


Final Plat
GRANDVIEW
 (Subdivision)

Part S.W. 1/4, Section 35, part S.E. 1/4, Section 34, Township 17 North, Range 6 East
 Vernon Township, Hancock County, Indiana

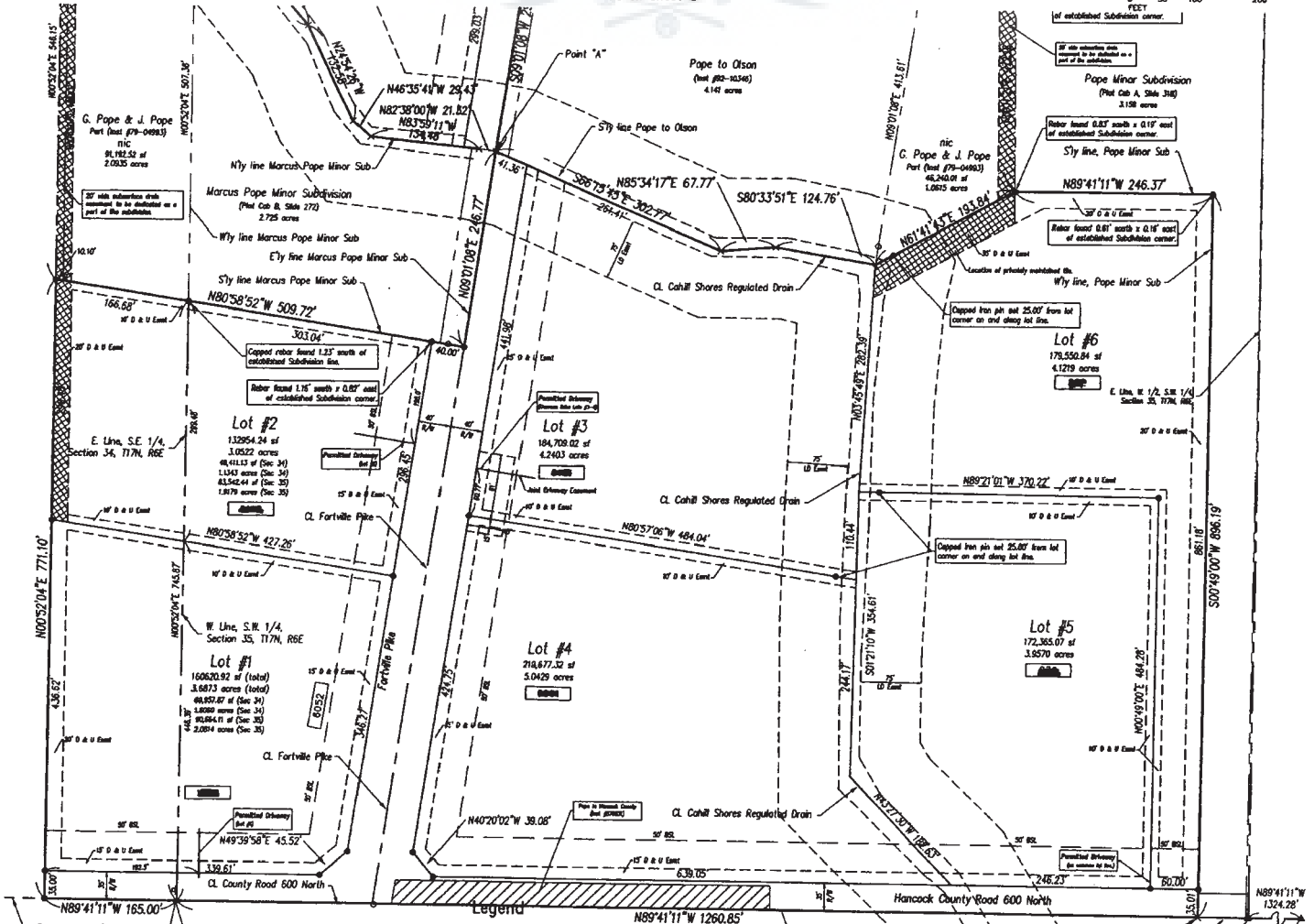
CAROLYN GRASS 4P
 HANCOCK COUNTY RECORDER
 MEN Date 04/18/2005 Time 15:23:56
 FEE: 33.00
 I 050004875 Page 1 of 4

