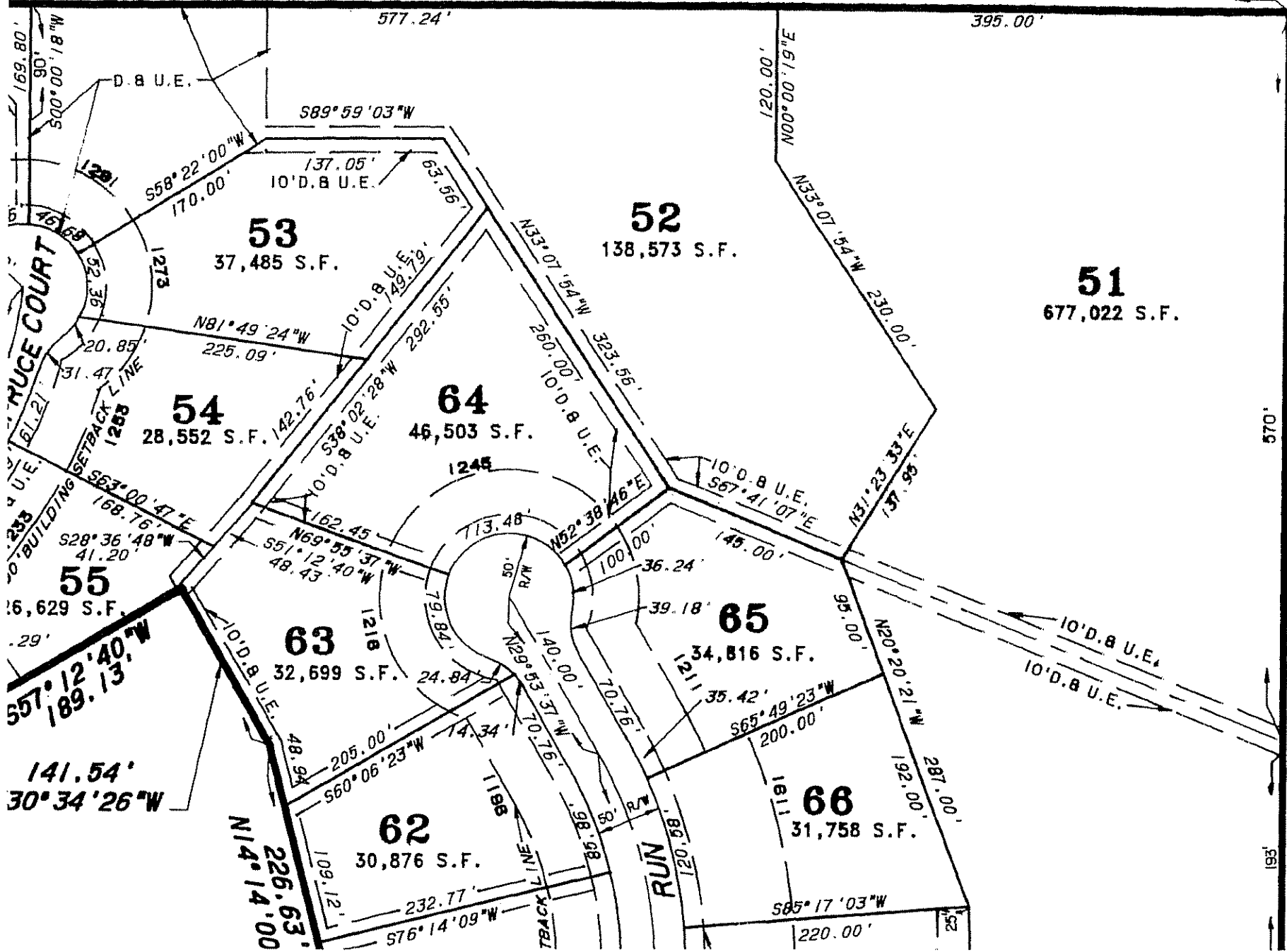


GAR CREEK VALLEY ESTATES PHASE 3

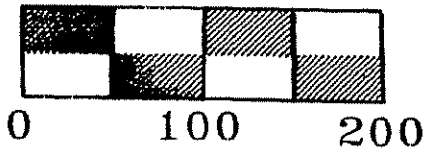
Cabinet D
Sheet 167
9/3/98 12

N89°59'03"E 1192.24' FINAL PLAT



I.P.S.

Scale: 1" = 100'



LEGEND

- D.B.U.E. = DRAINAGE & UTILITY EASEMENT
- R/W = RIGHT-OF-WAY
- R. = RADIUS
- L. = LENGTH
- S.F. = SQUARE FOOTAGE
- 1143 = LOT ADDRESS
- I.P.S. = IRON PIN SET

