



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

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

BRANDYWINE TRACE

AN ADDITION TO THE CITY OF GREENFIELD, INDIANA

- COVENANTS -

DEED OF DEDICATION: We, the undersigned, Bob Medlin and Donna Medlin, owners of the real estate shown and described herein, do hereby certify that we have laid off platted 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 BRANDYWINE TRACE, an Addition to the City of Greenfield, Indiana. 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 sheds, mini-barns 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. Developer is the owner of certain real estate more particularly described in the Record plat attached hereto and made a part hereof (the "Initial Real Estate").

2. Developer intends to subdivide the Initial Real Estate into residential lots as generally shown on the Plat for "Brandywine Trace", as hereafter recorded in the Office of the Recorder of Hancock County, Indiana.

3. Before so subdividing the Initial Real Estate, the Developer desires to subject the Initial Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements and liens for the purpose of preserving and protecting the value and desirability of the Initial Real Estate for the benefit of each owner of all or any part thereof.

NOW, THEREFORE, Developer hereby declares that the real estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, and liens, which shall run with the land and shall be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in the Real Estate, or any part thereof.

ARTICLE I

NAME

The name by which the Real Estate shall be known is "Brandywine Trace".

ARTICLE II

DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

2.1 "Developer" means Bob and Donna Medlin and any successors or assigns of it whom it designates in one or more written recorded instruments to have the rights of Developer hereunder, including, without limitation, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer.

2.2 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the later of the following: (i) the date Developer no longer owns any Lot within or upon the Real Estate or (ii) the date which is three (3) years after the date on which all improvements and installation required by the Subdivision Control Ordinance of Greenfield, Indiana, as amended, have been completed and, if applicable, accepted for public maintenance by all appropriate governmental units or agencies thereof.

2.3 "Drainage Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Drainage Easements, either separately or in combination with any other easement designated on such Plat.

2.4 "Landscape Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Landscape Easements, either separately or in combination with any other easement designated on such Plat.

2.5 "Lot" means any nu on any Plat of all or any part

2.6 "Mortgagee" means t Lot.

2.7 "Owner" means the entities, of fee-simple title to a having such interest merely as specifically indicated to the com Developer so long as Developer s

2.8 "Plat" means the sul the Final Plat for "Brandywine T Recorder of Hancock County, Ind

2.9 "Utility Easements" n part of the Real Estate as Utility any other easement designated c

All Owners, their tenants, using or occupying a Lot or any observe and comply with the cov set forth in this Declaration.

The Owner of any Lot and conveying title thereto or the ex whether from Developer or a sub occupancy of such Lot, shall con executed such contract or under conditions, restrictions, terms an such deed, execution of such coi and all other persons acknowledged himself, his heirs, personal repre and consent to and with Develop keep, observe, comply with and p and provisions of this Declaratio

4.1 Utility and Sidewalk l reserves the Utility and Sidewalk (not including transportation con installation, maintenance, repair cables and other equipment and cable television services, and side obstructions, except walks or driv Easements except as set forth he

4.2 Drainage Easements. the Drainage Easements (i) for tl for access to and installation, re drainage (including retention and installation, for the Real Estate a Department of Public Works of th repair or replacement of such dr of a Lot subject to a Drainage Es Drainage Easement on his Lot fre drainage will be unimpeded. No shall be erected or maintained u No permanent buildings, fences, s

4.3 Access Rights. Develo access easement over and across limitations hereinafter provided i utility companies (not including t for access to the Utility Easemen of Developer, or its designers, du Department of Public Works of th Easements created and reserved b the access easement created by t Real Estate which is not in, on, u improvement or the foundation of Estate. The parties for whose be reserved shall exercise such acces necessary and appropriate.

DULY ENTERED
FOR TAXATION

JUN 25 1997

Joseph D. Sattler
Auditor of Hancock County

ACCURA
LAND SURVEYING

712 F North Street Greenfield, IN 46140

CABINET	SLIDE
B	333
INSTR. #	
97-6497	

BRANDYWINE TRACE

THE CITY OF GREENFIELD, INDIANA

- COVENANTS -

and Donna Medlin,
I hereby certify that we
have subdivided said

2.5 "Lot" means any numbered parcel of land shown and identified as a lot on any Plat of all or any part of the Real Estate.

