

SCHILDMEIER WOODS SECTION ONE-COVENANTS

Plat Book # 7
Page 121
79-04406

We, the undersigned, George R. Reilly, William L. Garriott and Leon Wilson, owners 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 WOODS, SECTION ONE. 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 building or structure. The strips of ground shown on this plat and marked "D.G.U.E." 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, tilled, or otherwise changed without the written permission of the Hancock County Surveyor. 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 or other approved structures have been permitted by the County Surveyor.
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 Surveyor 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 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 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.
4. The same sight 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.
5. 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.
6. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1600 square feet, exclusive of porch or garage or 1000 square feet in the case of a two-story residence.
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 the subdivision. No commercial dog kennel, hospital or junk yard will be permitted in the 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 plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for 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.
9. All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedure by the State Board of Health or other civil authority having jurisdiction.
10. Driveway pipes with a minimum of 12 inch diameter shall be placed at all lot entrances before construction begins.
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 the 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 plat.

16. All homes in this subdivision will be built by custom builders selected or approved by the developers.
17. All building plans must be approved by the developers or their assigns.
18. All outbuildings shall be constructed of new materials and be similar in appearance to the residence on the lot on which the outbuilding is being built.
19. 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, 2000 at which time said covenants and restrictions shall be automatically extended 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 in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgment of court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

State of Indiana)
County of Hancock)

We, George R. Reilly, William L. Garriott and Leon Wilson, 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.

George R. Reilly
GEORGE R. REILLY

William L. Garriott
WILLIAM L. GARRIOTT

Leon Wilson
LEON WILSON

I, Richard T. Frye, a notary in and for said County and State hereby certify that George R. Reilly, William L. Garriott and Leon Wilson, 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 acknowledge that they signed the above certificate as their own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 20th day of August, 1979.
Richard T. Frye
Richard T. Frye, Notary

Be it resolved by the Board of County Commissioners of Hancock County, Indiana, that the dedications shown on this plat are hereby approved and accepted this 20 day of July, 1979.

Roll Anderson - William V. Belmont
BOARD OF COUNTY COMMISSIONERS

Approved by the Hancock County Plan Commission in accordance with the Subdivision Control Ordinance this the day of , 1979.

BY James E. McLeod Sheld Roberts
PRESIDENT SECRETARY

DULY ENTERED
FOR TAXATION

AUG 22 1979

Sheld Roberts
Auditor Hancock County

SCHILDMEIER WOODS SECTION TWO-COVENANTS

Plat Book #7
page 123

We, the undersigned, George R. Reilly, William L. Garriott and Leon Wilson, owners 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 WOODS, SECTION TWO. 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 building or structure. The strips of ground shown on this plat and marked "D. & U.E." 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 Surveyor. Property owners must maintain these swales as sodded grassway, 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 or other approved structures have been permitted by the County Surveyor.
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 Surveyor 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 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 20 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.
4. The same sight 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.
5. 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.
6. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1600 square feet, exclusive of porch or garage or 1000 square feet in the case of a two-story residence.
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 the subdivision. No commercial dog kennel, hospital or junk yard will be permitted in the 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 plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.
9. All water systems and methods or sewage disposal in this subdivision are to be in compliance with the regulations or procedure by the State Board of Health or other civil authority having jurisdiction.
10. Driveway pipes with a minimum of 12 inch diameter shall be placed at all lot entrances before construction begins.
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 the 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 plat.

16. All homes in this subdivision will be built by custom builders selected or approved by the developers.
17. All building plans must be approved by the developers or their assigns.
18. All outbuildings shall be constructed of new materials and be similar in appearance to the residence on the lot on which the outbuilding is being built.
19. 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, 2000 at which time said covenants and restrictions shall be automatically extended 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 in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall return in full force and effect.

State of Indiana)
County of Hancock)

We, George R. Reilly, William L. Garriott and Leon Wilson, 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.

George R. Reilly
GEORGE R. REILLY

William L. Garriott
WILLIAM L. GARRIOTT

Leon Wilson
LEON WILSON

I, Richard T. Frye, a notary in and for said County and State hereby certify that George R. Reilly, William L. Garriott and Leon Wilson, 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 acknowledge that they signed the above certificate as their own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 20th day of August, 1979.

Richard T. Frye
RICHARD T. FRYE, Notary

Be it resolved by the Board of County Commissioners, Hancock County, Indiana, that the dedications shown on this plat are hereby approved and accepted this the 30th day of July, 1979.

William A. Hoyer - Dawn M. King
BOARD OF COUNTY COMMISSIONERS

Approved by the Hancock County Plan Commission in accordance with the Subdivision Control Ordinance this the 30th day of July, 1979.

