

PLAT COVENANTS, RESTRICTIONS AND EASEMENTS FOR "MILLSTONE SUBDIVISION"

The undersigned, Sawmill Development, LLC, an Indiana Limited Liability Corporation (the "Developer"), owner of the real estate shown and described herein, hereby certifying that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as Millstone - Section One, an addition to the Town of Whiteland located in Johnson County, Indiana. In addition to the covenants and restrictions hereinafter set forth and contained in this plat, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in that certain "Declaration of Covenants and Restrictions of Millstone Subdivision 'Community'" recorded on the 07th day of September, 2015 as Instrument No. 2005-034554, in the office of the Recorder of Johnson county, Indiana (the "Declaration"), and to the rights, powers, duties and obligations of the Millstone Subdivision Homeowners Association, Inc. (the "Homeowners Association") and the Millstone Subdivision Architectural Control Committee (the "Association") and the Millstone Subdivision Architectural Control Committee (the "Committee") as set forth in the Declaration. Any conflicting covenant or restriction contained in this plat shall govern and control to the extent only of an irreconcilable conflict with any of the covenants and restrictions contained in the Declaration, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. All of the terms, provisions, covenants, conditions and restrictions contained in the Declaration are hereby incorporated herein by reference. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone of anytime owning any part or portion of such land.

1. DEDICATION. The streets and sidewalks, if not heretofore dedicated, are hereby dedicated to public use.

2. EASEMENTS: "Drainage and Utility Easement" and "Drainage, Utility and Sanitary Sewer Easement": The strips of ground or areas indicated as "Drainage & Utility Easement" (D. & U. E.) and "Drainage, Utility and Sanitary Sewer Easement" (D.U.&S.S.E.) are reserved for the use of the Public Utilities, and the Town of Whiteland, specifically for Sanitary Sewers, Water System and Drainage System. It's successors and assigns, to install, inspect, repair, replace, and maintain water, storm drainage and sewer mains, poles, ducts, lines, wires, and drainage facilities, subject at all times to the proper authorities and to the easement herein reserved; no permanent or other structures are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights. "Landscape Easement": The strips of ground or areas indicated as "Landscape Easement" (L. S. E.) are reserved for the Millstone Subdivision Homeowners Association for limited access, said access being limited to that necessary to utilize, maintain, replace, rgrade, reconstruct, and/or repair the landscaping, fences, walls, signs, and other items requiring maintenance within the easement areas; subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures (except walls, sidewalks, fences, etc., otherwise permitted hereby or by the Homeowner's Association or the Town of Whiteland) are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights. "No Access Easement": The strips of ground or areas indicated as "No Access Easement" (N. A. E.) are not to have any driveways or vehicular access ways of any type constructed on or across them; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

3. COMMON AREAS. There are portions of ground labeled "COMMON AREA" which, upon final constructions or provision therefore, shall be conveyed by the Developer to the Homeowners Association. These areas are reserved for the use of the Millstone Subdivision Homeowners Association to improve, alter, maintain, dredge, regrade, reconstruct, and/or repair the Lake Area within said Common Areas, and all facilities, improvements and appurtenances thereto, as may be necessary for said Lake Area to properly function, serve and provide its intended storm water retention and related Drainage System or drainage benefits to Millstone Subdivision; also for any other use said Homeowners Association desires, as established and empowered to do so by "Covenants and Restrictions" referenced above; no permanent or other structures, except structures approved in accordance and consistent with the provisions of the above referenced Covenants, are to be erected or maintained within said areas. All Common Areas, including additional Common Areas at the Developer's option, shall be subject to the applicable covenants and restrictions contained in the Declaration.

4. DRAINAGE SWALES. (The areas) on dedicated easement or otherwise changed without the consent of the Developer. Property owners must maintain non-eroding surfaces. Water in the property larg enough so that it is damaged by such water. Any such these drainage swales or ditches be given 10 days notice by certified mail, if no action is taken, the Developer shall be deemed to have accomplished and the statement or affected property owner for the lien on the property owner's liability construction of a residence upon any contractor responsible for such construction. Affidavit of Compliance with the Code of 1965 and the applicable shall be submitted to the Town.