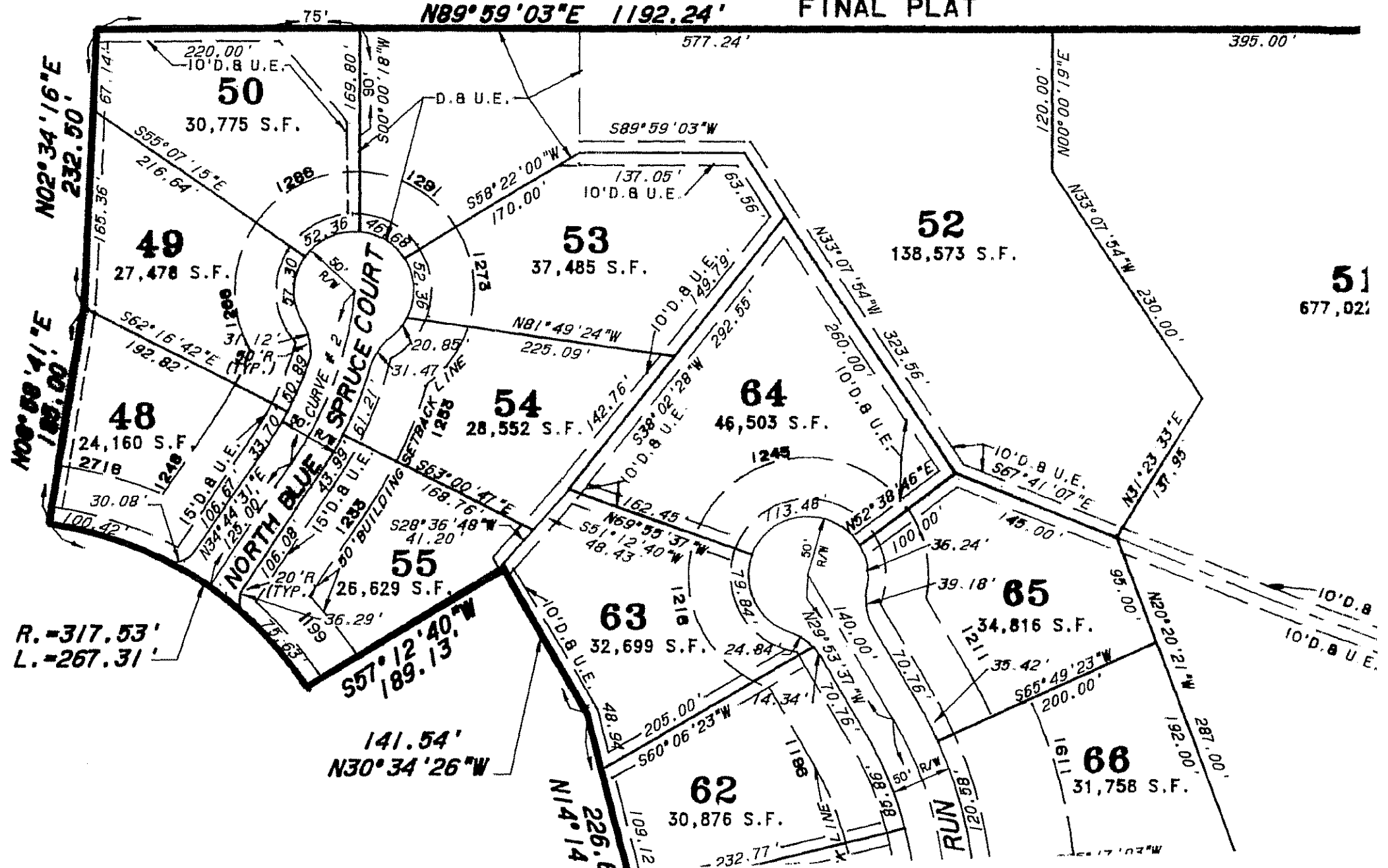
ROAD C/L CURVE DATA TABLE

#	RADIUS	DELTA	LENGTH	CH. DISTANCE
1	330.00	125-48-32	663.99'	557.52'
2	300.00	29-51-46	156.36'	154.60'

Correction of Plat

SUGAR CREEK VALLEY ESTATES

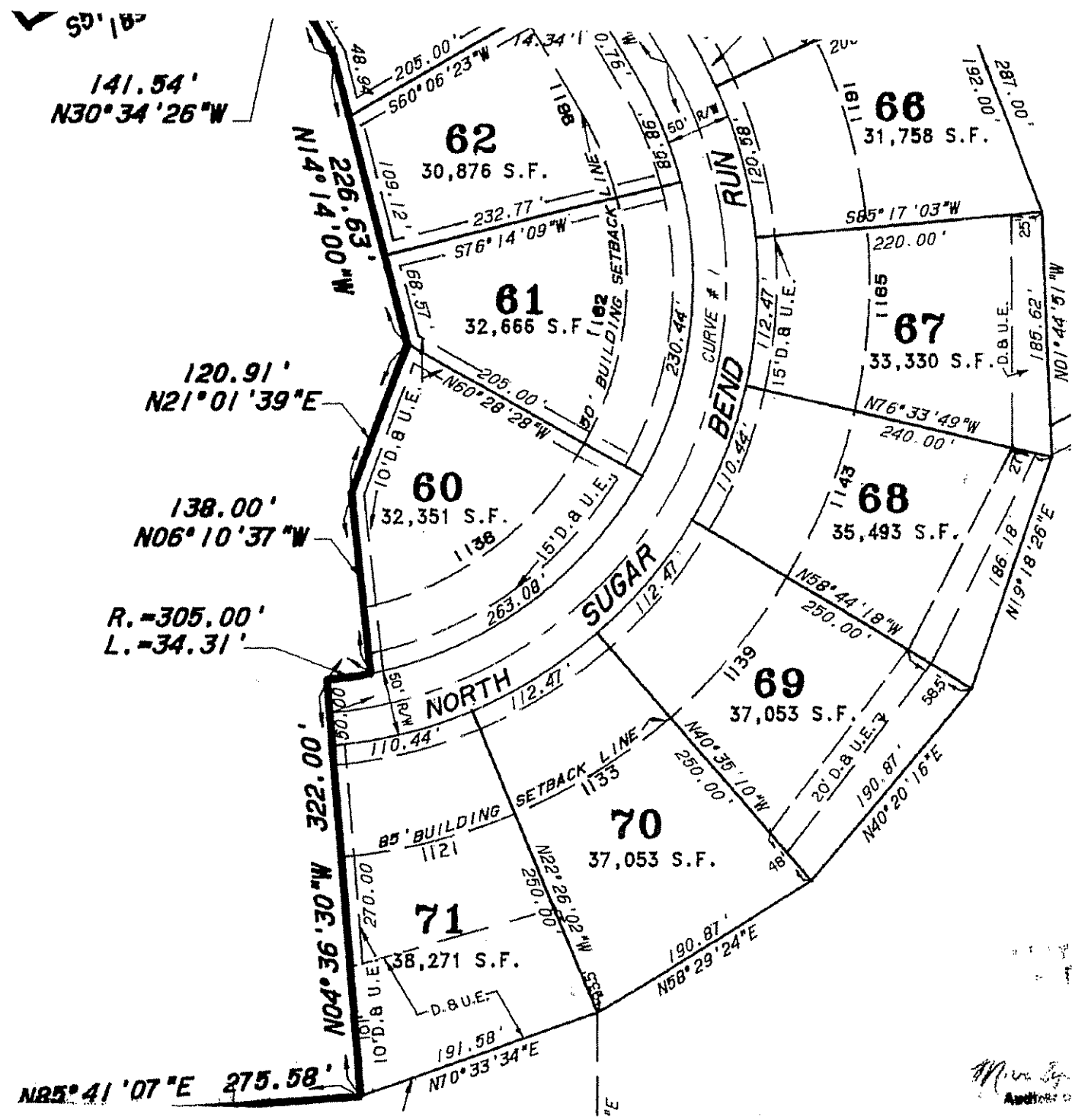
FINAL PLAT



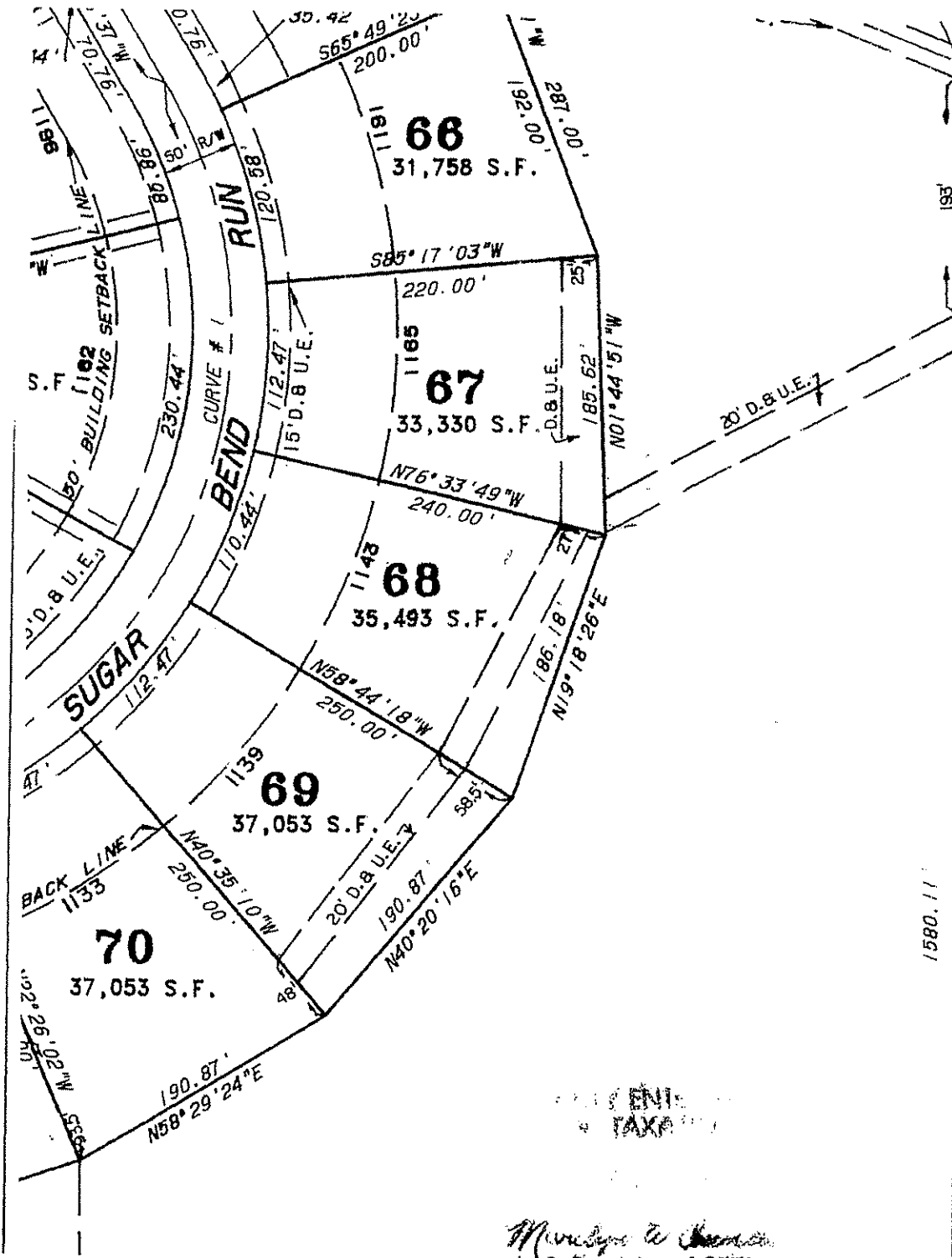
James W. Carr
Surveyor
H.A. COUNTY RECORDER

SEP 17 PM
93 SEP 13 10 1:59

9309812



James W. Carr
Surveyor



ROAD C/L CURVE DATA TABLE				
#	RADIUS	DELTA	LENGTH	CH. DISTANCE
1	330.00	125-48-32	663.99'	557.52'
2	300.00	29-51-46	158.38'	154.60'

Correction of Plat
Phase 2 & 3 - See 94-6784

11° 01' 19" W 1610.11'

1580.11'

REVISIONS		
REVISION	BY	DATE
ADD DIRECTIONALS TO STREETS	SB.	10/20/92
REVISE STREET NAME	SB.	10/20/92

ENR
 TAXA
 M. W. ...
 Surveyor at Large, Oklahoma

9309812

9309812

R. = 855.00'
L. = 50.46'

N00°59'01"W
168.00'

N85°41'07"E 275.58'

R. = 305.00'
L. = 34.31'

138.00'
N06°10'37"W

N04°36'30"W 322.00'

71
38,271 S.F.

