

WINDHAVEN at The HAVENS, PHASE ONE - SECONDARY PLAT

LEGAL DESCRIPTION

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

COMMENCING at a brass monument marking the Southeast corner of said Southwest 1/4 section of Section 5; thence North 88 degrees 17 minutes 20 seconds West (back bearing to match the record plat of Windhaven at "The Havens", Section One, Two, and Three as per plat thereof recorded as Instr. No. 98-01086, Instr. No. 98-3660 and Instr. 01-017118 respectively in the Office of the Hancock County Recorder) along the South line of said Southwest 1/4 a distance of 181.5 feet to the Southwest corner of said Windhaven at "The Havens", Section One; thence North 00 degrees 22 minutes 55 seconds East along the Westerly boundaries of said Windhaven at "The Havens", Section One, Two, and Three a distance of 1827.29 feet to the Northwest corner of said Windhaven at "The Havens", Section Three (the next six (6) calls are along the Northerly boundaries of said Section Three); 1) South 69 degrees 37 minutes 07 seconds East a distance of 675.00 feet; 2) South 00 degrees 22 minutes 53 seconds West a distance of 188.78 feet to a point on a curve, non-tangent, concave Southwest, the radius point of which bears South 23 degrees 57 minutes 34 seconds West a distance of 225.00 feet; 3) Southwest along said curve through a central angle of 09 degrees 27 minutes 33 seconds, an arc distance of 38.49 feet to the end of said curve; 4) North 39 degrees 37 minutes 55 seconds East a distance of 104.82 feet; 5) South 65 degrees 57 minutes 04 seconds East a distance of 52.00 feet; 6) South 52 degrees 02 minutes 16 seconds East a distance of 130.00 feet to the Southwest corner of Windhaven at "The Havens", Section Four as per plat thereof recorded as Instr. No. 05002111 in the Office of said Recorder, said point being the POINT OF BEGINNING of this description; (the next four (4) calls are along the Southerly boundary of said plat of Windhaven at The Havens, Section Four; 1) North 44 degrees 28 minutes 38 seconds East a distance of 97.45 feet; 2) North 71 degrees 00 minutes 55 seconds East a distance of 75.28 feet; 3) North 81 degrees 03 minutes 44 seconds East a distance of 118.95 feet; 4) South 69 degrees 43 minutes 45 seconds East a distance of 335.00 feet to the East line of the West Half of said 1/4 Section; thence South 00 degrees 18 minutes 13 seconds West along the East line of the West Half of said 1/4 section a distance of 350.02 feet; thence South 69 degrees 43 minutes 45 seconds West a distance of 383.71 feet; thence South 68 degrees 01 minutes 21 West a distance of 43.19 feet to the Northeast corner of said plat of Windhaven at The Havens, Section Three; (the next three (3) calls are along the Easterly boundary of said plat of Windhaven at The Havens, Section Three); 1) North 37 degrees 41 minutes 58 seconds West a distance of 139.66 feet; 2) North 28 degrees 25 minutes 11 seconds West a distance of 80.56 feet; 3) North 36 degrees 16 minutes 43 seconds West a distance of 126.87 feet to the POINT OF BEGINNING, Containing 4.11 acres more or less. Subject to all legal highways, right-of-ways, easements, and restrictions of record.

This subdivision consists of thirteen (13) lots, numbered 88 thru 98, inclusive. The dimensions are shown in feet and decimal parts thereof.

I, further certify to the best of my professional knowledge, information, and belief this subdivision plat contains no changes from the matters of survey reported by the survey recorded as 9712562 in the Office of the Recorder of Hancock County, Indiana.

CERTIFICATION: I, Stephen M. Cooper, hereby certify that I am a land surveyor, registered in compliance with the laws of the State of Indiana; and I do further certify that I have surveyed the property described in the above caption and that I have subdivided the same into lots as shown on the hereon drawn plat. This plat correctly represents said survey and subdivision in every detail. Monuments shown are in place as located. All lot corners are marked as indicated. Dimensions are in feet and decimal parts thereof. Dated this 5th day of January, 2018.

Stephen M. Cooper
Stephen M. Cooper, L.S. 80557



Approved by the Hancock County Area Plan Commission in accordance with the Subdivision Control Ordinance, this 18th day of January, 2018.