5. SET-BACKS. Building set-backs this plat, between which lines are or structure (except walls and fences) improvements shall be erected or made feet on one side with a minimum of yard set-back (both sides) must be line of any lot than 30 feet, unless provided by the Declaration. No buildings, structure constructed on any part of a lot lying on lake unless approved by the committee or erected on more than one single lot, the combined lots (or parts thereof) as restrictions applied based on the distance other improvements to the adjacent lot in lot.

6. TEMPORARY CONSTRUCTION. No construction or situated on any lot herein. No trailer, basement, tent, shack, garage, barn permitted to remain on any lot or used as residence, either temporarily or permanently and clean during construction. If the appearance of a construction the appearance of the lot the Developer may assess such charges specified in this plat.

7. PERPETUATION OF DRAINAGE. No construction in construction is shall be perpetuated and all successors shall comply with the amendments thereto.

8. OBSTRUCTIONS. No walls, fences, lines at elevations between 2 1/2 feet placed or permitted to remain on the corner from the intersection of the intersection of said street or street line with the edge of remain within such distance maintained at sufficient height driveway shall be located within

9. SIDEWALKS. Sidewalks plan approved by the Town responsibility of the lot owner constructed, provided, however constructed by the Developer plan. All sidewalks shall be constructed on the lot by concrete, with expansion joints continuous along the street

10. SALES OFFICE. To the Developer, Developer shall be development, marketing and or on any Common Area in closing and deed transfer the subdivision.

11. NON-LIABILITY OF DEVELOPER. No review or approval of plan Developer and Committee shall with these plat restrictions regulation or law.

4. DRAINAGE SWALES. Drainage swales (ditches or drainage detention areas) on dedicated easements are not to be altered, dug out, filled in, filled, or otherwise changed without the written permission of the Town of Whiteland. Property owners must maintain these swales as sodded grass across or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that this drainage swales or ditches will not be damaged by such water. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage after which time, if no action is taken, the Town of Whiteland will cause said repairs to be accomplished and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment and such costs will constitute a lien on the property owner's lot until paid. Upon the completion of the initial construction of a residence upon any lot within this development, the building contractor responsible for such construction shall be required to provide an Affidavit of Compliance with the requirements of this plat, the Indiana Drainage Code of 1965 and the applicable Town of Whiteland Ordinances, which Affidavit shall be submitted to the Town.

5. SET-BACKS. Building set-back lines are hereby established as shown on this plat, between which lines and the property lines of the streets no building or structure (except walls and fences to the extent permitted hereby or by the Declaration), shall be erected or maintained. No buildings structures or other improvements shall be erected closer to any side lot line of any lot than 12 feet on one side with a minimum of 15' on the other side and the total side yard set-back (both sides) must be at least 27 feet, or closer to any rear lot line of any lot than 30 feet, unless proposed otherwise, permitted hereby or by the Declaration. No buildings, structures or other improvements shall be constructed on any part of a lot lying within 30 feet of the top bank of any lake unless approved by the committee or the Developer. Where buildings are erected on more than one single lot, the foregoing restrictions shall apply to the combined lots (or parts thereof) as if they were one single lot, and the restrictions applied based on the distances from the buildings structures or other improvements to the adjacent lot lines of the lots adjoining the combined lot.

6. TEMPORARY CONSTRUCTION. No construction shacks or outhouses shall be erected or situated on any lot herein. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot on any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the Developer is not satisfied with the appearance of a construction site, after 10 days' notice thereof to the owner of the respective lot the Developer may cause the site to be cleaned and may assess such charges specifically against the owner thereof.

7. PERPETUATION OF DRAINAGE. Any field tile or underground drain which is encountered in construction of any improvements within this subdivision shall be perpetuated and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

8. OBSTRUCTIONS. No wall, hedge or shrub plantings which obstructs sight lines at elevations between 2-1/2 and 10 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 35 feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No driveway shall be located within 40 feet of the intersection of two street lines.