APPROVAL SIGN-OFF
 Plan Commission Approval: *Mark J. ...*
 Drainage Approval: *David M. ... 4/6/2005*
 Address Approval: *Mark J. ...*
 Erosion Control Approval: *Brandon ... Cindy ... 4/6/05*
 County Engineer Approval: *James ... 4/9/05*
 County Sanitation Approval: *... 4-6-2005*
 County Commissioners Approval: *... 4-18-05*

050004875
 CAB C
 SLIDE 203



Cont'd on Sheet 2



Legend

- Lot Number
- Lot area in Square Feet
- D & U East
- Drainage & Utility Easement
- Right-of-Way
- Legal Description
- Corner Reference
- Lot Area
- Permitted Driveway
- Other

Grandview
 48,7324 acres
 (2,122,782.67 sf)

Dedicated R/W in the major subdivision consists of 3.8888 acres (168,397.05 sf). This excludes the area previously dedicated under plat #0756331.

Revised to add reference corner set (Lots #10 & 11), changed reference to private lte system per phone w/HanCo Surv D.Small on 4/5/05.
 Revised to correct perimeter based on additional found points during February, 2005.
 Revised to include permitted driveway locations per permit report dated 8/9 & 8/10/04.
 Revised per comments from the HanCo Surv / D.Small per fax dated 4/26/04.
 Revised per comments from the HanCo Surv / D.Small per TAC form dated 4/13/04.

S.W. corner, Pope Minor Subdivision (re-established from plot dimensions) N89°41'11"W 60.00'

S.E. corner, NE 1/2, S.W. 1/4, Section 35, T17N, R6E - Pope Minor Subdivision (Plot Cab A, Slide 318) N89°41'11"W 246.37'

S.E. corner, S.W. 1/4, Section 35, T17N, R6E (Plot in concrete per C.S. Inc.)

This instrument prepared by:
Pendleton Consulting
 P.O. Box 67 Pendleton, Indiana 46064
 Phone (765) 778-6540 Fax 765-778-3571
 email: a.hansen@pendletonconsulting.net

TAXER CHECKS
 OF
 009 5095200 ER

DULY ENTERED FOR TAXATION
 APR 18 2005
 Auditor of Hancock County



Final Plat
GRANDVIEW
(Pope's Subdivision)

Part S.W. 1/4, Section 35, part S.E. 1/4, Section 34, Township 17 North, Range 6 East
Vernon Township, Hancock County, Indiana

