

MEADOW LAKE VILLAGE

SECTION ONE

SECONDARY PLAT

LEGAL DESCRIPTION
I, the undersigned Registered Land Surveyor, do hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Mississippi. I have examined the plat and believe that the same is a true and accurate representation of that survey, and that all monuments shown thereon are as shown and set forth with, done by me, have been met; and that the real estate is described as follows:

A part of the southeast 1/4 of the southwest 1/4 of Section 5, Township 15 North, Range 11 West, Hancock County, Indiana, said part being more particularly described as follows:

COMMENCING at a brass monument marking the southeast corner of said 1/4 (bearing) along the south line of said 1/4 1/4 section a distance of 364.91 feet to the southwest corner of a 1 acre tract conveyed to David and Beth Pearson per plat recorded at Instrument #84-0988 in the office of the Hancock County Recorder, Nolan and Gibson Corporation recorded at Instrument #84-0988 in the office of the Hancock County Recorder, north 00 degrees 22 minutes 53 seconds east along the east line of said Tract 2 a distance of 740.00 feet to a corner of said utility line, thence south 00 degrees 22 minutes 53 seconds east along the east line of said Tract 2 a distance of 740.00 feet to a capped rebar; thence south 00 degrees 22 minutes 53 seconds east along the east line of said Tract 2 a distance of 740.00 feet to a distance of 740.00 feet to the POINT OF BEGINNING. Subject to all legal highways, right-of-way, easements and restrictions of record.

N.E. CORNER, S.W. 1/4
GRASS SPRIKE FOUND

100.00'

2683.84'

100.00' E

BEAN ROAD (COUNTY ROAD 530W)

100.00'

100.00'

100.00'

100.00'

100.00'

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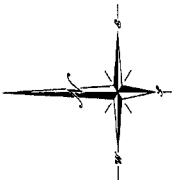
100.00'

100.00'

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100.00'

100.00'



Scale 1" = 100'

LEGEND:

- DENOTES RAILROAD SPIKE TO BE SET WITHIN 30 DAYS AFTER COMPLETION OF STREET CONSTRUCTION.

- DENOTES 5/8" REBAR TO BE SET WITHIN 30 DAYS OF RECORDING OF THIS PLAT.

ZONING: R-1Z

SETBACK REQUIREMENTS:
SIDEYARD: 10' MINIMUM - 20' AGGREGATE REARYARD: 15' MINIMUM

D. & U.E. DENOTES DRAINAGE & UTILITY EASEMENT

B.L. DENOTES BUILDING LINE SET BACK

D.E. DENOTES DRAINAGE EASEMENT

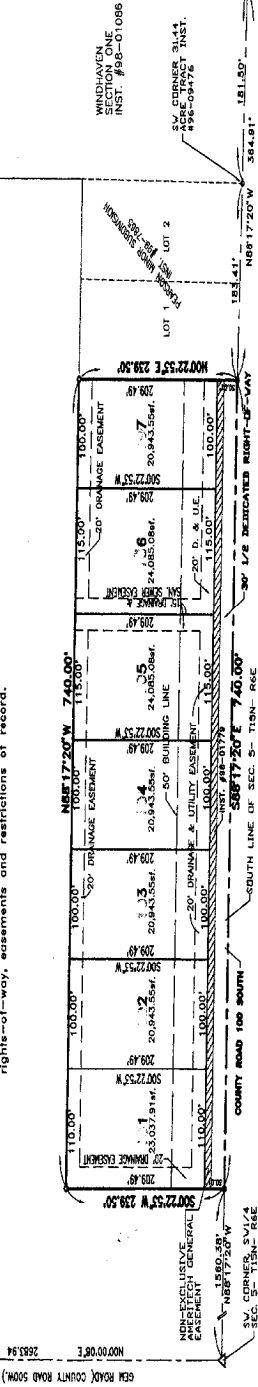
S.S. D. & U.E. DENOTES SANITARY SEWER DRAINAGE & UTILITY EASEMENT

R/W DENOTES RIGHT-OF-WAY

2001523

00 FEB 11 2000

HANCOCK COUNTY RECORDER



DAILY ENTERED FOR TAXATION
FEB 11 2000
HAROLD GIBSON
Recorder of Hancock County



CERTIFIED: January 7, 2000
Harold Gibson
Harold Gibson, Registered Land Surveyor, RLS 910021

This subdivision consists of seven (7) lots numbered thru 7, inclusive. The Surveyor further certifies that to the best of my professional knowledge, information and belief this subdivision plat contains no changes from the matter of survey recorded at instrument No. 84-88681 in the office of the Recorder of Hancock County, Indiana.

BOARDS OF COUNTY COMMISSIONERS
Approved by the Hancock County Area Plan Commission in accordance with the Subdivision Control Ordinance this 27 day of January, 2000.
ARMIN B. APPLE
TIMOTHY W. PLANK

TAXES CURRENT AS OF 2-11-00
008-808-41-03
Clem McDaniel

FILE: HAVPIT

This instrument Prepared By GRF Design and Development, Inc., Harold Gibson, President

JOB NUMBER: 96-7-15

MEADOW LAKE VILLAGE, SECTION ONE COVENANTS

7

Amended, Reel 2003601

INSYR. NO. 2000 1523

We, R. & F. Development, Inc., by Steven R. Reilly, President, owner of the real estate shown and described herein, do hereby lay off, plat, and subdivide said real estate in accordance with the within Village, Section One. All streets shown and not heretofore dedicated are hereby dedicated to the public.

Front building minimum and maximum setback lines are hereby established. The minimum and maximum setback lines shall be the property lines of the streets there shall be erected or established. The building shall be erected on the ground maintained by the building owner and utility ground (D. & U.E.) are reserved for the use of the public utilities for all times to the proper authorities and to the easement herein maintained on said strips of land, but owners of lots in this subdivision shall retain the right to install and maintain public utilities and to the rights of the owners of the other lots in this subdivision.

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

- Drainage Swales (Ditches)** along dedicated roadways and otherwise changed without the written permission of the party owners must maintain these swales as sodded grassways or areas must be contained on the property long enough that said drainage swales or ditches will not be damaged by such ditches only when appropriate sized culverts are installed on each lot in accordance with Section 1-47 (5) of the Hancock County Subdivision Ordinance.
- Attracting Drainage Swales** Any property owner altering or extending or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days time, if no action is taken, the Hancock County Drainage Department and the bill for such repairs will be sent to the affected property owner for immediate payment.
- Corner Lots** No fence, wall, hedge, trees or shrub planting on any corner lot within the triangular area formed by the minor streets and 75 feet for arterial streets) or in the street right-of-way lines extended. The same right line of the driveway, pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street center lines.
- Open Channel and Tile Drains** within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments.
- Responsibility of the Owner of any lot** or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as Board through its Agents, the Hancock County Surveyor and the Hancock County Engineer. The Hancock County Drainage Board permits for this plat by said Hancock County Drainage Board.
- Grading** The property shall be graded pursuant to the final plat and the written approval of the Hancock County Surveyor, whose Section may be appealed to the Hancock County Drainage Board.
- 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.
- Right-of-Way** No trees or landscaping shall be planted in the Hancock County road right-of-way or drainage easements shown on the plat.
- Driveways** All driveways shall be paved with concrete or brick. No gravel or stone driveways will be permitted. Driveways must be located within driveway limits. No drainage structures shall be located within driveway limits.

7. **Minimum Living Space Areas** The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, balconies, patios, and other outdoor areas, shall be as follows: (a) single detached dwellings shall contain no less than 1350 square feet of ground floor living area for a one-story structure and a minimum of 500 square feet of ground floor living area for a two-story structure. Each dwelling shall have a two or three car garage.

8. **Residential Use Only** 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 other buildings shall be used for temporary or permanent use in this subdivision. No dog kennel, nursery or commercial business will be permitted in the subdivision.

9. **Building Location** No building shall be located on any lot other than the minimum building setback lines shown on the plat. The building shall be located on any building line located closer to any front or side lot line than the required setback line. No building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.

10. **Health Concerns** All water systems and methods of sewage disposal in this subdivision are to be in compliance with the jurisdiction. All sanitary sewage lines on the residential building lots shall be installed in accordance with the provisions of the Health Department. No water wells or septic tanks shall be installed on any lot.

11. **Misuse** No noxious or offensive trade shall be permitted on any lot. No structure shall be erected on any lot which is a nuisance or annoyance to the neighborhood. No signs will be maintained on the lot visible from the street, except on collection day, which are not completed within one year after the starting date, including the final grading.

12. **Limitation On Time** All residential construction must be completed within one year after the starting date, including the final grading.

13. **Prohibited Vehicles** No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorhomes, minivans, or any other unconventional vehicles of any description, shall be stored on any lot in this subdivision, except for those stored completely within an enclosed garage, except for parked on the driveway. The parking of any type of kind or other vehicle on any lot in this subdivision, other than temporary parking by guests, invitees and subcontractors of any owner. Except within an enclosed garage, no vehicles shall be parked on any lot in this subdivision, or in any street or driveway, for a maximum of 2 days, for the purpose of preparation or loading.

14. **Storage Tanks** No outside fuel storage tanks above or below ground shall be placed in this subdivision.

15. **Fencing** Fencing shall be approved by the Architectural Control Committee and maintained pursuant to the Meadow Lake Estates Homeowners Association Bylaws.

16. **Yard Decorations** Except seasonal decorations such as at Christmas; all decorations shall be approved by the Architectural Control Committee.

17. **Antennas** All communications antennas shall be placed behind the residence and not exceed 24" in diameter.

18. **Mailboxes** The Developer or its Assigns shall require a mailbox design, material and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision.

2001523

00 FEB 11 PM 2:00

DULY ENTERED FOR TAXATION
FEB 11 2000
Hancock County

MEADOW LAKE VILLAGE, SECTION ONE COVENANTS

W-1-D-B
C

INSTR. NO. 2,000 1523

2001523

HANCOCK COUNTY RECORDER
00 FEB 11 PM 2:00

8

29.

Utility Easements. There are strips of property as shown on the plat reserved for the use of the public utilities for the installation and maintenance of utilities and drainage. No permanent structure or other obstruction, except fences shall be erected or maintained on such Utility Easement ingress and egress in and along, across, through, and over the Utility Easement.

30.

Developer specifically reserves unto itself the right and privilege to install Development Plan for the Homes in either Summerhaven or Meadow-Haven Park, Association Board of Directors, and shall be obligated on the Meadow-Haven Park, Association Board of Directors, and shall be obligated the right to take any action reasonably necessary to accomplish the above.

31.