2.6 "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

2.7 "Owner" means the owner of record, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation unless specifically indicated to the contrary. The term Owner as used herein shall include Developer so long as Developer shall own any Lot.

2.8 "Plat" means the subdivision plat of the Initial Real Estate identified as the Final Plat for "Brandywine Trace", as hereafter recorded in the Office of the Recorder of Hancock County, Indiana.

2.9 "Utility Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Utility Easements, either separately or in combination with any other easement designated on such Plat.

BRANDYWINE TRACE, an Addition
not heretofore

may be amended
if the Division is located,

herein as "DRAINAGE AND SEWER DISTRICT" of all utilities, water and sewer districts that may, in the future, its successors or assigns, be authorized to do any and all work, including but not limited to, erect buildings, fences and other structures, as "DRAINAGE AND SEWER DISTRICT" and landscaping and other uses or rights herein

as particularly described in the
Final Plat of the Real Estate).

into residential lots
as recorded in the

Developer desires to
impose conditions,
and protecting the
interest of each owner of all or

estate is and shall
be leased, rented, used,
subject to covenants,
conditions, restrictions,
and easements, with the land and shall
be subject to any other person or entity
owning the Real Estate, or any part

ARTICLE III APPLICATION

All Owners, their tenants, guest, invitees and mortgagees, or any other person using or occupying a Lot or any part of the Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration.

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, or (ii) by the act of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Developer, and also for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Developer and the Owners from time to time of the Lots, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE IV PROPERTY RIGHTS

4.1 Utility and Sidewalk Easements. Developer hereby declares, creates and reserves the Utility and Sidewalk Easements for the use of all public utility companies (not including transportation companies) and governmental agencies, for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services, and sidewalks. No permanent structures, fences, or other obstructions, except walks or driveways, shall be erected or maintained upon said Utility Easements except as set forth herein.

4.2 Drainage Easements. Developer hereby declares, creates and reserves the Drainage Easements (i) for the use of Developer during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage (including retention and detention basins) or appropriate underground installation, for the Real Estate and adjoining property and (ii) for the use of the Department of Public Works of the City of Greenfield for access to and maintenance, repair or replacement of such drainage system; provided, however, that each Owner of a Lot subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the surface water drainage will be unimpeded. No permanent structures, except walks or driveways, shall be erected or maintained upon said Drainage Easements except as set forth herein. No permanent buildings, fences, sheds, mini-barns or trees shall be placed in said easements.

4.3 Access Rights. Developer hereby declares, creates and reserves an access easement over and across the entirety of the Real Estate (subject to the limitations hereinafter provided in this paragraph 4.3): (i) for the use of all public utility companies (not including transportation companies) and governmental agencies for access to the Utility Easements created and reserved herein, and (ii) for the use of Developer, or its designers, during the Development Period and for the use of the Department of Public Works of the City of Greenfield for access to the Drainage Easements created and reserved herein. Notwithstanding the foregoing, the area of the access easement created by this paragraph 4.3 shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or other improvement or the foundation of a building or other improvement located on the Real Estate. The parties for whose benefit this access easement is herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

Brandywine Trace".

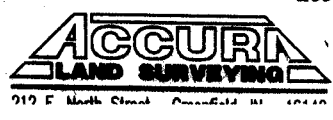
initial capital letters,

as here written recorded
without limitation,
pursuant to the
order of Developer.

conforming with the
terms of the following: (i) the
Final Plat of the Real Estate or (ii) the date
of recording and installation
of the same, as
shown on the public maintenance

on any Plat of all or
any part of the Real Estate or in combination

on any Plat of all
or any part of the Real Estate or in



ARTICLE V

USE RESTRICTIONS

5.1 Residential Use Only. Every lot is a residential lot and shall be used exclusively for residential purposes.

5.2 Building and Setback Lines. Building Lines are established on the Plat(s) of the Real Estate. No structure or part thereof, other than walks and drives, shall be erected or maintained between such building lines and the Lot lines of said Lot. Side Lot lines are established in accordance with the zoning ordinance of the City of Greenfield, Indiana, applicable to the respective Lots or any variance granted therefrom, unless a greater setback line is established on any Plat. In the event a building is erected on more than one Lot, this restriction shall apply to the side lines of the extreme boundary of the multiple Lots.

