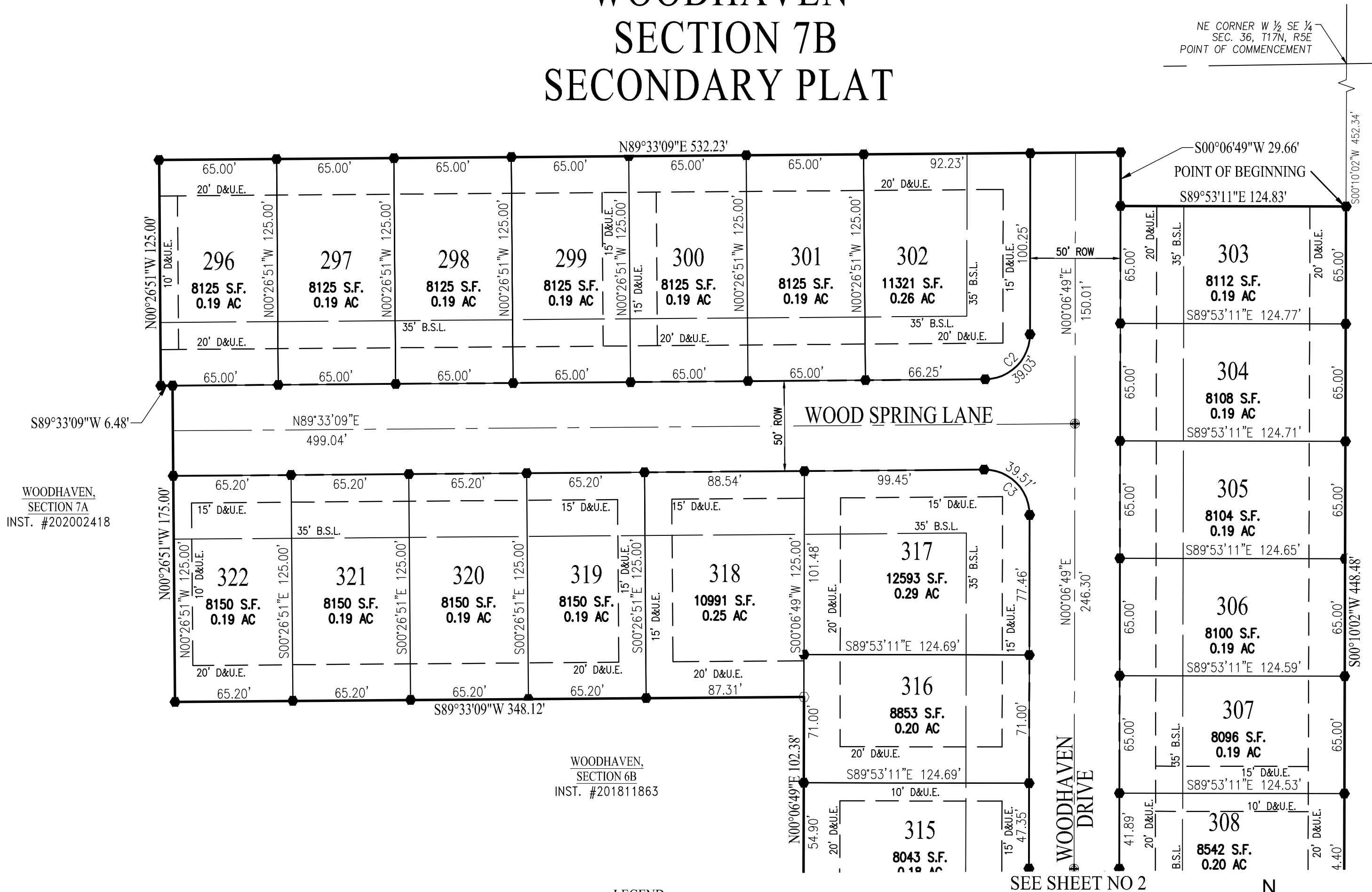


WOODHAVEN  
SECTION 7B  
SECONDARY PLAT



LEGEND:

- Represents a 5/8 inch diameter aluminum pin with aluminum cap to be set to mark street centerline control at intersections, points of curvature and points of tangency.
  - Represents 5/8 inch diameter rebar with a plastic cap stamped Weihe Engr. 0012 found.
  - All other lot corners to be marked with a 5/8 inch diameter rebar with a plastic cap stamped Weihe Engr. 0012.
  - Construction Plans call for a drainage structure on this corner. No monument to be set.
- D.&U.E. - Drainage and Utility Easement  
S.D.&U.E. - Sewer, Drainage and Utility Easement.  
D.L.&U.E. - Drainage, Landscaping and Utility Easement.  
B.S.L. - Building Setback Line  
ROW - Right-of-Way  
R.D.E. - Regulated Drain Easement

SETBACK TABLE:

**R4 ZONING:**  
SIDE: 6'  
REAR: 10'  
FRONT: AS SHOWN  
MIN. HOME SIZE:  
RANCH: 1400 SQ. FT.  
2 STORY: 1800 SQ. FT.

SOURCE OF TITLE: GRAND COMMUNITIES, LTD. INSTR#201712548

FOR CURVE INFORMATION SEE CURVE DATA TABLE ON SHEET 2.

This instrument prepared for:

**Grand Communities, LLC**  
(f/k/a Grand Communities, LTD.)  
3940 Olympic Blvd., Suite 400  
Erlanger, KY 41018

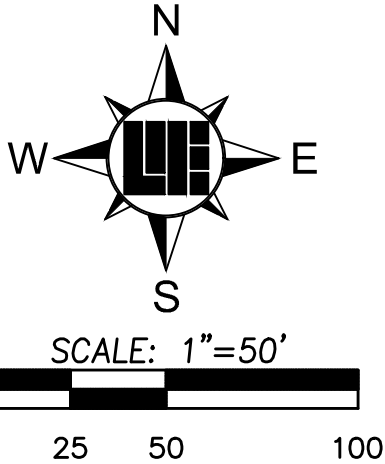
This instrument prepared by: ANDREW D. BAXTER JR.

