SLIDE: 241
CABINET: B
INSTRUMENT: 9410999

WHITCOMB MEADOWS
SECTION 4 COVENANTS

KNOW ALL MEN BY THESE PRESENT: That HuPen Development Company, and Indiana limited partnership, Owner of the land shown and described hereon has caused to be made the attached plat entitled "WHITCOMB MEADOWS SECTION 4", the same being a subdivision of the Southeast Quarter of Section 3, Township 15 North, Range 7 East, in Center Township, Hancock County, Indiana. This subdivision shall be an addition to the City of Greenfield. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

1. The express purpose of this plat is to subdivide the above property into lots in order to create more suitable sites for development.

2. The official zoning regulations now in effect, "AA RESIDENCE DISTRICT," or as the same may be amended from time to time, changed or amended applicable to the area within which the subdivision is located shall be observed.

3. There are strips of ground marked "UTILITY EASEMENTS" shown on this plat which are hereby reserved for public utilities not including transportation companies for the installation and maintenance of poles, mains, sewer, drains, ducts, lines and wires and other equipment used in the provision of utility service to the owners of lots within the subdivision. Purchasers of lots in this subdivision shall take title subject to the utility easements hereby created and subject at all times to the rights of proper authorities to service the utility facilities and the easements hereby created and no permanent structure of any kind and no part thereof, except fences, shall be built, erected or maintained on said utility easement.

4. There are strips of ground marked "DRAINAGE EASEMENTS" shown on this plat which are hereby reserved to the City of Greenfield for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the owners of the areas enclosed within the easements to maintain such areas in such conditions that the flow of storm drainage water on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the owners of other land included within the plat, upstream or downstream, affected by such use and for any proper agency or department of the City of Greenfield. The City of Greenfield is hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights.

   It shall be the responsibility of the owner of any lot or parcel of land within this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the City of Greenfield and the requirements of all drainage permits for this plat. Failure to so comply with the Federal Housing Administration lot grading regulations and recommendations or construction of any building area including basements or lower levels of multi-level homes, below the minimum pad elevations shown on the "DRAINAGE PLAN," shall operate as a waiver and release of the developer, his engineer and agents from all liability as to damage caused by storm waters of storm drainage.

   Furthermore, there are easements and servitudes upon the land within the plat in favor of surface water runoff along natural valleys and drainage channels running to owners of other land contained within the plat, upstream and downstream. It shall be the responsibility of the owners of these natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

5. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other that one detached single family dwelling. No home shall exceed two and one half stories or thirty-five feet in height.

6. Front building lines are hereby established as shown on the foregoing plat between which lines and the right-of-way lines there shall be erected, placed, or altered no structure or part thereof except that fences in keeping with the architectural style as specifically approved by the Architectural Review Committee will be permitted, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and 25 feet measured perpendicularly from these public-right-of-way lines unless otherwise dimensioned.

7. Every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of twelve hundred (1200) square feet. In the case of a structure of more than one story, at least eight hundred and ten (810) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home.

   An Architectural Review Committee is hereby created, whose initial members will be appointed by the persons who have executed this plat. These people who have this plat will also have the right to replace the member or members of the Architectural Review Committee and to expand the membership of the Architectural Review Committee with rights of appointing additional members. A majority of the members of the committee will be authorized to determine whether the proposed structure plans and specifications show conformity and harmony of exterior design with existing structures of the development and whether the building and property set back lines are in conformity with the applicable plat requirements and these covenants, conditions and restrictions. No charges will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the committee does not [illegible] in writing its approval or [illegible]

22. No storage sheds, tool sheds, mini-barns and similar type structures shall be allowed except with the prior written approval of the Architectural Control Committee. Any storage shed, tool shed, mini-barn or similar type structure allowed in this subdivision shall be of a permanent type of construction and must conform to the general architecture and appearance of such residence.

23. All swimming pools shall be in-ground, and no above-ground pools shall be permitted.

24. No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Development.

25. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any lot, except in an enclosed garage.