Enforcement of Covenants. The right to enforce these covenants by injunction, together with the right to cause them to be erected, or maintained in violation hereof, is or part of this subdivision including the owner of any of the real estate in this subdivision, no longer owns any property contained in this subdivision, the Developer shall be obligated to enforce any right, obligation or standing to enforce any covenant, restriction or condition by judgment or court order shall be charged to the Developer. The cost of enforcement of any violation of the Covenants, restrictions or conditions shall be the responsibility of the Developer. The Developer shall be responsible for any damages, no event shall the Developer be responsible for any damages, no event shall the Developer be responsible for any damages, no failure to enforce any covenant.

32.

Duration of Covenants. These Covenants are to run with the land, and shall be binding on all parties and all persons in whole or in part upon (1) an affirmative vote of a majority of the then owners of lots in the subdivision, does not own one or more lots in the subdivision, the Developer shall be obligated to enforce any restriction or condition by judgment or court order shall be charged to the Developer. The cost of enforcement of any violation of the Covenants, restrictions or conditions shall be the responsibility of the Developer. The Developer shall be responsible for any damages, no event shall the Developer be responsible for any damages, no failure to enforce any covenant.

DULY ENTERED FOR TAXATION
FEB 11 2000

Angela B. Stealy
Recorder of Hancock County

33.

SEVERABILITY. Every one of the Restriction is hereby made severable from the other restrictions. If any one of the Restrictions, and of from every combination of the Restrictions, shall be held to be unenforceable, or to lack the quality of running with the land, that holding shall be confined to the particular Restriction and shall not affect the running quality of any other one of the Restrictions.

STATE OF INDIANA) SS:
COUNTY OF HANCOCK:)

BY: *Steven R. Reilly*
STEVEN R. REILLY, President

R. & F. DEVELOPMENT, INC.

I, *Steven R. Reilly*, a notary public in and for said County and State, do hereby certify that STEVEN R. REILLY is subscribed to the above certificate, appeared before me this day in person, acknowledged to me that he executed the above certificate as his free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 11th day of January, 2000.

Steven R. Reilly
Notary Public
Resident of Hancock County

My Commission Expires: 1-2-08
Printed Name: Steven R. Reilly



19.

Porches: Porches and their contents are uniquely important in Meadow Lake Village; therefore, they may only contain neat and orderly. Furniture design and color must be kept harmonious with the Home.

20.

Architectural Design. No building, fence, walls or other building lot in this subdivision until the building plans, structures have been approved by the Architectural Review Committee. The purpose of the Committee shall be to enhance the development as a whole and to ensure that all building, fences, walls or other structures are harmonious with the destruction of trees and vegetation and any other matter as shall be proposed to the Architectural Review Committee. The Architectural Review Committee shall be composed initially of the Architectural Review Committee of three homeowners designated by the Developer for the term of (1) year, and serving thereafter until the unanimous majority vote of homeowners within the development.

21.

Solar Technology. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the architectural control committee.

22.

Construction Methods. No modular or concrete homes will be permitted. No wood foundations or wood basements shall be permitted.

23.

Outbuildings. Outbuildings or accessory buildings, and their locations shall be approved by the Architectural Review Committee. The approval of accessory structures shall be required to be constructed of new materials and shall be required to be constructed of new materials. No metal outbuildings shall be approved.

24.

Homeowners Association. Each lot owner shall be required to join the Homeowners Association. By-laws.

25.

Swimming Pools. Swimming pools must be placed behind the residence. All pools must be below ground.

26.

Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept, provided they are not kept, bred or kept in a way that is a nuisance to the neighborhood. No animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owners premises.

27.

Lot Maintenance. All lots on which construction has not been completed shall be maintained in a neat and attractive condition. The structure, grounds and recreational equipment shall be maintained in a neat and attractive condition. All equipment shall be kept behind residence, and stacked in a neat manner.

28.

Sump pumps. Sump pumps installed to receive and discharge stormwater or other stormwaters shall be connected to the storm sewer channel. Sump pumps installed to receive and discharge floor water shall be connected to the sanitary sewer. A sump pump shall be used for one function only, either the discharge of stormwaters or the discharge of floor water. Sump pumps shall be connected to storm sewers where possible or designated storm drainage channels. No footing drains or drain-eggs tile shall be connected to the sanitary sewer.

No roof downspouts, roof drains, nor roof drainage piping shall be connected to the storm sewer. No downspouts or roof drains shall be connected to the sanitary sewers. Basement floor drains shall be connected to the sanitary sewers. No downspouts, roof drains, nor roof drainage piping shall be connected to any street underdrain, nor outlet onto the street.

FILE: SAHACOV2

This Instrument Prepared By GRF Design and Development, Inc., Harold Gibson, President

DATE: DECEMBER 22, 97

MEADOW LAKE VILLAGE, SECTION ONE AMENDED COVENANTS

0-1-24
C
WESTER AVE.
2003601

10

2003601



00 APR 11 AM 10:03

16. **Yard Decorations** Except seasonal decorations such as at Christmas and decorations shall be approved by the Architectural Review Committee.
17. **Antennas** All communications antennas shall be placed behind the residence and not exceed 24" in diameter.
18. **Mailboxes** The Developer or its Agents shall require a mailbox design, material, and paint specification for the mailbox subdivision.
19. **Fences** Fences and their contents are uniquely important furniture suitable for outdoor use and it is to be kept neat and orderly. Furniture design and color must be harmonious with the Home.
20. **Architectural Design** No building, fence, walls or other structures shall be constructed within the subdivision until the building and plot plan showing the location of such structures has been approved by the Architectural Review Committee. The purpose of the Committee shall be to enhance and protect the value, desirability and attractiveness of the subdivision. Fences, walls or other structures are harmonious with the subdivision and their construction shall be subject to the approval of the Architectural Review Committee. The Architectural Review Committee shall be composed initially of the Developer and three homeowners designated by the Developer for the term of (1) year and serving thereafter until the next meeting of the Architectural Review Committee.
21. **Brick Requirements** Each one story and one and one-half (1 1/2) story residential structure shall be constructed of brick. The minimum construction of no less than 50% brick or stone.
22. **Solar Technology** Devices for solar technology must be approved by the architectural control committee.
23. **Construction Methods** No modular or concrete homes will be permitted in this subdivision. No wood foundations or wood basements shall be permitted.
24. **Subdivisions** Outbuildings or accessory buildings and their locations for such structures shall be in the same manner as accessory structures shall be required to be constructed of new materials, and be in harmony with the appearance of the primary residence. No metal outbuildings shall be approved.
25. **Homeowners Association** Each lot owner shall be required to join the Meadow Lake Village Homeowners Association for the purposes outlined in the Homeowners Association By-Laws.
26. **Swimming Pools** Swimming pools must be placed behind the residence. All pools must be below ground.
27. **Pets** No animals, livestock, or poultry of any kind shall be kept on the premises. Household pets may be kept, provided they are not kept, bred, sold, or transferred to other persons. Pets shall be kept so that they will not be permitted to roam at large within the subdivision and shall be confined to the owners premises.
28. **Lot Maintenance** All lots on which construction has not been completed shall be maintained in a neat and attractive manner. The structure, grounds, and recreational equipment shall be maintained in a neat and attractive manner. No equipment shall be kept behind residence, and stocked in a neat manner.
29. **Basketball Goals** Free standing basketball goals with clear backboards may be constructed. Basketball goals attached to structures shall be constructed of metal. All recreational equipment must be maintained in good condition.
30. **Sump pumps** installed to receive and discharge groundwaters where possible or discharged into a designated storm drainage channel. Sump pumps installed to receive and discharge floor water shall be installed in a designated storm drainage sanitary sewer. A sump pump shall be used for one function sanitary sewer. Discharge of stormwater or the discharge of sanitary sewage. Flooding drains shall be connected to storm sewers where possible or designated storm drainage channels. No footing drains or drain- age tile shall be connected to the sanitary sewer. No roof downspouts, roof drains, or roof catchment piping shall be connected to the sanitary sewer. No downspouts, roof drains, or roof drains shall be connected to the sanitary sewer. Basement floor drains shall be connected to the sanitary sewer. No sump pumps shall be connected to any street underdrain, nor outlet onto the street.
31. **Utility Easements** There are strips of property as shown on the recorded plot which are hereby designated and reserved for utility easements. The easements shall be used for installation and maintenance of utilities and drainage facilities (hereinafter referred to as Utility Easements). Fences shall be erected or maintained on such Utility Easement areas and shall be maintained in a neat and attractive manner. No ingress and egress in and along across through, over, under and over the Utility Easement.
32. **Developer** Specifically reserves with itself the right and privilege to include additional real estate not shown on the Preliminary Planned Unit Development Plan for the Home. In either Summerhaven or Meadow-Haven Park, the Developer shall have the right to participate on the Meadow-Haven Park Association Board of Directors, and shall be obligated to take any action reasonably necessary to accomplish the above.
33. **Enforcement of Covenants** The right to enforce these covenants by injunction, together with the right to cause these covenants to be recorded, or maintained in violation hereof, is hereby reserved to the Developer. However, such in this subdivision, including the developer, shall not be liable to the developer no longer owns any property contained in this subdivision, or standing to enforce any covenant. The right, obligation or standing to enforce any covenant shall be contained herein, including any successors and attorneys' fees, shall be charged to the property owner in violation, and shall be enforceable by the Developer. The Developer shall be responsible for any damages, in no event shall the Developer be responsible for any damages, failure to enforce any covenant.
34. **Duration of Covenants** These Covenants are to run with the land, and shall be binding on all parties and all persons changed in whole or in part upon (1) an affirmative vote of eighty percent of the Homeowners Association, and (2) if the Developer does not own one or more lots in the subdivision, the Developer shall not be liable for the enforcement of these covenants. The Developer shall be responsible for the enforcement of these covenants, and shall be liable for the enforcement of these covenants, and shall be liable for the enforcement of these covenants, and shall be liable for the enforcement of these covenants.
35. **Survivability** Every one of the restrictions is hereby made a part of the deed and shall be enforceable by the Developer, the Homeowners Association, and from every other one of the Homeowners. Therefore, if any of the restrictions shall be held to be invalid or unenforceable, or to lack the legal effect upon the validity, enforceability or running quality of any other one of the restrictions.

MEADOW LAKE VILLAGE, SECTION ONE
 AMENDED COVENANTS

10
 INSTR. NO. 2003601

We, R. & F. Development, Inc., by Steven R. Relly and David A. Gurvitz and Kellie J. Gurvitz, do hereby certify that the amended covenants for lots 1, 2, 3, 4, 5, 6, and 7 (being all of the lots) of Meadow Lake Village, Section One as per plat recorded as instrument #2001523 in the office of Hancock County, Indiana, which amended covenants are attached hereto, are the true and correct covenants for the property to be subject to the amended covenants as our own free and voluntary act and deed.