9. SIDEWALKS. Sidewalks shall be constructed as required by the sidewalk plan approved by the Town of Whiteland, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided, however, that any Common Area sidewalks shall be constructed by the Developer as designated on the final development--sidewalk plan. All sidewalks shall be completed at the same time as the driveway is constructed on the lot by the lot owner. All sidewalks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each lot.

10. SALES OFFICE. To the extent deemed necessary or desirable by Developer, Developer shall be permitted to place sales offices and construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision until 180 days following the sale, closing and deed transfer to a lot owner other than Developer of the last lot in the subdivision.

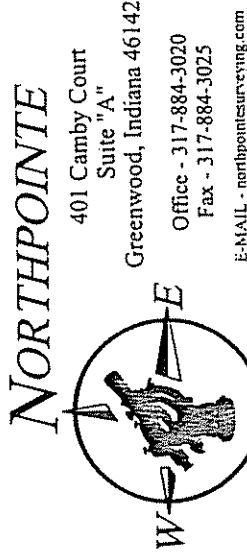
11. NON-LIABILITY OF DEVELOPER AND COMMITTEE. Notwithstanding any review or approval of plans and specifications submitted by a lot owner, the Developer and Committee shall have no liability for compliance of such plans with these plat restrictions or the Declaration of any applicable code, regulation or law.

13. COVENANTS APPURTENANT TO LAND. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after fifteen (15) years a majority of the then owners of the lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of change has been recorded; provided, however, that no change or termination of said covenant shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto. Notwithstanding the foregoing, no covenant established for the benefit of the Town of Whitelet may be discontinued by a vote of the owners of the lots in this subdivision.

14. ENFORCEMENT, WAIVER. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver to enforce any covenant herein, hereafter. Notwithstanding the foregoing any violation of these covenants or the Declaration may be waived by a majority of the then owners of the Lots in this subdivision.

15. ANNEXATION. Developer hereby reserves the right, from time to time and at any time, to annex any portion of adjacent real estate into Millstone Subdivision. As of the date on which Developer annexes any portion of adjacent real estate into the subdivision (the "Annexed Real Estate"), the Annexed Real Estate shall be deemed to be (for all purposes) included within Millstone Subdivision; all references in these covenants and restrictions or in the Declaration of the "Subdivision" or the "Millstone Subdivision" shall be deemed to include the restrictions or in the Declaration to "Real Estate" shall be deemed to include all parcels of land within the Annexed Real Estate; all references in these covenants and restrictions or in the Declaration to "lots" shall be deemed to include all Lots within the Annexed Real Estate; and all easements created by these covenants and restrictions or in the Declaration shall bind, benefit, burden and run with the Annexed Real Estate. As of the date on which Developer annexes any portion of the adjacent real estate into the subdivision, the owners of the Annexed Real Estate shall be deemed to be (for all purposes) owners of lots within the Millstone Subdivision; all references in these covenants and restrictions or in the Declaration to "Owner(s)" shall be deemed to include all owners of Lots within the Annexed Real Estate; and all easements created herein shall bind, benefit and burden the owners of Lots within the Annexed Real Estate and the mortgages, grantees, heirs, assigns and successors of such owners, as provided herein.

16. AMENDMENTS AND SUPPLEMENTS. Developer hereby reserves the right, from time to time and at any time, to modify, supplement or amend these easements, covenants and restrictions, without the consent of any owner of party in interest, if Developer records the modification in the Office of the Recorder of Johnson County, Indiana, and the modification is for any one or more of the following purposes: (i) to extend the provisions of these easements, covenants and restrictions to bind and benefit the Annexed Real Estate and the owner(s) of a Lot within the Annexed Real Estate; (ii) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein; or (iii) to change the substance of one or more covenants, conditions, terms or provisions hereof provided that such change (A) does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction.



SURVEYING, Inc.

IN WITNESS WHEREOF, the undersigned, as the owner of the real estate, has hereunto caused its name to be subscribed
J. Greg Allen, 2005.

SAWMILL DEVELOPMENT LLC.