26. No satellite dishes, radio towers, CB antennas or other radio or radar equipment shall be permitted.

27. No outside fuel storage tanks shall be permitted above ground. No gasoline storage shall be permitted above or below ground.

28. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.

29. No house footing drain or roof water drain shall be discharged into the sanitary sewer.

30. Any structure or building permitted to be constructed on any lot by these covenants, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

31. The owner of any lot shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such owner shall:
   a. Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds
   b. Remove all debris or rubbish;
   c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
   d. Cut down and remove dead trees;
   e. Where applicable, prevent debris and foreign material from entering drainage areas;
   f. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

   The developer shall keep all unsold lots mowed at a maximum height of twelve (12) inches.

32. No outside toilets shall be permitted on any lot in the Development except during the period of construction and then only with the consent of the Committee.

33. No sanitary waste or other wastes shall be permitted to enter the storm drainage system.

34. No signs or advertisements shall be displayed or placed on any lot or structure in the Development without the prior written approval of the Committee, except for the sale of a lot or a residence. However, Developer and designated Builders may use for sale and advertising signs during the sale and development of the subdivision.

35. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept bred or maintained for any commercial purposes. Such household pets shall be kept reasonably quiet and contained, either on a leash or in a fenced area whenever outside, so as not to become a nuisance.

36. No owner of a lot in the Development shall burn or bury out-of-doors, any garbage or refuse. Nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his or her lot.

37. Sight Obstructions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner of lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to all lots within twenty (20) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

38. The right to enforce each and all of the covenants, conditions and restrictions set forth herein, together with the right of cause the removal of any building erected or altered in violation thereof by injunction or by any other legal process, is hereby reserved to the Architectural Review Committee and each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney fees. The City of Greenfield shall have no rights, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants commitments [illegible]

IN WITNESS WHEREOF, witness the signature on behalf of the Developer this

13th day of October, 1994.

HuPen Development Company

By: Paul E. Hulse
Paul E. Hulse, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Paul E. Hulse, General Partner of HuPen Development Company, and Indiana Limited Partnership, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions as such General Partner acting for and on behalf of said Partnership, and who, having been duly sworn, stated that any representation therein contained are true.

Witness my hand and Notarial Seal this 13th day of October, 1994.

Maxine H. Webb
Signature

MAXINE H. WEBB
Printed

County of Residence:
Hamilton

My Commission Expires:
12/12/95

This instrument was prepared by Paul E. Hulse, 8308 Pennsylvania Circle, Indianapolis, IN 46234.

3/24/94
COVE\12156WM

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7. Every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of twelve hundred (1200) square feet. In the case of a structure of more than one story, at least eight hundred and ten (810) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home.

8. An Architectural Review Committee is hereby created, whose initial members will be appointed by the persons who have executed this plat. These people who have this plat will also have the right to replace the member or members of the Architectural Review Committee and to expand the membership of the Architectural Review Committee with rights of appointing additional members. A majority of the members of the committee will be authorized to determine whether the proposed structure plans and specifications show conformity and harmony of exterior design with existing structures of the development and whether the building and property set back lines are in conformity with the applicable plat requirements and these covenants, conditions and restrictions. No charges will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) calendar days after submission, the committee will be deemed to have approved such plans. Action of the committee need not be at a formal meeting but maybe evidenced informally in writing, signed by a majority thereof.

No single family dwelling, greenhouse, porch, garage, swimming pool, basketball court, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Architectural Review Committee. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, a building plan showing floor areas and elevations, specifications, and landscaping plan and such other data or information as may be reasonably requested.

9. Every building or part thereof shall be so located as to provide a minimum side yard on each side of ten (10) feet provided both sides equal at least 20% of the actual lot width, except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or a drainage easement which serves lots beyond the lots owned by the common owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots under common ownership. Where adjoining lots are owned by the same owner or owners, and the drainage easements or utility easements which may separate these lots are not used to provide drainage or utility services to any area beyond the lots commonly owned, that these easements on the boundary line between the two lots shall be extinguished for so long as the lots are owned by the same owner or owners. Not withstanding the regulations of the "AA" zoning ordinance the minimum rear yards for any lot within this subdivision shall be twenty (20) feet. In addition, the open space which is comprised of the total horizontal area of all covered open space shall comprise at least seventy (70%) of the total area.