R. & F. DEVELOPMENT, INC.
 BY: Steven R. Relly
 STEVEN R. RELLY, President

STATE OF INDIANA)
 COUNTY OF HANCOCK:) SS:

I, Teresa S. Spegal, a notary public in and for said County of Hancock, Indiana, do hereby certify that STEVEN R. RELLY is personally known to me to be the same person whose name is subscribed to the above certificate, appeared before me and acknowledged to me that he executed the foregoing instrument of his own free and voluntary act and deed for the purpose therein set forth.

Given under hand and notarial seal this 10th day of April, 2000.

Teresa S. Spegal
 Notary Public
 Resident of Hancock County

My Commission Expires: 1-2-05
 Printed Name: Teresa S. Spegal



David A. Gurvitz
 David A. Gurvitz, Notary Public
 STATE OF INDIANA)
 COUNTY OF HANCOCK:) SS:

I, Teresa S. Spegal, a notary public in and for said County and State, do hereby certify that DAVID A. GURVITZ and KELLIE J. GURVITZ are personally known to me to be the same persons whose names are subscribed to the above certificate, appeared before me this day in person and acknowledged to me that they executed the foregoing instrument of their own free and voluntary act and deed for the purpose therein set forth.

Given under hand and notarial seal this 10th day of April, 2000.

Teresa S. Spegal
 Notary Public
 Resident of Hancock County

My Commission Expires: 1-2-05
 Printed Name: Teresa S. Spegal

Carly Kress
 HANCOCK COUNTY RECORDER
 00 APR 11 AM 10:03

2003601

DATE: 4/5/00

FILE: SAHACOVZ

This Instrument Prepared By GRF Design and Development, Inc., Harold Gibson, President

MEADOW LAKE VILLAGE

SECTION TWO

SECONDARY PLAT

INSURANCE NO. **010017479**

CADRETT **C 77** SLIDE

NOV 29 PM 1:14

HANCOCK COUNTY RECORDER

I, the undersigned Registered Land Surveyor, do hereby certify that I am a Registered Land Surveyor in the State of Indiana and that I am duly licensed under the laws of the State of Indiana. I have conducted a survey under my direct supervision and to the best of my knowledge and belief this plan is an accurate representation of that survey and that all monuments shown thereon actually exist; and that all other requirements specified herein, done by me, have been met, and that the real estate is described as follows:

A part of the Southwest 1/4 of Section 5, Township 15 North, Range 6 East in Sugar Creek Township, Hancock County, Indiana, said part being more particularly described as follows:

COMMENCING at a brass monument marking the Southwest corner of said Southwest Quarter Section, thence North 88 degrees 17 minutes 20 seconds West (assumed bearing) 210.00 feet to an iron nail in a concrete curbstone; thence North 88 degrees 17 minutes 20 seconds West (assumed bearing) 210.00 feet to the Northeast corner of Meadow Lake Village Section One recorded as Instrument Number 2001223 in the Office of the Recorder of Hancock County, Indiana and being the POINT OF BEGINNING of this description; thence North 88 degrees 17 minutes 20 seconds East a distance of 239.50 feet; thence North 88 degrees 17 minutes 20 seconds East a distance of 530.00 feet; thence North 00 degrees 22 minutes 53 seconds East a distance of 598.95 feet to a 5/8" x 3/16" iron nail in a concrete curbstone; thence North 32 degrees 40 minutes 20 seconds West a distance of 362.87 feet to a 5/8" x 3/16" iron nail in a concrete curbstone; thence North 32 degrees 40 minutes 20 seconds West a distance of 310.00 feet to a 3/8" capped rebar, thence South 88 degrees 39 minutes 14 seconds East a distance of 530.00 feet to a 3/8" capped rebar, thence South 88 degrees 39 minutes 14 seconds East a distance of 530.00 feet to an iron nail in a concrete curbstone; thence North 88 degrees 17 minutes 20 seconds East a distance of 210.00 feet to a 3/8" capped rebar, thence North 88 degrees 17 minutes 20 seconds East a distance of 210.00 feet to the Southwest corner of said Section Two; thence South 00 degrees 05 minutes 30 seconds West a distance of 210.00 feet to a 3/8" capped rebar, thence South 00 degrees 05 minutes 30 seconds West a distance of 210.00 feet to the Southwest corner of said Section Two; thence South 00 degrees 05 minutes 30 seconds West a distance of 210.00 feet to the point of beginning. Containing 18.237 acres more or less. Subject to all highways, rights-of-way, easements and restrictions of record.

This plat contains of twenty-nine (29) lots numbered 72 thru 100 inclusive, along with Blocks labelled 'A', 'B', and 'C'. The dimensions are shown in feet and decimal points thereof.

CERTIFIED: NOVEMBER 12, 2001

DULY ENTERED FOR TAXATION NOV 29 2001

Angela B. Shultz
Angela B. Shultz
Surveyor of Hancock County, Indiana

Laura D. Smith
Laura D. Smith
Land Surveyor 15910036

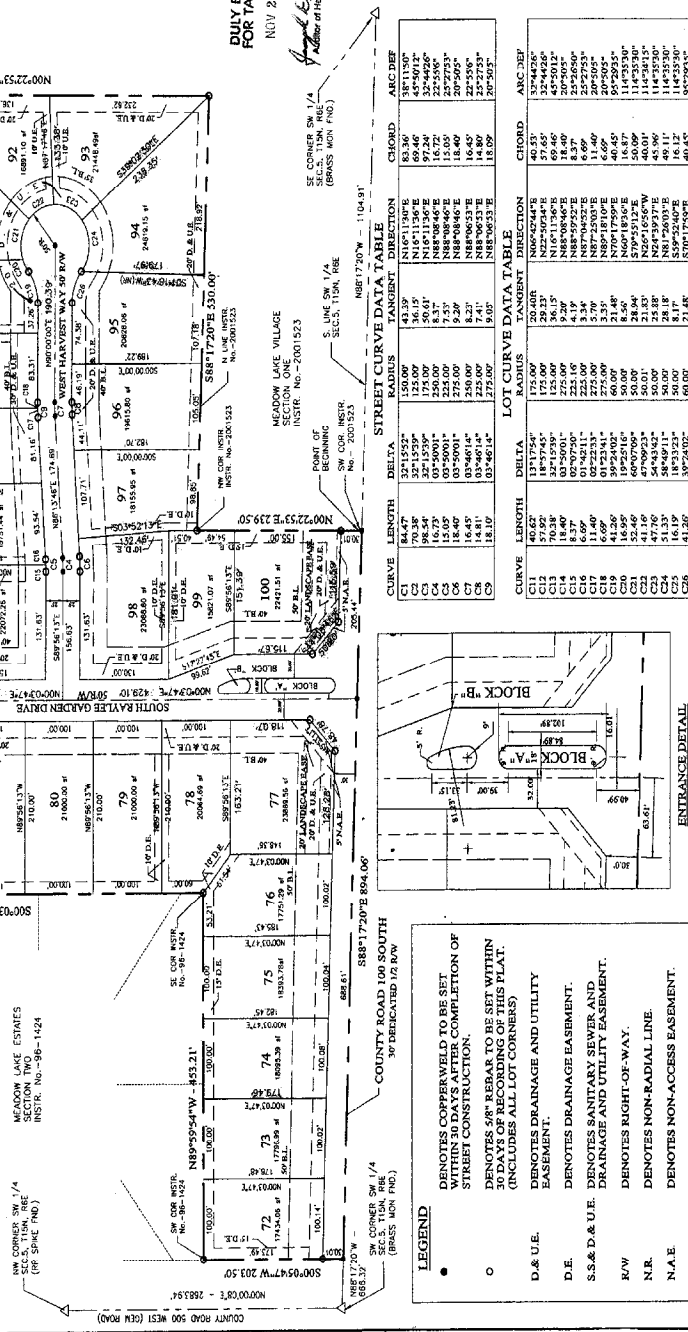
JAMES CURRANT
AS COUNTY CLERK
008 028-7100

ARMIN B. APPLE, **BRIAN T. KEELMAN**, **JAMES HEIDEN**
BOARD OF COUNTY COMMISSIONERS

Approved by the Board of County Commissioners, Hancock County, Indiana, that the design and reservations shown hereby on this plat are hereby approved and accepted this 20th day of November, 2001.

Approved by the Hancock County Area Plan Commission in accordance with the Subdivision Control Ordinance this 21st day of November, 2001.

Dora Neid
Dora Neid
SECRETARY



CURVE	LENGTH	DELTA	CHORD	ARC/DEG
C1	84.97	32°15'52"	150.00	381.11
C2	79.38	32°15'52"	135.00	341.56
C3	72.88	32°15'52"	125.00	314.15
C4	66.38	32°15'52"	115.00	286.74
C5	59.88	32°15'52"	105.00	259.33
C6	53.38	32°15'52"	95.00	231.92
C7	46.88	32°15'52"	85.00	204.51
C8	40.38	32°15'52"	75.00	177.10

CURVE	LENGTH	DELTA	CHORD	ARC/DEG
C11	49.62	13°17'45"	85.00	214.37
C12	57.92	18°7'45"	125.00	314.15
C13	66.22	23°7'45"	165.00	413.93
C14	74.52	28°7'45"	205.00	513.71
C15	82.82	33°7'45"	245.00	613.49
C16	91.12	38°7'45"	285.00	713.27
C17	99.42	43°7'45"	325.00	813.05
C18	107.72	48°7'45"	365.00	912.83
C19	116.02	53°7'45"	405.00	1012.61
C20	124.32	58°7'45"	445.00	1112.39
C21	132.62	63°7'45"	485.00	1212.17
C22	140.92	68°7'45"	525.00	1311.95
C23	149.22	73°7'45"	565.00	1411.73
C24	157.52	78°7'45"	605.00	1511.51
C25	165.82	83°7'45"	645.00	1611.29
C26	174.12	88°7'45"	685.00	1711.07
C27	182.42	93°7'45"	725.00	1810.85



- Scale 1"=100'
- ZONING R-2
- SETBACK REQUIREMENTS
SIDEYARD: 10' MIN. - 20' AGGREGATE
REARYARD: 15' MINIMUM
- MEADOW LAKE ESTATES SECTION ONE (98-1424)
- MEADOW LAKE ESTATES SECTION TWO (98-1425)
- MEADOW LAKE ESTATES SECTION TWO (98-1426)
- MEADOW LAKE ESTATES SECTION TWO (98-1427)
- MEADOW LAKE ESTATES SECTION TWO (98-1428)
- MEADOW LAKE ESTATES SECTION TWO (98-1429)
- MEADOW LAKE ESTATES SECTION TWO (98-1430)
- MEADOW LAKE ESTATES SECTION TWO (98-1431)
- MEADOW LAKE ESTATES SECTION TWO (98-1432)
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- MEADOW LAKE ESTATES SECTION TWO (98-1471)
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- MEADOW LAKE ESTATES SECTION TWO (98-1497)
- MEADOW LAKE ESTATES SECTION TWO (98-1498)
- MEADOW LAKE ESTATES SECTION TWO (98-1499)
- MEADOW LAKE ESTATES SECTION TWO (98-1500)

LEGEND

- DENOTES COPPERWELD TO BE SET
- DENOTES 48\"/>
- D.& U.E. DENOTES DRAINAGE AND UTILITY EASEMENT.
- D.E. DENOTES DRAINAGE EASEMENT.
- S.S.& D.& U.E. DENOTES SANITARY SEWER AND DRAINAGE AND UTILITY EASEMENT.
- R/W DENOTES RIGHT-OF-WAY.
- N.R. DENOTES NON-RADIAL LINE.
- N.A.E. DENOTES NON-ACCESS EASEMENT.
- A.E. DENOTES ACCESS EASEMENT.