By: J. Greg Allen
Title: Managing Member

Lot Number 3 Millstone Section One
Lot Number 15 Millstone Section One
Lot Number 20 Millstone Section One
Lot Number 34 Millstone Section One

IN WITNESS WHEREOF, the undersigned, as the owner of the real estate, has hereunto caused its name to be subscribed
J. Greg Allen, 2005.

Princeton Group, INC. dba Princeton Homes

By: J. Greg Allen
Title: CEO

State of (Indiana)) SS:
County of Johnson)

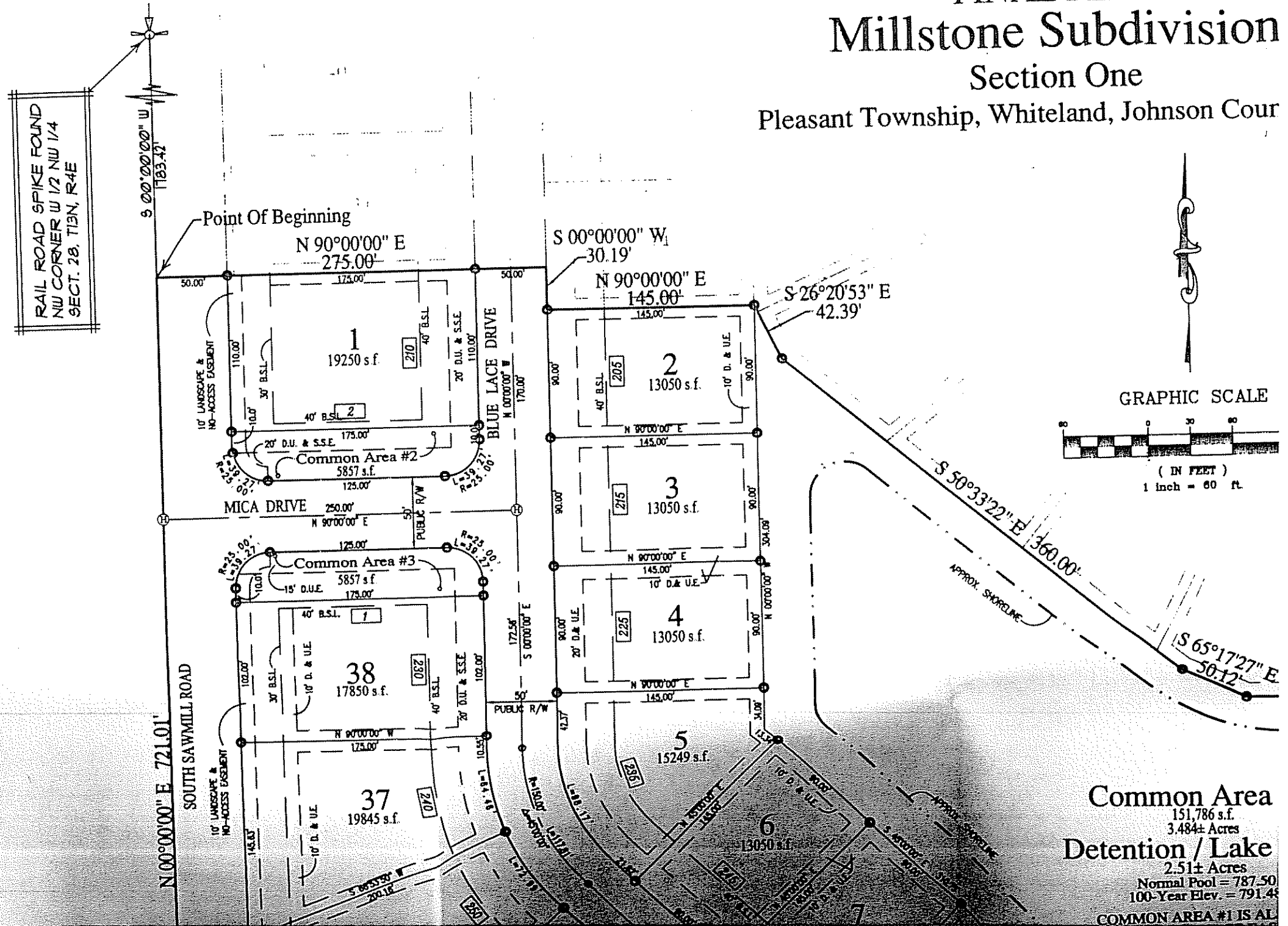
I, Kenneth E. Zumstein, A Notary Public in and for said County and State, do hereby certify that
J. Greg Allen, Managing Member, Sawmill Development LLC, and that
J. Greg Allen, CEO, Princeton Group, Inc. dba Princeton Homes