5.3 Subdivision of Lots. No Lot shall hereafter be subdivided into parcels for additional residential purposes.

5.4 Accessory and Temporary Buildings. No trailers, shacks, or outhouses shall be erected or situated on any Lot, nor shall any building of a temporary character be erected, except that for use by the Developer or builder(s) during the construction of a residential building on any Lot. No storage sheds, tool sheds, mini-barns and similar type structures which are not attached to the main house structure shall be situated on any Lot in Brandywine Trace.

5.5 Motor Vehicle Repair. The repair or storage of unlicensed and/or inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot, unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.

5.6 Vehicle Parking and Swimming Pools. No camper, motorhome, truck, trailer, recreational vehicle or boat of any kind may be stored on any Lot in open public view. Nor shall any above-ground pools be permitted or erected on any Lot except those which are pre-approved by the Developer or its assigned representative.

5.7 Antenna. All television or other antennas shall be affixed to improvements located on the respective Lot involved. No freestanding antennas, for any purpose, shall be permitted. No outside television antennas will be permitted if a master antenna is available for a Lot.

No satellite dishes larger than 18", radio towers, CB antennas or other radio or radar equipment shall be permitted.

5.8 Noxious or Offensive Trade. No noxious, unlawful or otherwise offensive trade or activity shall be carried on upon any Lot; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

5.9 Garbage and Refuse Disposal. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any Lot, easement or street within the Real Estate. All trash, garbage and refuse stored on any Lot shall at all times be stored in covered sanitary receptacles. There shall be no burning of trash and no open fires, except fires in a grill or fire ring.

5.10 Weeds and Vegetation. Lot owners shall not permit the growth of weeds and shall keep their Lots reasonably clear from unsightly weeds and growth at all times.

5.11 Business Activity. No business buildings shall be erected on any Lot, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of City of Greenfield Indiana. Notwithstanding the above, no school, preschool day-care facility, church or similar institution of any kind shall be maintained, conducted or operated upon any Lot.

5.12 Exterior Lighting. No exterior lighting shall be directed outside the boundaries of any Lot, nor shall any lighting be used which constitutes more than normal convenience lighting.

5.13 Attachments. No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Brandywine Trace Development.

5.14 Laundry. All laundry shall be dried on a special drying apparatus in the form of a folding rack or umbrella which, if used, shall be placed at the rear of each Lot. Clotheslines shall not be strung or hung between trees and shrubbery on any Lot.

5.15 Building Number. No more than one building shall be erected or used for residential purposes on any Lot.

5.16 Fences and which obstructs site l the street shall be pl triangular area forme twenty five (25) feet i rounded property corz site line limitation sh the street line with ti within such distances sufficient height to pr by the Developer or it

5.17 Animals. any Lot except that d they are not kept, bre

5.18 Size of St permitted to remain o No residence shall be main floor area of les 960 square feet in the carports and garages i have less than an agg

5.19 Completio. injunction or acts of i shall be completed wit building process.

5.20 Driveways either asphalt or conc residences constructed Where driveways cross pipe, with flared ends, as approved by the Cit include a provision to

5.21 Compliance comply at all times wi of all or any part of t Greenfield and the req of the Real Estate issu to comply with Departa grading regulations and including basements, b shall operate as a waiv as to damage caused b

5.22 Architectur commenced or erected nature, shape, dimensio approved in writing as Assigned Representative. or disapprove such pla specifications have bee paragraph 5.22 will be

5.23 All driveway a turn-around of suffi



Y WINE TRACE

TO THE CITY OF GREENFIELD, INDIANA

- COVENANTS -

amendment to this
aggregate at least a

Declaration must be approved
of the votes of all Owners;
the prior written approval
upon the Real Estate.
Purchaser shall be notified of
owner as an Owner.