70
37,053 S.F.

69
37,053 S.F.

68
35,493 S.F.

60
32,351 S.F.

SUGAR

NORTH

85' BUILDING SETBACK LINE

50' BUILDING SETBACK LINE

30' R/W DED.

D. & U. E.

D. & U. E.

D. & U. E.

D. & U. E.

N00°03'42"E

N70°33'34"E

N58°29'24"E

N40°20'16"E

N40°35'10"W

N40°35'10"W

N58°44'18"W

DIVIDED TAX

SE CORNER SW 1/4
SEC. 27 TWP. 16N. R. 8E
2nd PRINCIPLE MERIDIAN
HANCOCK COUNTY, INDIANA
P.K. NAIL SET & P.O.B.

THIS INS
SMITH QU
7301 E.
INDIANAP
(317) 84

RE
ADD DIRECT
REVISE ST

SHEET
COPY

500' 00'

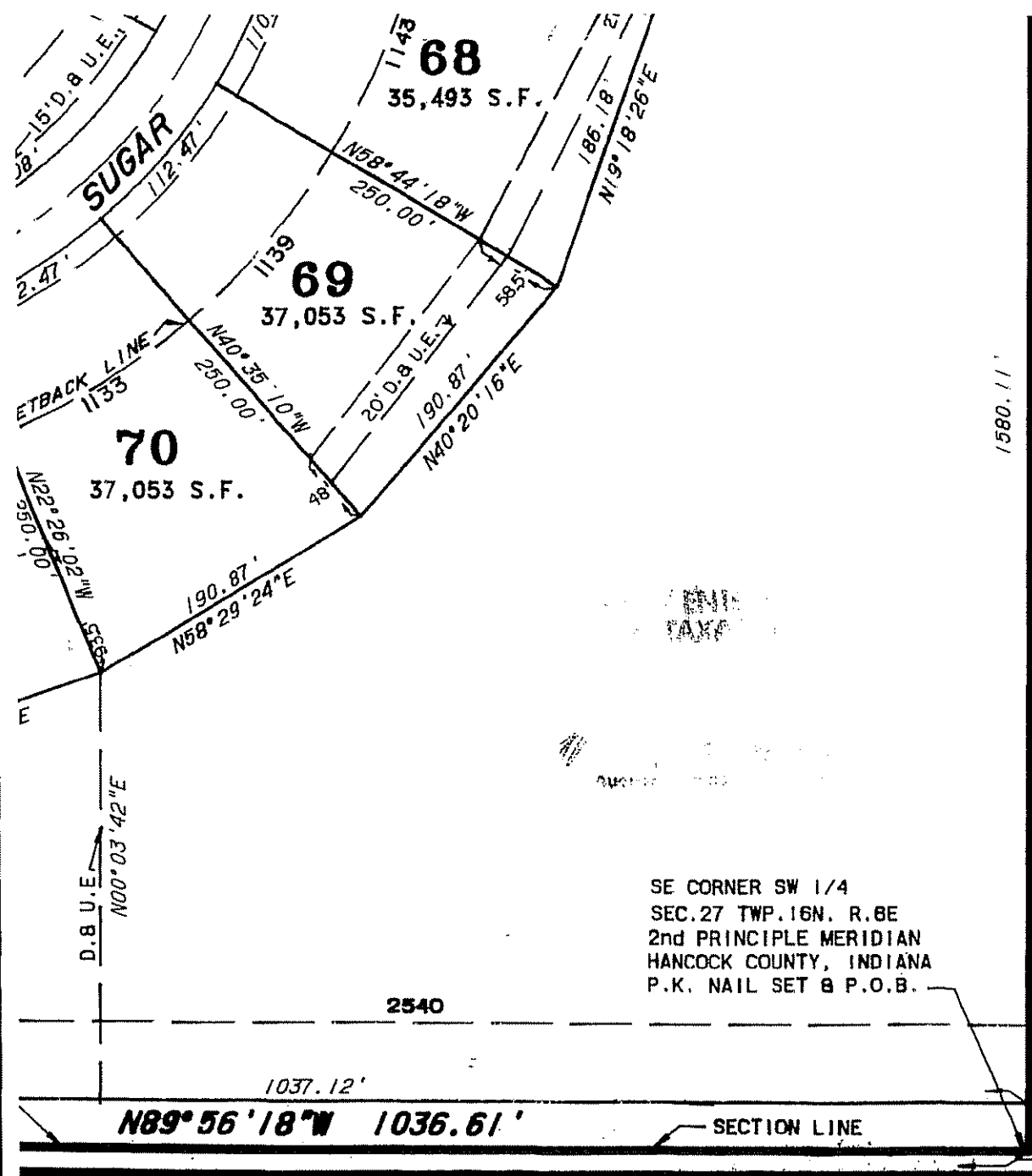
1580.11'

2540

1037.12'

N89°56'18"W 1036.61'

SECTION LINE



SE CORNER SW 1/4
 SEC. 27 TWP. 16N. R. 8E
 2nd PRINCIPLE MERIDIAN
 HANCOCK COUNTY, INDIANA
 P.K. NAIL SET & P.O.B.