acknowledged the execution of the foregoing instrument above certificate appears before me this day of August, 2005, his above certificate as his own free and voluntary purposes herein set forth

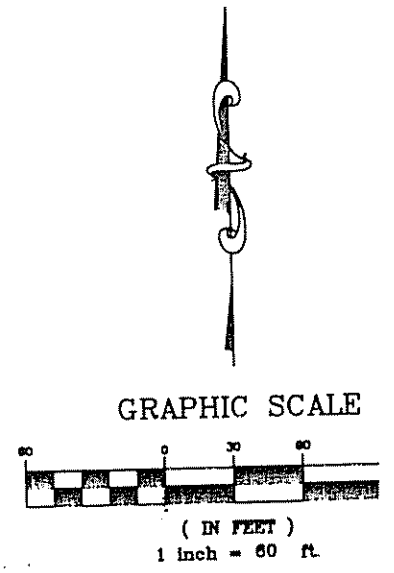
Witness my hand and official seal this 4th day of August, 2005.
Kenneth E. Zumstein
Kenneth E. Zumstein
County of Residence: Johnson
My Commission Expires: August 4th, 2008

FINAL PLAT Millstone Subdivision Section One

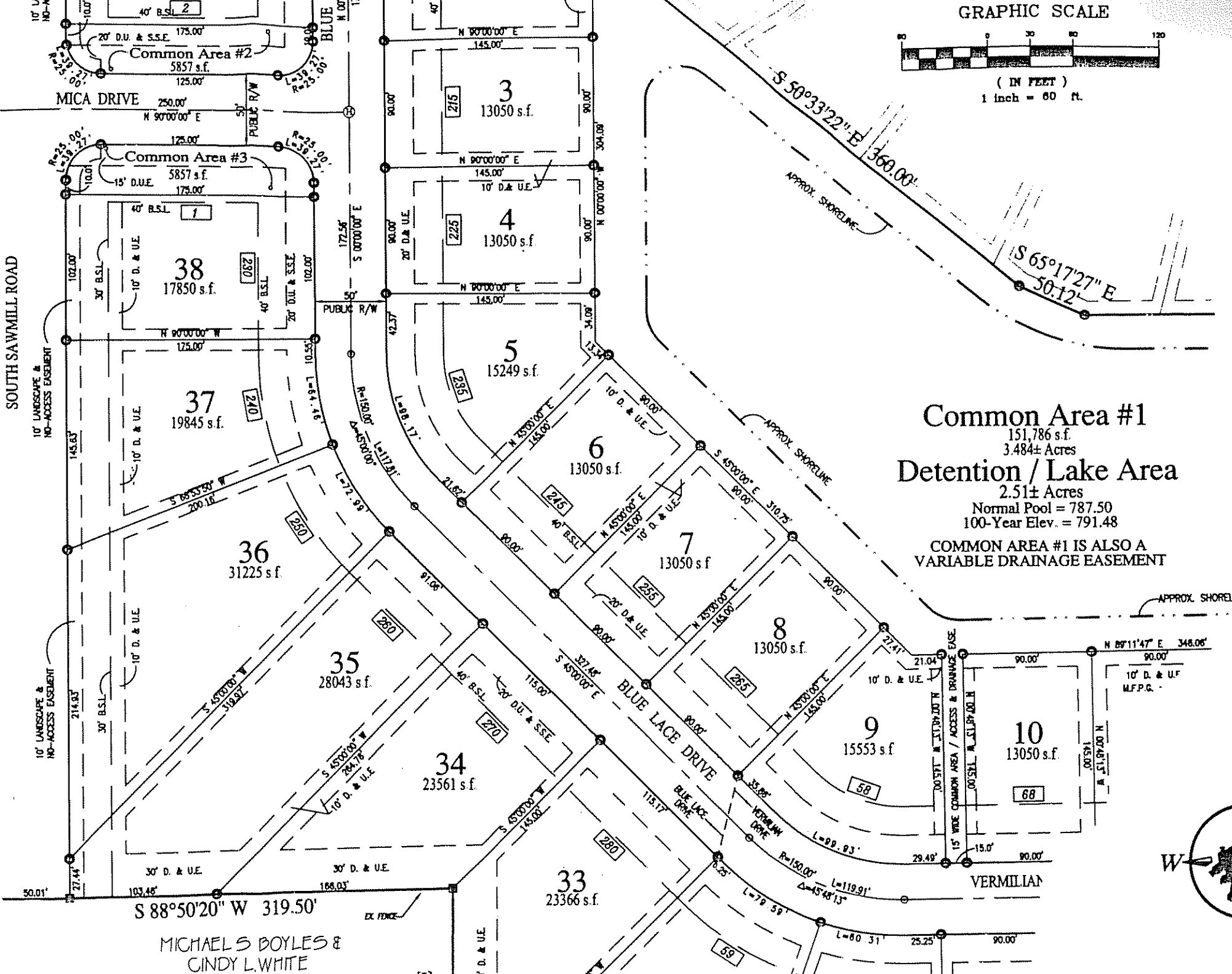
Pleasant Township, Whiteland, Johnson Cour