MEADOW LAKE VILLAGE SECTION TWO COVENANTS

CABINET
77
INSTRUMENT NO.
010017279

SLIDE
77

0117279

01 NOV 29 PM 1:14
HAWK COUNTY RECORDER

32. **Dissemination** (Not owners) shall be responsible for commencing a four (4) foot wide sidewalk of 4,000 strength plain cement four (4) inches thick sloped 1/4 inch per foot toward the street with expansion joints each four-eight (48) feet, along the entire length of the lot. 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 or representative and the Homeowners Association shall be responsible for the maintenance and upkeep of the sidewalk except for any damage done by the adjoining lot owner. All public sidewalks shall comply with the standards set forth in the A.D.A. rules, covenants or other regulations, the A.D.A. shall govern.

33. **Utility Easements** There are strips of property as shown on the recorded plat which are hereby designated and reserved for the use of the public utilities for the installation and maintenance of utilities and other obstruction, shall be erected or maintained on such Utility Easement but each owner shall take title to that part of the utility easement comprising a part of his lot, subject to the Utility Easement.

34. **Additional Use** Developer specifically reserves unto itself the right and privilege to include additional real estate not shown on the Preliminary Planned Unit Development Plan for "The Meadows, in real estate shall be entitled to the use and benefit of Meadow-Haven Park, to participate on the Meadow-Haven Park Association Board of Directors, and shall be obligated to pay an amount reasonably necessary to accomplish the above.

35. **Enforcement of Covenants** The right to enforce these covenants 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 of the covenants, shall be reserved to the developer, no longer owns any property contained in this subdivision Section, the developer no longer has any right, title or interest in the property, and the Homeowners Association shall be responsible for the enforcement of the covenants contained herein, including any expenses and attorney's fees shall be charged to the property owner in violation, and such costs, expenses and fees shall be the responsibility of the property owner. The Developer is responsible for any damages, fees, or expenses resulting from the enforcement or failure to enforce any covenant.

36. **Duration of Covenants** These Covenants are to run with the land, and shall be binding on all parties and all their heirs, assigns, personal representatives, and assigns, and shall be binding upon D an affirmative vote of eighty percent (80%) of the then owners of lots in the subdivision, and if with the consent of the Developer. If the Developer does not own one percent (1%) of the lots in the subdivision, the covenants shall remain in full force and effect.

37. **Severability** Restrictions are hereby declared to be independent of, and severable from, every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid, void, unenforceable, or unenforceable, the validity, enforceability or "burning" 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 as such owner, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as set forth and voluntarily agreed to by the undersigned.

JOHN F. FORCUM, Secretary

STATE OF INDIANA))
COUNTY OF HANCOCK))
I, John F. Forcum, a notary public in and for said County and State, do hereby certify that JOHN F. FORCUM is personally known to me to be the same person whose name is subscribed to the above certificate and appeared before me this day in person, and that he is duly qualified to execute the same as his own free and voluntary act and deed for the purpose therein set forth.



Given under my hand and notarial seal this 27 day of November, 2001.
John F. Forcum
Notary Public
Hancock County
My Commission Expires: September 2003
Printed Name: John F. Forcum

32. **Architectural Review** No dwelling, building structure, improvement, exterior alteration or change of original appearance shall be constructed, erected, altered, or removed without the prior approval of the Architectural Review ("Committee"). Such approval shall be obtained only after written application has been made to the Committee by the owner of the property. The Committee shall be composed of five (5) members, three (3) of whom 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 plans and specifications shall be submitted to the Committee for their review and where applicable showing the location of all improvements existing under or upon the lot and the location of the improvements proposed to be constructed or placed upon the lot. The Committee shall have the right to request the owner to submit additional information and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All applications and information submitted to the Committee shall be held in confidence. The Committee shall also be authorized to request the owner to submit additional information and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Paragraph 3 of these covenants. All plans shall be prepared by either a registered land surveyor, engineer or architect.

33. **Brick Requirements** Each one story and one and one-half (1 1/2) story residence shall have an exterior construction of no less than 85% brick or stone. Each two (2)-story residence shall have an exterior construction of no less than 20% brick or stone.

34. **Solar Technology** Solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Review Committee.

35. **Construction Methods** No modular or concrete homes will be permitted in this subdivision. No wood foundations or wood basements shall be permitted.

36. **Outbuildings** Outbuildings or accessory buildings, and their locations shall be approved by the Committee. All outbuildings and accessory structures shall be constructed of masonry materials, and be in harmony with the appearance of the primary residence. No metal outbuildings shall be approved.

37. **Homeowners Association** A deed conveying title thereto, whether from the Developer or a subsequent owner of such lot, shall accept such deed subject to the provisions of the By-Laws of Meadow Lake Homeowners Association, Inc. and thereby become a member of Meadow Lake Homeowners Association, Inc. for the purposes outlined therein.

38. **Swimming Pools** Swimming pools must be placed behind the residence. All pools must be below ground.

39. **Pets** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept, provided they are not kept, bred or raised in such a manner as to be a nuisance to the neighborhood or to be kept in a room at large within the subdivision and shall be confined to the owner's premises.

40. **Lot Maintenance/Block Maintenance** 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 manner. Brightly colored toys can not be used to cover items outdoors. The areas labeled as Blocks 'A', 'B' and 'C' shall be decided from the Developer or the Homeowners Association. The Homeowners Association will be responsible for the maintenance, upkeep and other responsibilities as outlined in the association by-laws.

41. **Basketball Goals** Freestanding basketball goals with clear backboards may be constructed. Basketball goals attached to the house or garage shall not be permitted. All recreational equipment must be maintained in good condition.

42. **Storm Pumps** Storm pumps shall be connected to the storm sewer or other storm waters shall be connected to the storm sewer where possible or discharged into a designated storm drainage channel. Storm pumps shall be connected to the sanitary sewers with approval from Gem Utilities, Inc. A sump pump shall be used for one function only, either the discharge of storm waters or the discharge or designated storm drainage channels. No footing drains or drainage tile shall be connected to the sanitary sewer. No roof downspouts, roof drains, nor roof drainage piping shall be connected to the sanitary sewer. Basement floor drains shall be connected to the sanitary sewer. Basement floor drains shall be connected to the sanitary sewers with approval from Gem Utilities, Inc. No sump pump, footing drain, roof downspout, or basement drain shall be connected to any street under drain, nor outlet onto the street.

DAILY ENTERED FOR TAXATION
NOV 29 2001
John F. Forcum
Auditor of Hancock County

THIS INSTRUMENT PREPARED BY GIBSON SURVEYING GROUP

JOB NUMBER:

MEADOW LAKE VILLAGE SECTION TWO COVENANTS

CABINET 77
INSTRUMENT NO. 010017279

Me, R. & F. Development, Inc. by John F. Forcum, Secretary, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

All subdivisions shall be known and designated as Meadow Lake Village, Section Two. All subdivisions shall be known and designated as Meadow Lake Village, Section Two. All subdivisions shall be known and designated as Meadow Lake Village, Section Two. All subdivisions shall be known and designated as Meadow Lake Village, Section Two.

1. **Drainage Swales (Ditches)**
Ditches along dedicated roadways and within the right-of-way or on dedicated drainage easements shall be known and designated as Meadow Lake Village, Section Two. All subdivisions shall be known and designated as Meadow Lake Village, Section Two.

2. **Altering Drainage Swales**
No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8 feet above the street shall be placed or repaired to remain on any connecting point 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street centerlines.

3. **Corner Lots**
No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8 feet above the street shall be placed or repaired to remain on any connecting point 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street centerlines.

4. **Drainage**
Drainage swales and tile drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments.

4b. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at 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 Drainage Board, and to meet all requirements of all drainage permits for this plat by said Hancock County Drainage Board.

4c. The plat shall be subject 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.

4d. 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.

5. **Right-of-way**
No trees or landscaping shall be planted in the Hancock County right-of-way or drainage easements shown on the plat except for those labeled as landscape easements.

6. **Driveways**
Driveways shall be hard surfaced with concrete or brick and shall thereafter be maintained solely as concrete or brick driveways unless otherwise approved by the Architectural Review Committee. No asphalt, gravel or stone driveways shall be located within driveway limits.

7. **Minimum Living Space Areas**
The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porch area, shall be as follows: 1,000 square feet of ground floor living area for a one-story structure and a minimum of 2,000 square feet of living area if higher than one story. Each dwelling shall have a two or three car-attached garage.

8. **Residential Use Only**
All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sales and construction period. No other commercial or residential purposes on any lot in the subdivision. No dog kennel, junkyard, or commercial business will be permitted in the subdivision.

9. **Building Location**
No building shall be situated on any lot nearer to the front line of easement to the side street line any lot nearer to the side lot line than ten feet (10'). No necessary building shall be located closer to any front or side lot line than the minimum front and side yard setbacks of ten feet, but in no case shall it encroach upon any easement.

10. **Health, Sanitation**
All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health, Gen. Utilities, Gen. Water, and Health Department. All buildings shall be constructed in accordance with the provisions and requirements of Gen Utilities Inc. No water wells or septic tanks shall be installed on any lot.

11. **Nuisances**
No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall any structure be erected on any lot in this subdivision which will be visible from the street, except on collection day.

12. **Limitation On Time**
All residential construction must be completed within one year after the starting date, including the final grading.

13. **Parking Limitations**
No parking of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicle may be parked or stored on a driveway or in a garage. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests, invitees, and vehicles shall be parked or repaired on any lot in this subdivision, or in any street thereon, for the purpose of preparation or loading.

14. **Storage Tanks**
No outside fuel storage tanks above or below ground shall be placed in this subdivision.