500' 00"

1580.11'

REVISIONS		
REVISION	BY	DATE
ADD DIRECTIONALS TO STREETS	SB.	10/20/92
REVISE STREET NAME	SB.	10/20/92

THIS INSTRUMENT PREPARED BY:
 SMITH QUILLMAN ASSOCIATES
 7301 E. 90th STREET SUITE 103
 INDIANAPOLIS, IN. 46256
 (317) 841-9102



SHEET 1 OF 4
 Copyright SQA 9/92

Y ESTATES PHASE 3

*Volume
Slide 16
93/9812*

9309812

HANCOCK COUNTY RECORD
93 SEP 13 PM 1:59

ACCEPTANCE OF DEDICATIONS

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 12 day of Sept, 1982.

James Kerkhof
James Kerkhof
BOARD OF COUNTY COMMISSIONERS

PLAN COMMISSION APPROVAL

Approved by the Hancock County Plan Commission in accordance with the Subdivision Control Ordinance.

J. D. Kennedy
J. D. Kennedy
BY Sept 22 1982. President

David R. Jones
Secretary
Void unless recorded before Sept 22, 1982.

PLAN COMMISSION TECHNICAL COMMITTEE APPROVAL

Approved by the Hancock County Area Plan Commission Technical Committee this _____ day of _____, 1982.



DAILY FOR

SEP

ACCEPTANCE OF DEDICATIONS

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 13 day of Sept, 1982.

James G. Cochran William N. DeWey
James G. Cochran William N. DeWey
BOARD OF COUNTY COMMISSIONERS

PLAN COMMISSION APPROVAL

Approved by the Hancock County Plan Commission in accordance with the Subdivision Control Ordinance.

J. D. Kennedy Paul Spivey
Sept 22 Sept 22
President Secretary

Void unless recorded before Sept 22, 1982.

PLAN COMMISSION TECHNICAL COMMITTEE APPROVAL

Approved by the Hancock County Area Plan Commission Technical Committee this _____ day of _____, 1982.

BUY FOR
SEP
REGISTERED

THIS INSTRUMENT PREPARED BY:
SMITH QUILLMAN ASSOCIATES
7301 E. 90TH STREET SUITE 103
INDIANAPOLIS, IN. 46256
(317) 841-9102



14 minutes 00 seconds WEST 229.63 feet; thence NORTH 30 degrees 34 minutes 26 seconds WEST 141.54 feet; thence SOUTH 57 degrees 12 minutes 40 seconds WEST 188.18 feet to a non-tangent curve the radius of which bears SOUTH 56 degrees 24 minutes 24 seconds WEST 317.53 feet; thence northerly through a central angle 48 degrees 25 minutes 43 seconds for a distance of 287.31 feet; thence NORTH 08 degrees 58 minutes 41 seconds EAST 185.00 feet; thence NORTH 02 degrees 34 minutes 16 seconds EAST 232.50 feet; thence NORTH 88 degrees 59 minutes 03 seconds EAST 1192.24 feet; thence SOUTH 00 degrees 00 minutes 19 seconds WEST 1610.11 feet to the point of beginning, containing 34.705 acres, more or less.

I, Richard A. O'Brien hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; and I do hereby further certify that the within described SUGAR CREEK VALLEY ESTATES PHASE 3 is a part of and lies entirely within the property surveyed under my direct supervision as certified March 1, 1991 and recorded April 16, 1991 as Instrument No. 912487 in the Office of the Recorder of Hancock County, Indiana. Said survey was prepared without the benefit of a current Land Title Commitment and is subject to any statement of facts revealed by the examination of such document.

Dated this 1st day of October, A.D. 1992

Signature Richard A. O'Brien
Richard A. O'Brien
Registered Land Surveyor No. 880017
State of Indiana

I, Stephen L. Smith hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; and I do hereby certify that I have subdivided the property described in the above caption into block and lots as shown on the hereon drawn plat. This plat correctly represents said subdivision in every detail. Dimensions are in feet and decimal parts thereof.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Dated this 17th day of September, A.D. 1992

Signature Stephen L. Smith
Stephen L. Smith
Registered Land Surveyor No. 90427
State of Indiana



SUGAR CREEK VALLEY ESTATES SUBDIVISION
PHASE 3

A part of the southwest quarter of Section 27, Township 16 North, Range 6 East of the Second Principle Meridian, Hancock County, Indiana, being more particularly described as follows:

BEGINNING at the southeast corner of the said southwest quarter; thence NORTH 89 degrees 56 minutes 18 seconds WEST along the south line of said quarter 1036.61 feet; thence NORTH 00 degrees 59 minutes 01 seconds WEST 168.00 feet to a tangent curve the radius of which bears NORTH 89 degrees 01 minutes 04 seconds EAST 855.00 feet; thence northerly through a central angle 03 degrees 22 minutes 54 seconds for a distance of 50.46 feet; thence NORTH 85 degrees 41 minutes 07 seconds EAST 275.58 feet; thence NORTH 04 degrees 36 minutes 30 seconds WEST 320.00 feet to a non-tangent curve the radius of which bears NORTH 4 degrees 36 minutes 30 seconds WEST 305.00 feet; thence easterly through a central angle 06 degrees 28 minutes 43 seconds for a distance of 34.31 feet; thence NORTH 08 degrees 10 minutes 37 seconds WEST 138.00 feet; thence NORTH 21 degrees 01 minutes 39 seconds EAST 120.91 feet; thence NORTH 14 degrees 14 minutes 00 seconds WEST 226.63 feet; thence NORTH 30 degrees 34 minutes 26 seconds WEST 141.54 feet; thence SOUTH 57 degrees 12 minutes 40 seconds WEST 189.13 feet to a non-tangent curve the radius of which bears SOUTH 55 degrees 24 minutes 24 seconds WEST 317.53 feet; thence northerly through a central angle 46 degrees 25 minutes 43 seconds for a distance of 267.31 feet; thence NORTH 08 degrees 58 minutes 41 seconds EAST 185.00 feet; thence NORTH 02 degrees 34 minutes 16 seconds EAST 232.50 feet; thence NORTH 88 degrees 59 minutes 03 seconds EAST 1192.24 feet; thence SOUTH 00 degrees 00 minutes 19 seconds WEST 1810.11 feet to the point of beginning, containing 34.705 acres, more or less.

