

SCHILDMEIER VILLAGE

COVENANTS

SHEET 4 OF 4

This subdivision shall be known and designated as SCHILDMEIER VILLAGE. All streets shown and not heretofore dedicated are hereby dedicated to the public.

Front building setback lines are hereby established as shown on this plat. Between which lines and property lines of the streets there shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked drainage and public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, 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 on said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the 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.

1. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, clogged, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioner). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Ditches may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in 7-52.9 of the Hancock County Subdivision Control Ordinance.

2. Any property owner altering, changing or causing the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioner) will cause repairs to be accomplished, and the bill for such immediate payment.

3. 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 corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 10 feet from the intersection of said street lines 140 feet for minor streets and 25 feet for arterial streets or in the case of abutted property corner from the intersection of the street right-of-way lines extends the same sight line. The intersection of a street right-of-way line with the edge of the driveway, pavement or alley line, no driveway shall be located within 10 feet of the intersection of two street lines. No drainage structures shall be located within driveway limits.

4. Any other changes of other streets shall operate on to the

14. All fuel storage tanks in this subdivision below ground.

15. No fence or wall shall be erected or placed on any street than the minimum front boundary shown on the plat.

16. Any external TV antenna or satellite dish behind the residence.

17. All homes in this subdivision will be built on lots selected or approved by the developer.

18. All building plans must be approved by the developer.

19. No outbuildings or accessory buildings on any lot. All storage facilities and structures incorporated into and made a part of the construction for the lot.

20. No above ground swimming pools shall be constructed on any lot.

21. RESTRICTION LAKE - USE & MAINTENANCE OBLIGATION. Inclusive about a separate body of water as "Retention Lake" (hereinafter called "Lake") in this subdivision. Only the developer shall have the right to use the application of the right to use the lake upon the owners herein, relative to the lake have the right to use such lake for any but not limited to, wading, boating, and accepting a deed to said lot assume the responsibility of maintaining said lake on an equal pro rata basis of all lots that about the lake.

22. The foregoing covenants are to run with the land and bind all parties and all persons until January 1, 2011 at which time said restrictions shall be automatically extinguished for ten (10) years unless changed by the then owners of the lots. Any invalidation of any one of the foregoing restrictions, by judgement or court order, shall affect any other covenants or restrictions herein in full force and effect.

STATS OF INDIANA)
COUNTY OF HANCOCK) SS:

I, the undersigned, being duly qualified, do hereby certify that we are the owners of the land shown above described property to be surveyed and shown on the herein drawn plat, as our own and deed.

SCHILDMEIER WOODS PARTNERSHIP

1. No excavation for basements, cellars, or other structures shall be permitted on any lot unless the same are shown on the plat and the same are approved by the Planning Commission. No excavation shall be permitted on any lot unless the same are shown on the plat and the same are approved by the Planning Commission.
2. All residential construction must be completed within one year after the starting date, including the final grading.
3. No boat, camper, bus, or trailer shall be parked closer to the street than the building setback line. No unpermitted or unlicensed vehicle shall be parked on or repaired on any lot.
4. No trees shall be planted in the Hancock County right-of-way.
5. All quartered lots in this subdivision shall be designated as residential lots. Only one single-family dwelling with an attached two or three car garage shall be permitted on one lot.
6. Minimum living space area. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, including porches, terraces, garages, carports, accessory buildings, or basements below ground level shall contain no less than 1500 square feet of ground floor living area for a one-story structure or 1100 square feet of minimum ground floor area if higher than one-story, provided that no one-story structure shall have a minimum of 2000 square feet of total living area, and each dwelling shall have a two or three car, attached garage. All driveway and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways will be permitted.
7. No trailer, tent, shack, basement, garage, barn or other outbuildings or temporary structure shall be used for temporary or permanent residential purposes on any lot in this subdivision. No commercial dog kennel, hospital or junk yard shall be permitted in this subdivision. Keeping livestock, except domestic pets is prohibited.
8. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat.
9. All water systems and methods of sewage and drainage in this subdivision are to be in compliance with the regulations or standards by the State Board of Health or other governmental authority having jurisdiction.
10. No rooms or offensive trade shall be carried upon any lot in this subdivision, nor shall anything be done, charges, which may become a nuisance or annoyance to the neighborhood. All lots must be kept neat.
11. All residential construction must be completed within one year after the starting date, including the final grading.
12. No boat, camper, bus, or trailer shall be parked closer to the street than the building setback line. No unpermitted or unlicensed vehicle shall be parked on or repaired on any lot.

22. The foregoing covenants are to run with the land and shall bind all parties and all persons until January 1, 2071 at which time the covenants shall be deemed to have expired. The covenants shall be deemed to have expired if the then owners of the land, or their heirs, assigns, or assigns, by judgment or decree, shall have taken any action which shall affect any other covenants or restrictions in full force and effect.

STATE OF INDIANA)
 COUNTY OF HANCOCK) SS:
 I, SCHLITZBECKER WOODS PARRISH, by
 hereby certify that we are the owners
 in the above caption and that as such
 and above described property to be as
 and deed.

SCHLITZBECKER WOODS PARRISH
 BY: *William L. Garrison*
 WILLIAM L. GARRISON

I, MARQUESE E. LUND
 said County and State do hereby certify
 Partnership, by William L. Garrison, the
 the same person whose name is subscribed
 certificate, appeared before me this
 acknowledged that he signed the above
 and voluntary act as deed for the pur-
 GIVED under my hand and notarial seal
 this 19th day of _____, 20__

My commission expires 2-8-91
M.E. Lund
 MARQUESE E. LUND
 NOTARY PUBLIC
 PRINCEBORN, IN

COUNTY OF RESIDENCE HANCOCK

- 14. All fuel storage tanks in this subdivision shall be buried below ground.
- 15. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback line as shown on the plat.
- 16. Any external TV Antenna or satellite dish shall be placed behind the residence.
- 17. All homes in this subdivision will be built by custom builders selected or approved by the developer.
- 18. All building plans must be approved by the developers or their assigns.
- 19. No outbuildings or necessary buildings shall be permitted on any lot. All storage facilities and storage areas shall be incorporated into and made a part of the residence constructed for the lot.
- 20. No above ground swimming pools shall be permitted on any lot.
- 21. **RESTRICTION LAKE - USE & MAINTENANCE REGULATIONS** Lots E, G and I7 as "Detention Lake" (hereinafter called "Lake"). This lake serves as retention or drainage area and an outlet for surface water in this subdivision. Only the owners of the lots hereinafter shall have the right to use the applicable lake for fishing as long as it is done solely from the lot owners land bank. None of the owners hereinafter, relative to the lake applicable to them shall have the right to use such lake for any other purpose including, but not limited to, wading, boating, swimming or fishing from within the lake. All lot owners who share a given lake by accepting a deed to said lot assume the responsibility of maintaining said lake on an equal pro rata basis based on the total number of lots that share the lake.

22. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2011 at which time said covenants and restrictions shall be automatically considered for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or part. Any modification of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

SIGNATURE OF DEEDOR

CONVEYOR OR ASSIGNEE