BY James E. McLeod PRESIDENT
Beverly Roberts SECRETARY

DULY ENTERED
FOR TAXATION

AUG 22 1979

Steve H. Roman
Auditor Hancock County

RECEIVED AUG 22 1979
Aug 22, 1979

SCHILDMEIER WOODS SECTION THREE-COVENANTS

79-04408

We, the undersigned George R. Reilly, William L. Garriott and Leon Wilson, owners 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 WOODS, SECTION THREE. 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 building or structure. The strips of ground shown on this plat and marked "D. & U.E." 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 Surveyor. Property owners must maintain these swales as sodded grassway, 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 or other approved structures have been permitted by the County Surveyor.
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 Surveyor 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 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 20 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.
4. The same sight 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.
5. 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.
6. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1600 square feet, exclusive of porch or garage or 1000 square feet in the case of a two-story residence.
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 the subdivision. No commercial dog kennel, hospital or junk yard will be permitted in the 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 plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.
9. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedure by the State Board of Health or other civil authority having jurisdiction.
10. Driveway pipes with a minimum of 12 inch diameter shall be placed at all entrances before construction begins.
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 the 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 plat.

16. All homes in this subdivision will be built by custom builders selected or approved by the developers.
17. All building plans must be approved by the developers or their assigns.
18. All outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the outbuilding is being built.
19. 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, 2000 at which time said covenants and restrictions shall be automatically extended 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. Invalidation of any one of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall return in full force and effect.

State of Indiana)
County of Hancock) SS:

We, George R. Reilly, William L. Garriott and Leon Wilson, 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.

George R. Reilly William L. Garriott
GEORGE R. REILLY WILLIAM L. GARRIOTT
Leon Wilson
LEON WILSON

I, Richard T. Frye, a notary in and for said County and State hereby certify that George R. Reilly, William L. Garriott and Leon Wilson, 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 acknowledge that they signed the above certificate as their own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 20th day of August, 1979.
Richard T. Frye
Richard T. Frye, Notary

Be it resolved by the Board of County Commissioners, Hancock County, Indiana, that the dedications shown on this plat are hereby approved and accepted this the 20 day of July, 1979.
William L. Garriott William L. Garriott William L. Garriott
BOARD OF COUNTY COMMISSIONERS

Approved by the Hancock County Plan Commission in accordance with the Subdivision Control Ordinance this the ___ day of ___, 1979.
BY James E. McLeod Harold R. Searcy
PRESIDENT SECRETARY

DULY ENTERED
FOR TAXATION
AUG 22 1979

Stanley K. Komer

055460

Cabinet A
Slide 345

SCHILDMEIER WOODS SECTION FOUR - COVENANTS

James L. Garrison
HANCOCK CO. RECORDER

We, Schildmeier Woods Partnership, by William L. Garrriott, 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 SCHILMEIER WOODS, SECTION FOUR. 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 utility easement (D. & U.E.) 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, filled, or otherwise changed without the written permission of the Hancock County Surveyor. 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 or other approved structures have been permitted by the County Surveyor.
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 Surveyor 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 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 20 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.
4. The same sight 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.
5. 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.
6. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1600 square feet, exclusive of porch or garage or 1000 square feet in the case of a two-story residence.
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 the subdivision. No commercial dog kennel, hospital or junk yard will be permitted in the 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 plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.
9. 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.
10. Driveway pipes with a minimum of 12 inch diameter shall be placed at all lot entrances before construction begins.
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 imperative 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 plat.
16. All homes in this subdivision will be built by custom builders selected or approved by the developers.
17. All building plans must be approved by the developers or their assigns.
18. All out buildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built.
19. 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, 2010 at which time said covenants and restrictions shall be automatically extended 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. Invalidation of any one of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall return in full force and effect.

State of Indiana)
County of Hancock) SS:

We, Schildmeier Woods Partnership, by William L. Garrriott, 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. Garrriott*
WILLIAM L. GARRRIOTT

I, Harold Gibson, a notary in and for said County and State do hereby certify that Schildmeier Woods Partnership by, William L. Garrriott, 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 28th day of OCTOBER, 1985.

Harold Gibson
HAROLD GIBSON, Notary Public
NOV - 8 1985
NOTARY PUBLIC FOR TAXATION

My Commission Expires 11-11-85

Be it resolved by the Board of County Commissioners, Hancock County, Indiana, that the dedications shown on this plat are hereby approved and accepted this the 28 day of OCTOBER, 1985.

Noble Anderson, James Kuhler, William J. Hilroy
BOARD OF COUNTY COMMISSIONERS

Approved by the Hancock County Plan Commission in accordance with the Subdivision Control Ordinance this 20th day of JUNE, 1985.