**WEIHE**  
ENGINEERS  
Land Surveying | Civil Engineering  
Landscape Architecture

10505 N. College Avenue  
Indianapolis, Indiana 46280  
weihe.net

317 | 846 - 6611  
800 | 452 - 6408  
317 | 843 - 0546 fax

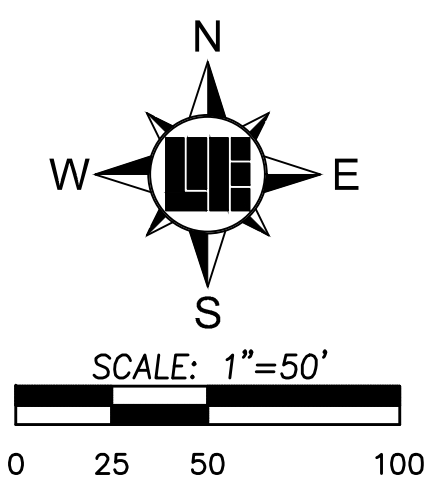
ALLAN H. WEIHE, P.E., L.S. - FOUNDER



SHEET 1 OF 4

PROJECT NO.: W120722

WOODHAVEN  
SECTION 7B  
SECONDARY PLAT



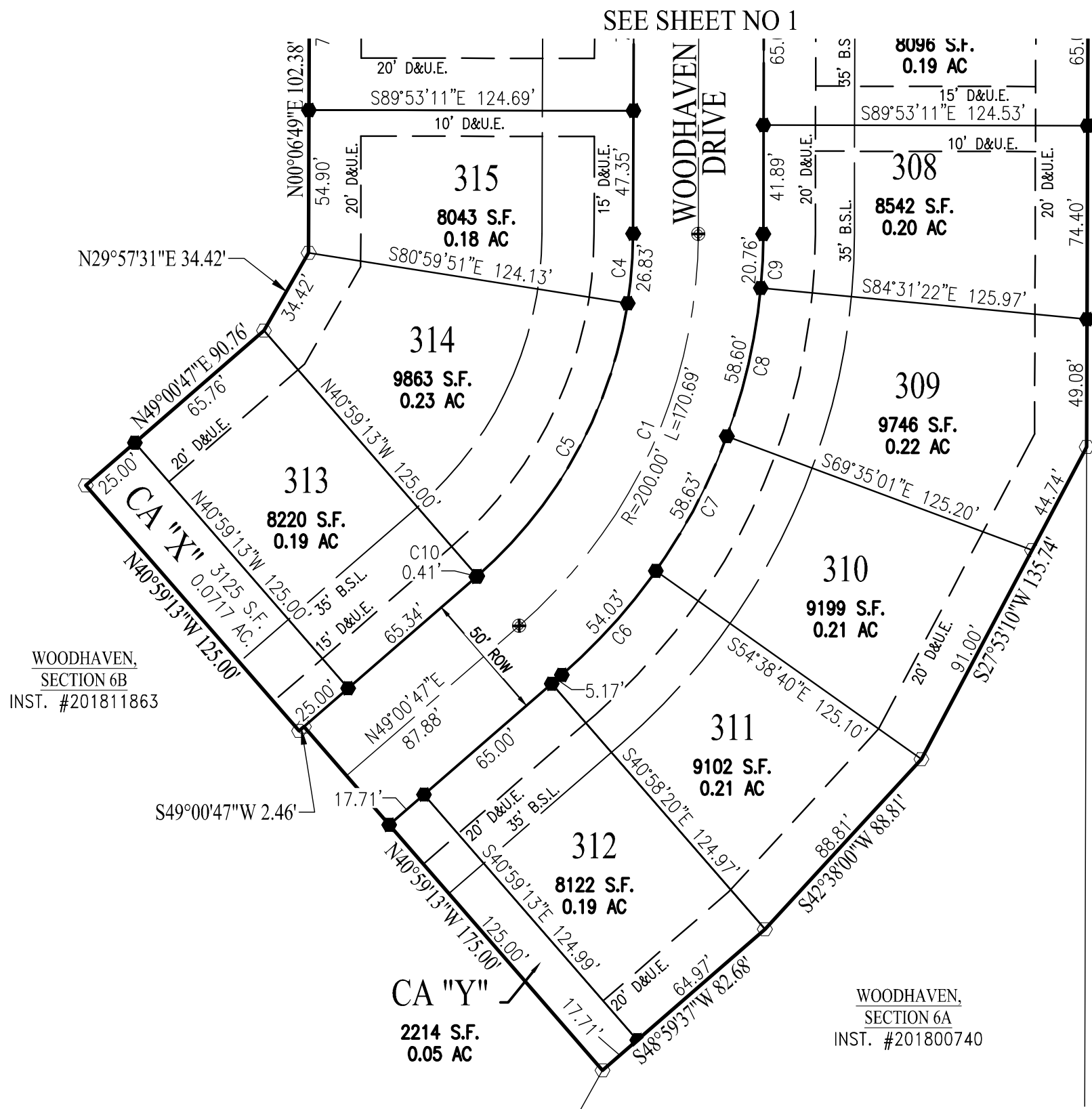
CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	170.69'	200.00'	48°53'58"	N24°33'48"E	165.56'
C2	39.03'	25.00'	89°26'20"	S44°49'59"W	35.18'
C3	39.51'	25.00'	90°33'40"	N45°10'01"W	35.53'
C4	26.83'	175.00'	8°47'08"	N04°30'23"E	26.81'
C5	122.11'	175.00'	39°58'43"	S28°53'18"W	119.65'
C6	54.03'	225.00'	13°45'34"	N42°08'00"E	53.90'
C7	58.63'	225.00'	14°55'46"	S27°47'20"W	58.46'
C8	58.60'	225.00'	14°55'23"	S12°51'45"W	58.44'
C9	20.76'	225.00'	5°17'15"	N02°45'26"E	20.76'
C10	0.41'	175.00'	0°08'07"	S48°56'43"W	0.41'

LEGEND:

- ⊕ Represents a 5/8 inch diameter aluminum pin with aluminum cap to be set to mark street centerline control at intersections, points of curvature and points of tangency.
  - Represents 5/8 inch diameter rebar with a plastic cap stamped Weihe Engr. 0012 found.
  - All other lot corners to be marked with a 5/8 inch diameter rebar with a plastic cap stamped Weihe Engr. 0012.
  - ⊙ Construction Plans call for a drainage structure on this corner. No monument to be set.
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This instrument prepared by: ANDREW D. BAXTER JR.