We, the hereby describe Thereof

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the East line of the West Half of said 1/4 Section; thence South 00 degrees 18 minutes 13 seconds West along the East line of the West Half of said 1/4 section a distance of 350.02 feet; thence South 69 degrees 43 minutes 45 seconds West a distance of 383.71 feet; thence South 68 degrees 01 minutes 21 West a distance of 43.18 feet to the Northeast corner of said plat of Winchaven at The Havens, Section Three; (the next three (3) calls are along the Eastern boundary of said plat of Winchaven at The Havens, Section Three); 1) North 37 degrees 41 minutes 58 seconds West a distance of 139.66 feet; 2) North 28 degrees 25 minutes 11 seconds West a distance of 80.56 feet; 3) North 36 degrees 16 minutes 43 seconds West a distance of 126.87 feet to the POINT OF BEGINNING, Containing 4.11 acres more or less. Subject to all legal highways, right-of-ways, easements, and restrictions of record.

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Stephen M. Cooper
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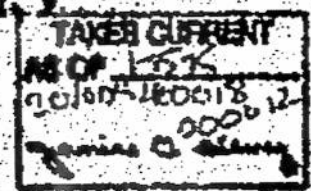


Approved by the Hancock County Area Plat Commission in accordance with the Subdivision Control Ordinance, this 14th day of January, 2018.

BY: [Signature]
President - Vicki Smith

[Signature]
Secretary - Dan Crain

VOID UNLESS RECORDED BEFORE: _____



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 6 day of January, 2018.

"BOARD OF COMMISSIONERS"

[Signature]
Mark Huber

[Signature]
Brad Armstrong

[Signature]
Tom K. Blavats

Prepared By:
Stephen M. Cooper
COOR
consulting & land services
corporation

303 West Main Street, Knightstown, Indiana 46148
Ph: (765) 345-8843 Toll Free: (800) 393-2807 Fax: (765) 345-8808
Web: www.coorconsulting.com Email: coorconsulting@aol.com

"I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each Social Security number in this document, unless required by law."

By: Stephen M. Cooper

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HAVENS, SECTION FIVE PLANNED RESIDENTIAL DEVELOP

We, the undersigned R & F Development, by Steven R. Reilly, President, owner of the real estate shown and described herein, do hereby certify that we are the owner of the real estate shown and described herein, and that as such owners have caused the property described herein to be surveyed and subdivided as shown on the herein drawn plat as my free and voluntary act and deed. Therefore, we do hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as "Windhaven at The Havens, Section 5, Planned Development Residential - Phase One". All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Frank Township,

in 1/4 section of Section record plat of sed as tract. No. Hancock County southwest corner of said records East along the be a distance of 1627.29 feet six (6) cells are of 07 seconds East a of 188.78 feet to a point h 23 degrees 57 re through a central of said curve; 4) North ea 57 minutes 04 East a distance of or plat thereof recorded 'BEGINNING of this ndrawn at The 97.43 feet; 2) North 71 1 minutes 44 seconds tance of 335.00 feet to a 13 seconds West at South 89 degrees 43 utes 21 West a distance n Three; (the next three ction Three); 1) North at 25 minutes 11 West a distance of ct to all legal highways,

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subdivision plat contains) the Office of the

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Division Control

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the dedications shown 18.

Steven R. Reilly
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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 stripe of ground shown on this plat and marked drainage and utility easement (D.A.U.E.) or Sanitary Sewer drainage and Utility easement (S.S.D.A.U.E.) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, line and wires, and drainage facilities. The stripe of ground are subject to all lines to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained on said stripe of land, but owners of lots in this subdivision shall take their full and free subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

The Owners of the herein described real estate, for themselves, and for all future owners and occupants of said real estate, or any parcel or division thereof, for and in consideration of the right to develop the real estate for other than agricultural uses, hereby:

- 1) Acknowledge and agree that the real estate is adjacent to an area zoned or used for agricultural purposes, which uses include, but are not limited to:
 - a) production of crops;
 - b) animal husbandry;
 - c) land application of animal wastes;
 - d) raising, breeding and sale of livestock and poultry, including confinement feeding operations;
 - e) use of farm machinery; and/or
 - f) the sale of farm products.
- 2) Waive any and all objections to any agricultural uses within two miles of any boundary of the real estate.
- 3) Agree that agricultural uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties or directly endanger human health.
- 4) Agree that this covenant is for the benefit of Hancock County, Indiana, and for all persons engaged in agricultural uses within two miles of any boundary of the real estate and is enforceable by any of the foregoing.