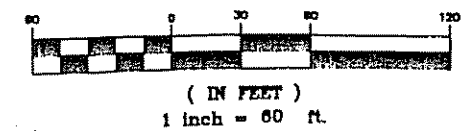
RAIL ROAD SPIKE FOUND
NW CORNER W 1/2 NW 1/4
SECT. 28, T13N, R4E



Common Area
151,786 s.f.
3.484± Acres
Detention / Lake
2.51± Acres
Normal Pool = 787.50
100-Year Elev. = 791.45
COMMON AREA #1 IS AL



GRAPHIC SCALE



Are

LEG

- 1 - LOT NU
- 12,345 s.f. - LOT SQ
- D. & U. E. - DRAINA
- B.S.L. - BUILDI
- S.S.E. - SANITA
- L.S.E. - LANDSC
- E.F.R.E. - EMERG
- M.F.P.G. - MINUM
- 5/8" WITH (NORTI 20100)
- 5/8" WITH (NORTI 20100) SET I.
- H - HARR

Common Area #1
 151,786 s.f.
 3.484± Acres
Detention / Lake Area
 2.51± Acres
 Normal Pool = 787.50
 100-Year Elev. = 791.48
 COMMON AREA #1 IS ALSO A
 VARIABLE DRAINAGE EASEMENT

ALL SIDE
 ARE 7.5' D.&U.E.
 EACH LOT L
 OVERALL V
 OTHE

NORTHPOINTE
 401 Camby Ct
 Suite "A"
 Greenwood, Indiana
 Office - 317-884
 Fax - 317-884-
 E-MAIL - northpointe@surv

SURVEYING, Inc.

SOUTH SAWMILL ROAD

MICHAELS BOYLES &
 CINDY L. WHITE
 11629 N. 1000 079770

Mill

Pleasant Town

RAIL ROAD SPIKE FOUND
NW CORNER W 1/2 NW 1/4
SECT. 28, T13N, R4E

5 00°00'00" W
1733.42'

