

PLAT COVENANTS AND RESTRICTIONS

EMERALD SPRINGS

EMERALD SPRINGS

The undersigned, Emerald Springs Development, LLC, an Indiana Limited Liability Company ('Emerald Springs") is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). Emerald Springs is concurrently platting and subdividing the Real Estate as shown on the foregoing plat for Emerald Springs, which is filled of record simultaneously herewith in the office of the Recorder of Hancock County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. Centex Homes, a Nevada general partnership ("Centex") is also developing property that will be part of Emerald Springs. Centex is the Declarant under the Declaration (as defined herein). Centex and Emerald Springs are collectively referred to as "Developer" herein. The subdivision created by the Plat (the "Subdivision") is to be known and designated as part of "Emerald Springs". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants and Restrictions of Emerald Springs, dated **Series** and restrictions contained in the Declaration"), and to the rights, powers, duties and obligations of Emerald Springs Homeowners Association, Inc. (the "Association") set forth in the Declaration. If there is any conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained herein and any of the covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Dwellirg Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

- <u>COMMON AREAS</u>. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration. Common Areas are created as open space and shall not be used for residential home construction.
- UTILITY, DRAINAGE AND SANITARY SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sanitary Sewer Easements", either separately of in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Hancock County Drainage Board ("Drainage Board") for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lat in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Drainage Board and prior written approval of the Developer or the Association. The Sanitary Sewer Easements are hereby created and reserved for the use of the Town of McCordsville and, during the Development Period, for the use of Developer for access to and installation, repair, removal, replacement or maintenance of an underground storm and sanitary sewer system. The delineation of the Utility Easements, Drainage Easements and Sanitary Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any portion o
- LANDSCAPE EASEMENTS. There are creas of ground on the Plat marked "Landscape Easements", "Landscape Maintenance Access Easements" and/or "Sign Landscape Easements" (all being collectively referred to as "Landscape Easements"). Such Landscape Easements are hereby created and reserved for the use of the Developer, during the Development Period, and the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, lighting, irrigation and other improvements. Except as installed by Developer or installed and maintained by the Association or with the approval of the Architectural Review Committee, no structures or improvements, including without limitation piers, decks, walkways, patios and fences, shall be erected or maintained upon said Landscape Easements.
- REGULATED DRAINAGE EASEMENTS. There are areas of ground on the Plat marked "Regulated Drainage Easements". Such Regulated Drainage Easements are hereby created and reserved: (i) for he use of Developer during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association, the Hancock County Drainage Board for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lot in the Subdivision subject to a Regulated Drainage Easement, including any builder, shall be required to keep the portion of said Regulated Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Hancock County Drainage Board and prior written approval of the Developer or the Association.
- <u>BUILDING LOCATION FRONT, BACK AND SIDE YARD REQUIREMENTS.</u> Building setback lines are established on the Plat. No building shall be erected or maintained between soid setback lines and the front, rear or side lot line (as the case may be) of a Lot. The minimum front yard set back shall be as designated on the Plat. The minimum rear yard setback shall be twenty (20) feet. The minimum side yard setback shall be as shown the Zoning Development Standards defined in Paragraph 7 hereof.
- <u>RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS.</u> All homes shall comply with the Zonng Developmen Standards of Emerald Springs and the Town of McCordsville overlay District in effect as of April 25, 2002 (the "Zoning Development Standards").
- RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof in violation of the Declaration or any home occupation provisions of the applicable zoning ordinance. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction, shall conform to the general architecture and appearance of such residence, and shall be approved by the Architectural Review Committee as set forth in the Declaration. Nothing contained in these plot covenants and restrictions shall limit Developer's right to operate and maintain a sales office as provided in the Declaration.
- ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds, garages or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of c residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.
- <u>TEMPORARY RESIDENCE</u>. No trailer, comper, motor home, truck, shack, tent, boat, recreational vehicle basement or garage may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.
- NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

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- SITE 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 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. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
- <u>WIOLATION.</u> Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any porty successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.
- AMENDMENT. These covenants and restrictions may be amended at any time by a vote of no less than seventy—five percent (75%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in the Subdivision have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and the amendment requirements contained in the Declaration and shall be recorded in the office of the Recorder of Hancock County, Indiana.
- IERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2030, and thereafter they shall continue automatically in effect unless terminated by a vote of no less than ninety percent (90%) of the then Owners of the Lots in the Subdivision; provided, however, that no termination of these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.
- <u>SEVERABILITY.</u> Invalidation of any of the forecoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