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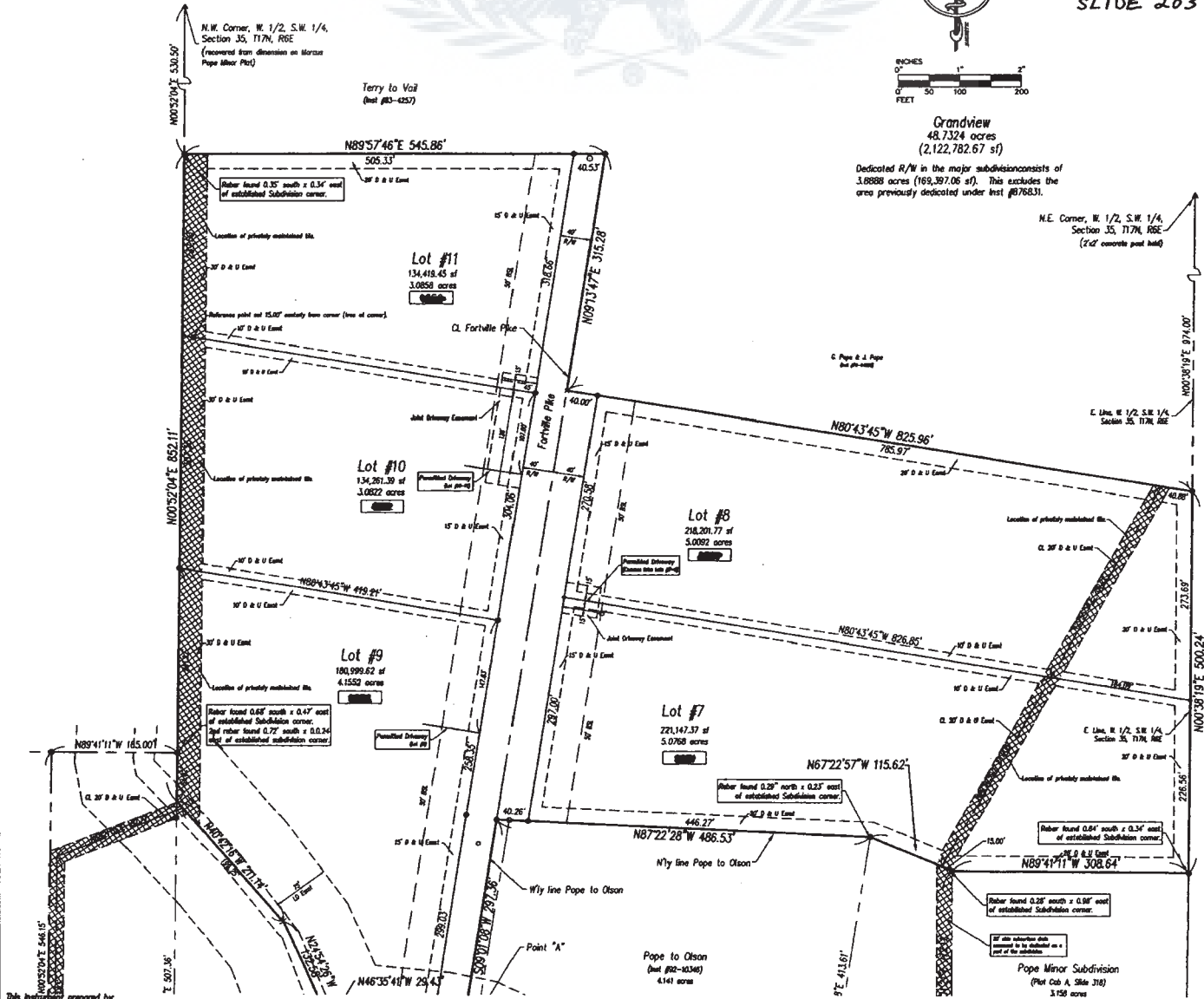
Page 2 of 4

050004875
CABC
SLIDE 203



Grandview
48.7324 acres
(2,122,782.67 sf)

Dedicated R/W in the major subdivision consists of 3.8888 acres (169,397.06 sf). This excludes the area previously dedicated under Inst #876831.



This instrument prepared by:
Pendleton Consulting
P.O. Box 67 Pendleton, Indiana 46064
Phone (765) 778-4548 Fax 765-778-3571
email a.bourgeois@pendletonconsulting.net

Revised to add reference corner set (Lots #10 & 11), changed reference to private life system per phone w/HanCo Surv D.Small on 4/5/05.
Revised to correct perimeters based on additional found points during February, 2005.
Revised to include permitted driveway locations per permit report dated 8/9 & 8/10/04.
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The Hancock County Auditor
Sheet 2 of 4

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(Pope's Subdivision)

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Part S.W. 1/4, Section 35, part S.E. 1/4, Section 34, Township 17 North, Range 6 East
Vernon Township, Hancock County, Indiana

PLAT DESCRIPTION

A part of the lands as represented by a Situation Survey, dated April 21, 2004, prepared by Pendleton Consulting and certified by Stephen E. Bourque, Indiana Professional Land Surveyor #S0441, and recorded as Instrument #040814721, in the Office of the Recorder, Hancock County, Indiana, being a part of the Southwest Quarter of Section 35 and the Southwest Quarter of Section 34, both in Township 17 North, Range 6 East of the Second Principal Meridian, Vernon Township, Hancock County, Indiana, more particularly described as follows:

BEGINNING at the Southwest corner of the Pope Minor Plat Subdivision, said plat recorded in Plat Cabinet A, Slide 318, (Office of the Recorder), said point being on the South line of said Southwest Quarter, said point also being in the center of Hancock County Road 600 North as established by said plat and as now located; thence North 89 degrees, 41 minutes, 11 seconds West, (bears of bearing being the Marcus Pope Minor Subdivision, referenced hereafter) along said South line and said Road, 1425.85 feet, into said Southwest Quarter, to a point 155.00 feet westerly from the Southeast corner of said Southwest Quarter; thence North 00 degrees, 52 minutes, 04 seconds East, parallel with the East line of said Southwest Quarter, 771.10 feet to a point on the westerly extension of the southerly line of the Marcus Pope Minor Subdivision, said plat recorded in Plat Cabinet B, Slide 272 (Office of the Recorder); thence South 80 degrees, 58 minutes, 52 seconds East, along said extension and southerly line, 508.72 feet to the southeasterly corner of last said plat, said point being in the center of Fortville Pike, as established per said plat; thence North 09 degrees, 01 minutes, 03 seconds East, along the westerly line of said plat and in said Fortville Pike, 246.77 feet to the southeasterly corner of a certain parcel of land conveyed to Stephen E. and Any G. Olson, per warranty deed recorded as Instrument #92-10346 (Office of the Recorder), said point by reference also being in the center of the Thomas New Ditch (Lago Drain) as established in said deed, said point hereafter referred to as Point "A", said point also being the northeasterly corner of said Marcus Pope Minor Subdivision and in the center of said Thomas New Ditch, (the next five courses being along the northerly line of last said subdivision and in the center of said ditch).

- (1) thence North 82 degrees, 38 minutes, 00 seconds West, 21.32 feet;
- (2) thence North 83 degrees, 59 minutes, 11 seconds West, 134.48 feet;
- (3) thence North 46 degrees, 35 minutes, 41 seconds West, 29.43 feet;
- (4) thence North 24 degrees, 54 minutes, 26 seconds West, 132.58 feet;
- (5) thence North 40 degrees, 42 minutes, 16 seconds West, 211.14 feet to the northeasterly corner of last said subdivision, said point being on said West line; thence North 00 degrees, 52 minutes, 04 seconds East, along said West line, 852.11 feet to the southeasterly corner of a certain parcel of land conveyed from Raymond and Elizabeth Terry to Stephen and Shelley Voll, per Warranty Deed recorded as Instrument #93-4257 (Office of the Recorder); thence North 89 degrees, 57 minutes, 46 seconds East, along the southerly line of last said parcel, 545.86 feet to a point in the center of Fortville Pike as now located; thence South 09 degrees, 13 minutes, 47 seconds West, along the center of said Fortville Pike, 315.28 feet; thence South 80 degrees, 43 minutes, 45 seconds East, 825.96 feet to a point on the East line of said Southwest Quarter; thence South 00 degrees, 38 minutes, 19 seconds West, along said East line, 500.24 feet to a point on the northerly corner of said Pope Minor Subdivision, thence North 89 degrees, 41 minutes, 11 seconds West, along the northerly line of said plat, 306.64 feet; thence North 87 degrees, 22 minutes, 57 seconds West, 715.62 feet, to the northeasterly corner of said Olson parcel; (the next five (5) courses being on and along northerly, westerly and southerly lines of said parcel).

