## EMERALD SPRINGS

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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 decilited 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 Estate 2001, 2003 and recorded on County Indiana, as the same may be amended or supplemented from time to time as therein provided (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 ovenants and restrictions contained herein shall be applicable to the sall Estate to the fullest extent of sall covenants and restrictions contained herein shall be applicable to the sall Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in Declaration.

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

 $\underline{ \text{PUBLIC RIGHT OF WAY}}. \text{ The rights-of-way of the streets as shown on the Plot, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way. } \\$ 

<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 or 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, cobbes 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 crainage 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 Lot 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 1 McCordsville and, during the Development Period, for the use of Developer for access to and installation, epair, removal, replacement, Drainage Easements are hereby created and reserved for the use of the Town 1 McCordsville and, during the Development Period, for the use of Developer for access to and installation, epair, removal, replacement, Drainage Easements and Sanitary Sewer Easement is created and reserved to go on any portion of any Lo UTILITY, DRAINAGE AND SANITARY SEWER EASEMENTS. There are areas of ground on the Plat marked

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, potios and fences, shall be erected or maintained upon said Landscape Easements

REGULATED DR/ LASEMENTS. There are areas of ground on the Plat marked "Regulated Drainage Easements" Suc Regulated Drainage Easements are hereby created and reserved: (i) for the use of Developer using the Development Period for access to and installation, repair or removal of a drainage system by surface drainage or appropriate underground installations, for the Real Estate and adjoin 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 prior written approval of the Developer or the Association n water drainage will County Drainage Board

- BUILDING LOCATION FRONT, BACK AND SIDE YARD REQUIREMENTS. Building setback lines are established the Plat. No building shall be erected or maintained between said 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 Zoning Development 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 provision 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, shell 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 plat novements and restrictions shall limit Developer's right to operate and maintain a sales office as provided in the Declaration.
- LEMPORARY RESIDENCE. No trailer, campe in basement or garage may be used at any time structure of a temporary character be experted. mote nome, truck, ne as a residence, tec. es esidence tent, boat, recreational vehiclery or permanent; nor may an
- NUISANCES, we demestic animals raised for commercial purp and no farm animals or fowt shall or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to 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 an any corner lower than 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 such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
- <u>VIOLATION</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 party 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 SubJivisions 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.
- TERM. 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, 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>ERABILITY.</u> Invalidation of any of the foregoing covenants or restrictions by judgment or court order in no way affect any of the other covenants and restrictions, which shall remain in full force and SEVERABILITY.

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

Ву: \_

Timothy K. McMahan, Division President

STATE OF INDIANA SS COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Christopher R. White, Member of Emerold Springs Development, LLC, an Indiana Limited Liability Company, and acknowledged the execution of purposes hereinabove set forth.

Witness my signature and Notarial Seal this 30th day of Spknber, 2003.

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My Commission Expires: January 20,009

My County of Residence: Morion

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STATE OF INDIANA ) COUNTY OF MARION ) TAXES CURRENT 018 11/6300 سندنه ۵ هندس

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMohon, 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 Notarial Seal this 20 day of 25 (1007) 2003.

My Commission Expires: January 20. 2001

My County of Residence:

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

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of port of the Northwest Quarter of Section 24, Township 17 North, Range 5 East, in Hancock County, Indiana, more particularly described as follows: Commencing at the Southwest corner of said Quarter Section; thence North 00 degrees 07 minutes 25 seconds East along the West degrees 07 minutes 35 seconds East 10.66 feet thence South 87 degrees 37 minutes 35 seconds East 10.66 feet thence South 00 degrees 25 minutes 35 seconds East 10.66 feet to the point of curvature of a curve brone easterly, the racius point of said to a point on said curve being North 34 degrees 32 minutes 47 seconds East 175.00 feet from said point; thence North 00 degrees 42 minutes 47 seconds West 175.00 feet from young acid curve Dialy feet curve; thence North 10 degrees 42 minutes 47 seconds West 175.00 feet from said point; thence North 10 degrees 24 minutes 47 seconds West 175.00 feet from said curve being North 35 degrees 28 minutes 47 seconds West 175.00 feet from said curve being North 55 degrees 28 minutes 47 seconds West 175.00 feet from said point; thence North 10 degrees 42 minutes 47 seconds East 10.00 feet from said point; thence easterly along the radius point of said curve being North 35 degrees 29 minutes 37 seconds East 20.00 feet from said point; thence south seconds East 10.00 feet from said point; thence southeasterly, the radius point of said curve, said point being North 37 degrees 20 minutes 47 seconds East 10.00 feet from said point; thence northeasterly along said curve 11.50 said curve, thence Scuth 37 degrees 50 minutes 47 seconds East 10.00 feet from said point; thence northeasterly along said curve 11.50 said curve, thence Scuth 37 degrees 60 minutes 48 seconds West 175.00 feet from minutes 48 seconds 10 seconds East 10.00 feet minutes 40 seconds East 10.00 feet from said point thence North 76 degrees 45 minutes 40 seconds East 10.00 feet from said point thence North 76 degrees 45 minutes 41 seco