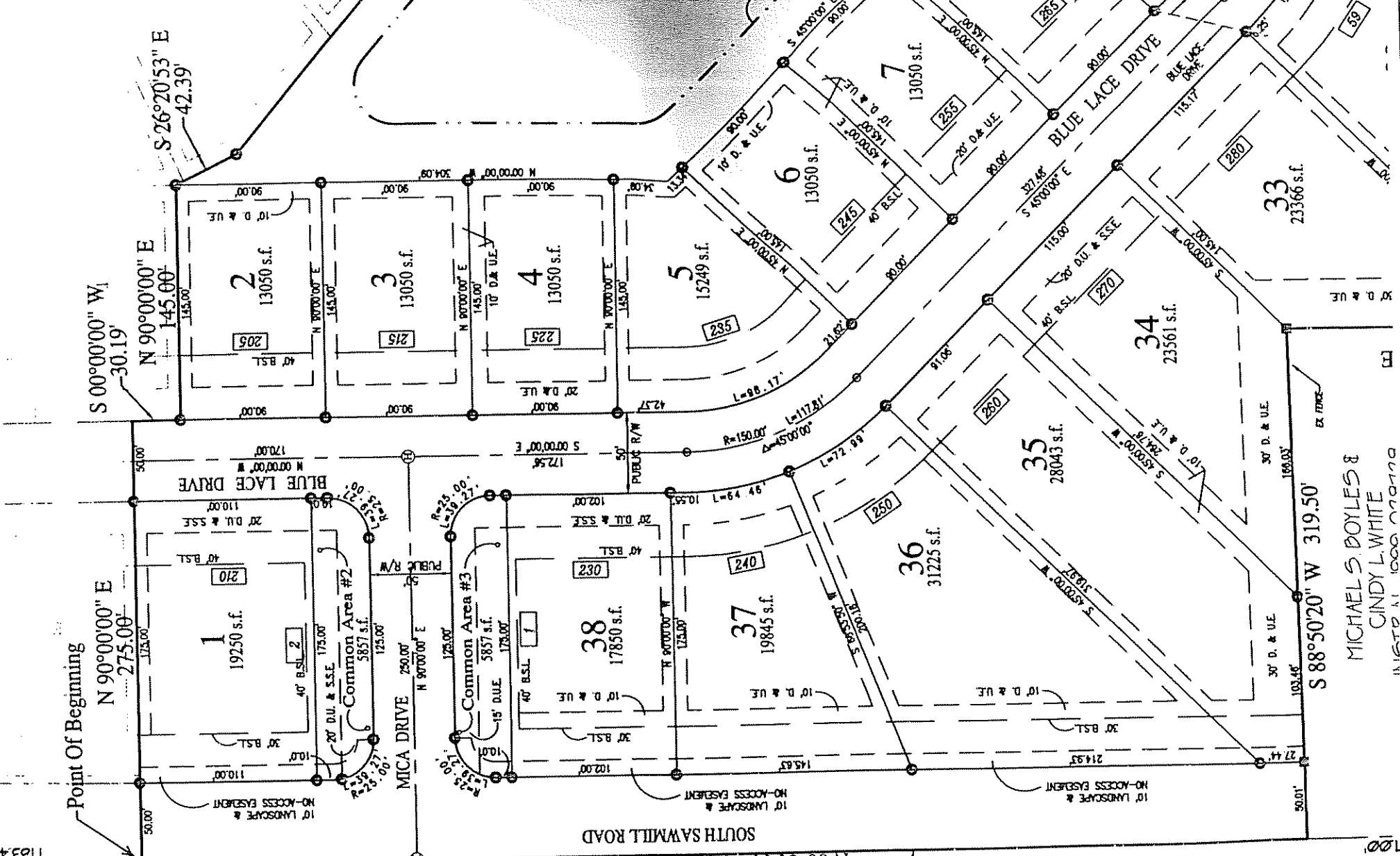
Point Of Beginning

N 90°00'00" E
275.00'

S 00°00'00" W
30.19'

N 90°00'00" E
145.00'

S 26°20'53" E
42.39'



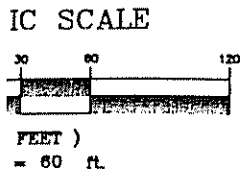
SOUTH SAWMILL ROAD
N 00°00'00" E 721.01'