Declaration shall be adopted
and be deemed to be of a
nature under Section 402.02
by similar provision of any
law for the Selling Guide,

When duly notified of the
meeting approved the same if
the meeting in which
such meeting was timely

As long as Developer,
upon the Real Estate to
be necessary or
person or entity, in order
any statute, ordinance,
thereof, or to comply
with the Government
Planning Corporation,
Local Housing Administration,
in order to induce any of
the mortgages, or to
make any amendment or
to make any Mortgagee,
in order to any Owner or
in order to any owner.

shall be executed by
to amend this Declaration
requiring the consent of
the amendments shall be
Indiana, and no

Violation of any of the
provisions or in any Plat of
created by Developer, any
against the person or entity
violations or restrictions.
damages or other sums
restitution or threatened
reasonable attorneys' fees
and restrictions;
damages of any kind to
the owner, conditions or

its successors and
any covenants, conditions,
or any part of the Real
estate, restrictions or
conditions; provided further, that
enforcement from enforcing any
or any conditions
of the Real Estate by the Plat

in order to the part of any
to any violation or
actions enumerated in this
Deed shall be held to be a
any right available to him
in order to violations of such

7.4 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all parties, entities and persons from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons claiming under them, until January 1, 2017, and thereafter shall automatically be extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by vote of the majority of the then Owners of the Lots within and upon the Real Estate, it is agreed that this Declaration shall be terminated in its entirety; provided, however, that no termination of the Declaration shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

7.5 Severability. Invalidation of any of the covenants, conditions or restrictions contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7.6 Applicable Law. This Declaration shall be governed, interpreted, construed and regulated by the Laws of the State of Indiana.

7.7 Titles. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF: BOB MEDLIN and DONNA MEDLIN have caused these presents to be signed this 13th day of May, 1997.

Bob Medlin
BOB MEDLIN

Donna Medlin
DONNA MEDLIN

STATE OF INDIANA
COUNTY OF Hancock

Before me, the undersigned Notary Public, in and for the County and State, personally appeared David W. Sego 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 13th day of May, 1997.

Rachel Goring
Rachel Goring, Notary Public
Resident of Hancock County

My Commission Expires: 9-29-98

DULY ENTERED
FOR TAXATION

JUN 25 1997

Joseph D. Seeth
Auditor of Hancock County



970649

BRANDYWINE TRAC

AN ADDITION TO THE CITY OF GREENFIELD, INDIANA

COVENANTS -

ARTICLE VI

AMENDMENT

6.1 Resolution. A resolution to adopt a proposed amendment to this declaration, may be proposed by the Owners having in the aggregate at least a majority of the votes of all Owners.

6.2 Adoption. Any proposed amendment to this declaration must be approved by a vote of not less than two-thirds (2/3) in the aggregate of the votes of all Owners; provided, however, that any such amendment shall require the prior written approval of Developer so long as Developer owns any Lots within and upon the Real Estate. In the event any Lot is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner

6.3 Special Amendments. No amendment to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 402.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, without the approval of all Mortgagees.

6.4 Mortgagee Approval. Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if said Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee).

6.5 By Developer. Developer hereby reserves the right so long as Developer, or any entity related to Developer, owns any Lot within and upon the Real Estate to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer, without the approval of any other person or entity, in order to bring Developer into compliance with the requirements of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, or to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration or any other governmental agency to induce any of such agencies make, purchase, sell, insure or guarantee first mortgages, or to correct clerical or typographical errors in this declaration or any amendment or supplement hereto; provided that developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any owner.

6.6 Recording. Each amendment to the declaration shall be executed by Developer only in any case where Developer has the right to amend this Declaration without any further consent or approval. Any amendment requiring the consent of Developer shall contain Developer's signed consent. All amendments shall be recorded in the Office of the Recorder of Hancock County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE VII

GENERAL PROVISIONS

7.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in any Plat of all or any part of the Real Estate shall be grounds for an action by Developer, any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. 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 reasonable attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that the developer shall not be liable for damages of any kind to any person for failing to enforce or carry out any such covenants, conditions or restrictions.