Emerald Springs Development, LLC., an Indiana Limited Liability Company

By. Christopher R. White, Member

Centex Homes a Nevada general partnership By: Centex Real Estate Corporation a Nevada Corporation Its: Managing General Partner

McMahon, Division President

TO MATICO A SECTION STREET

WIENED)

STATE OF INDIANA) COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Christopher R. White, Member of Emerald Springs Development, LLC, an Indiana Limited Liability Company, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such company for the uses and purposes hereinabove set forth.

day of Suplember, 2003.

yn Elias

My Commission Expires: Tankaristo 2007

My County of Residence: Management

SS:

STATE OF INDIANA) COUNTY OF MARION)

TAXES CURRENT AS OF 10-10-0 018/016300 Anisa Balli

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMahon, Division president of Centex Homes a Nevada general partnership, By: Centex Real Estate Corportation a Nevada Corporation, Its: Managing General Partner, who acknowledged the execution of this instrument as his voluntary act and deed on behalf of said corporation and general partnership.

Witness my hand and Najgrial Seal this 2 day of Seal 2003.

Notary Tublic any Lyn Elias

My Commission Expires:

the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part of the orthwest Quarter of Section 24, Township 17 North, Range 5 East, in Hancock County, Indiana, more particularly described as

Northwest Quarter of Section 24, Township 17 North, Range 5 East, in Hancock County, Indiana, more particularly described as Collaws:

Commencing at the Southwest corner of said Quarter Section; thence North 87 degrees 07 minutes 25 seconds East along the West line of said Quarter Section o distance of 253.49 (eet; thence North 87 degrees 31 minutes 39 seconds East 25.55 (eet to the POHT) of BEGINNING; thence North 00 degrees 07 minutes 25 seconds East 1.648.04 (feet; thence South 89 degrees 52 minutes 35 seconds East 130.06 (eet; thence South 05 degrees 25 minutes 19 seconds East 110.06 (eet to the point of curvature of 1 curve conceve easterly the radius point of said curve being North 84 degrees 34 minutes 41 seconds East 175.00 (feet from said point; thence southerly along said curve 101.91 (feet to a point on said curve, said point being South 15 degrees 12 minutes 47 seconds West 175.00 (feet from the radius point of said curve being North 55 degrees 29 minutes 175 seconds East 12.10 (feet from said point; thence easterly along said curve 32.81 (feet to the point of targency of curve, said point being South 38 degrees 29 minutes 57 seconds East 51.21 (feet to a point of curvature of a curve concave southeasterly, the radius point of said curve being South 38 degrees 29 minutes 57 seconds East 175.00 (feet from said point; thence easterly along said curve 31.50 (feet to a point on said curve, said point being South 38 degrees 29 minutes 57 seconds West 475.00 (feet from be radius point of said curve being South 38 degrees 90 minutes 42 seconds West 18.68 feet; thence South 80 degrees 06 minutes 40 seconds West 18.69 feet; thence South 00 degrees 07 minutes 25 seconds West 18.69 feet; thence South 80 degrees 06 minutes 81.69 eet; thence South 80 degrees 07 minutes 25 seconds West 18.69 feet; thence South 80 degrees 07 minutes 25 seconds West 18.79 feet; thence South 00 degrees 07 minutes 25 seconds West 18.79 feet; thence South 00 degrees 07 minutes 25 seconds West 18.79 feet; thence South 80 degrees 07 min

This subdivision consists of 32 lots numbered 60–69, 77–30 and 95–112 (all inclusive) and 3 Common Areas labeled C.A. #1 – 1.A. #3 (all inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.

Cross-Reference is hereby made to a survey plat prepared by Gibson Surveying Group recorded as Instrument Number

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plot, and that to the best of my knowledge and belief there has been no change from the matters of the survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 25th day of September

/43530S1A/Legal/Plct-Rev1A eptember 2, 2003 TWF(R) WAB(F)

Dennis D. Dennis D. Olmste Registered Land No. 900012 NO. B 900012 STATE OF WO SURVE IN

DRAINAGE COVENANTS

- (a) "Open channel and tile drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its omendments
- (b) "It shall be the responsibility of the owner of any iou or parcel of land within the area of this plat to comply at all times with the provisions of the crainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Fraineer, and the requirements of all drainage permits for this plat by said Hancock County Drainage Board."
- (c) "The property shall be graded pursuant to the lines construction plan and may not thereafter be changed without the written approval of the Handook County Surveyor, whose decision may be appealed to the Handook County Drainage Board."
- (d) "No crees or shrubs shall be planted, nor arm Hancock County Surveyor and the Hancock Count uctures erected in any drainage easement, unless otherwise approved by the aineer.