- (1) thence North 87 degrees, 22 minutes, 26 seconds West, 485.53 feet, to a point in the center of said Fortville Pike;
- (2) thence South 09 degrees, 01 minutes, 03 seconds West, along said centerline, 297.36 feet, to said Point "A", said point also being in the center of said Ditch;
- (3) thence South 66 degrees, 15 minutes, 46 seconds East, along the center of said Ditch, 302.77 feet;
- (4) thence North 85 degrees, 34 minutes, 17 seconds East, along the center of said Ditch, 67.77 feet;
- (5) thence South 80 degrees, 33 minutes, 51 seconds East, along the center of said Ditch, 124.76 feet, to the southeasterly corner of said Olson Parcel;
- (1) thence North 61 degrees, 41 minutes, 43 seconds East, 193.84 feet to a southeasterly corner of said Pope Minor Subdivision Plat; thence South 89 degrees, 41 minutes, 11 seconds East, along a southerly line of said Plat, 246.37 feet; thence South 00 degrees, 49 minutes, 00 seconds West, along a westerly line of said plat, 896.19 feet, to the POINT OF BEGINNING, containing 44.7324 acres (2,122,782.67 square feet), more or less, subject to all easements, highways, rights-of-way and restrictions of record.

This subdivision contains 48 lots, numbered 1 through 48 (all inclusive), together with the streets, rights-of-way, easements and other public ways as shown on the plat.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

I, Stephen E. Bourque, hereby certify that I am a Licensed Professional Land Surveyor, #S0441, registered in compliance with the laws of the State of Indiana, and I do hereby further certify that I have surveyed the property described in the above caption and that I have subdivided same into blocks and lots as shown on the heron drawn plat. This plat represents said survey and subdivision in every detail. Monuments shown are in place, or will be placed. All lot corners will be marked with rebars with caps.

Dated this 24th day of March, 2005.


Stephen E. Bourque
Indiana Professional Land Surveyor #S0441



DECLARATION OF DEDICATION AND COMMENTS

The undersigned, Jeffrey Pope and Gary L. Pope ("Developer"), as owners of the lands shown and described herein, does hereby lay out and subdivide said real estate, in accordance with the within plat.

This subdivision shall be known and designated as "Grandview", in addition to Hancock County, Indiana and shall be subject to the following restrictions which shall operate as perpetual covenants.

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 and maintained no buildings and structures.

A perpetual easement is hereby granted to any public utility, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement" (D. & U.E.) to install, lay, construct, remove, operate, maintain and remove conduits, cables, pipes, poles and wires overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with telephone, electric and gas, sewer and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public therein) the right to use the streets and lots with certain service wires to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the purposes aforesaid. No buildings, fences, structures or other structures shall be placed on said area as shown on the plat and marked "drainage and utility easement" (D. & U.E.), but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted. A perpetual easement is also hereby

granted to the Homeowners Association, their successors and assigns, within the area shown on the plat and marked "landscape easement (L.E.)" to install, construct, maintain and replace earth mounds, grass, shrubs, trees, flowers, lights, signs and landscape structures and accessories with all necessary equipment for the purpose of servicing the subdivision. No fencing of any kind shall be permitted on said landscape easements unless constructed by the Homeowners Association for landscape purposes.

There are areas noted on the plat within the dedicated drainage and utility easements where lines are installed that are to be privately maintained. The cost of maintenance, reconstruction and repair for these line systems, is to be shared equitably by the owners of the affected lots/line systems, except for damage that may be caused by individual owners of the affected lots. The line systems and their affected lots are Lots #1 and 2, Lots 7 & 8, Lots #9, 10 and 11.

The owner(s) of the herein described real estate, for himself, and for all future owners and occupants of said real estate, or any parcel or division hereof, for and in consideration of the right to develop the real estate for other than agricultural uses, hereby:

- 1) Acknowledges and agrees that the real estate is adjacent to an area zoned or used for recreational purposes, which uses include, but are not limited to: a) production of crops; b) animal husbandry; c) land application of animal waste; d) riding, breeding and sale of livestock and poultry; including confinement feeding operations; e) use of farm machinery; and/or f) the sale of farm products.
- 2) Waives any and all objections to any agricultural uses within two miles of any boundary of the real estate.
- 3) Agrees that agricultural uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endanger human health.
- 4) Agrees that this covenant is for the benefit of Hancock County, Indiana, and for all persons engaged in agricultural uses within two miles of any boundary of the real estate and is enforceable by any of the foregoing.

