

SCHILDMEIER VILLAGE
SECTION THREE

COVENANTS

We, Schildmeier Woods Partnership, by William I. Garrick, owner of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

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

The undersigned does hereby further create, establish and grant unto the Hancock County Drainage Board the drainage easements shown on the accompanying plat and the drainage improvements constructed within, or to be constructed within, said easements, as County Regulated Drainage Easements and as a County Regulated Drainage System and the right to establish a maintenance fund therefor. We hereby waive hearings, notice of hearings, and publications or notice of the decision of the Board.

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 utility easement (D. & U. B.) are reserved for the use of the 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, tiled, 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. Driveways 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.

7. Minimum living space areas. The minimum living space of dwellings constructed on vacant lots in the development, exclusive of porches, garages, carports, accessory buildings, or ground level shall contain no less than 180 square feet of minimum ground floor area if one story, provided higher than one story structures shall have a minimum of 2000 square feet of total living area. Driveways and vehicle parking areas shall be either concrete, asphalt or brick. No gravel driveways will be permitted.

8. No trailer, tent, shack, basement, porches, outbuildings or temporary structures shall be erected on any lot in this subdivision, except as provided in the subdivision ordinance. No commercial dog kennel, but will be permitted in the subdivision. Kennel except domestic pets is prohibited.

9. No building shall be located on any lot in this subdivision nearer to the side street line than the building setback lines shown on the plat.

10. All water systems and methods of sewerage in this subdivision are to be in compliance with the procedures by the State Board of Health and authority having jurisdiction.

11. No noxious or offensive trade shall be carried on in this subdivision nor shall anything be done which may become a nuisance or annoyance to the other lots must be kept mowed.

12. All residential construction must be completed within one year after the starting date, hereinafter provided.

13. No boat, camper, bus or trailer shall be parked on any street than the building setback line. No unlicensed vehicle shall be parked on any street.

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

1. Drainage swales (ditches) along dedicated easements and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, filled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas such as contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways 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 damaging 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 (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.
3. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 7.5 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 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 intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of 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 70 feet of the intersection of two street lines. No drainage structures shall be located within driveway limits.
4. No sump pump drains or other drains shall outlet on to the street.
5. No trees shall be planted in the Hancock County right-of-way.
6. All numbered 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.

THREE

EMANTS

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, garages, carports, accessory buildings, or basements below ground level shall contain no less than 1800 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 higher than one story structures 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 driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways will be permitted.
8. 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 the subdivision. No commercial dog kennel, hospital or junk yard will be permitted in the subdivision. Keeping livestock, except domestic pets is prohibited.
9. 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.
10. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.
11. No noxious or offensive trade shall be carried upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. All lots must be kept mowed.
12. All construction work shall be completed within one year after the start of construction including the final grading.
13. No signs, signs or markers shall be placed closer to the street line or building setback line. No in, native or other signs shall be placed on or attached to any lot.

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PLANNING COURT RECORDS

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9. No building shall be located on any lot nearer to the front line of nearest to the street line than the minimum building setback lines shown on the plat.
10. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.
11. No noxious or offensive trade shall be carried upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. All lots must be kept mowed.
12. All residential construction must be completed within one year after the starting date, including the final grading.
13. No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof.
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 developers.
18. All building plans must be approved by the developers or their assigns.
19. No on buildings 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.

DAILY ENTERED
FOR TAXATION

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DEEDS
COVENANTS

21. **RETENTION LAKE - USE & MAINTENANCE OBLIGATION** Lots 109, 110, 114, 119, 120, 121, and 122, and a separate body of water designated on the plat as "Retention 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 herein mentioned in respect to the lake upon which their lot abuts shall have the right to use the applicable lake for fishing so long as it is done solely from the lot owner's land bank. None of the owners herein, 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 abut 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 abut the lake.

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

We, Schildmeier Woods Partnership, by William L. Garrlott, do hereby certify that we are the owners of the property described in the above caption and that as such owners, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

SCHILDMIERER WOODS PARTNERSHIP
BY: *William L. Garrlott*
WILLIAM L. GARRLOTT

A notary public in and for said county and state do hereby certify that Schildmeier Woods Partnership, by William L. Garrlott, personally known to me to be the 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 or deed for the purpose therein set forth.

do hereby certify that we are the owners of the property described in the above petition and that as such owners, we have caused the said above described property to be surveyed and subdivided as above and as shown on said plan filed by our own free and voluntary act and deed.