15. **Architectural Review Committee**
No alterations shall be created, placed, or placed on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved by the Architectural Review Committee. The purpose of the Architectural Review Committee shall be to ensure that all building, fences, walls or other structures are harmonious with the overall Architectural character of the subdivision. The destruction of trees and vegetation shall be by other means than the Architectural Review Committee. The Architectural Review Committee shall be composed initially of the Developer, and after completion of the development or at the election of the Developer, whichever is sooner, by a committee of three members. The Developer shall have the right to appoint or remove any member of the committee. Successors are elected by a majority vote of homeowners within the development.

16. **Fencing**
Fences shall not be placed closer to the front line than the rear of the primary residence. On corner lots an additional requirement is that fences may not be placed closer to the street than the rear of the primary residence. Fences shall be made of wood, masonry, or vinyl coated type and not exceed 5' in height. Chainlink fencing is not allowed on lots 72 thru 83. Picket wood fences are to be made of cedar and painted white within sixty (60) days of completion of the development. Fences shall be constructed of white pvc vinyl. Exceptions for height restrictions may be granted by the Architectural Review Committee for fences that enclose pools. The committee must maintain the design and location prior to construction. All fencing must be maintained in good condition.

17. **Yard Decorations**
Except seasonal decorations such as at Christmas, yard decorations shall be approved by the Architectural Review Committee.

18. **Antennas**
All communications antennas shall be placed indoors and out of view. Satellite dishes shall be placed behind the residence and not exceed 24" in diameter.

19. **Mailboxes**
The design of its Assignee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision.

20. **Irrigation Systems**
Except adjacent to common areas, Blocks, or at entrances to the subdivision or other areas, irrigation systems shall not be placed in the public right-of-way or drainage easements.

DULY ENTERED
FOR TAXATION

NOV 29 2001

Angela R. ...
Recorder of Hancock County, Indiana

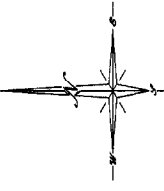
Hancock County Recorder

01 NOV 29 PM 11

MEADOW LAKE VILLAGE SECTION THREE SECONDARY PLAT

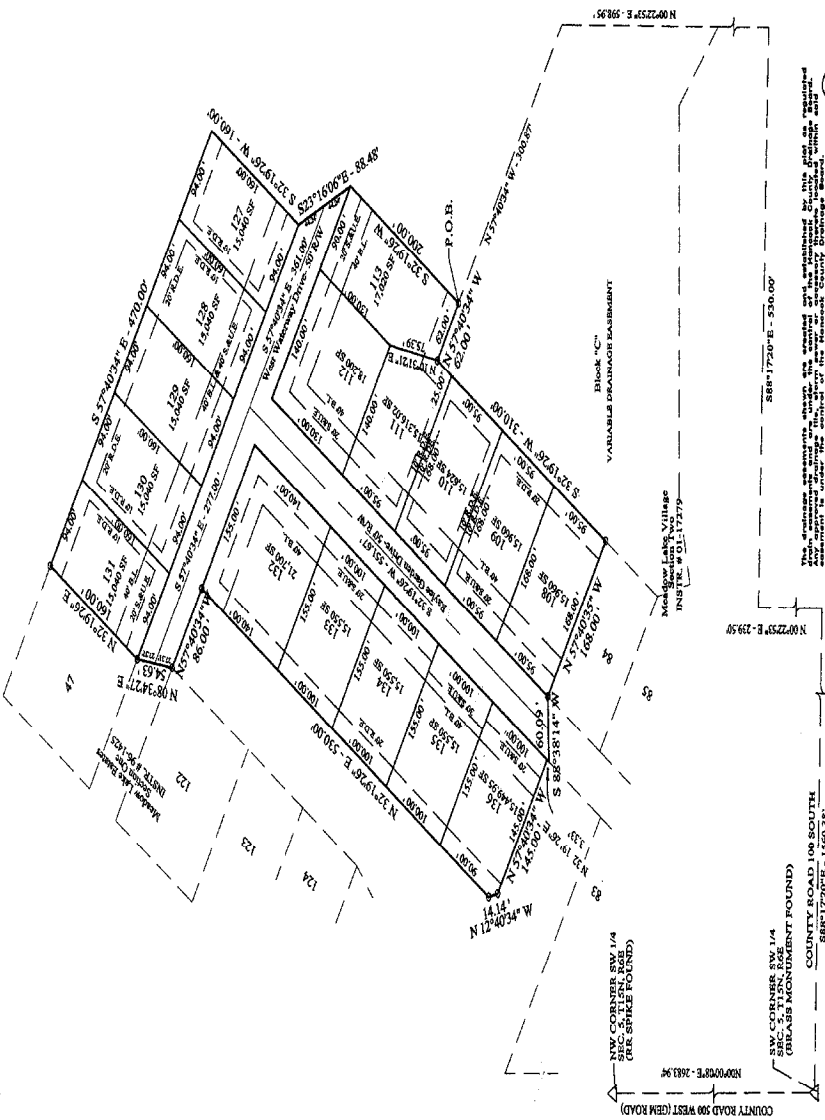
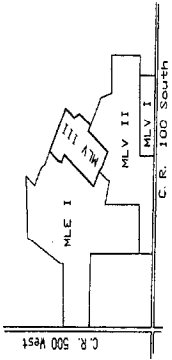
CABINET SLIDE
C 171
INSTRUMENT NO.
040013497

4P
CAROLYN GRASS
HENOCK COUNTY RECORDER
DATE: 09/09/2004 TIME: 08:33:00
FEE: \$35.00
I 040013497 Page 1 of 4



Scale 1"=100'
100' 0 50 100'

Location Detail
Scale 1"=1000'



LEGEND

- DENOTES CORNER WELD TO BE SET WITHIN 30 DAYS AFTER COMPLETION OF STREET CONSTRUCTION.
- DENOTES 5/8" REBAR TO BE SET WITHIN 30 DAYS AFTER COMPLETION OF STREET CONSTRUCTION.
- S & U.E. DENOTES SANITARY AND UTILITY EASEMENT.
- R.D.E. DENOTES REGULATED DRAINAGE EASEMENT.
- S.S. & D.& U.R. DENOTES SANITARY SEWER AND DRAINAGE AND UTILITY EASEMENT.
- R/W DENOTES RIGHT-OF-WAY.
- N.R. DENOTES NON-RADIAL LINE.
- A.E. DENOTES ACCESS EASEMENT.

REVISED: 2/6/03 B.E.

This instrument was recorded in the public records of the State of Georgia on 09/09/2004 at 08:33:00 AM. The recording fee was \$35.00. The instrument was recorded in the public records of the State of Georgia on 09/09/2004 at 08:33:00 AM. The recording fee was \$35.00.

[Signature]
 BOARD OF COUNTY COMMISSIONERS
 HENOCK COUNTY, GEORGIA

DULY ENTERED
FOR TAXATION
SEP 09 2004
Auditor of Henock County

THIS INSTRUMENT PREPARED BY GIBSON SURVEYING GROUP

JOB NUMBER:

MEADOW LAKE VILLAGE SECTION THREE SECONDARY PLAT

CARRIER	SLIDE
	171
INSTRUMENT NO.	
040013497	

I, the undersigned Registered Land Surveyor, do hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that I have conducted a survey under my direct supervision and to the best of my professional knowledge, information and belief this plat is an accurate representation of that survey and that all other requirements specified herein, done by me, have been met, and that the real estate is described as follows.

A part of the southwest quarter of Section 5, Township 15 North, Range 6 East in Sugar Creek Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at a brass monument marking the Southwest corner of said Southwest quarter; thence South 88 degrees 17 minutes 20 seconds East (assumed bearing) to match the record plat of Meadow Lake Village Section Two recorded as Instr. No. 01-17279 in the Office of the Recorder of said Hancock County) along the South line of said Southwest quarter a distance of 1560.38 feet to the Southeast corner of said Meadow Lake Village, Section Two degrees 22 minutes 53 seconds East (assumed bearing) to a brass monument marking the Southwest corner of said Section Two; 2) thence North 00 degrees 19 minutes 53 seconds East (assumed bearing) a distance of 530.00 feet to a Southeast corner of said Section Two; 3) thence North 00 degrees 22 minutes 53 seconds East a distance of 598.95 feet to a Northeasterly corner of Section Two; 4) thence North 57 degrees 40 minutes 34 seconds West a distance of 300.87 feet to a 5/8" capped rebar marking the POINT OF BEGINNING of this description; 5) thence North 37 degrees 40 minutes 32 seconds West a distance of 330.00 feet to the Northern corner of said Section Two; 6) thence South 32 degrees 19 minutes 26 seconds West (assumed bearing) a distance of 168.00 feet to a Northerly corner of said Section Two and being on the Easterly right-of-way line of Kaylee Garden Drive; 7) thence South 88 degrees 38 minutes 14 seconds West a distance of 60.09 feet to an Easterly line of Block "B" in Meadow Lake Estates, Section One as per plat thereof recorded as Instr. No. 96-1425 in the Office of said Recorder of said Hancock County; 8) thence South 88 degrees 38 minutes 14 seconds West a distance of 3.33 feet to an Easterly corner of said Block "B"; 9) thence North 57 degrees 40 minutes 34 seconds West a distance of 145.00 feet to an Easterly corner of said Block B; 2) thence North 12 degrees 40 minutes 34 seconds West a distance of 1.4 feet to an Easterly corner of said Block B; 3) thence North 32 degrees 19 minutes 26 seconds East a distance of 340.00 feet to a Northeasterly corner of said Block B; 4) thence North 57 degrees 40 minutes 34 seconds East a distance of 60.09 feet to the Northwest corner of said Block B; 5) thence North 08 degrees 34 minutes 27 seconds East (assumed bearing) a distance of 1.4 feet to the corner of Lot 26 in said Section One; 6) thence North 32 degrees 19 minutes 26 seconds East a distance of 160.00 feet to the Northeast corner of said Lot 26; 7) thence South 57 degrees 40 minutes 34 seconds East a distance of 470.00 feet to a 5/8 inch capped rebar (Gibson); 8) thence South 32 degrees 19 minutes 26 seconds West a distance of 160.00 feet to a 5/8 inch capped rebar (Gibson); 9) thence South 23 degrees 16 minutes 06 seconds East a distance of 88.48 feet to a brass monument marking the Southeast corner of Section Two; 10) thence West a distance of 200.00 feet to the beginning of Block "C" of said Section Two; 11) thence more or less, Subject to all legal highways, rights-of-way, easements and restrictions of record.

This Subdivision shall be known as Meadow Lake Village Section Three and consists of 16 lots numbered 108 thru 113 and 127 thru 136. The dimensions are shown in feet and decimal Acreage within the public road Right-of-way is 1.173 acres.