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ALLAN H. WEIHE, P.E., L.S. - FOUNDER

SHEET 2 OF 4

PROJECT NO.: W120722

LOCATION: C:\Users\manhartm\AppData\Local\Temp\AcPublish\_7040\Sec 7B Plat.dwg  
LAYOUT: 3 of 4  
DATE/TIME: August 02, 2021 - 4:46pm  
PLOTTED BY: manhartm

LAND DESCRIPTION

Part of the Southwest Quarter of Section 36, Township 17 North, Range 5 East of the Second Principle Meridian, situated in Vernon Township, Hancock County, Indiana and being more particularly described as follows:

Commencing at the Northeast corner of the West half of said Southeast Quarter; thence South 00 degrees 06 minutes 49 seconds West along the East line of the West half of said Southeast Quarter, 452.34 feet to the Point of Beginning; thence South 00 degrees 10 minutes 02 seconds West along said west line, 448.48 feet to the Northeast corner of Woodhaven, Section 6B, recorded as Instrument Number 201811863 in the Office of the Recorder of Hancock County, Indiana; thence along the perimeter of said instrument number for the next 10 calls; 1) South 27 degrees 53 minutes 10 seconds West, 135.74 feet; 2) thence South 42 degrees 38 minutes 00 seconds West, 88.81 feet; 3) thence South 48 degrees 59 minutes 37 seconds West, 82.68 feet; 4) thence North 40 degrees 59 minutes 13 seconds West, 175.00 feet; 5) thence South 49 degrees 00 minutes 47 seconds West, 2.46 feet; 6) thence North 40 degrees 59 minutes 13 seconds West, 125.00 feet; 7) thence North 49 degrees 00 minutes 47 seconds East, 90.76 feet; 8) thence North 29 degrees 57 minutes 31 seconds East, 34.42 feet; 9) thence North 00 degrees 06 minutes 49 seconds East, 102.38 feet; 10) thence South 89 degrees 33 minutes 09 seconds West, 348.12 feet; thence North 00 degrees 26 minutes 51 seconds East, 175.00 feet; thence South 89 degrees 33 minutes 09 seconds West, 6.48 feet; thence North 00 degrees 26 minutes 51 seconds East, 125.00 feet; thence North 89 degrees 33 minutes 09 seconds East, 532.23 feet; thence South 00 degrees 06 minutes 49 seconds West, 29.66 feet; thence South 89 degrees 53 minutes 11 seconds East, 124.83 feet to the Point of Beginning, containing 6.85 acres, more or less.

REGISTERED LAND SURVEYOR'S CERTIFICATE

I, Andrew D. Baxter JR., hereby certify that I am a Professional Surveyor, licensed in compliance with the laws of the State of Indiana:

This plat is based on a survey prepared by Weihe Engineers, Inc. recorded as Instrument No.140009474 in the Office of the Recorder of Hancock County, Indiana. There has been no change from matters of survey revealed by the cross-referenced survey, or any prior subdivision plats contained therein, on any lines that are common with this subdivision.

That all monuments shown hereon will exist and that the location, size, type and material are accurately shown.