James E. McCall PRESIDENT
Jim Shoultz SECRETARY
James McCall, President of
HANCOCK COUNTY PLANNING COM.

SCHILDMEIER WOODS SECTION FIVE - COVENANTS

SLIDE 313
 CABINET A
 INSTR. # 86 2161

Me, Schildmeier Woods Partnership, by William L. Garrigott, one of the legal estates shown and described herein, do hereby lay out, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as SCHILDMEIER WOODS, SECTION FIVE. 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, these shall be erected or maintained no building or structures. The strips of ground shown on this plat and marked drainage and utility easement (D. & U. E.) are reserved for the use of the public utilities and the installation of water and sewer mains, poles, ducts, lines and wires, and assessment hereof. The strips of ground shown on this plat and marked "setback" are maintained on said strips of land, not over the center of the subdivision shall be 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.

- 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, filled, or otherwise changed without the written permission of the Hancock County Surveyor. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be collected and discharged into the swales. Swales may be constructed over these swales or ditches only when appropriate signs and other approved structures have been permitted by the County Surveyor.
- 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 Surveyor will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.
- No fence, wall, hedge, tree or shrub planting which obstructs sight lines and view between 25 and 8 feet above the street shall be placed or permitted to remain on the corner lot within the triangular area formed by the street, highway, alley lines and a line connecting points 20 feet from the intersection of said street, highway, alley lines and 20 feet from arterial streets, or 10 feet from the center of a rounded property corner from the intersection of the street and alley lines.
- The above sight limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way with 75 feet of the driveway pavement or alley lane. No driveway shall be located within 75 feet of the intersection of two street lines.
- 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.
- No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1600 square feet, exclusive of porch or garage or 1000 square feet in the case of a two-story residence.
- No trailer, tent, shack, basement, garage, bath or other outbuildings or temporary structures shall be used temporarily or permanently for residential purposes on any lot in the subdivision. No commercial, industrial, hospital or junk yard will be permitted in the subdivision. Keeping livestock, except domestic pets is prohibited.
- 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. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.
- 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.
- Driveway pipes with a minimum of 12 inch diameter shall be placed at all entrances before construction begins.
- 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.
- All residential construction must be completed within one year after the starting date, including the final grading.
- No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicles shall be parked on or repaired on any lot in this subdivision or on any street thereof.

- All fuel storage tanks in this subdivision shall be buried below ground.
- 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, or approved by the developers.
- All building plans must be approved by the developers or their assigns.
- All out buildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built.
- 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 extended for another ten (10) years unless changed by vote of a majority of the then existing owners in writing. In the event of a conveyance or restriction of the building, the restriction of the covenants or restrictions of the building shall be null and void and of no effect in no way affect any other covenants or restrictions, which shall remain in full force and effect.

STATE OF INDIANA)
 COUNTY OF HANCOCK) SS:

We, Schildmeier Woods Partnership, by William L. Garrigott, do hereby certify that we are the owners of the property described in the above captioned plat and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

SCHILDMEIER WOODS PARTNERSHIP
 by William L. Garrigott
 WILLIAM L. GARRIGOTT

I, William L. Garrigott, a notary public in and for said County and State of Indiana, do hereby certify that 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 29th day of December, 1986.

My commission expires 2-8-87

COUNTY OF RESIDENCE Hancock

Margaret Ellen Ford
 PUBLIC NOTARY
 PRINTED SIGNATURES
 REGISTERED IN INDIANA



CLAY ENTERPRISES
 REALTY COMPANY
 REC-1 8936

David L. Garrison
 Notary Public, Indiana

Revised Covenants see 68-2220 and 93-3472

SCHILDMEIER WOODS SECTION SIX - COVENANTS

SLIDE 384
CABINET A
INSTR. 86 8862

We, Schildmeier Woods Partnership, by William L. Garriott, 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 WOODS, SECTION SIX. 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 utility easement (D. & U. E.) 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 Surveyor. 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 or other approved structures have been permitted by the County Surveyor.
 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 Surveyor 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 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 20 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.
 4. The same sight 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.
 5. 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.
 6. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1600 square feet, exclusive of porch or garage or 1000 square feet in the case of a two-story residence.
 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 the subdivision. No commercial dog kennel, hospital or junk yard will be permitted in the 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. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.
 9. 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.
- Driveway pipes with a minimum of 12 inch diameter shall be placed at all entrances before construction begins.
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 thereon.

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. All homes in this subdivision will be built by custom builders selected or approved by the developers.
17. All building plans must be approved by the developers or their assigns.
18. All out buildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built.
19. 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 extended 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. Invalidity 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.

