be required to join the Homeowners Association for the purposes outlined in the Homeowners Association By-Laws.
24. **Setbacks.** Existing setbacks must be placed behind the residence. All setbacks must be below ground.
25. **Fence.** No artificial, detached, or quality of any kind shall be placed, used or kept on any lot, except dog, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal kept on a lot is permitted to roam at large within the subdivision and shall be confined to the owners premises.
26. **Lot Maintenance.** All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and landscaping adjacent shall be maintained in a neat and attractive manner. Fences shall be kept behind residences, and located in a rear location.
27. **Storm Sewer.** All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and landscaping adjacent shall be maintained in a neat and attractive manner. Fences shall be kept behind residences, and located in a rear location.

28. **Utility Easements.** There are strips of property on shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of electric and telephone facilities (hereinafter referred to as Utility Easements). No permanent structure or other construction shall be erected or maintained on such Utility Easements comprising a part of the lot, subject to the right of such public utility to ingress and egress to and from poles, towers, troughs, and over the Utility Easement.
29. **Developer's Right to Sell.** The Developer specifically reserves unto itself the right and privilege to cause additional real estate not shown on the Preliminary Planned Unit Development Plan for the Haven, in either Summerhollow or Windhaven or both, and the owners of lots within the real estate shall be entitled to the use and benefit of Haven Park to participate on the Haven Park Association Board of Directors, and shall be obligated to pay their fair share of the expenses for said Park. Developer reserves the right to take any action reasonably necessary to accomplish the above.
30. **Enforcement of Covenants.** The right to enforce these covenants by restriction, 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, the developer no longer has any right, obligation or standing to enforce any covenant. The right of enforcement of any violation of the Covenants contained herein, including any expenses and attorney's fees, shall be obtained by any property owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments on 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.
31. **Duration of Covenants.** These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them. At any time, a Covenant may be changed in whole or in part upon 1) an affirmative vote of sixty percent (60%) of the then owners of lots in the subdivision, and 2) with the consent of the Developer. If the Developer does not own one or more lots in the subdivision, the consent of the Developer shall not be required. Violation of any of the foregoing Covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
32. **SEVERABILITY.** Every one of the Restrictions is hereby deemed to be independent of, and severable from, the rest of the Restrictions and if and from any other one of the Restrictions, and if and from every condition of the Restrictions, then, 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.

We, R. & F. Development, Inc., do hereby certify that we are the owners of the property described in the above caption and that on each date, we have caused the said above described property to be surveyed and replatted as shown on the herein shown plat, so our own free and voluntary act and deed.

R. & F. DEVELOPMENT, INC.
By: Steven R. Kelly, Pres.
STEVEN R. KELLY, President

STATE OF INDIANA) ss:
COUNTY OF HANCOCK)
I, Jessie S. Spaul, a notary public in and for said County and State, do hereby certify that STEVEN R. KELLY is personally known to me to be the same person whose name is subscribed in the above restrictions, appeared before me this day in person and acknowledged that he signed the above certificate on his own free and voluntary act and deed for the purpose therein set forth.

Other: under my hand and notarial seal this 2nd day of January, 1998.

Jessie S. Spaul
Notary Public
Resident of Hancock County

Witness: James D. O'Brien
Name: JAMES D. O'BRIEN
Address: 1-2-08

DULY ENTERED
FOR TAXATION
JAN 30 1998
James D. O'Brien
Notary Public

9801086
98 JAN 30 AM 11:41