Andrew D. Baxter JR.  
Registered Land Surveyor  
Indiana No. LS20400029

REGULATED DRAIN STATEMENT

A petition addressed to the McCordsville Drainage Board has been filed in duplicate with the McCordsville Town Engineer, requesting that the subdivision's storm drainage system and its easements be accepted into the regulated drainage system. The storm drainage system and its easements that are accepted into the regulated drainage system are delineated on the plat as Regulated Drainage Easements (RDEs). Regulated Drainage Easements are stormwater easements and drainage rights of way that are hereby dedicated to the public and to McCordsville, Indiana, for the sole and exclusive purpose of controlling surface water and/or for the installation, operation, and maintenance of storm sewers and tile drains as defined in McCordsville Stormwater Management Ordinance. These drainage easements are established under authority of the Indiana Drainage Code and the said Board may exercise powers and duties as provided in said code. All other storm drainage easements have not been accepted into the Town's system. All drainage improvements performed relative to the conveyance of Stormwater runoff and the perpetual maintenance thereof, within the latter easements, shall be the responsibility of the owner or homeowner association. The McCordsville Drainage Board assumes no responsibility relative to said improvements or the maintenance thereof. This subdivision contains 1,003 linear feet of open ditches and 3,721 linear feet of subsurface drains that will be included in the Town's Regulated Drainage System."

SOCIAL SECURITY REDACTION AFFIRMATION

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. This instrument was prepared by: Andrew D. Baxter Jr.

RIGHT TO FARM DEED RESTRICTION

The owner(s) of the herein described real estate, for himself, 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:

WOODHAVEN  
SECTION 7B  
SECONDARY PLAT

1. Acknowledges and agrees 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. Waives any and all objections to any agricultural uses within two miles of any boundary of the real estate.
3. Agrees 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. Agrees 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.

DEED OF DEDICATION

I, the undersigned \_\_\_\_\_, on behalf of GRAND COMMUNITIES LLC (f/k/a GRAND COMMUNITIES LTD.), owner of the real estate shown and described herein, do hereby lay off, plat, and subdivide said real estate in accordance with the within plat. This subdivision consists of 27 lots numbered 296 through 322 inclusive and two common area labeled "X" and "Y". This subdivision shall be known and designated as Woodhaven, Section 7B. All streets and alleys and public open spaces shown and not therefore dedicated are hereby dedicated to the public. Dedicated R/W in this subdivision consists of 1.30 acres (1154 lineal feet).

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected or maintained no building or structure. The strips of ground shown on this plat and marked "Easement" are reserved for the use of 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 upon 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 other lots in this subdivision.

This Subdivision is subject to covenants and restrictions, recorded as Instrument Number 20050000182 in the Office of The Recorder of Hancock County, Indiana, and any amendments, or supplements thereto.

CERTIFICATE OF OWNERSHIP

We, Grand Communities, LLC (f/k/a Grand Communities, LTD.), do hereby certify that we are the owners of the property described in the above caption and that as such owners we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

GRAND COMMUNITIES, LLC  
f/k/a GRAND COMMUNITIES, LTD  
a Kentucky limited partnership

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

State of \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ )

This is an acknowledgement clause; no oath or affirmation was administered to the signer. The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of 2021 by \_\_\_\_\_ of Grand Communities, LLC, a Kentucky Limited Liability Company (f/k/a Grand Communities, LTD.), on behalf of the company.

Witness my hand an Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

ACCEPTANCE OF DEDICATION

Be it resolved by the Town Council of the Town of McCordsville, Indiana, that the dedications shown on this plat are hereby approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

TOWN COUNCIL

PLAN COMMISSION APPROVAL

Approved by the Town of McCordsville, Indiana Plan Commission in accordance with the Subdivision Control Ordinance

By : \_\_\_\_\_  
President:

\_\_\_\_\_  
Secretary:

Date \_\_\_\_\_

STATEMENT OF COMMITMENT:

1. The minimum lot width of "R-4" lots along the northern perimeter (and which are shown with a dot on the Preliminary Site Plan dated December 16, 2003) shall be 72'.
2. A civic or community building (clubhouse) with a ground floor area of no less than 2,000 square feet will be built in the Community Park.
3. A basketball court, swing set and play set will be installed in the Community Park in substantial conformance with applicable standards.
4. The Master Planned Site Plan will provide for inter-connectivity to neighboring properties not yet developed.
5. All homes in the community shall have sod in the front yard and sod or seed on the balance of the side and rear yard. Corner lots shall have sod on both the front yard and the entire side yard facing the roadway (street-side yard).
6. All corner lots will have twelve shrubs and, either one six ft. (6') minimum height evergreen tree, or one (1) two inch (2") caliper shade trees on the side of the home facing the street (street-side yard).
7. All homes in the community shall have uniform mailboxes within each neighborhood.