1. Open channels and tile drains within all regulated drainage easements shall be regulated drains upon acceptance by the Hancock County Drainage Board and subject to Indiana Code 36-8-37 and its amendments. It shall be the responsibility of the owner of any tract or parcel of land within the area of this plat to comply at all times with the provision of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Drainage Board. The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.

2. No trees or shrubs shall be planted, nor any structure erected in any drainage easement or street maintenance easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer. The maintenance of all irrigation or sprinkler systems installed in the right-of-way shall be the responsibility of the individual homeowner or the developer. Hancock County assumes no responsibility for maintenance or damage of any kind.

3. Drainage swales (ditches) along dedicated roadways and streets, within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, filled or otherwise changed without the written permission of the Hancock County Drainage Board. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs 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 covers are installed as set out in Section 156.001 (5) of the Hancock County Subdivision Control Article. Any property owner altering, changing, or damaging these swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair 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. Sump pumps installed to receive and discharge ground waters or storm waters shall be connected to the storm sewer system where possible or discharged into a designated storm drainage channel. Sump pumps installed to receive and discharge floor drain flow or other waste water shall be connected to the sanitary sewers with approval from Gen. Utilities, Inc./Town of Cumberland. A sump pump shall be used for one function only, either the discharge of storm water and ground water, or the discharge of waste water. Flooding drains shall be connected to storm sewers where possible or designated storm drainage channels. No footing drains or drainage tile shall be connected to the septic system.

4. No roof downspouts, roof drains, nor roof drainage piping shall be connected directly to the storm drainage system, unless the storm drainage system has been designed to accommodate direct connection and then only if allowed by the Hancock County Surveyor's office. No roof downspouts, roof drains, nor roof drainage piping shall be connected to the septic system.

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

6. Driveways All driveways shall be concrete and shall thereafter be maintained solely as concrete driveways unless otherwise approved by the Architectural Control Committee. No sephalt, gravel or stone driveways will be permitted. Driveways must be finished with the Residencol. No drainage structures shall be located within driveway limits.

7. Minimum living space areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory building, or basements below ground level shall be no less than 1350 square feet of ground floor living area for a one-story structure, or 800 square feet of minimum ground floor area if higher than one-story, provided higher than one-story structures shall have a minimum of 1500 square feet of total living area, and each dwelling shall have a two-car attached garage.

8. Residential Use Only All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No mobile home, trailer, tent, shack, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial business will be permitted in the subdivision.

9. Building Location 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. The side yards on any lot shall contain an aggregate distance of not less than eighteen feet (18') between any dwelling and the side lot lines, provided, however, that no such dwelling shall be located less than six feet (6') from a side lot line. 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 line than 15 feet, but in no case shall it attach upon any easement.

10. Health Concerns All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health, Town of Cumberland, or other civil authority having jurisdiction. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of Town of Cumberland. No water wells or septic tanks shall be installed on any lot.

11. Nuisances No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash shall be kept in containers which are not visible from the street, except on collection day.

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

13. Parking Limitations No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicle may be parked or stored completely within an enclosed garage, except for personal automobiles, vans and pick up trucks

18. Fencing Fencing a residence and be approved by the building department. Each lot shall have a minimum building setback line on 17. Sidewalks Each lot shall have four (4) inches of their respective lot. The street right-of-way line, sidewalk for the initial 1' of the sidewalk except 1' (A.D.A.), as amended, n

18. Automobiles All cars exceed 24" in diameter.

19. Mailboxes The C paint specification for the

20. Architectural Fees constructed, placed or p shall be obtained only at such written application complete sets of plans a alteration. Such plans a location of the impavem shall set forth color and information which the C 10' or to such other work Paragraph 3 of these R submitted for improvement

21. Solar Technology architectural control con

22. Construction Methods

23. Outbuildings Outb approval for each stru structure shall not excee primary residence. No r

24. Homeowners Assoc of such lot, shall elect a member of The Havens I shall provide snow rem

25. Swimming Pools & pools are permitted.

26. Pets No animals, B kept, provided they are n subdivision and shall be

27. Lot Maintenance/BI construction, the structu residences, and stacked i shall be decided from the lot's heretofore an entity of who will then be resp