7.2 Government Enforcement. The City of Greenfield, its successors and assigns, shall have no right, power or authority, to enforce any covenants, conditions, restrictions or other limitations contained in any Plat of all or any part of the Real Estate or in this Declaration other than those covenants, conditions, restrictions or limitations that expressly run in favor of the City of Greenfield; provided further, that nothing herein shall be construed to prevent the City of Greenfield from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of any Plat of all or any part of the Real Estate by the Plat Committee.

7.3 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions enumerated in this Declaration or in any Plat of all or any part of the Real Estate shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuance of such violation or violations of such covenants, conditions or restrictions.

7.4 Duration. These provisions of this Declaration herein provided) shall run in persons from time to time part thereof, and on all per thereafter shall automatically each, unless prior to the ce majority of the then Owners that this Declaration shall l termination of the Declarati unless all persons entitled l thereto.

7.5 Severability. In restrictions contained in th affect any of the other pro

7.6 Applicable Law. and regulated by the Laws

7.7 Titles. The unc subparagraphs of this Decla of them shall be used as a Declaration. Wherever and be taken to mean or apply mean or apply to the femi

IN WITNESS WHEREOF BOB M presents to be signed this

Bob Medlin
BOB MEDLIN

STATE OF INDIANA
COUNTY OF Hancock

Before me, the undersigne sonally appeared David W. instrument as his own vol

Witness my hand and nota 199 7

Rachel G
Rachel Gung
Resident of Hancock

My Commission Expires:

DULY ENTERED
FOR TAXATION

JUN 25 1997

Joseph D. Selt
Auditor of Hancock County



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

CABINET	SLIDE
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DYWINE TRACE

IN TO THE CITY OF GREENFIELD, INDIANA

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- COVENANTS -

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Lot lines of said Lot. Side

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5.16 Fences and Site Obstructions. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street and property lines and a line connecting points twenty five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same site line limitation shall apply to any Lot within ten (10) feet from the intersection of the street line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of site lines. All fences must be approved by the Developer or its representative in writing.

5.17 Animals. No animals, livestock or poultry shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

5.18 Size of Structures. No structure shall be erected, altered, placed, or permitted to remain on any Lot, other than one (1) detached single-family dwelling. No residence shall be erected on any Lot having a main floor area of less than 1600 square feet in the case of a one-story structure and 960 square feet in the case of a multi-story structure exclusive of open porches, carports and garages in all cases. However, no structure of more than one-story shall have less than an aggregate of 1600 square feet.

5.19 Completion of Dwellings. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure build on any Lot shall be completed within one (1) year after the date of commencement of the building process.

5.20 Driveways and Garages. All driveways on any Lot shall be paved with either asphalt or concrete simultaneously with construction of the residence. All residences constructed on any Lot shall have at least a one-car attached garage. Where driveways cross open drainage swales, a twelve inch (12") minimum diameter pipe, with flared ends, shall be installed under the driveway, in the drainage swale, as approved by the City of Greenfield. All driveways entering McKenzie Street must include a provision to turn around on the private owner's property.

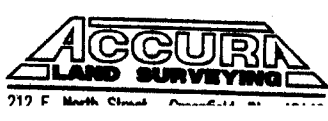
5.21 Compliance with Drainage Requirements. Each Owner of a Lot shall comply at all times with the provisions of any drainage plan as approved for the Plat(s) of all or any part of the Real Estate by the Department of Public Works of the City of Greenfield and the requirements of all drainage permits for the Plat(s) of all or any part of the Real Estate issued by that Department. Failure to so comply, including failure to comply with Department of Public Works and Federal Housing Administration lot grading regulations and recommendations, or construction of any building area, including basements, below the minimum pad elevation shown on the drainage plan, shall operate as a waiver and release of the Developer and his agents from all liability as to damage caused by storm waters and storm drainage.

5.22 Architectural Control. No residential building or other structure shall be commenced or erected upon any Lot until the plans and specifications showing the nature, shape, dimensions and foot print of the same shall have been submitted to and approved in writing as to compliance with this Declaration by the Developer or its Assigned Representative. In the event said Developer or its Assignee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph 5.22 will be deemed to have been fully complied with.