8. The community will have uniform (environmentally friendly) streetlights at each entrance and every intersection of the subdivision, or pursuant to County Ordinance.

9. A community entrance masonry sign shall be installed in substantial conformance with applicable standards.

10. Street signs shall meet or exceed County standards, which will include 36" wide signs and 8" tall letters (as accepted by the County).

11. On corner Lots the driveway shall be handed on the opposite side from the intersection of the street right-of-way lines.

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

13. All homes in the community shall have a concrete drive.

14. The Developer's engineer and builder shall pre-plan the driveway and utility lateral locations to minimize the potential of any conflict.

15. All homes in the community shall have 4' wide sidewalks.

SOURCE OF TITLE: GRAND COMMUNITIES, LTD. INSTR#201712548

This instrument prepared for:

**Grand Communities, LLC**  
(f/k/a Grand Communities, LTD.)  
3940 Olympic Blvd., Suite 400  
Erlanger, KY 41018

This instrument prepared by: ANDREW D. BAXTER JR.

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800 | 452 - 6408  
317 | 843 - 0546 fax

ALLAN H. WEIHE, P.E., L.S. - FOUNDER

SHEET 3 OF 4

PROJECT NO.: W120722

LOCATION: c:\Users\monhartm\appdata\local\temp\AcPublish\_7040\Sec 7B Plat.dwg  
LAYOUT: 4 of 4  
DATE/TIME: August 02, 2021 - 4:48pm  
PLOTTED BY: monhartm

STATEMENT OF COMMITMENT (CONTINUED):

16. A diamond pattern PVC coated and expanded metal trashcan with liner and top shall be installed in all applicable common areas.
17. No detached outbuildings, storage sheds or above-ground pools shall be permitted in the community.
18. All appropriate utilities within the community will be trenched and located between the street curb and sidewalk (subject to the approval of the local servicing utility companies).
19. The Developer's engineer shall design all storm catch basins in the curb to be located at property corners when reasonably possible to eliminate any conflict with driveways.
20. The "Declaration of Covenants, Conditions and Restrictions" for Woodhaven shall provide for the Homeowners Association to be "professionally managed" after 75% of the homes in the community have been home-owner occupied.
21. The Homeowners Association shall not be allowed to disband.
22. The Declaration of Covenants, Conditions and Restrictions for Woodhaven shall require the following:
- a) Provisions for a mandatory annual Association Fee to provide for the maintenance and repair of all Common Areas and facilities owned by the Association including the clubhouse, entry landscaping, playground, etc;
- b) The Homeowners Association shall designate one trash removal service for the community, curbside recycling will be included if available;
- c) A provision prohibiting Woodhaven homeowners from remonstrating against any possible annexation by the Town of McCordsville;
- d) No fencing shall be installed on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association;
- e) No fence may extend forward beyond a point that is 10' behind the front corner of the residence, except to enclose a garage service door;
- f) In order to preserve views, no fence may be constructed within 25' of the shoreline of any lake or detention pond, and fences shall be limited to 4' in height; and
- g) No fence shall be higher than 6'.

23. The Homeowners Association shall not have the right to amend or remove the Non-Remonstrance Clause to Annexation by the Town of McCordsville without the Town of McCordsville's prior approval.

24. A Non-Remonstrance Clause to Annexation by the Town of McCordsville shall be reflected on the initial home buyer/property owner's deed.

25. In the event a Road Impact Fee is adopted and the collection thereof has commenced, Petitioner shall pay the approved Road Impact Fee as prescribed in said Ordinance even if a portion of the subdivision is platted prior to the implementation of said Fee. If an Ordinance has not been adopted or the collection of said Fee has not commenced prior to issuance of the last building permit for Woodhaven, this Commitment shall be null and void.