WEST LINE W 1/2, NW 1/4, SECT. 28, T13N, R4E

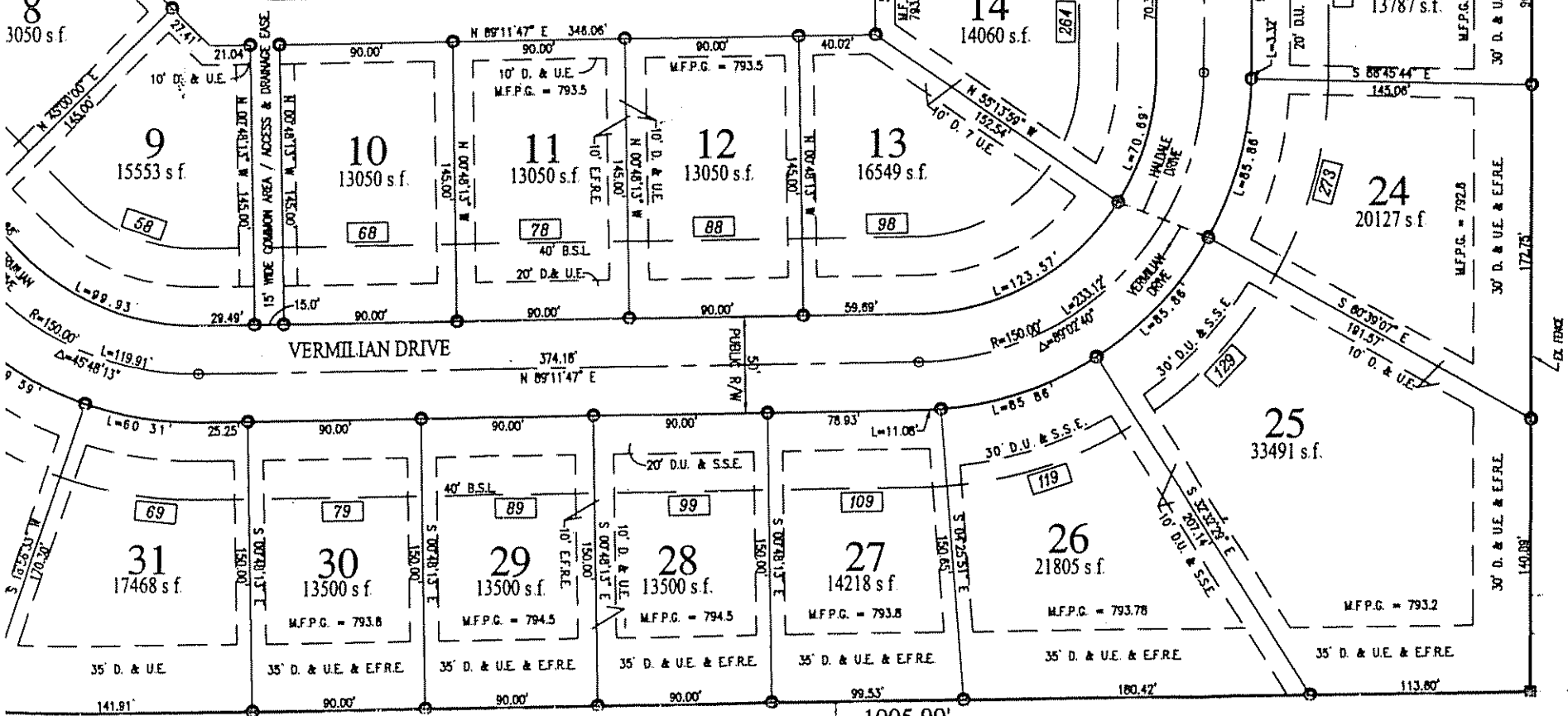
S 88°50'20" W 319.50'

MICHAELS S. BOYLES &
CINDY L. WHITE

REGISTERED AT 1000 070710



Common Area #1
 151,786 s.f.
 3.484± Acres
Detention / Lake Area
 2.51± Acres
 Normal Pool = 787.50
 100-Year Elev. = 791.48
 COMMON AREA #1 IS ALSO A
 VARIABLE DRAINAGE EASEMENT



SEFTON FARMS, LLC
 INSTR. No. 2003-003595

Division

Johnson County, IN.

EASEMENTS
ON EACH SIDE OF
MAINTAINING AN
H OF 15' UNLESS
SE NOTED