28. Developer specific Plan for The Havens, in a and benefit of Meadow H fair share of the expens

29. Utility Easements 1 utilities for the installat other obstruction, shall be a part of his lot, subject t

30. Enforcement of Con law, of any structure or p subdivision, including the developer no longer has a contained herein, includ shall be enforceable in the expense resulting from I

31. Duration of Covenan any time, a Covenant me subdivision, and (f) with t subdivision, the consent a judgment or court order

32. SEVERABILITY Ev and from every other on to be invalid or to be unen "running" quality of any of

33. Irrigation and/or Lir trees, irrigation systems

State of Indiana)
County of Hancock) 85:

I, Steven R. Reilly, do her caption and that as such free and voluntary act and

R & F Development, Inc.:

Steven R. Reilly, President

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subdivision plat contains the Office of the

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Division Control

UNDER CURRENT OF 1526 ON RECORD 11/20/02 MISS A. BERRY

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The Owners of the herein described real estate, for themselves, and for all future owners and occupants of said real estate, or any parcel or division thereof, for and in consideration of the right to develop the real estate for other than agricultural uses, hereby:

- 1) Acknowledge and agree that the real estate is adjacent to an area zoned or used for agricultural purposes, which uses include, but are not limited to:
 - a) production of crops;
 - b) animal husbandry;
 - c) land application of animal waste;
 - d) raising, breeding and sale of livestock and poultry, including confinement feeding operations;
 - e) use of farm machinery; and/or
 - f) the sale of farm products.
- 2) Waive any and all objections to any agricultural uses within two miles of any boundary of the real estate.
- 3) Agree that agricultural uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties or directly endanger human health.
- 4) Agree that this covenant is for the benefit of Hancock County, Indiana, and for all persons engaged in agricultural uses within two miles of any boundary of the real estate and is enforceable by any of the foregoing.

1. Open channels and tile drains within all regulated drainage easements shall be regulated drains upon acceptance by the Hancock County Drainage Board and subject to Indiana Code 36-8-27 and its amendments. It shall be the responsibility of the owner of any tract or parcel of land within the area of this plat to comply at all times with the provision of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Drainage Board. The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.

2. No trees or shrubs shall be planted, nor any structures erected in any drainage easement or street maintenance easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer. The maintenance of all irrigation or sprinkler systems installed in the right-of-way shall be the responsibility of the individual homeowner or the developer. Hancock County assumes no responsibility for maintenance or damage of any kind.

3. Drainage swales (ditches) along dedicated roadways and streets, within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, filled or otherwise changed without the written permission of the Hancock County Drainage Board. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs 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 Section 150.001 (2) of the Hancock County Subdivision Control Article. Any property owner sheding, changing, or damaging these swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair 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. Sump pumps installed to receive and discharge ground waters or storm waters shall be connected to the storm sewer system where possible or discharged into a designated storm drainage channel. Sump pumps installed to receive and discharge floor drain flow or other waste water shall be connected to the sanitary sewers with approval from Gary Utilities, Inc./Town of Cumberland. A sump pump shall be used for one function only, either the discharge of storm water and ground water, or the discharge of waste water. Pooling drains shall be connected to storm sewers where possible or designated storm drainage channels. No footing drains or drainage pits shall be connected to the septic system.

4. No roof downspouts, roof drains, nor roof drainage piping shall be connected directly to the storm drainage system, unless the storm drainage system has been designed to accommodate direct connection and then only if approved by the Hancock County Surveyor's office. No roof downspouts, roof drains, nor roof drainage piping shall be connected to the septic system.

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

6. Driveways All driveways shall be concrete and shall thereafter be maintained solely as concrete driveways unless otherwise approved by the Architectural Control Committee. No seashell, gravel or stone driveways will be permitted. Driveways must be finished with the Residence. No drainage structures shall be located within driveway limits.

7. Minimum living space areas The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements below ground level shall be no less than 1350 square feet of ground floor living area for a one-story structure, or 900 square feet of minimum ground floor area if higher than one-story, provided higher than one story structures shall have a minimum of 1500 square feet of total living area, and each dwelling shall have a two car attached garage.

8. Residential Use Only All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the 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 commercial business will be permitted in the subdivision.