(When requested in writing, the abc — ovenant may be waived or modified by the Hancock County Drainage Board for good cause.)

- (e) "Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out filled in, tiled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain these swales as sodded grassways, or 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 or ditches only when appropriate sized culverts are installed as set out in Section 7.1-47 (5) of the Hancock County Subdivision Control Article."
- (f) "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 said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment."

S/Legal/DrawingCovanents

#YOR 5 CERTIFICATE

Dennis D. Olmstead, he he laws of the State of . described in the above car, on the hereon drawn plot detail. Monuments show: construction is complet

that I am a Land Surveyor ag nd I do hereby further certify had that I have subdivided the semi-lat correctly represents said sur-at and all lots will be staked will one shown are in feet and deci-

compliance with surveyed the property ks and lots as shown obdivision in every sys ofter the street thereof.

D. Olm 900012

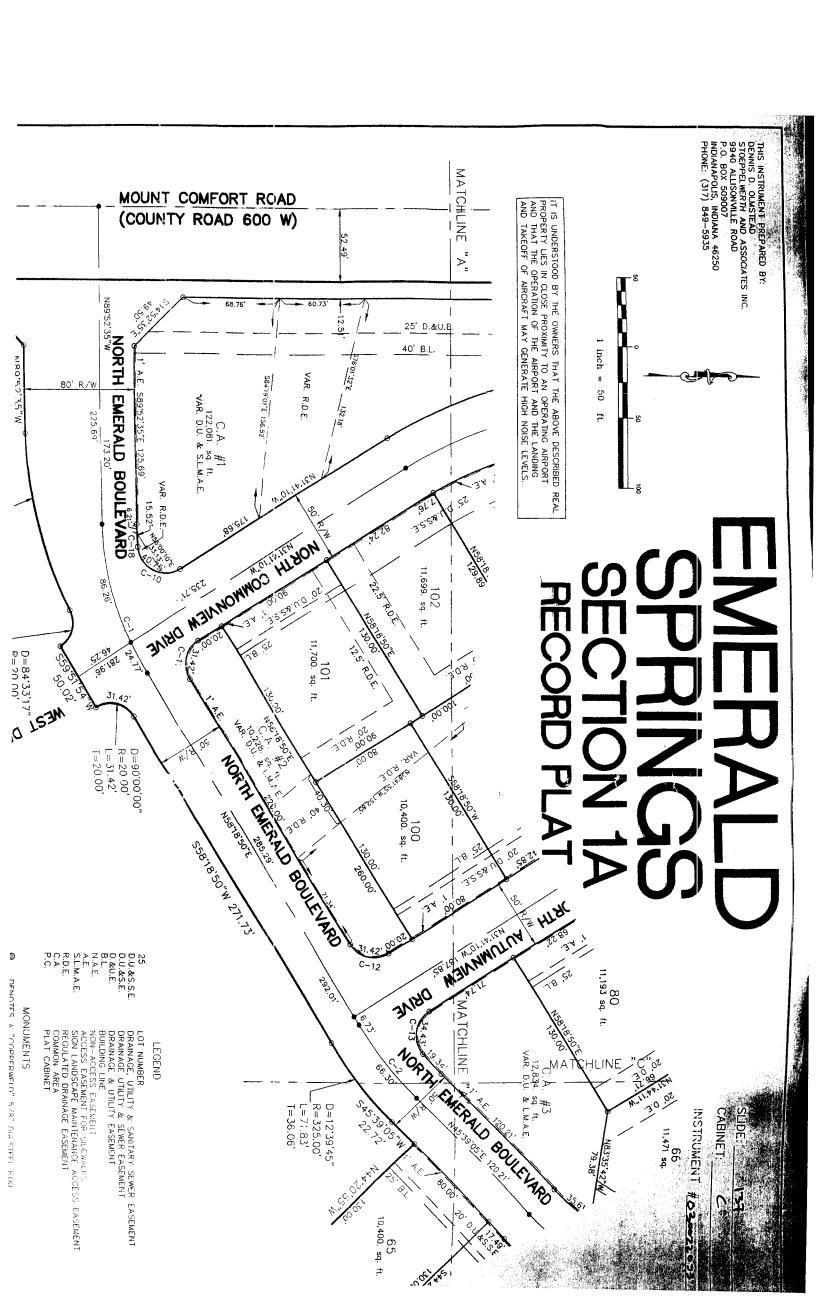
D. OLMS RESISTERED No. 900012 STATE OF SURVE MOIANA