1. As required by the Hancock County Drainage and Sediment Control Ordinance (No. 1997-30), the property is subject to the following conditions:

- (a) Open channels and tile drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments.
- (b) It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply of all times 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.
- (c) The property shall be graded pursuant to the final site construction plan and may not thereafter be altered or changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.
- (d) 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.
- (e) Drainage swales (ditches) along detached roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, filled 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. Molar 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 molar. Driveways may be constructed over these swales or ditches only when appropriate steel culverts are installed as set out in Section 71-47 (5) of the Hancock County Subdivision Control Act.

(f) Any property owner altering, changing, or damaging these 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.

2. No fence, wall, hedge, tree or other shrub planting which obstructs sight lines and elevations between the heights of 2 and 6 feet above the street shall be placed or permitted to remain on any lot within the subdivision.

3. The same sight limitations shall apply to any lot within the area of the intersection of a street right-of-way line with the edge of the driveway pavement.

4. No trees shall be planted in the road right-of-way. No trees larger than 8 inches in diameter (measured thirty-six (36) inches above the ground surface) may be cut without permission of the Architectural Control Committee.

5. The developer shall be the initial Architectural Control Committee, which Committee shall prepare the external design, appearance and location of residences, buildings, structures, fences, swimming pools, or other improvements placed on any lot or common area in the subdivision.

6. All lots in this subdivision shall be designated as residential lots. No lot shall be further subdivided to create additional building lots. However, the Architectural Control Committee may approve plans to subdivide any lot (the "Subdivided Lot") into the use and construction of a residence on the Subdivided Lot together with a contiguous lot, or to allow a Subdivided Lot to be used as a side yard of a contiguous lot. Except as herein stated, no more than one (1) residence be built on any one (1) lot in the subdivision. No building shall be located nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat.

7. All driveways shall be paved with concrete, or other all-weather surface materials as approved by the Architectural Control Committee to a minimum of 20 feet inside the right-of-way. The design, architecture, landscaping and location of all fencing and driveways, including concrete driveways, shall be approved by the Architectural Control Committee. In the event any property owner fails to adequately maintain its driveway or common driveway, the Homeowners Association shall perform the maintenance required as determined in the Homeowner Association's sole discretion, and charge the property owner for same.

8. The parking of any type or kind of vehicle shall not be permissible upon any lot or street, other than temporary parking by guests and invitees of any owner. Except within an enclosed garage or fenced area, no motor home, boat, recreational vehicle of any type, semi-tractor, trailer, inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street through.

9. There shall be no more than 17 lots in the subdivision and no lot in the subdivision shall be less than 3.0 acres.

10. The minimum square footage of dwellings constructed on various residential lots in the Development exclusive of porches, garages, or basements below ground level shall be no less than 2,750 square feet for a one-story structure, or 1,750 square feet of ground level area exclusive of porches, garages, or basements below ground level if higher than one-story, provided that higher than one-story structures have a minimum of 2,750 square feet total living area, exclusive of porches, garages, or basements below ground level.

11. All home shall have exteriors of brick, masonry, stucco, wood or stone or similar materials. Vinyl or aluminum may be used only on soffits, fascia, gutters and downspouts. The minimum roof pitch shall be 8/12. Dimensional shingles are required.

12. All homes shall have a three (3) car garage or greater, the front of which may not open towards the front of the house.

13. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, boat, garage, basement, or outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, or junk yard of any kind will be permitted in this subdivision.

14. All structures on any lot in this subdivision shall be constructed with of new material, except used brick is acceptable, and no used structures shall be relocated or placed on any such tract unless specifically submitted and approved by the Architectural Control Committee, which may make extensive restrictions concerning the same.