I, Richard A. O'Brian hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; and I do hereby further certify that the within described SUGAR CREEK VALLEY ESTATES PHASE 3 is a part of and lies entirely within the property surveyed under my direct supervision as certified March 1, 1981 and recorded April 16, 1981 as Instrument No. 812487 in the Office of the Recorder of Hancock County, Indiana. Said survey was prepared without the benefit of a current Land Title Commitment and is subject to any statement of facts revealed by the examination of such document.

Dated this 1st day of October A.D. 1992.

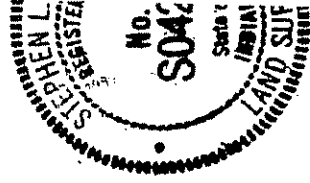
Signature Richard A. O'Brian
Richard A. O'Brian
Registered Land Surveyor No. 880017
State of Indiana

I, Stephen L. Smith hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; and I do hereby certify that I have subdivided the property described in the above caption into block and lots as shown on the hereon drawn plat. This plat correctly represents said subdivision in every detail. Dimensions are in feet and decimal parts thereof.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Dated this 17th day of September 1992

Signature Stephen L. Smith
Stephen L. Smith
Registered Land Surveyor No. 50427
State of Indiana



SUGAR CREEK VALLEY

Jane M. C. Jones
HANCOCK COUNTY RECORDER

9309812

93 SEP 13 PM 1:59

SUGAR CREEK ESTATES

SECTION THREE

DECLARATION OF COVENANTS & RESTRICTIONS

This Declaration made this 11th day of SEPT, 1993, by Sugar Creek Development Group, by MM Associates, Inc., Managing General Partner, Robert B. McClain, President and The Kelly Group, Richard G. Kelly, Betty J. Kelly, and Jayne Kelly, General Partners.

WITNESSETH:

WHEREAS the following facts are true:

1. Declarant is the sole owner of the fee simple title to the real estate located in Hancock County, Indiana, more particularly described on Sheet 2 of 4 and incorporated herein by this reference, upon which Declarant may, but is not obligated to, construct residential facilities.

2. Declarant desires to provide for the preservation and enhancement of the property values in Sugar Creek Valley Estates and to this end desires to subject the Property to the covenants, restrictions and easements set forth herein, each and all of which is and are for the benefit and enjoyment of the lands in the property and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the lands in the Property as they are held, and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following restrictions, any of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole. All of the restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the property or any part of parts thereof subject to such restrictions, and shall enure to the benefit of the Declarant and every one of Declarant successors in title to the Property or any part of parts thereof.

1. Definitions: The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

A. Declarant - means Sugar Creek Development Group, owner of the Property at the time of the recording of this Declaration, its successors and assigns in its interest, or any person designated by it in a recorded instrument as having its rights hereunder, other than person purchasing the Property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assumes the rights and obligations of Declarant.)

B. Sugar Creek Valley Estates means the name of the Declarant's development of which the Property is part thereof.

C. Owner means every person or persons or entity or entities who is the record owner of a fee or undivided fee interest in the Property, their heirs, successors, legal representatives, or assigns.

D. Restrictions - mean the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same and from time to time be amended.

1. Declarant, hereby expressly declares that the Property be held, transferred, sold, conveyed, and occupied subject to the Restrictions.

2. A Building Control Committee shall be created which will be known as Sugar Creek Valley Estates Building Control Committee and shall consist of three members. The initial members of this committee shall be appointed jointly by the persons who have executed this plat. The members of said committee shall have authority to: A) determine if proposed structure plans & specifications will have conformity and harmony of exterior design with any existing structures in this subdivision. B) determine if quality materials & workmanship will be employed & finish grade elevations will respect the surrounding topography. C) determine if proposed structure location will preserve, as much as possible, the existing trees, foliage & topography.

McClain, President and The Kelly Group, Richard G. Kelly, Betty J. Kelly, and Jayne Kelly, General Partners.

WITNESSETH:

WHEREAS the following facts are true:

1. Declarant is the sole owner of the fee simple title to the real estate located in Hancock County, Indiana, more particularly described on Sheet 2 of 4 and incorporated herein by this reference, upon which Declarant may, but is not obligated to, construct residential facilities.
2. Declarant desires to provide for the preservation and enhancement of the property values in Sugar Creek Valley Estates and to this end desires to subject the Property to the covenants, restrictions and easements set forth herein, each and all of which is and are for the benefit and complement of the lands in the property and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the lands in the Property as they are held, and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following restrictions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole. All of the restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the property or any part of parts thereof subject to such restrictions, and shall enure to the benefit of the Declarant and every one of Declarant's successors in title to the Property or any part of parts thereof.

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3. No building or structure of any kind, including additions, alterations, fences, screens and walls shall be erected or altered on the property until the plans and specifications, location and plot plan, in detail and to scale, shall have been submitted to and approved by Sugar Creek Valley Estates Building Control Committee in writing before any construction has begun. The plans and specifications of and location of all construction shall be in compliance with building, plumbing and electrical requirements of all applicable regulatory codes. Refusal of approval of plans and specifications, location and plot plan by this Building Control Committee may be based on any grounds including purely aesthetic grounds, in the sole and absolute discretion of this Committee. Said Building Control Committee shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Approval of plans shall be designated on site plan and returned to the builder for purposes of obtaining the proper permits from Hancock County.