9. Building Location 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. The side yards on any lot shall contain an aggregate distance of not less than eighteen feet (18') between any dwelling and the side lot lines, provided, however, that no such dwelling shall be located less than six feet (6') from a side lot line. 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 line than 15 feet, but in no case shall it encroach upon any easement.

10. Health Concerns All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health, Town of Cumberland, or other civil authority having jurisdiction. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of Town of Cumberland. No water wells or septic tanks shall be installed on any lot.

11. Nuisances No odorous or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash shall be kept in containers which are not visible from the street, except on collection day.

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

13. Parking Limitations No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, dirt-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicle may be parked or stored completely within an enclosed garage, except for personal automobiles, vans and pick up trucks which may be parked on the driveway. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests, invitees and subcontractors of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. Boats, Campers, and Motor Homes may be parked for a maximum of 2 days at one time for the purpose of preparation or loading.

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

15. Architectural Control Committee No building, fence, wall, or other structure shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved by the Architectural Control Committee. The purpose of the Committee shall be to enhance and protect the value, desirability, and attractiveness of the development as a whole and to assure that all building, fences, walls or other structures are harmonious with the overall Architectural character of the subdivision. The destruction of trees and vegetation and any other matter as may affect the environment and ecology of this subdivision shall be the proper concern of the Committee. The Architectural Control Committee shall be composed initially of the Developer, and after completion of the development or at the election of the Developer, whichever is sooner, by a committee of three homeowners designated by the Developer for a term of one (1) year thereafter until their successors are elected by a majority vote of homeowners within the development.

16. Easements for the installation of the sidewalk except if (A.D.A.), as amended, is 18. Accessible All curbs exceed 24" in diameter.

19. Materials: The C point specification for the 20. Architectural Dec constructed, placed or p shall be obtained only at such written application complete sets of plans a alteration. Such plans a location of the ingrain shall set forth color and information which the Co 10' or to such other seek Paragraph 3 of these Re submitted for approval

21. Solar Technology architectural control com 22. Construction Methods 23. Outbuildings Outb approval for such struc structure shall not exceed primary residence. No r 24. Homeowners Assoc of such lot, shall except member of The Homev I shall provide snow rem 25. Swimming Pools & goals are permitted.

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State of Indiana)
County of Hancock) SS:

I, Steven R. Reilly, do her caption and that as such free and voluntary act and R & F Developer, Inc.
Steven R. Reilly, President

State of Indiana)
County of Hancock) SS:

Sarah Strubel personally known to me to above certificate appear deed for the use and pur Given under my hand and Sarah Strubel Notary Public

RESIDENTIAL DEVELOPMENT

CABINET NO.

SLIDE NO.

INSTRUMENT NO.

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pg 2 of 2

and described herein, do not constitute a warranty of any kind, and the developer shall not be liable for any damages, including reasonable attorney's fees, caused by the use of the public utilities for any purpose other than that intended by the developer.

Development - Private Use of the Public Utilities - The use of the public utilities for any purpose other than that intended by the developer shall be subject to all applicable laws, rules, regulations, and ordinances, and to the approval of the appropriate public utility.

Use of the Public Utilities - The use of the public utilities for any purpose other than that intended by the developer shall be subject to all applicable laws, rules, regulations, and ordinances, and to the approval of the appropriate public utility.

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18. Fencing - Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence and be approved by the Architectural Control Committee prior to construction. Chain link fencing must be of the dark vinyl coated type. All fencing must be maintained in good condition. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line on the side of the residence.

19. Sidewalks - Each homeowner (lot owner) shall be responsible for constructing a four (4) foot wide concrete sidewalk of 4,000 strength plain cement four (4) inches thick, sloped 1/4 inch per foot toward the street with expansion joints each forty-eight (48) feet, along the entire street frontage of their respective lot. The sidewalk shall be constructed prior to completing finish lot grading. The sidewalk shall be located one (1) foot inside the street right-of-way line, (not on the lot) and parallel to the street right-of-way line. The lot owner is responsible for the repair and maintenance of the sidewalk for the initial 1 year from completion of residence. Thereafter, the Homeowners Association shall be responsible for maintenance and upkeep of the sidewalk except for any damage done by the adjoining lot owner. All public sidewalks shall comply with all Americans with Disabilities Act (A.D.A.), as amended, requirements and in the situation of a conflict between A.D.A. rules, covenants or other regulations, the A.D.A. shall govern.