10. All driveway shall be paved.

11. All roofs shall have a minimum pitch of 6/12.

12. All homes shall have a minimum two car garage.

13. No carports of any kind shall be permitted.

14. Every single family dwelling and garage permitted to be constructed or to remain on any lot shall be completed on the exterior within six (6) months from the start of construction, including at least one (1) coat of paint stain or varnish on any exterior wood surfaces. All such structures must be completed in one (1) year.

15. All mailboxes shall be of a uniform design and color specified by the declarant.

16. All roof vents whether plumbing vent stacks, furnace stack or roof ventilation units shall be located on the rear roof and shall be painted of a manufacture's color to match/blend with the roofing color.

17. No heat pumps, air conditioning units or gas meters will be installed on the front of the house.

18. All landscaping shall be completed within six (6) months from the date of commencement of construction, weather permitting.

19. All fences shall meet the following standards:
    a. The Architectural Control Committee must pre-approve all plans and specifications for fences including height, color and type of construction.
    b. For noncorner lots no fence shall be installed between the building set-back line and the front of the house facing the street.
    c. For corner lots no fence shall be installed between the building set-back line and the sides and front of the house facing the two respective streets.

20. Modular-type construction shall not be permitted in the Development. However, pre-fabricated home components such as walls, roof trusses, etc., shall not be considered modular-type construction.

21. All gutters and downspouts in the Development shall be painted.

[illegible] by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to all lots within twenty (20) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall be permitted to be constructed between the front set back line and the street curb.

38. The right to enforce each and all of the covenants, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof by injunction or by any other legal process, is hereby reserved to the Architectural Review Committee and each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney fees. The City of Greenfield shall have no rights, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the City of Greenfield; provided further, that nothing herein shall be construed to prevent the City of Greenfield from enforcing any provisions of the Subdivision Control Ordinance or any conditions attached to approval of this plat by the Plat Committee.

39. These covenants, conditions and restrictions constitute covenants running with the land and shall be effective for a period of twenty years from the date of recordation of the plat, provided that at the expiration of such term such covenants, conditions and restrictions shall be automatically renewed thereafter for periods of ten years each, unless at least one year prior to the expiration of each ten year period, the owners of the majority of the lots in this subdivision shall execute and acknowledge the appropriate instrument of writing terminating, revoking, and said written instrument shall be recorded in the land records of Hancock County, State of Indiana, in which event the provisions as set forth for removal shall be and the same.

40. Invalidation of any one of these covenants by judgement or court order shall be in no way affect any of the other provisions which will continue to remain in full force and effect.

41. By taking deed to any lot in this subdivision the lot owner fully understands that Whitcomb Meadows Subdivision has been approved and accepted by the City of Greenfield and complies with current County and City Drainage Ordinances. Grantor is conveying this lot in "as is" condition as it pertains to drainage, clearing of wooded areas, maintenance of any and all drainage swales and any and all site preparation. Once this lot is deeded to grantee, then grantee understands that from that time forward the developer is no longer responsible for any care or maintenance of that lot as pertains to drainage, clearing of wooded areas, maintenance of any and all drainage swales, and any and all site preparation. It is also agreed by grantee that it is his responsibility to make the same known to buyer when grantee sells the lot. The above statements are to run with the land.

42. By taking deed to any lot in this subdivision, each owner will become a member of the Whitcomb Meadows Homeowners Association which will be organized as a not-for-profit corporation under the laws of the State of Indiana for the expressed purpose of maintaining any common areas located within the boundaries of Whitcomb Meadows (including both present and future sections). The establishment of the Home Owners Association will be outlined and recorded as a separate instrument number.

941099

DULY ENTERED FOR TAXATION

SHEET 2 OF 3