5.23 All driveways to be installed within this subdivision shall be constructed with a turn-around of sufficient size to prevent vehicles from backing onto McKenzie Road.

DULY ENTERED
FOR TAXATION
JUN 25 1997

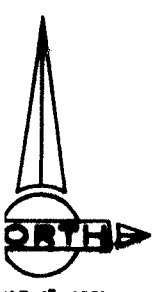
Joseph D. Seales
Auditor of Hancock



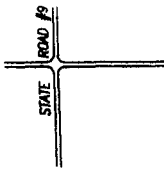
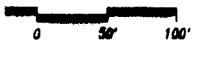
BRANDYWINE TRACE

AN ADDITION TO THE CITY OF GREENFIELD, INDIANA

- RECORD PLAT -



1" = 100'



ARE

⊙ - DENOTES 5/8 INCH REBAR (OR COPPERWELD IF WITHIN PAVEMENT) TO BE SET WITHIN 30 DAYS AFTER THE COMPLETION OF STREET CONSTRUCTION.

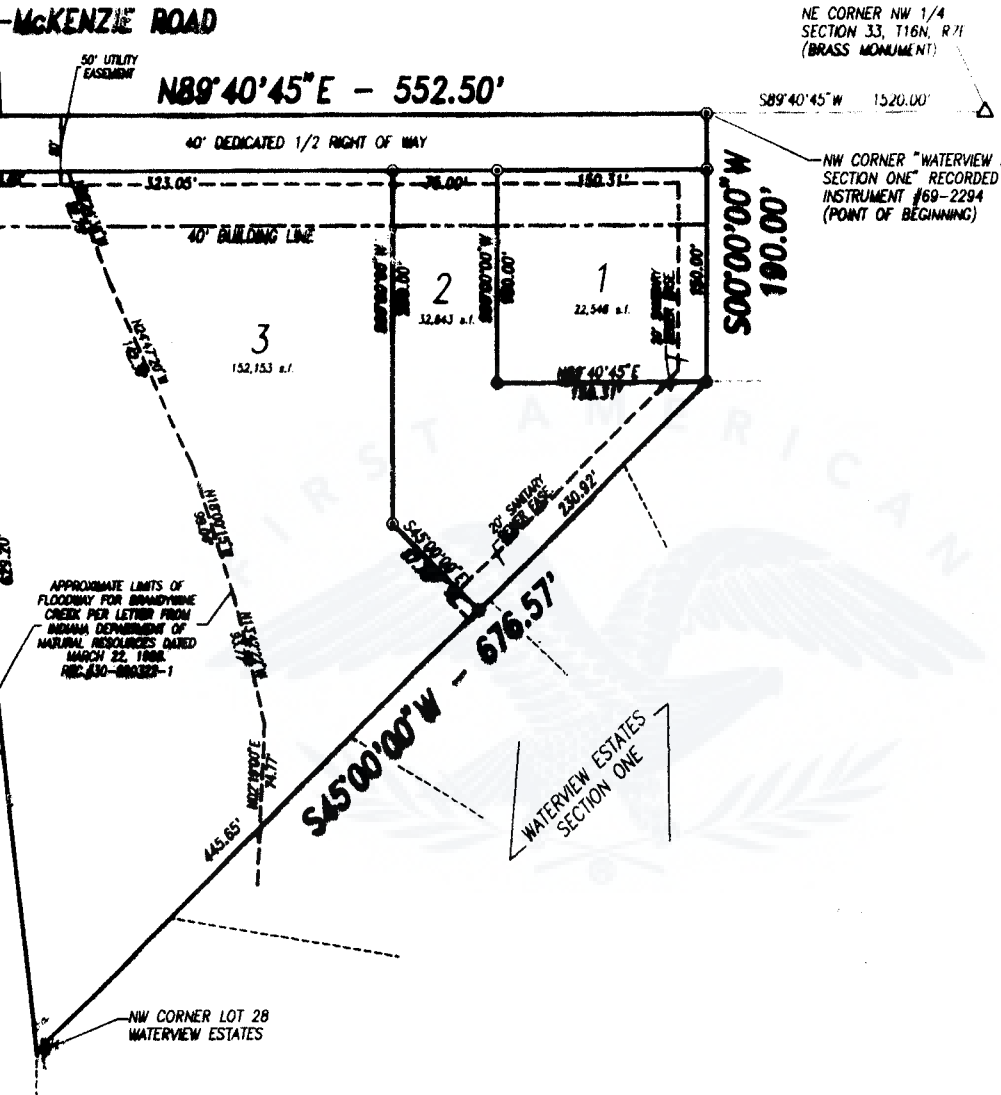
NOTE: 5/8 INCH CAPPED REBARS TO BE SET AT ALL LOT CORNERS WITHIN THIRTY DAYS AFTER THE RECORDING OF THIS PLAT.