WILLIAM L. WOODS, PARTNERSHIP
BY William F. Stewart
WILLIAM F. STEWART

I, a notary public in and for said County and State, do hereby certify that William L. Woods Partnership, by William L. Garrick, personally known to me to be the 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 purpose therein set forth.

Given under my hand and notarial seal this 7th day of March 19 97

My commission expires 12-13-97

Notary Public
FRANCIS P. ALLEN
PRINTER SIGNATURE
COUNTY OF RESIDENCE Alameda
Francis P. Allen
Francis P. Allen

DULY ENTERED
FOR TAXATION
MAR 12

SCHILDMEIER VILLAGE

SECTION THREE

COVENANTS

CABINET	B 2
STATE	200
INSTR. NO.	942758

21. RETENTION LAKE - USE & MAINTENANCE OBLIGATION Lots 109, 110, 118, 119, 120, 121, and 122 and a separate body of water designated on the plat as "Retention 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 herein mentioned in respect to the Lake upon which their lot abuts shall have the right to use the applicable lake for fishing so long as it is done solely from the lot owner's land bank. None of the owners herein, 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 abut a given lake by accepting said lake on an equal pro rata basis based on the total number of lots that abut the lake.

STATE OF INDIANA)
) SS:
 COUNTY OF HANCOCK)

Me, Schildmeier Woods Partnership, by William L. Garrick, do hereby certify that we are the owners of the property described in the above caption and that as such owners, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

SCHILDMEIER WOODS PARTNERSHIP
 BY: *William L. Garrick*
 WILLIAM L. GARRICK

94 MAR - 9 AM 9 18
James L. Garrick
 HANCOCK COUNTY RESIDENT

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Scale 1" =

NOLAN AND GIBSON CORPORATION

LAND SURVEYORS & PLANNERS

1105 W. MAIN STREET • GREENFIELD, IN 48140 • (317) 462-4484
FAX (317) 462-2102

JOB NO. _____

*Cabinet B
Slide 204
Instrument
94-4128*

I, the undersigned Registered Land Surveyor do hereby certify that I prepared the covenants of Schildmeier Village-Section Three, which appears of record as Instrument No. 94-2738 in the Office of the recorder of Hancock County, Indiana, and that said covenants contained two errors. Those errors are corrected as follows:

- A) Covenant No. 6 was incorrect and should read as follows: All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes and sales offices 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 residential purposes on any lot in the subdivision. No dog kennel, junk yard or commercial business of any kind will be permitted in this subdivision.
- B) Covenant No. 21 should have included Lot 117 to read as follows: Lots 109, 110, 117, 118, 119, 120, 121, and 122 abut a separate body of water designated on the plat as "Detention Lake" (hereinafter called "Lake"). This Lake serves as detention or drainage area and an outlet for surface water in this subdivision. Only the owners of the lots herein mentioned in respect to the Lake upon which their Lot abuts shall have the right to use the applicable Lake for fishing so long as it is done solely from the Lot owner's land bank. None of the owners herein, 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 abut the Lake by accepting a Deed to said Lot assume the responsibility of maintaining said Lake on an equal pro rata basis as based on the total number of Lots that abut the Lake.

Jane L. Shaw
HANCOCK COUNTY RECORDER

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CERTIFIED: April 11, 1994

Harold Gibson
Harold Gibson, Registered
Land Surveyor, LS910021

We the undersigned, Schildmeier Woods Partnership, by William L. Garriott do hereby acknowledge and agree to this certificate of correction as owners of Lots 76 through 132 of Schildmeier Village - Section Three.

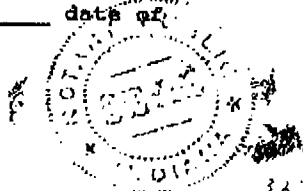
SCHILDMEIER WOODS PARTNERSHIP

BY: *William L. Garriott*
William L. Garriott

STATE OF INDIANA)
)SS:

COUNTY OF HANCOCK)
Subscribed and sworn before me this 11th day of April, 1994.

NOTARY PUBLIC
Printed Name Stacie R. Austin
My Commission Expires 10-13-97
County of Residence Hancock



94-4128