FORMS/SURCERT

CABINET: C
INSTRUMENT # 030022093

COUNTY APPROVAL

HANCOCK COUNTY COMMISSION:	pack County Area Plan Commission
This is to certify that this plot has been approved by the Hand the 6th day of 100 to	the authority provided the
DEED OF DEDICATION	
I, the undersigned Emerald Springs Development, L.L.C., An li Company, owners of the real estate shown and described her plat and subdivide said real estate in accordance with the wi	ein, do hereby lay off,
This subdivision shall be known and designated as Ernerald Spalleys and public open spaces shown and not herefore dedica public.	
Front building setback lines are hereby established as shown and property line of the streets there shall be erected or mostrips of ground shown on this plat and marked "Easement" utilities for the installation of water and sewer mains, poles, facilities subject at all times to the proper authorities and to permanent or other structures are to be erected or maintain of lots in this subdivision shall take their titles subject to the rights of the owners of other lots in this subdivision.	nintained no building or structure. The public are reserved for the use of the publicuts, lines and wires, drainage to the easement herein reserved. Not led upon said strips of land, but own
FORMS/DEED	
Approved by the McCordsville Town Council on 70+200	<u>33</u> .
Marking	
Max Meise President	A STATE OF THE STA
	egg."
CERTIFICATE OF OWNERSHIP State of Indiana)) SS: County of Marion)	March
I. Chris White, do hereby certify that I am the owner of the probove caption and that as such owner I have caused the said surveyed and subdivided as shown on the herein drawn plat, and deed.	above described property to be
This subdivision shall be known and designated as Emerald Spr Hancock County, Indiana.	ings, Section 1A, a subdivision in
Owner	
Emerald Springs Develop An Indiana Limited Liab	
Christopher R. White	Cale gol us
State of Indiana) SS County of Marion) Before me, the undersigned, a Natary Public in and for said Cour Christopher R. White, Emerald Springs Development, L.L.C., and aclinstrument as his voluntary act and deed and affixed his signatur. Witness my signature and seal this 30 day of 2000	knowledged the execution or this
Notal Printed Name	m Elias Lyn Elias
County of Residence: Manim My commission expires: Danuay 30.3009	



INSTRUMENT # 030.22093 MATCHLINE "B" S00'07'25"W 41.69' S89'52'35"E 130.00' 130.00 60 11,079. sq. ft. 85.23 20. 12.5' R.D.E. \$89*52***35***E 130.00 12.5' R.D.E. 00.70 61 11,079. sq. ft. ä 25, S00.07,25"W 589152135″E 130.001 62 89.72 11,302. sq. ft. 587125143**"**E 130, 281 'ω | | 20. 63 13,453. sq. ft. 1 inch = 50 ft.MATCHLINE "A" LEGEND , 25 0.U.&S.S.E. 0.U.&S.E. 0.&U.E. B.L. N.A.E. A.E. S.L.M.A.E. R.D.E. C.A. P.C. LOT NUMBER LOT NUMBER
DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
DRAINAGE UTILITY & SEWER EASEMENT
DRAINAGE & UTILITY EASEMENT
BUILDING LINE
NON-ACCESS EASEMENT
ACCESS EASEMENT FOR SIDEWALKS
SIGN LANDSCAPE MAINTENANCE ACCESS EASEMENT
COMMON AREA
PLAT CABINET MONUMENTS DENOTES A "COPPERWELD" 5/8" DIA STEEL ROD
12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP
HAVIN3 A CUT "X" IN TOP SET FLUSH WITH THE
FINISH STREET SURFACE. (THESE WILL BE SET WHEN
THE FINAL SURFACE IS INSTALLED.) DENOTES A 5/8" DIA. REBAR 30" LONG TO BE SET AT ALL LOT CORNERS. (THESE WILL BE SET UPON COMPLETION OF ALL UTILITIES BEING INSTALLED.)

SLIDE: __

CABINET:

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THIS INSTRUMENT PREPARED BY:
DENNIS D. OLMSTEAD
STOEPPELWERTH AND ASSOCIATES INC.
9940 ALLISONVILLE ROAD
P.O. BOX 509007
INDIANAPOLIS, INDIANA 46250
PHONE: (317) 849-5935