With regard to the Architectural Standards for the Real Estate zoned "R-4", the Petitioner agrees and commits as follows:

1. All homes shall have minimum 9" overhangs on all sides of the home.
2. At least 50% of the homes shall have brick or masonry on at least 50% of the front elevation (excluding windows, doors, garage doors, gables, and areas above first story roofs).
3. There shall be a minimum roof pitch of 6/12 on all homes.
4. The minimum square footage of a ranch home shall be 1,400 square feet, exclusive of porches and garages, and the minimum square footage of two-story homes shall be 1,800 square feet, exclusive of porches and garages.
5. Unless adjacent to a masonry wrap, all windows, doors and corners shall have a 1" x 6" wood or vinyl surround, or shutters or decorative trim or decorative window header.
6. Exterior fireplace chimneys shall be masonry unless placed on the rear exterior wall of the residence. All other chimneys shall be enclosed in a frame chase.
7. Half chimneys for direct vent gas fireplaces shall have a framed chase with a gable roof and vent on the side.
8. Any home on a selected lot along the perimeter of the property (and which are designated with an asterisk (\*) on the Proposed Conceptual Site Development Plan) shall have a minimum of two (2) of the following architectural features on the rear elevation of

WOODHAVEN  
SECTION 7B  
SECONDARY PLAT

- the home listed below:
- fireplace with exterior masonry chase on the rear elevation;
  - roof design featuring dormers, a reverse gable or a shed roof accent;
  - extended breakfast nook;
  - boxed or angled bay window;
  - finished living space "pop-out" or other architectural corner break (minimum 18");
  - natural wood exterior trim (painted in decorative contrasting color) in lieu of vinyl corners;
  - sunroom;
  - rear-screened porch;
  - premium landscaping enhancement consisting of one (1) additional 2" caliper deciduous or 6' tall evergreen tree and four (4) bushes or shrubs planted in the rear yard;
  - brick wainscot on side or rear elevations;
  - transom window treatment visible on rear of home;
  - treated wood deck with decorative railing (minimum 6' x 8');
  - shutters on rear windows; and
  - at least three (3) windows and a rear coach light.

9. Homes on adjoining lots as well as the one house most directly across the street shall not be constructed with the same front elevation or color.

10. A maximum of two (2) ranch style homes can be placed adjacent to each other throughout the community.

11. No more than 10% of the homes shall have the same floor plan with the exact same front elevation.

12. All vinyl siding shall have 0.40 thickness and shall be approved by the Vinyl Siding Institute through its Vinyl Siding Certification Program.

13. Every single-family dwelling shall have a minimum two-car garage.

14. Dusk to dawn coach lights shall be included with each home.

15. No duplexes, condominiums or multi-family uses of any type will be permitted.

16. All homes shall have concrete driveways.

17. All homes shall include a minimum of twelve (12) shrubs with a minimum height or spread of eighteen inches (18") in the front yard, and shall have two (2) trees in the front yard which shall include one (1) two inch (2") caliper shade tree plus either an additional two inch (2") caliper shade tree or a two inch (2") caliper ornamental tree or an evergreen tree with a minimum height of six ft. (6'). However, the New Construction Committee ("NCC") shall be permitted to waive the requirement for a homeowner to plant a second tree in their front yard should the NCC determine that the front yard is too small. This second tree shall then be planted in the side or rear yard.

This Commitment shall be binding on the Petitioner, its successors and assigns, subsequent owners of the Real Estate, and other persons acquiring an interest therein.

This Commitment may be modified or terminated only by a decision of the Hancock County Area Plan Commission made only after a public hearing after proper notice has been given.

This Commitment may be enforced jointly or severally by:

1. The Hancock County Area Plan Commission, the Hancock County Area Board of Zoning Appeals, and the Hancock County Commissioners; and
2. Property owners within the subdivision on the Real Estate.

In the event the Real Estate is annexed into an existing municipality or becomes part of a newly created municipality, the Commitments and the enforcement thereof shall be transferred to such municipality.

In the event it becomes necessary to enforce this Commitment in a court of competent jurisdiction, and the owner of the Real Estate is found to be in violation of this Commitment, the owner shall pay all reasonable costs in the enforcement of this Commitment, including attorneys fees. In the event the owner is not found to be in violation, the party bringing the action shall pay owner's reasonable attorney fees.