I further certify that to the best of my professional knowledge, information, and belief this subdivision plat contains no changes from the matters of survey reviewed by the survey recorded as Instrument No. 94-09881 in the office of the Recorder of Hancock County, Indiana, except as listed as follows.

CERTIFIED:



David Gibson
 REGISTERED PROFESSIONAL
 LAND SURVEYOR, STATE OF INDIANA
 License No. LS910036

**DULY ENTERED
 FOR TAXATION
 SEP 09 2008**

State of Indiana
 Auditor of Hancock County

THIS INSTRUMENT PREPARED BY GIBSON SURVEYING GROUP

JOB NUMBER:

MEADOW LAKE VILLAGE SECTION THREE COVENANTS

CABINET
C
171
INSTRUMENT NO.
040013497

1. **Use.** 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, basement, or other outbuildings shall be used for temporary or permanent occupancy. No dog kennel, junkyard, or commercial business will be permitted in the subdivision.

2. **Building Line.** No building shall be erected on any lot nearer to the side street line than the minimum building setback lines shown on the plat. No accessory building shall be located on any lot nearer to the side street line than ten feet (10'). No accessory building shall be located on any lot nearer to the rear lot line than ten feet (10'). No accessory building shall be located on the primary dwelling. No accessory building shall be located closer to any rear lot line than 15 feet, but in no case shall it encroach upon any easement.

3. **Health Concerns.** All water systems and methods of sewage disposal in this subdivision are to be in compliance with the Health Department of Hancock County. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of Chen Utilities Inc. No water wells or septic tanks shall be installed on any lot.

4. **Nuisance.** 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 shall be maintained on the lot. Garbage and trash shall be kept in containers which are not visible from the street, except on collection day.

5. **Offensive Trade.** All residential construction must be completed within one year after the starting date, including the final grading.

6. **Parking Limitations.** No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, mopeds, or other vehicles shall be parked on any lot in this subdivision except for those parked completely within an enclosed garage, except for personal automobiles, vans and pick up trucks. No vehicles shall be parked on any lot in this subdivision except for those parked completely within an enclosed garage, except for personal automobiles, vans and pick up trucks. No vehicles shall be parked on any lot in this subdivision except for those parked completely within an enclosed garage, except for personal automobiles, vans and pick up trucks. No vehicles shall be parked on any lot in this subdivision except for those parked completely within an enclosed garage, except for personal automobiles, vans and pick up trucks.

7. **Storage Tanks.** No outside fuel storage tanks above or below ground shall be placed in this subdivision.

8. **Architectural Review Committee.** The Architectural Review Committee shall be appointed by the Developer for each subdivision. The purpose of such structure have been approved by the Architectural Review Committee. The purpose of such structure have been approved by the Architectural Review Committee. The purpose of such structure have been approved by the Architectural Review Committee.

9. **Fencing.** Fences shall not be placed closer to the front lot line than the rear of the primary residence. On the building setback line on the side of the residence. Chain-link fencing must be of the dark vinyl coated type and not exceed 5' in height. Picket wood fences are to be made of cedar and not exceed 6' in height. Picket fencing may also be constructed of white poly vinyl. Exceptions for height restrictions may be granted by the Architectural Review Committee for fences that are constructed of stone, brick, or masonry.

10. **Yard Decorations.** Except seasonal decorations such as at Christmas, yard decorations shall be approved by the Architectural Review Committee.

11. **Antennas.** Antennas shall be placed behind the residence and not exceed 24" in diameter. The Developer or its Assignee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all residences in this subdivision.

12. **Mailboxes.** The Developer or its Assignee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all residences in this subdivision.

13. **Landscaping.** Landscaping shall be planted in the Hancock County road right-of-way or driveway easements shown on the plat except for those labeled as landscape easements. All driveways shall be paved with concrete or brick and shall thereafter be landscaped with a minimum of 10' of planting space exclusive of porches, gazebos, terraces, carports, necessary buildings or basement below ground level shall be no less than 1,000 square feet of living area if higher than one story. Each dwelling shall have a two or three car-attached garage.

14. **Minimum Living Space Area.** Minimum living space exclusive of porches, gazebos, terraces, carports, necessary buildings or basement below ground level shall be no less than 1,000 square feet of living area if higher than one story. Each dwelling shall have a two or three car-attached garage.

15. **Drainage Swales.** Any property owner altering, changing or damaging the drainage swales or ditches which shall be subject to Indiana Code 36-9-27 and its amendments.

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20. **Drainage Swales.** Any property owner altering, changing or damaging the drainage swales or ditches which shall be subject to Indiana Code 36-9-27 and its amendments.

DULY ENTERED
FOR TAXATION
SEP 09 2004
Auditor of Hancock County

THIS INSTRUMENT PREPARED BY GIBSON SURVEYING GROUP

JOB NUMBER:

MEADOW LAKES VILLAGE SECTION THREE COVENANTS

SLIDE
172
INSTRUMENT NO.
040013497

32. Stormwater Management. On lots 4 through 11, the concrete sidewalk of 4,000 strength plain cement four (4) inch thick, sloped 1/4 inch per foot toward the street with expansion joints each four-foot (48) feet, along the entire length of the sidewalk, shall be installed. 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. This lot shall be maintained in accordance with the Homesteaders Association shall be responsible for maintenance and upkeep of the sidewalk except for any damage done by the owner. The sidewalk shall be installed and maintained in accordance with the Disabilities Act (A.D.A.), as amended, requirements and in the situation of a conflict between A.D.A. rules, covenants or other regulations, the A.D.A. shall govern.

33. Utility Easements. There are strips of property shown on the recorded plat which are hereby designated and dedicated as utility easements for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as Utility Easements). No permanent structure or other obstruction shall be located within the utility easements. The utility easements shall be used for such public utility for ingress and egress in and along, across, through, and over the Utility Easement.

34. Additional Uses. The Developer reserves the right and privilege to include additional uses not shown on the Preliminary Planned Unit Development Plan for The Meadows, in either Sunnyside or Windhaven or both, and the owners of lots within the additional uses shall be subject to the same rules, regulations, restrictions, 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.

35. Enforcement of Covenants. The Developer, 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 lots shown on longer owns any property contained in this subdivision Section, the developer no longer has any right, obligation or standing to enforce any covenants, restrictions and attorney's fees shall be charged to the property owner in violation, and such costs, expenses and fees shall be collectible in the amount for any damages, fees, or expenses resulting from the enforcement or failure to enforce any covenant.

36. Duration of Covenants. These Covenants are to run with the land, and shall be binding on all parties and all heirs, assigns, personal representatives and transferees of any of the lots in the subdivision, and by with the consent of the Developer. If the Developer does not own one hundred percent (100%) of the lots in the subdivision, the covenants shall remain in full force and effect.

37. Severability. Restrictions in 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. If any of the restrictions shall be held to be void, voidable or unenforceable, the validity of the remaining restrictions shall be unaffected and shall remain in full force and effect.

38. Intent. We, R. & F. Development, Inc., do hereby certify that we are the owners of the property described in the above and that we are duly organized and authorized as shown on the herein drawn plat as our own free and voluntary act and deed.

BY: *[Signature]*
JOHN F. FORCUM, Secretary/Treasurer

STATE OF INDIANA
COUNTY OF HANCOCK

Notary Public in and for said County and person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that he signed the above certificate as his own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2004.

[Signature]
Notary Public, State of Indiana

Printed Name: _____
My Commission Expires: _____

**PAID BY THE COUNTY OF INDIANA
FOR TAXATION
SEP 09 2004**

[Signature]
Auditor of Hancock County

**TAXES CURRENT
AS OF 09/23/2004**

[Signature]

21. Architectural Design. No dwelling, building structure, improvement, exterior alteration or change of original design shall be made on any of the lots shown on this subdivision Section without the prior approval of the Architectural Review Committee ("Committee"). Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot. The 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. Such plans shall include site plan and site plan showing the location of all improvements existing under or upon the lot and the location of the improvements proposed to be used and any proposed landscaping, composition of all exterior materials proposed to be used and specification shall set forth color and finish of all exterior materials proposed to be used and any proposed landscaping, together with any other information which the Committee may require. These shall also be submitted to the Committee in duplicate. The Committee may require the services of an engineer or architect. All such plans shall be prepared by either a registered land surveyor, engineer or architect.

22. Brick Retainments. Each one story and one and one-half (1 1/2) story residence shall have an exterior wall constructed of no less than 50% brick or stone.

23. Sign Technology. Devices for solar technology must be architecturally integrated within the primary residence and shall be approved by the Architectural Review Committee.

24. Construction Methods. No modular or concrete homes will be permitted in this subdivision. No wood foundations or wood frame construction shall be permitted.

25. Outbuildings. Outbuildings, accessory buildings, and their locations shall be approved by the Architectural Review Committee. The approval for such structures shall be in the same manner and form prescribed from time to time by the Committee, and the structures shall be constructed of masonry materials, and be in harmony with the appearance of the primary residence. No metal outbuildings shall be approved.

26. Homeowners Association. Each lot owner, by acceptance of a deed conveying title thereto, whether from the Developer, or from any other person, shall be deemed to have accepted the terms and provisions of the By-Laws of Meadow Lakes Homeowners Association, Inc. and thereby becomes a member of Meadow Lakes Homeowners Association, Inc. For the purposes outlined therein.

27. Swimming Pools. Swimming pools must be placed behind the residence. All pools must be below ground.

28. Pets. Pets, including dogs, cats and other household pets may be kept, bred or kept on any lot, or on any other premises within the subdivision, provided they are not kept, bred or sold on any lot, or on any other premises within the subdivision and shall be confined to the owner's premises.

29. Maintenance of Black Maintenance. All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipments shall be maintained in good condition. The areas labeled as Blocks 'A', 'B' and 'C' shall be seeded from the Developer at the time of construction. The developer shall be responsible for the maintenance, upkeep and other responsibilities as outlined in the association by-laws.

30. Basketball Goals. Freestanding basketball goals with clear backboards may be constructed. Basketball goals shall not be permitted. All recreational equipment must be maintained in good condition.