Y ESTATES PHASE 3

4. 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 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.

5. 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 Drainage Board (Commissioners). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in 7-52.9 of the Hancock County Subdivision Control Ordinance.

6. 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 not action is taken, the Hancock County Drainage Board (Commissioners) will cause such repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

7. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 feet and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two streets lines. No drainage structures shall be located within driveway limits.

8. No sump pump drains or other drains shall outlet on to the street.

9. No trees shall be planted in the Hancock County right-of-way.

10. 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 single family dwelling shall exceed two & one-half stories or thirty-five (35) feet in height. No two-family or multi-family dwellings shall be permitted on any lot in this subdivision.

11. The minimum square footage of living space of dwellings constructed on various residential lots in this development, exclusive of porches, terraces, garages, carports, accessory buildings, or unfinished basements shall be no less than 1800 square feet of ground floor living area for a one-story structure or 1000 square feet of minimum ground floor area if higher than one-story, provided higher than one story structures shall have a minimum of 1800 square feet of total living area, and each dwelling shall have a two or three car attached garage. All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways will be permitted with the exception of the driveways to lots 51 and 52.

12. No trailers or tents, and no accessory or temporary buildings or structures shall be permitted upon any lot within this subdivision excepting temporary mobile structures and parking for construction purposes.

13. No farm animals, fowl, or domestic animals of any kind shall be bred, raised or kept on any lot in this subdivision. Generally recognized house pets submitted in reasonable numbers, provided these animals are not raised, bred

From 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 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.

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7. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 feet and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two streets lines. No drainage structures shall be located within driveway limits.

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11. The minimum square footage of living space of dwellings constructed on various residential lots in this Development, exclusive of porches, terraces, garages, carports, accessory buildings, or unfinished basements shall contain no less than 1800 square feet of ground floor living area for a one-story structure or 1000 square feet of minimum ground floor area if higher than one-story, provided higher than one story structures shall have a minimum of 1200 square feet of total living area, and each dwelling shall have a two or three car attached garage. All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways will be permitted with the exception of the driveways to lots 51 and 52.

12. No trailers or tents, and no accessory or temporary buildings or structures shall be permitted upon any lot within this subdivision excepting temporary mobile structures and parking for construction purposes.

13. No farm animals, fowl or domestic animals of any kind shall be bred, raised or kept on any lot in this subdivision. Generally recognized house pets are permitted in reasonable numbers provided these animals are not raised, bred or kept for commercial purposes. All pets when outside must be kept under control by their owners and must not become a nuisance to other residents.

14. 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 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.

SUGAR CREEK VALLEY

15. 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.
16. Driveway signs, where required, shall be a minimum of 12 inches in diameter.
17. No noxious or offensive activities shall be carried on or be permitted to exist on any lot in this subdivision, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
18. In order to maintain the standards of this subdivision, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere thereon. Failure to comply shall warrant the Declarant to cut weeds or clear the refuse from the land at the expense of the owner, and there shall be a lien against said land for the expense thereof.
19. All construction commenced on any lot within this subdivision shall be completed within 120 days unless circumstances beyond the reasonable control of builder and/or owner prevent same. Declarant shall have the authority to seek injunction or order for removal of partially completed structures and all materials in violation of this covenant.
20. No boats, campers, trailers of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the property for more than eight (8) hours unless fully enclosed inside a building. No inoperative or unlicensed vehicles shall be parked on or repaired on any lot in this subdivision or any street thereof.
21. All fuel storage tanks in this subdivision shall be buried below ground.
22. 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. Lots 65 through 71 shall have rear yard fences installed; these fences are to be of the vinyl-coated chain link type. Said lots shall have the same color fence so as to allow an unobstructed view of the woodline while offering the security of fencing.
24. All electrical service, telephone and other utility lines shall be placed underground. No satellite dishes, outside antennas, poles, masts, solar panels or towers shall be permitted on any lot in this subdivision, unless approved in writing by Declarant, and in no event shall such structures extend more than five (5) feet above the highest point of the roof.
25. Each residence shall have an exterior constructed of no less than 50% brick or stone. The roof shall be no less than 5/12 pitch. These requirements can be waived by Sugar Creek Valley Estates Building Control Committee. All waivers must be in writing.
26. All outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built.
27. No billboards or advertising signs of any character shall be exhibited in any way above the property or any part hereof or on any improvement thereon without the written approval of Declarant, except one profession sign of not more than one (1) square foot, or one sign not more than six (6) square feet advertising the parcel for sale or rent.
28. It will be mandatory that all lot owners join and participate in Sugar Creek Valley Estates Homeowners Association. All lot owners are subject to the decisions made by the Officers and Board of Directors of this association regarding enforcement of covenant restrictions, deed restrictions, and maintenance of all points of ingress/egress. These points of ingress/egress will be maintained by the developer until such time that 80% of the lots are sold.
29. The easement for landscape maintenance is for the purpose of providing access to maintain the grassed areas and landscaping installed by Declarant. Declarant shall maintain such areas and landscaping until eighty percent (80%) of the lots in this subdivision have been sold to initial buyers. Thereafter, upon notice to the then owners of such abutting lots, said owners shall be

may become a nuisance or annoyance to the neighborhood.

18. In order to maintain the standards of this subdivision, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere thereon. Failure to comply shall warrant the Declarant to cut weeds or clear the refuse from the land at the expense of the owner, and there shall be a lien against said land for the expense thereof.

19. All construction commenced on any lot within this subdivision shall be completed within 120 days unless circumstances beyond the reasonable control of builder and/or owner prevent same. Declarant shall have the authority to seek injunction or order for removal of partially completed structures and all materials in violation of this covenant.