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

We, Schildmeier Woods Partnership, by William L. Garriott, 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. Garriott

WILLIAM L. GARRIOTT

I, _____, a notary public in and for said County and State do hereby certify that Schildmeier Woods Partnership, by William L. Garriott, 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 28th day of December, 1986.

My commission expires 2-8-87

COUNTY OF RESIDENCE HANCOCK

Margaret Ellen Lind
NOTARY PUBLIC
PRINTED SIGNATURE MARGARET ELLEN LIND



DAILY ENTERED
FOR TAXATION

DEC 8 1986

James H. ...
Notary through Court

RECORDED
INDEXED
DEC 31 1986

SCHILDMEIER WOODS SECTION SEVEN - COVENANTS

SLIDE 122
CABINET B
INSTR. # 873802

1. Schildmeier Woods Partnership, by William L. Garrigot, owner of the real estate shown and described herein, do hereby lay out, plat and subdivida said real estate in accordance with the within plat.

2. This subdivision shall be known and designated as Schildmeier Woods, Section 7. All streets shown and not heretofore dedicated are hereby dedicated to the public.

3. Front building setback lines are hereby established as shown on this plat, between building lines and property lines of the streets there shall be erected or maintained buildings or structures. The strips of ground shown on this plat and marked drainage and utility easement (D. & U. E.) 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.

4. 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 Surveyor. 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 or other approved structures have been permitted by the County Surveyor.

2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible therefor and will be given 10 days notice by registered mail to repair said damage. If repairs are not completed, 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 2, 5, and 8 feet above the street shall be placed and maintained to remain on any corner lot within the triangular area formed by the intersection of said street lines, and a line connecting points 20 feet from the intersection of said street lines, and 75 feet for minor streets and 75 feet for arterial streets or in the case of a compound property corner from the intersection of the street or right-of-way lines, extended.

4. The same sight line restrictions shall apply to any lot within 100 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 10 feet of the intersection of two street lines.

5. 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.

6. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1600 square feet, exclusive of porch or garage or 1000 square feet in the case of a two-story residence.

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 the subdivision. No commercial dog kennel, hospital or junk yard shall be permitted in the 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. No accessory building shall be located closer to any front or side street line than the required minimum front and side yard distance for the primary dwelling. Accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.

9. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations and procedures by the State Board of Health or other civil authority having jurisdiction. Driveway pipes with a minimum of 12 inch diameter shall be placed at all entrances before construction begins.

10. 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.

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 lines. No unoperative 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. All homes in this subdivision will be built by custom builders selected or approved by the developer.

17. All building plans must be approved by the developer or their assigns.

18. All out buildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built.

19. 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 extended 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. Invalidation of any one of the foregoing covenants, or restrictions, by judgement or court order shall not affect any other covenants or restrictions, which shall remain in full force and effect.

STATE OF INDIAN)
COUNTY OF HANCOCK) SS.

Schildmeier Woods Partnership, by William L. Garrigot, 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. Garrigot
WILLIAM L. GARRIGOT

I, Schildmeier Woods Partnership, a notary public in and for said County and State do hereby certify that Schildmeier, a notary public in and for said County and Garrigot, 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 1st day of June, 1997
My commission expires 2-8-91

COUNTY OF RESIDENCE HANCOCK
NOTARY PUBLIC
Raymond C. Clark
PRINTED SIGNATURE

DIVY ENGINEER FOR TOWNSHIP
JUN 2 1997
DIVY ENGINEER FOR TOWNSHIP
JUN 2 1997

SCHILDMEIER WOODS SECTION EIGHT COVENANTS

Sub 28
Adm B

Mr. Schildmeier Woods Partnership, by William L. Garrick, owner of the real estate in and adjoining thereon, do hereby lay out, plat and subdivide said real estate in accordance with this subdivision.