15. No construction shall be commenced, nor shall any building, structure or other improvements (including, without limitation, but not limited to landscaping, fences, walls, driveways, swimming pools and walkways) be erected, installed, removed, placed or altered or changed in exterior on any lot in this plat until the building plans, specifications and site plans (hereinafter referred to as "plans") are approved by the local authority having jurisdiction over the location thereof and of all improvements proposed, including driveway size and location and drainage, color and material of all exterior materials to be used shall be

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This instrument prepared by:

P.O. Box 67 Pendleton, Indiana 46064
Phone (765) 778-4540 Fax 765-778-3571
email s.bourque@pendletonconsulting.com

Revised to add Appendix BB note regarding farm uses to text per M.Date on 4/8/05
Revised to add reference corner set (Lots #10 & 11), changed reference to private tie system per phone w/HanCo Surv D.Small on 4/5/05
Revised to include permitted driveway locations per permit report dated 8/9 & 8/10/04.
Revised per comments from the HanCo Surv / D.Small per fax dated 4/26/04.
Revised per comments from the HanCo Surv / D.Small per TAC form dated 4/13/04.

APR 18 2005
REGISTERED
PUBLIC
NOTARY
TAXATION
Jeffrey Pope
Gary L. Pope
Hancock County, Indiana
Sheet 3 of 4



Final Plat
GRANDVIEW
(Pope's Subdivision)

Part S.W. 1/4, Section 35, part S.E. 1/4, Section 34, Township 17 North, Range 6 East
Vernon Township, Hancock County, Indiana

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CABC

SLIDE 204

submitted to the Architectural Control Committee with any other information and material the Architectural Control Committee may require. Such material is to be submitted in writing by the lot owner and approved in writing by the Architectural Control Committee as to the compatibility of the interior and exterior design, appearance and location of the same with existing structures in this plot and as to the conformity of the same with the intent of the covenants and restrictions set herein. Two (2) complete set of plans and specifications for any such proposed construction or improvement shall be submitted. There shall also be submitted, where applicable, any permits or reports required by law. All such plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect (other than landscaping plans that do not contemplate any construction other than planting trees, shrubbery and flowers). The destruction of trees and vegetation and any other matter as may affect the environment and ecology of this subdivision shall be the proper concern of the Architectural Control Committee. The Architectural Control Committee shall have the sole and absolute discretion in granting or denying all plans and materials, as well as the design, appearance and location of the proposed building, structure or other improvements.

In witness thereof, the undersigned have hereunto caused it and their names to be subscribed this 13 day of April, 2005.

"DEVELOPER"

[Signature]
Gary L. Pope

State of Indiana)
County of Hancock) SS:

Before me a notary public, in and for said county and state, personally appeared Gary L. Pope and Jeffrey Pope and acknowledged the execution of the foregoing instrument to be their voluntary act and deed and affixed their signatures thereto.

Notary Public: [Signature] County of Residence: Hancock

Printed Name: Roy L. Wilson My Commission Expires: 5-13-08

CERTIFICATE OF OWNERSHIP

We, Gary L. Pope and Jeffrey Pope, do hereby certify that we are the owners of the property described in the above caption and that as such owners we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our free and voluntary act.

"OWNERS"

[Signature]
Gary L. Pope

State of Indiana)
County of Hancock) SS:

Before me a notary public, in and for said county and state, personally appeared Gary L. Pope and Jeffrey Pope and acknowledged the execution of the foregoing instrument to be their voluntary act and deed and affixed their signatures thereto.

Notary Public: [Signature] County of Residence: Hancock

Printed Name: Roy L. Wilson My Commission Expires: 5-13-08

ACCEPTANCE OF DEDICATIONS

Be it resolved by the Board of Commissioners, Hancock County, Indiana, that the dedications shown on this plat are hereby approved and accepted this 13th day of April, 2005.

[Signature] ARMIN B. APPLE
[Signature] BRIAN T. KLEIMAN
[Signature] JACK WETDEN

PLAN COMMISSION APPROVAL

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

By: [Signature] JOHN D. KANAWOOD
Secretary

Date: April 18, 2005.

Void unless recorded before _____

- Revised to add reference corner set (Lots #10 & 11), changed reference to prints the system per phone w/HanCo Surv D.Small on 4/5/05.
- Revised to correct permitter based on additional found points during February, 2005.
- Revised to include permitted driveway locations per permit report dated 8/9 & 8/10/04.
- Revised per comments from the HanCo Surv / D.Small per fax dated 4/26/04.
- Revised per comments from the HanCo Surv / D.Small per TAC form dated 4/13/04.