20. No boats, campers, trailers of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the property for more than eight (8) hours unless fully enclosed inside a building. No inoperative or unlicensed vehicles shall be parked on or repaired on any lot in this subdivision or any street thereof.

21. All fuel storage tanks in this subdivision shall be buried below ground.

22. 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. Lots 65 through 71 shall have rear yard fences installed; these fences are to be of the vinyl-coated chain link type. Said lots shall have the same color fence so as to allow an unobstructed view of the woodline while offering the security of fencing.

24. All electrical service, telephone and other utility lines shall be placed underground. No satellite dishes, outside antennas, poles, masts, solar panels or towers shall be permitted on any lot in this subdivision, unless approved in writing by Declarant, and in no event shall such structures extend more than five (5) feet above the highest point of the roof.

25. Each residence shall have an exterior constructed of no less than 50% brick or stone. The roof shall be no less than 5/12 pitch. These requirements can be waived by Sugar Creek Valley Estates Building Control Committee. All waivers must be in writing.

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

27. No billboards or advertising signs of any character shall be exhibited in any way above the property or any part hereof or on any improvement thereon without the written approval of Declarant, except one profession sign of not more than one (1) square foot, or one sign not more than six (6) square feet advertising the parcel for sale or rent.

28. It will be mandatory that all lot owners join and participate in Sugar Creek Valley Estates Homeowners Association. All lot owners are subject to the decisions made by the Officers and Board of Directors of this association regarding enforcement of covenant restrictions, deed restrictions, and maintenance of all points of ingress/egress. These points of ingress/egress will be maintained by the developer until such time that 80% of the lots are sold.

29. The easement for landscape maintenance is for the purpose of providing access to maintain the grassed areas and landscaping installed by Declarant. Declarant shall maintain such areas and landscaping until eighty percent (80%) of the lots in this subdivision have been sold to initial buyers. Thereafter, upon notice to the then owners of such abutting lots, said owners shall be required to maintain these areas in conformity with this subdivision and these covenants. Landscaping, as installed by Declarant, shall not be removed, replaced or destroyed except for reasonable cause.

30. Any owner or Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions or covenants imposed by this Declaration, but Declarant shall not be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any of the restrictions. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of their person to assert any right available to him upon the occurrence, re-occurrence or continuation of any violation or violations of the restrictions. In the event that Declarant shall deem it necessary to enforce any restrictions, the owner shall pay reasonable attorney's fees and court costs if Declarant shall prevail in said litigations.

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31. The foregoing covenants and restrictions and any amendments thereto are for the mutual benefit and protection of all present and future owners of the property or any part thereof and shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2001, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by majority vote of those persons who are then the owners of the property.

32. 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 invalid or unenforceable, or shall lack the quality or running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other of the restrictions.

33. The Declarant, his successors and assigns reserves their right to amend the above contained restrictions with the exception of those elements or constraints dictated by the Planning Commission. The Declarant has this right as long as Declarant owns fee simple title to more than six of the lots encumbered by the restrictions herein. Any such amendment shall be effective upon the execution of same by Declarant and the filing of same among the public records of Hancock County, Indiana. Amendments by lot owners after ninety percent (90%) of the lots have homes erected thereon shall be authorized only by the County of Hancock in public hearing with personal notice by First Class Mail to each lot owner as shown in bound volumes of lot owners in the Buck Creek Township Assessor's office at least twenty-five (25) days prior to public hearing.

34. The streets not heretofore dedicated are hereby dedicated to the public as shown on the plats of the property.

IN WITNESS WHEREOF, 1993

SEP 11 11th day of

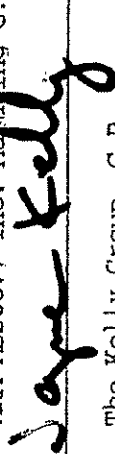
Sugar Creek Development Group

By:



Robert B. McClain, President
MNM Assoc., Inc. Managing G.P.

By:



The Kelly Group, G.P.

THE COUNTY OF HANCOCK, INDIANA
COUNTY CLERK'S OFFICE
COURT HOUSE
COLUMBIANA, INDIANA 46722
SEP 13 1993

9309812

DULY ENTERED
FOR TAXATION

SEP 13 1993

32. 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 invalid or unenforceable, or shall lack the quality or running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other of the restrictions.

33. The Declarant, his successors and assigns reserves their right to amend the above contained restrictions with the exception of those elements or constraints dictated by the Planning Commission. The Declarant has this right as long as Declarant owns fee simple title to more than six of the lots encumbered by the restrictions herein. Any such amendment shall be effective upon the execution of same by Declarant herein and the filing of same among the public records of Hancock County, Indiana. Amendments by lot owners after ninety percent (90%) of the lots have homes erected thereon shall be authorized only by the County of Hancock in public hearing with personal notice by First Class Mail to each lot owner as shown in bound volumes of lot owners in the Buck Creek Township Assessor's office at least twenty-five (25) days prior to public hearing.

34. The streets not heretofore dedicated are hereby dedicated to the public as shown upon the plats of the property.

Sept. 1993 IN WITNESS WHEREOF, witness the signature of Declarant this 11th day of

Sugar Creek Development Group

BY: [Signature]

Robert B. McClain, President
MMM Assoc., Inc. Managing G.P.

BY: [Signature]

The Kelly Group, G.P.

9309812

[Signature]
HANCOCK COUNTY RECORDER

93 SEP 13 PM 1:59

DULY ENTERED
FOR TAXATION

SEP 13 1993

[Signature]
Auditor of Hancock County

THIS INSTRUMENT PREPARED BY:
SMITH QUILLMAN ASSOCIATES
7301 E. 90th STREET SUITE 103
INDIANAPOLIS, IN 46256
(317) 841-9102