1/4 R7E (FOUND)

623.27

NE NW 1/4 S. 116N. R7E

BRANDYWINE CREEK
 N06°21'06"W - 669.45'



NE CORNER NW 1/4 SECTION 33, T16N, R7E (BRASS MONUMENT)

S89°40'45"W 1520.00'

NW CORNER "WATERVIEW ESTATES, SECTION ONE" RECORDED AS INSTRUMENT #69-2294 (POINT OF BEGINNING)

APPROXIMATE LIMITS OF FLOODING FOR BRANDYWINE CREEK PER LETTER FROM INDIANA DEPARTMENT OF NATURAL RESOURCES DATED MARCH 22, 1988. REC. 430-88022-1

NW CORNER LOT 28 WATERVIEW ESTATES

I, the undersigned Registered Land Surveyor licensed in compliance with the laws of the State of Indiana, have conducted a survey under professional knowledge, information and skill, and that all monuments and requirements specified herein, and is more particularly described as follows:

A part of the Northwest Quarter of Section 33, T16N, R7E, Hancock County, Indiana, as follows:

Commencing at the Northeast corner of said Section 33, T16N, R7E, Hancock County, Indiana and being South 00 degrees 00 minutes 00 seconds West 190.00 feet to the Northwest corner of said Section 33, T16N, R7E, Hancock County, Indiana; thence North 06 degrees 21 minutes 06 seconds West 669.45 feet to the Northwest corner of said Quarter East along said North Line 669.45

Containing 5.265 acres, more or less.

Subject, however, to all legal high and low water marks.



HANCOCK SOIL AND WATER COMMISSION

As provided in the local soil and water conservation laws and with the authorization under State of Indiana law, the Supervisors have reviewed the plat and have approved the same.

It has been determined that the plat meets the requirements for water disposal and/or disposal of solid waste.

Certificate at a meeting held on the _____, 1997.

(CHAIRMAN) _____

BOARD OF WORKS AND PUBLIC UTILITIES

This plat was given approval by the Board of Works and Public Utilities of the City of Greenfield, Indiana, at a meeting held on _____, June, 1997.

COMMISSION CERTIFICATE FOR PRIMARY APPROVAL

Under authority provided by the Indiana Advisory Planning Law, IC 36-7-4, as amended, and all acts amendatory thereto, and an ordinance adopted by the City Council, this plat was given primary approval by the City Plan Commission as follows:

Approved by the Greenfield City Plan Commission at a meeting held on _____, 1997.

GREENFIELD CITY PLAN COMMISSION
 Dale B. Jensen
 PRESIDENT

COMMISSION CERTIFICATE FOR SECONDARY APPROVAL

Under authority provided by the Indiana Advisory Planning Law, IC 36-7-4, as amended, and all acts amendatory thereto, and an ordinance adopted by the City Council, this plat was given secondary approval by the City Plan Commission as follows:

Approved by the Greenfield City Plan Commission at a meeting held on _____, 1997.

DULY ENTERED FOR TAXATION

JUN 25 1997

Joseph D. Settler
 Auditor of Hancock County

PLAN COMMISSION SECRETARY

The Greenfield City Plan Commission has approved this plat for technical conformity with the City's zoning control code, in accordance with the Indiana Planning Law, IC 36-7-4-706, and hereby certifies that the minimum requirements in the code have been met.

GRI