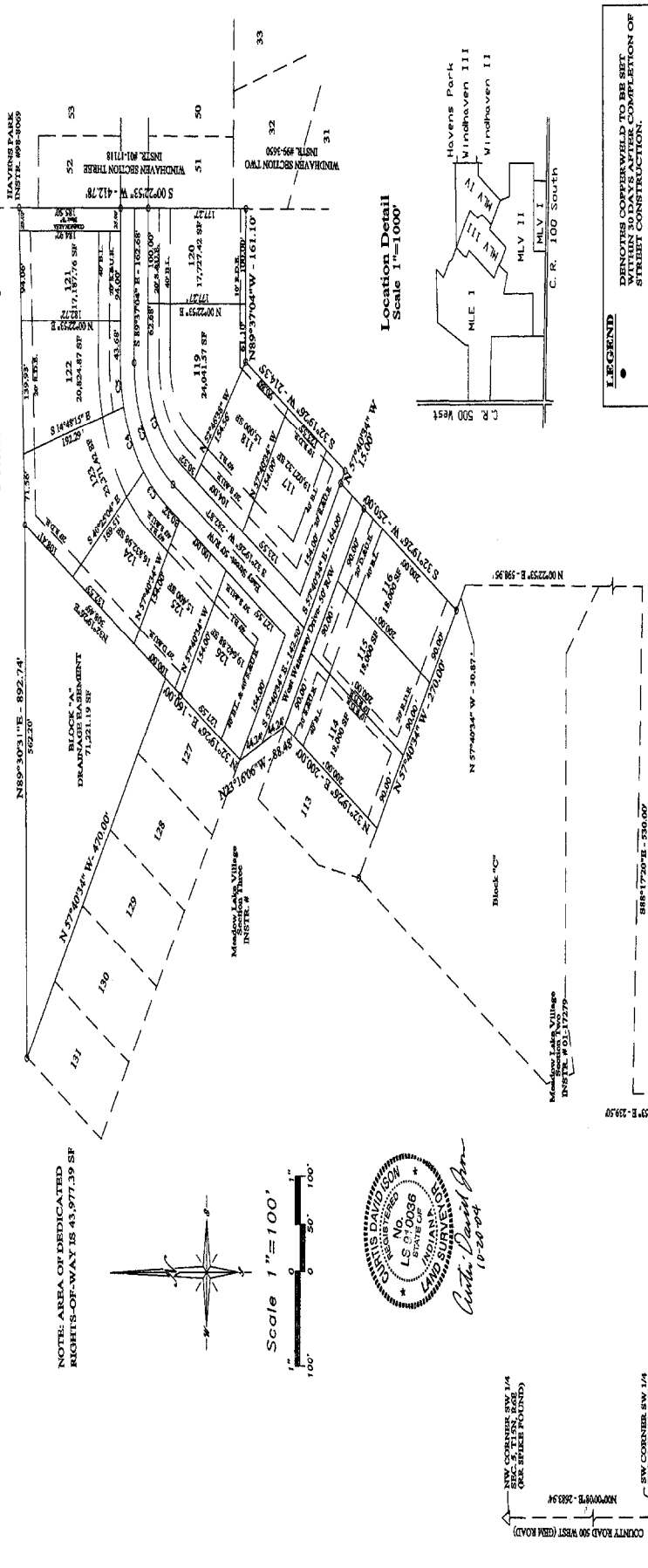
31. Storm Drains. Storm pumps installed to receive and discharge ground waters or other storm waters shall be connected to the storm sewers installed to receive and discharge floor drain flow or other storm water. Sanitary sewers shall be connected to the sanitary sewers with approval from Gerni Utilities, Inc. or the discharge of sanitary sewage. Flooding drains shall be connected to storm sewers where possible or designated storm drainage channels. No footing drains or roof drains shall be connected to the storm drainage system. No down spouts or roof drains shall be connected to the sanitary sewers. Basement floor drains shall be connected to the storm drainage system. All down spouts, floor drains, roof drains, and footing drains, roof downspouts, or basement drain shall be connected to any street under drain, flow outlet onto the street.

MEADOW LAKE VILLAGE SECTION THREE-B SECONDARY PLAT

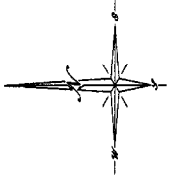
CADNET C
SECTION 174
INSTRUMENT NO. 040015573

4P
CAROLYN GRASS
HAWK COUNTY RECORDS
FOL. DATE 10/20/2004
FEE \$5.37, 05
33.00
Page 1 of 4
I 040015513

ZONING: R-2
SETBACK REQUIREMENTS
SIDEYARD-10 FTN., 20' AGROGATE
REARYARD-15 MINIMUM



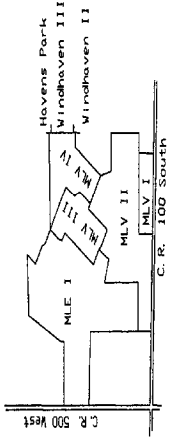
NOTE: AREA ON INDICATED
RIGHTS-OF-WAY IS 43,977.39 SF



Scale 1"=100'
0 50 100'



Location Detail
Scale 1"=1000'



LEGEND

- DENOTES CONVEYABLE TO BE SET WITHIN 30 DAYS OF RECORDING OF THIS PLAT.
- DENOTES 5/8" REBAR TO BE SET WITHIN 30 DAYS OF RECORDING OF THIS PLAT.
- S. & U.E. DENOTES ALL-LOT CORRIDOR.
- R/W DENOTES SANITARY AND UTILITY EASEMENT.
- R.D.E. DENOTES REGULATED DRAINAGE EASEMENT.
- S.S. & D. & U.E. DENOTES SANITARY SEWER AND DRAINAGE AND UTILITY EASEMENT.
- R/W DENOTES RIGHT-OF-WAY.
- N.R. DENOTES NON-RADIAL LINE.
- A.E. DENOTES ACCESS EASEMENT.

REVISIED: 2/6/03 B.E.

DULY ENTERED FOR TAXATION
OCT 20 2004

CURVE NO.	ARC LENGTH	CHORD	PERCENT OF CURVE	ANGLE	BY
1	152.68	148.00	97.60%	45.00°	ASRC
2	150.00	143.24	95.50%	45.00°	ASRC
3	151.59	144.37	95.24%	45.00°	ASRC
4	149.78	145.79	96.64%	45.00°	ASRC
5	146.38	147.33	97.31%	45.00°	ASRC

NEW CORNER SW 1/4
SEC. 9, T15N, R26E
(REAR ADJACENT FOUND)
COUNTY ROAD 100 SOUTH
2887720'E - 1580.38'

COUNTY ROAD 300 WEST (REAR ROAD)
N80°09'E - 262.94'

THIS INSTRUMENT PREPARED BY GIBSON SURVEYING GROUP

MEADOW LAKE VILLAGE SECTION THREE-B SECONDARY PLAT

CABINET
C
REGISTERED NO.
040015513

I, the undersigned Registered Land Surveyor, do hereby certify, that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that I have conducted a survey under my direct supervision and to the best of my professional knowledge, information and belief this plat is an accurate representation of that survey and that all other requirements specified herein, done by me, have been met, and that the real estate is described as follows.

A part of the Southwest quarter of Section 5, Township 15 North, Range 6 East in Sugar Creek Township, Hancock County, Indiana, said part being more particularly described as follows:

Commencing at a brass monument marking the Southwest corner of said Southwest quarter, East a distance of 599.95 feet to a Northeasterly corner (Section Two, 4) thence North 37 seconds West a distance of 270.00 feet to the Southeast corner of said Southwest quarter a distance of 1560.38 feet to the Southeast corner of said Meadow Lake Village, Section Two (the next five (5) calls are along the boundaries of said Section Two); 1) thence North 00 degrees 22 minutes 33 seconds East a distance of 530.00 feet to a Southeast corner of said Section Two; 2) thence North 00 degrees 22 minutes 53 seconds East a distance of 599.95 feet to a Northeasterly corner of Section Two, 4) thence North 37 seconds West a distance of 270.00 feet to the Southeast corner of said Meadow Lake Village, Section Three, recorded as Instr. No. 010013197 in the Office of said Hancock County Recorder; 1) thence North 32 degrees 19 minutes 26 seconds East a distance of 200.00 feet to a 5/8 inch capped rebar (Gibson); 2) thence North 23 degrees 16 minutes 06 seconds West a distance of 88.48 feet to a 5/8 inch capped rebar (Gibson); 3) thence North 32 degrees 19 minutes 26 seconds East a distance of 470.00 feet to a 5/8 inch capped rebar (Gibson); 4) thence North 89 degrees 30 minutes 31 seconds East a distance of 892.74 to a 5/8 inch capped rebar (Gibson) on the West line of Havens Park at the corner of the West side of the West line of Winhaven, Section Two per Instr. No. 99-3650 in the Office of Said Recorder a distance of 412.78 to a 5/8 inch rebar (Gibson); thence North 89 degrees 37 minutes 04 seconds West a distance of 161.10 feet to a distance of 214.35 feet to a capped rebar (Gibson); thence North 57 degrees 40 minutes 34 seconds West a distance of 15.00 feet to a 5/8 inch rebar (Gibson); thence South 32 degrees 19 minutes 26 seconds West a distance of 250 feet to a 5/8 inch capped rebar (Gibson) marking the point of beginning; is containing 3,532 acres more or less. Subject to all legal highways, right-of-way, easements and restrictions of record.

This Subdivision consists of 13 lots numbered 114 thru 126 inclusive and Block "A". The dimensions are shown in feet and decimal parts thereof.

I further certify that to the best of my professional knowledge, information, and belief this subdivision plat contains no changes from the matters of survey reviewed by the surveyor on 08/28/11 in the office of the Recorder of Hancock County, Indiana, except as listed as follows.

DULY ENTERED
FOR TAXATION
OCT 20 2004
Auditor of Hancock County

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

Be it resolved by the Board of County Commissioners, Hancock County, Indiana, that the dedications and reservations shown hereby on this plat are hereby approved and accepted this 18th day of Oct 20, 2011.

ARMIN B. APFLE BRIAN T. KLEIMAN JACK HEIDEN

BOARD OF COUNTY COMMISSIONERS

Approved by the Hancock County Area Plan Commission in accordance with the Subdivision Control Ordinance 100-2004 day of Dec. 1st, 2004

SECRETARY



CERTIFIED:
10-19-04

THIS INSTRUMENT PREPARED BY GIBSON SURVEYING GROUP

JOB NUMBER:

MEADOW LAKE VILLAGE SECTION THREE-B COVENANTS

CABINET
C

STITCHES
175

INSTRUMENT NO.
040015513

Page 3 of 4

I 040015513

Notation:

As the use of any lot is not in compliance with these provisions, the use shall be discontinued immediately for residential use. For residences used as model homes during the sale and development of this subdivision, no motor homes, mobile homes, trailers, campers, trucks, motorcycles, mini-bikes, boats, or other outbuildings shall be used for temporary or permanent residential purposes. No dog kennel, junkyard, or commercial business will be permitted in the subdivision.

18. Residential Use Only:

As the use of any lot is not in compliance with these provisions, the use shall be discontinued immediately for residential use. For residences used as model homes during the sale and development of this subdivision, no motor homes, mobile homes, trailers, campers, trucks, motorcycles, mini-bikes, boats, or other outbuildings shall be used for temporary or permanent residential purposes. No dog kennel, junkyard, or commercial business will be permitted in the subdivision.