16. Outbuildings and their location must be approved by the Architectural Control Committee. Outbuildings shall be constructed of new materials, on a permanent foundation, and be similar in appearance with the residence on the lot on which the outbuilding is being built.

17. During, and at the conclusion of, the period of any construction activity on a lot, the builder performing such construction shall be required to keep his construction activity confined to such lot and shall keep all streets adjacent to such lot free of materials and debris and in a clean state. Without limiting the foregoing general requirements, a builder shall clean such adjacent streets within forty-eight (48) hours of any specific request therefore made by the Architectural Control Committee.

18. All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.

19. No noxious 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. Garbage and trash will be kept in containers which are not visible from the street, except on collection day. The same vendor shall be used for recycling and trash collection.

20. No satellite dish greater than twenty-four inches (24") in diameter or any communication tower/antenna shall be allowed. Any television reception antenna shall be placed within the attic of the main residence.

21. Devices for solar technology must be architecturally integrated within the structures and must be approved by the Architectural Control Committee.

22. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that horses, dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. All horses shall be restricted to areas behind the home. No crops other than garden type crops, are permitted on the lot. Electric strand fences are not permitted. Any fence shall be woven wire, wood or vinyl board fences.

23. Notwithstanding any Hancock County Ordinance to the contrary, fencing shall not exceed six (6) feet in height. Chain-link fencing is not permitted. All fencing must be maintained in good condition. All privacy fencing must be of a style adopted by the Architectural Control Committee and match the color of the main residence. All fencing shall be approved by the Architectural Control Committee.

24. The Architectural Control Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for mailbox which shall be standard for all mailboxes in this subdivision. These mailboxes will be purchased by the builder and maintained by the owner.

25. All homes in the subdivision shall be built by custom builders approved by the Developer. Homeowners may build or subcontract the building of their own home if approved by the Architectural Control Committee. Some manufactured components may be permitted by the Architectural Control Committee in its sole and absolute discretion.

26. All building plans, site plans, and landscape plans shall be submitted to the Architectural Control Committee for approval at least 2 weeks prior to starting construction, and prior to applying for the building permit.

27. Fireplaces. All exterior wall chases are to be brick or other masonry material.

28. Minimum landscape requirement (unless variance is approved by the Architectural Control Committee). Trees: three (3) ten inch or larger diameter trees will be required to be planted in the front yard of each residence. Species are as follows:

- One (1) flowering
- One (1) pine
- One (1) selection by purchaser

The landscape design shall also include at least twenty (20) shrubs in the front yard with a mixture of flowering and evergreen with an 18 inch spread or height.

29. Each lot owner by virtue of the purchase of a lot is a member of the Homeowners Association and shall be bound by the terms outlined in the said Homeowners Association By-Laws and Articles of Incorporation, which shall include mandatory assessments.

30. All water systems and septic systems in this subdivision shall be in compliance with the regulations or procedures by the Indiana Department of Health or other civil authority having jurisdiction.

31. No fuel storage tanks in this subdivision shall be permitted, except as may be permitted by the Architectural Control Committee.

32. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect on the validity, enforceability of running quality of any other one of the restrictions.

Unless amended by a vote of a majority of the owners of the lots of the subdivision, 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, 2025 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 lots covered by these covenants, or restrictions, in whole or in part. Invalidity 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 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 reserved to the several owners of the several lots in this subdivision and to their heirs and assigns. The cost of the enforcement of any violation of these covenants, including any reasonable expenses and attorneys fees, shall be paid by any owner of any lot found to be in violation of these covenants.

This instrument prepared by



P.O.Box 67 Pendleton, Indiana 46064
Phone (765) 778-4540 Fax 765-778-3571
casil@hvacspec@pendletonconsulting.net

DULY ENTERED
FOR TAXATION
APR 18 2005

[Signature]
Auditor of Hancock County

Sheet 4 of 4