This subdivision consists of 28 lots numbered 53-59, 70-76, 81-94 (all inclusive). The size of lots and width of streets are shown in

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

County, Indiana.

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 plct represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best lines that are common with the new subdivision. Witness my signature this 25th day of September

S/43530S1B/Legal/Plat-Rev1B September 2 2003 TWF(R) WAB(F)

2003

W REGISTERS TO

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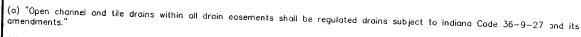
STATE OF

NOIANA OS SURVEY

is D ed Land Surveyor 900012

No.

DRAINAGE COVENANTS



(b) "It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all limes with the provisions of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Hancock County Drainage Board."

(c) "The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board."

(d) "No trees or shrubs shall be planted, nor any structures erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer."

(When requested in writing, the above covenant 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 classical solutions areas must be contained on the property long enough so that said drainage swales or ditches will not be 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 Hancack County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to

S/Legal/DrawingCovanents

## SURVEYOR'S CERTIFICATE

I, Dennis D. Olmstead, 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 I have surveyed the property described in the above caption and that I have subdivided the same into blocks and lots as shown on the hereon drawn plat. This plat correctly represents said survey and subdivision in every detail. Monuments shown will be set and all lots will be staked within 60 days after the street construction is completed. Dimensions shown are in feet and decimal parts thereof.

FORMS/SURCERT

Dennis D Registered Land Surveyor No. 900012 WANTER D. O. MONTH 900012 STATECE WOIAND OR SURVE

SLIDE: \39
CABINET: 
INSTRUMENT # 630022094

COUNTY AF	PRCVAL
HANCOCK COUNTY COMMISSION:	
This is to certify that this plat has been approved the	by the Hancock County Area Plan Commission  , under the authority provided by State of analysis and all sets offerfactory thereto.
DEED OF DEDICATION I, the undersigned Emerald Springs Development , Company, owners of the real estate shown and de plat and subdivide said real estate in accordance of the company of the control of th	L.L.C., An Indiana Limited Liability
This subdivision shall be known and designated as alleys and public open spaces shown and not here: public.	
Front building setback lines are hereby established and property line of the streets there shall be erestrips of ground shown on this plat and marked "Eutilities for the installation of water and sewer mai facilities subject at all times to the proper authori permanent or other structures are to be erected of lots in this subdivision shall take their titles subthe rights of the owners of other lots in this subd	asement" are reserved for the use of the public ns, soles, ducts, lines and wires, drainage ties and to the easement herein reserved. No r maintained upon said strips of land but owners.
FORMS/DEED	
Approved by the McCordsville Town Council on	October 2003
Max Meise	-
President	
CERTIFICATE OF OWNERS State of Indiana )	
County of Hancock )	Some O. Filling
I, Chris White, do hereby certify that I am the owner above caption and that as such owner I have caused surveyed and subdivided as shown on the herein drawand deed.	of the property described in the the said above described property to be wn plat, as my own free and voluntary act
This subdivision shall be known and designated as En Honcock County, Indiana.	neraid Springs, Section 1B, a subdivision in
SARCH SARCH	
Owner Emerald Spring	gs Development, L.L.C.,
An Indiana Lin	itec Liability Company
Christopher R. Member	White Rakine.
State of Indiana ) County of Hancock )	
Before me, the undersigned, a Notary Public in and for s Christopher R. White, Emerald Springs Development, L.L.C. instrument as his voluntary act and deed and affixed his	oid County and State, personally appeared and acknowledged the execution of this signature thereta.
Witness my signature and seal this $30\%$ day of $5$	ptember 2003.
Notes Public Skohan	dynélias 1 Lyn Elias
County of Residence: Manion	
My commission expires Tanany 32,2009	person of the second of the se

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