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

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

22. Architectural Design - No dwelling, building structure, fence, wall, improvement, exterior alteration or change of original color or material shall be constructed, placed or performed on any lot in the Development without the prior approval of the Architectural Control Committee ("Committee"). Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting a authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, specifications for any such proposed construction, improvement or alteration. Such plans shall include plot plans where applicable showing the location of all improvements existing under or upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each property and clearly designated. Such plans and specifications shall set forth color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" Equals 10' or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Paragraph 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

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

24. Connections Methods - No modular homes will be permitted in this subdivision. No wood foundations or wood basements shall be permitted.

25. Outbuildings - Outbuildings or accessory buildings shall be permitted on any lot only if approved by the Architectural Control Committee. The approval for such structures shall be in the same manner as is required for a primary residence. The maximum size of any outbuilding or accessory structure shall not exceed 120 square feet. All outbuildings and accessory structures shall be required to have exteriors similar in appearance to the primary residence. No metal outbuildings shall be approved.

26. Homeowners Association - Each lot owner, by acceptance of a deed conveying title thereto, whether from the Developer or a subsequent owner of such lot, shall accept such deed subject to the provisions of the By-Laws of The Havena Homeowners Association, Inc. and thereby becomes a member of The Havena Homeowners Association, Inc. for the purposes outlined therein. The Association, at the cost and expense of the Association, shall provide snow removal from all platted dedicated rights-of-way as it deems necessary or appropriate from time to time within its sole discretion.

27. Swimming Pools & Basketball Goals - Swimming pools must be placed behind the residence. All pools must be below ground. No basketball goals are permitted.

28. Pets - No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owners premises.

29. Lot Maintenance/Block Maintenance - All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner. Firewood shall be kept behind the residence, and stacked in a neat manner. Brightly colored tarps are not to be used to cover items outdoors. The grass listed as Blocks on the plat shall be seeded from the Developer to the The Havena Homeowners Association when the developer has transferred title to a minimum of 90% of the lots hereto to an entity other than the Developer. The Developer shall maintain the Blocks until the title is transferred to the Homeowners Association, who will then be responsible for the maintenance, upkeep and other responsibilities as outlined in the association-by-laws.

30. Developer specifically reserves the right and privilege to include additional real estate not shown on the Preliminary Planned Unit Development Plan for The Havena, in either Windhaven or Sunnyside and both and the owner of lots within the additional real estate shall be entitled to the use and benefit of Meadow Haven Park, to participate on the Meadow Haven Park Association Board of Directors, and shall be obligated to pay for their fair share of the expense for said Park. Developer reserves the right to take any action reasonably necessary to accomplish the above.

31. Utility Easements - There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as Utility Easements). No permanent structure or other obstruction, shall be erected or maintained on such Utility Easement but each owner shall take title to that part of the utility easement comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through, and over the Utility Easement.

32. Enforcement of Covenants - The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to any owner of any of the real estate in this subdivision, including the developer. However, such time as the developer no longer owns any property contained in this subdivision section, the developer no longer has any right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the Covenants contained herein, including any expenses and attorneys' fees, shall be charged to the property owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein. In no event shall the Developer be responsible for any damages, fees, or expenses resulting from the enforcement or failure to enforce any covenant.

33. Duration of Covenants - These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them. At any time, a Covenant may be changed in whole or in part upon (i) an affirmative vote of eighty percent (80%) of the then owners of lots in the subdivision, and (ii) with the consent of the Developer, (except Covenants 1 through 5). If the Developer does not own one or more lots in the subdivision, the consent of the Developer shall not be required. Invalidity of any of the foregoing Covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

34. SEVERABILITY - Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

35. Irrigation and/or Lawn Sprinkling Systems - Except adjacent to common areas, Blocks, or at entrances to the subdivision or other landscaped areas, irrigation systems shall not be placed in the public right-of-way or drainage easements.

State of Indiana)
County of Hancock) SS:

I, Steven R. Ralby, do hereby certify that I am the President of R & F Development, owner and Developer of the property described in the above caption and that each owner have caused the said above property to be surveyed and subdivided as shown on the hereto drawn plat, as our own free and voluntary act and deed this 6th day of January, 2015.

R & F Development, Inc.
Steven R. Ralby, Pres.
Steven R. Ralby, President

DAILY ENTERED FOR TAXATION

JAN 15 2015