GENERAL STREET AND STANDARDS AND REQUIREMENTS

1. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between two and one-half and eight 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 the minor street lines, and 75 feet from the intersection of arterial streets, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.
2. The same sight line limitations shall apply to any lot within ten feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. No drainage structures shall be located within driveway limits.
3. No sump pump drains or other drains shall outlet onto the street.
4. No trees shall be planted in the county right-of-way.
5. No vehicle shall be parked on the public street for more than 24 hours.
6. Snow removal for the subdivision internal streets shall be the responsibility of the developer or homeowner's association.
7. The maintenance of all irrigation or sprinkler systems installed in the right-of-way shall be the responsibility of the individual homeowner or developer. Hancock County assumes no responsibility for maintenance or damage of any kind.

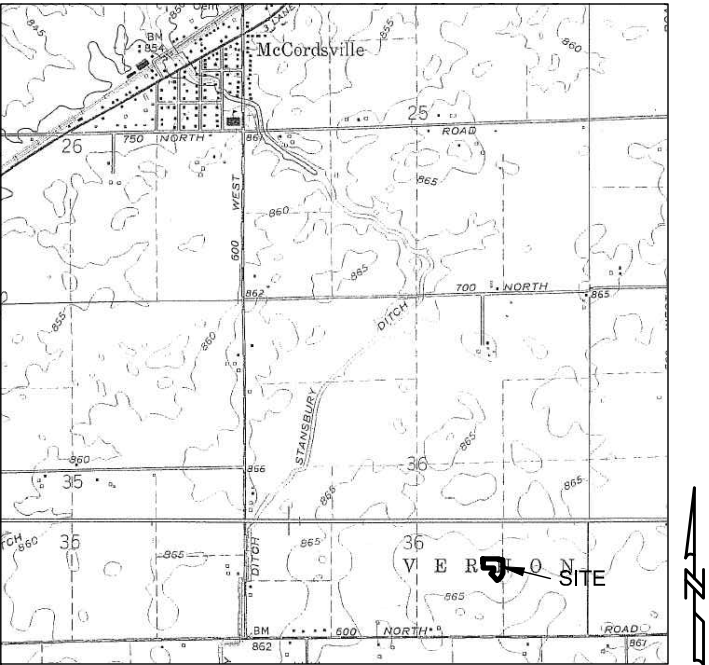
8. Each homeowner (lot owner) shall be responsible for constructing a four-foot wide concrete sidewalk of 4,000 psi concrete, four inches thick, sloped toward the street with expansion joints each 48 feet along the entire street frontage of their respective lot. The sidewalk shall be constructed prior to completing finish lot grading. The sidewalk shall be located one 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 one year from completion of residence. Thereafter, the homeowner's 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 (ADA), as amended, requirements and in the situation of a conflict between ADA rules, covenants or other regulations, the ADA shall govern.

9. Unless provided by the local municipality, the homeowner's association shall negotiate with and procure trash pick-up and curbside recycling services from one provider for all of the owners in the subdivision.

10. The homeowner's association shall employ a managing agent or a real estate management company to assist with the management, administration, operation, and maintenance of the subdivision.

ADDITIONAL COMMITMENT

1. Address numbers shall be included on each home.



VICINITY MAP  
NOT TO SCALE

SHEET 4 OF 4

This instrument prepared for: <b>Grand Communities, LLC</b> (f/k/a Grand Communities, LTD.) 3940 Olympic Blvd., Suite 400 Erlanger, KY 41018		This instrument prepared by: <b>ANDREW D. BAXTER JR.</b> <b>WEIHE ENGINEERS</b> Land Surveying   Civil Engineering Landscape Architecture		10505 N. College Avenue Indianapolis, Indiana 46280 weibe.net 317   846 - 6611 800   452 - 6408 317   843 - 0546 fax ALLAN H. WEIHE, P.E., L.S. - FOUNDER
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SOURCE OF TITLE: GRAND COMMUNITIES, LTD. INSTR#201712548