19. Building Location:

No building shall be located on any lot nearer to the front line or nearer to the side street line than the setback line shown on the plat. No building shall be located on any lot nearer to the side lot line than ten feet (10'). No building shall be located closer to any front or side lot line than the required minimum front and side yard distance for such building as shown on the plat. No building shall be located closer to any rear lot line than 15 feet, but in no case shall it encroach upon any easement.

20. Health Concerns:

All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health, Gen. Utilities, Gem Water, Inc. or other authority. All buildings shall be constructed in accordance with the residential requirements of Gem Utilities Inc. No water wells or septic tanks shall be installed on any lot.

21. Nuisances:

No offensive or objectionable trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance, annoyance or hazard to the health of anyone not visible from the street, except on collection day.

22. Limitation On Time:

All construction must be completed within one year after the starting date, including the final grading.

23. Parking Limitations:

No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, snowmobiles, or other motorized vehicles of any description, shall be permitted, parked, or stored on any lot within the subdivision, except in an enclosed garage, completely within an enclosed garage, or on the driveway, completely within an enclosed garage, except for personal automobiles, vans and pick up trucks. The parking of any type or kind of vehicle shall not be permitted in the driveway, except in an enclosed garage, no inoperative or unlicensed automobiles shall be parked on any lot in this subdivision, nor in any street thereon.

24. Storage Tanks:

No outside fuel storage tanks above or below ground shall be placed in this subdivision.

25. Architectural Review Committee:

No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on any connecting points 40 feet from the intersection of said streets and a line connecting the same to the street. No fence, wall, hedge, tree or shrub planting shall be placed or permitted to remain on any connecting points 40 feet from the intersection of said streets and a line connecting the same to the street. No fence, wall, hedge, tree or shrub planting shall be placed or permitted to remain on any connecting points 10 feet from the intersection of a street right-of-way and an alleyway or driveway. No driveway shall be located within 70 feet of the intersection of two street centerlines.

26. Open Channel and Title Drains:

Open channel and title drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments.

27. Lot Responsibility:

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by said Hancock County Engineer, and the requirements of all drainage permits issued by said Hancock County Engineer.

28. Property Grading:

The property shall be graded pursuant to the final construction plan and may not be changed without the written approval of the Hancock County Drainage Board.

29. Right-of-Way:

No structure shall be placed, nor any structure erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer.

30. No Trees or Landscaping:

No trees or landscaping shall be planted in the Hancock County road right-of-way or drainage easements shown on the plat except for those labeled as landscape easements.

31. Driveways:

Driveways shall be paved, surfaced with concrete or brick and shall thereafter be maintained solely as concrete or brick driveways until such time as they are approved by the Architectural Review Committee. No asphalt, gravel or stone driveways will be permitted to be installed within the driveway limits.

32. Minimum Living Space Areas:

The minimum square footage of living space of dwellings constructed on various lots shall be in accordance with the development, exclusives of porches, terraces, carports, accessory buildings or development. Minimum lot area shall be a minimum of 2000 square feet of ground floor living area for a one-story structure and a minimum of 2000 square feet of ground floor living area for a two-story structure. Each dwelling shall have a two or three car-attached garage.

33. Antennas:

Antennas shall be placed behind the residence and out of view. Satellite dishes shall be placed behind the residence and not exceed 24" in diameter.

34. Mailboxes:

The Developer or its Assigns shall require a standardized mailbox for each residence and shall provide specifications and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision.

35. Irrigation Systems:

Except adjacent to common areas, blocks or at entrances to the subdivision or other landscaped areas, irrigation systems shall not be placed in the public right-of-way or drainage easements.

PUBLIC ENTERED FOR RECORD
OCT 20 2004
Auditor of Hancock County

THIS INSTRUMENT PREPARED BY GIBSON SURVEYING GROUP

JOB NUMBER:

MEADOW LAKE VILLAGE SECTION THREE-B COVENANTS

CABINET
C. 175
INSTRUMENT NO.
040015513

Page 4 of 4

Each homeowner (or owner) shall be responsible for construction of a 4" (4) foot wide sidewalk of 4000 strength plain cement four (4) inches thick, sloped 1/4" inch per foot toward the street with expansion joints each four (4) feet, along the entire street frontage of the lot. 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 sidewalk shall be finished with a smooth surface and shall be finished within 30 days from completion of residence. Thereafter, the Homeowners Association shall be responsible for maintenance and upkeep of the sidewalk except for any damage caused by Diablotite Act (A.D.A.), as amended, requirements and in the situation of a conflict between A.D.A. rules, covenants or other regulations, the A.D.A. shall govern.

There are strips of property shown on the recorded plat which are hereby designated and reserved for the installation and maintenance of utility lines and drainage facilities (hereinafter referred to as Utility Elements). No permanent structure or other obstruction shall be placed on the Utility Elements. The Utility Elements shall be subject to the rights of such public utility for ingress and egress, in and along, across, through, and over the Utility Element.

34. Additional Use. The Developer reserves unto itself the right and privilege to include additional real estate not shown on the Preliminary Planned Unit Development Plan for The Meadows, in either Sunnyside or Windhaven or both, and the owners of the lots in the subdivision, in the Meadow-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.

35. Enforcement of Covenants. The Developer shall have the right to enforce the covenants by due process of law, of any structure or part thereof erected, or maintained in violation hereof, including the developer. However, such time as the developer no longer owns any property contained in this subdivision Section, the developer no longer has any right, title, interest, or claim in or to the property, and the Developer shall be responsible for the cost of enforcement of any of the foregoing Covenants, provisions, restrictions, or conditions by the Developer or failure to enforce any covenant.

36. Duration of Covenants. All the hereof shall be binding on all parties and all their heirs, assigns, and successors. At any time, a Covenant may be changed in whole or in part upon a affirmative vote of eighty percent (80%) of the then owners of lots in the subdivision, in the subdivision, the consent of the Developer shall not be required. Invalidation of any of the foregoing Covenants, provisions, restrictions, or conditions by any person shall in no way affect any of the other provisions, which shall remain in full force and effect.

37. Severability. 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 Restriction. 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 "pumping" quality of any other one of the Restrictions.

We, R. & F. Developments, Inc., hereby certify that we are the owners of the property described property to be surveyed and subdivided as shown on the herein display plat, as our own free and voluntary act and deed.

BY: STEVEN R. KIELLY, President

STATE OF INDIANA)

COUNTY OF HANCOCK) SS:

I, STEVEN R. KIELLY, Notary Public in and for said County, and same person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that he signed the above certificate as his own free and voluntary act and deed for the purposes therein set forth.

Given under my hand and notarial seal this 17th day of April, 2004.



Steven R. Kielly
Notary Public
Resident of Hancock County
My Commission Expires: 1-3-08
Printed Name: Steven R. Kielly

JOB NUMBER:

THIS INSTRUMENT PREPARED BY GIBSON SURVEYING GROUP

24. 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 this subdivision without the written approval of the Committee. Such approval shall be obtained only after a written application has been made to the Committee by the Owner of the lot requesting authorization of such construction. The Committee shall have the right to request additional information from the Owner, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, including 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, and the location of the improvement proposed to be constructed or placed upon the lot, and each property or all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require in order to make a determination as to whether the proposed construction complies with the provisions of the By-Laws of Meadow Lake Homeowners Association, Inc. There shall also be submitted, where applicable, the permit or reports required under Paragraph 23 above. The final plans shall be prepared by either a registered land surveyor, engineer or architect.

25. Back Requirements. Each one story and one and one-half (1 1/2) story residence shall have an exterior construction of no less than 85% brick or stone. Two (2)-story residence shall have an exterior construction of no less than 50% brick or stone.

26. Site Technology. The site technology must be architecturally integrated within the primary residence and must be approved by the Architectural Review Committee.

27. Construction Methods. No modular or concrete houses will be permitted in this subdivision. No wood foundations or wood basements shall be permitted.

28. Outbuildings. Any outbuildings, and their locations shall be approved by the Architectural Review Committee. The approval for such structures shall be in the same manner as is required for a primary residence. The location and construction of such structures shall be approved by the Architectural Review Committee and be in harmony with the appearance of the primary residence. No metal outbuildings shall be approved.

29. Homeowners Association. Each lot owner, by acceptance of a deed conveying title thereto, whether from the original owner or from a subsequent owner, shall be deemed to have accepted the provisions of the By-Laws of Meadow Lake Homeowners Association, Inc. for the purposes outlined therein.

30. Swimming Pools. Swimming pools must be placed behind the residence. All pools must be below ground.

31. Pets. Dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained within the subdivision and shall be confined to the owner's premises.

32. Maintenance. All lawns 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 manner. Brightly colored tarps can not be used to cover items outdoors. The areas labeled as Blocks "A", "B" and "C" shall be deemed as built upon 90% of the lot. The homeowners association will be responsible for the maintenance, upkeep and other responsibilities as outlined in the association by-laws.

33. Backyard Goals. Freestanding backyards with other backyards may be constructed. Backyard goals and backyards shall not be permitted. All recreational equipment must be maintained in good condition.

34. Storm Sumps. Sump pumps installed to receive and discharge ground waters or other storm waters shall be connected to the sanitary sewers with approved floor drain flow or other drainage channel. Sump pumps installed to receive and discharge floor drain flow or other storm waters shall be connected to the sanitary sewers with approved floor drain flow or other drainage channel. Sump pumps installed to receive and discharge floor drain flow or other storm waters shall be connected to the sanitary sewers with approved floor drain flow or other drainage channel. Sump pumps installed to receive and discharge floor drain flow or other storm waters shall be connected to the sanitary sewers with approved floor drain flow or other drainage channel.

35. Storm Sewers. Storm sewers where possible or designated storm drainage shall be connected to storm drainage piping shall be connected to the storm drainage system. No down spouts or roof drains shall be connected to the sanitary sewer system. No down spouts or roof drains shall be connected to the sanitary sewer system. No down spouts or roof drains shall be connected to the sanitary sewer system. No down spouts or roof drains shall be connected to the sanitary sewer system.

36. Roofing. Roofing shall be installed by a licensed contractor. Roofing shall be installed by a licensed contractor. Roofing shall be installed by a licensed contractor. Roofing shall be installed by a licensed contractor.

37. Downspouts. Downspouts shall be connected to the sanitary sewer system. Downspouts shall be connected to the sanitary sewer system. Downspouts shall be connected to the sanitary sewer system. Downspouts shall be connected to the sanitary sewer system.

38. Basement Drains. Basement drains shall be connected to any street under drain, not outlet onto the street.

DULY ENTERED
FOR TAXATION
OCT 20 2004
Auditor of Hancock County