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

From building setback lines and hereby established as shown on this plat, hereinafter referred to as "the plat", the surface of ground shown on this plat and marked drainage and utility assessment (D. & U. E.) 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 assessment herein reserved. No permanent or other structures or other things shall be maintained or 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, filled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain the drainage swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property using storm drains or other means. Drains or ditches may be constructed over existing 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 shall be liable therefor. If no action is taken, registered 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 existing which obstructs sight lines and elevations between 7.5' and 9' shall be allowed on the street side of the lot to remain on any corner of the street. The maximum height shall be 10 feet for arterial streets and 8 feet for other streets. The maximum height shall be 7 feet for arterial streets or in the case of a rounded property (corner) from the intersection of the street right-of-way lines extended.
4. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street. Signs shall be located within 70 feet of the intersection of two street lines. No drainage structures shall be located within driveway limits.
5. No sump pump drains or other drains shall outlet on to the street.
6. No trees shall be planted in the Hancock County right-of-way.
7. 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.
8. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a minimum floor area of not less than 1600 square feet exclusive of porch or garage or 1000 square feet in the case of a two-story residence.
9. No trailer, tent, shack, basement, garage, barn or other outbuildings or temporary structure shall be used for temporary or permanent hospital or junk yard on any lot in the subdivision, except as permitted in the subdivision control ordinance.
10. 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 stated on this plat. No accessory building shall be located at a distance from the side street line than the required building setback lines. No building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.
11. 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.
12. Property lines with a minimum of 12 inch diameter or larger if deemed necessary shall be placed at all entrances before construction begins.
13. No noxious or offensive trade shall be carried upon any lot in this subdivision nor shall anything be done thereon which may nuisance or annoyance to the neighborhood. All lots must be kept mowed.
14. All residential construction must be completed within one year after the starting date, including the final grading.

15. No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No improper or unlicensed vehicle shall be parked or repaired on any lot in this subdivision or on any street hereof.
16. All fuel storage tanks in this subdivision shall be buried below ground.
17. 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.
18. All homes in this subdivision will be built by custom builders selected or approved by the developers.
19. All building plans must be approved by the developers or their assigns.
20. All out buildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built.
21. 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 extended 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. Invalidation of any one of the covenants, or restrictions, or any part thereof, shall not affect the validity of any other covenants or restrictions, which shall remain in full force and effect.

STATE OF INDIANA)
COUNTY OF HANCOCK)

Mr. 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 divided as shown on the attached drawn plat, as our own free and voluntary act and deed.

SCHILDMEIER WOODS PARTNERSHIP
by William L. Garrick
WILLIAM L. GARRICK

I, a notary public in and for said County and State do hereby certify that Schildmeier Woods Partnership, by William L. Garrick, personally known to me to be the same person whose name is subscribed to the foregoing instrument, is duly qualified as a notary public and is duly sworn for the purpose therein set forth.

Given under my hand and notarial seal this 5th day of June, 1987.
My commission expires 8-8-91

COUNTY OF RESIDENCE Hancock
DAY MONTH YEAR
1987
877335
NOTARIAL PUBLIC
PRINTED SIGNATURE Anna E. Stewart
ANNA E. STEWART

SCHILDMEIER WOODS

SECTION NINE

COVENANTS

SLIDE	43
CABINET	B
INSTR. NO.	880474
This Block For County Records Use Only	

We, Schildmeier Woods Partnership, by William L. Garriott, 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 WOODS, SECTION NINE. 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 utility easement (D. & U. E.) 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 (Commissioners). Property owners must maintain these swales as sodded grassways or on 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 7-32.9 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 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 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.
4. 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.
5. No sump pump drains or other drains shall outlet on to the street.
6. No trees shall be planted in the Hancock County right-of-way.
7. 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.
8. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1600 square feet, exclusive of porch or garage or 1000 square feet in the case of a two-story residence.
9. 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.
10. 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. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.
11. 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.
12. Driveway pipes with a minimum of 12 inch diameter or larger if deemed necessary shall be placed at all entrances before construction begins.
13. 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.
14. All residential construction must be completed within one year after the starting date, including the final grading.

15. 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.
16. All fuel storage tanks in this subdivision shall be buried below ground.
17. 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.
18. All homes in this subdivision will be built by custom builders selected or approved by the developers.
19. All building plans must be approved by the developers or their assigns.
20. All out buildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built.

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 extended 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. Invalidation of any one of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

We, Schildmeier Woods Partnership, by William L. Garriott, 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. Garriott
WILLIAM L. GARRIOTT

I, _____ a notary public in and for said County and State do hereby certify that Schildmeier Woods Partnership, by William L. Garriott, 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 25th day of January, 1988.
My commission expires 2-8-91

COUNTY OF RESIDENCE Hancock
Barbara E. Lund
NOTARY PUBLIC
PRINTED SIGNATURE BARBARA E. LUND

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, HANCOCK COUNTY, INDIANA, THAT THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS 22 DAY OF _____, 1988.

William L. Garriott William L. Garriott
BOARD OF COUNTY COMMISSIONERS

APPROVED BY THE HANCOCK COUNTY PLAN COMMISSION IN ACCORDANCE WITH THE SUBDIVISION CONTROL ORDINANCE THIS 16th DAY OF July, 1987.

J. D. Kennedy Steve P. Riggs

This is a Copy - Original plat retained this copy