

PLAT COVENANTS AND RESTRICTIONS

EMERALD SPRINGS

The undersigned, Centex Homes, a Nevada general partnership (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and 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. The subdivision created by the Plat (the "Subdivision") is to be known and designated as part of "Emerald Springs." In addition to the cavenants 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 Stringer 101.

2003 as Instrument No. 2002.09 in the office of the Recorder of Hancock 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 conflict between any of the covenants and restrictions contained in the Declaration. If there is any conflict between 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 given in the Declaration.

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

- <u>HT OF WAY.</u> The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the ereby dedicated to the public for use as a public right-of-way.
- COMMON AREAS. 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.
- Shall not be used for residential home construction.

 <u>UTILITY, DRAINAGE AND SANITARY SEWER FASEMENTS.</u> There are areas of ground on the Plut 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, mainteriance, 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 Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to be unimpeded and will not be changed or altered without a permit from the Drainage Board and prior written approval the Developer or the Association. The Sanitary Sewer Easements are hereby created and reserved for the use of repair, removal, replacement or maintenance of an underground storm and sanitary sewer system. The delineation of limitation on the rights of any entity for whose use any such easement areas on the Plat shall not be deemed a final tot on the rights of any entity for whose use any such easement areas on the Plat shall not be deemed a final table of any entity for whose use any such easement areas on the Plat shall not be deemed a final table of any entity for whose use any such easement areas on the Plat shall not b
- LANDSCAPE EASEMENTS. There are areas 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, or 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 the use of Developer during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage 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 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.
- BUILDING LOCATION FRONT, BACK AND SIDE YARD REQUIREMENTS. Building setback lines are established on 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.
- RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. 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 tot, 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 plat 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 a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Sub-livision or building, as
- <u>TEMPORARY RESIDENCE.</u> No trailer, camper, 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 other 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 or any Lot, nor slanything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.
- 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 a sufficient height to prevent obstruction of such sight lines.

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- <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 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 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, 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 foregoing 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.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this day of personal to 2003.

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

Timothy K. McMahon, Division President

STATE OF INDIANA) COUNTY OF MARION)

×..... 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 Corporation 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 signature and Notarial Seal this 30th day of Sptenber, 2003.

My County of Residence:

My County of Residenc

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EMERALD SPRINGS SECTION 2

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

I. the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part of the Northwest:

Ouarter of Section 24, Township 17 North, Range 5 East, Hancock County, Indiano, more particularly described as follows:

Commencing at the Southwest Quarter of said Quarter Section; thence North 00 degrees 07 minutes 25 seconds East spanial to the South line of said Quarter Section 253.49 feet; thence North 00 degrees 07 minutes 25 seconds East parallel to the South line of said Quarter Section 253.49 feet; thence North 00 degrees 07 minutes 25 seconds East 49.50 feet; thence North 83 degrees 25 minutes 39 seconds East 49.50 feet; thence North 45 degrees 67 minutes 25 seconds East 49.50 feet; thence North 45 degrees 67 minutes 25 seconds East 49.50 feet; thence North 45 degrees 67 minutes 25 seconds East 49.50 feet; thence North 45 degrees 75 minutes 25 seconds East 49.50 feet; thence North 45 degrees 75 minutes 25 seconds East 49.50 feet; thence North 45 degrees 14 minutes 17 second and 15 minutes 25 seconds East 20.00 feet from said curve 15 seconds East 20.00 feet feet from 45 degrees 14 minutes 17 second 81 to 20.00 feet from 36 degrees 14 minutes 27 seconds East 20.00 feet from 36 degrees 14 minutes 27 seconds East 20.00 feet from 36 degrees 14 minutes 27 seconds East 20.00 feet from 36 degrees 14 minutes 27 seconds East 20.00 feet from 36 degrees 25 minutes 30 seconds East 20.00 feet from 36 degrees 14 minutes 50 seconds East 20.00 feet from 36 degrees 41 minutes 50 seconds East 20.00 feet from 36 degrees 41 minutes 50 seconds East 20.00 feet from 36 degrees 41 minutes 50 seconds East 20.00 feet from 37 degrees 41 minutes 50 seconds East 20.00 feet from 37 degrees 41 minutes 50 seconds East 20.00 feet from 37 degrees 41 minutes 50 seconds East 20.00 feet from 40 degrees 20 minutes 50 seconds East 20.00 feet from 40 degrees 20 minutes 50 seconds East 20.00 feet from 40 degrees 20 minutes 50 seconds East 20.00 feet from 40 degrees 20 minutes 50 seconds East 20.00 f

This subdivision consists of 60 lots numbered 1-52, 224-226, 265-269 (all inclusive) and 4 Common Areas labeled 4-5, 7-8 (both 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 **02-2013665**__ in the Office of the Recorder of Hancock 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 plat represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best of my knowledge with the new subdivision. Witness my signature this 25th day of September , 2003.

S: \435330S2\Legal\Sec2--Plat-Rev August 19, 2002 TWF (R) WAB (F)

D. Dennis Olmste istered Land 900012 Surveyor

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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
- (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 times with the provisions of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the 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 sadded grassways, or other non—eroding surfaces. Water from 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."
- ") " Any property owner altering, changing, or damaging these swales or ditches will be held responsible for such action and will e given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock output 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

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 on the hereon drawn plat. This plat correctly represents said survey and subdivision in every construction is completed. Dimensions shown are in feet and decimal parts thereof.

FORMS/SURCERT

1 Dennis D. Olmste Registered Land Surveyor 900012

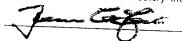


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COUNTY APPROVAL

HANCOCK COUNTY COMMISSION

This is to certify that this plat has been approved by the Hancock County Area Plan Commission the 6th day of 0Ct over 2000, under the authority provided by Chapter 124 Act of 1947 of the General Assembly, State of Indiana and all sets amendatory thereto.



DEED OF DEDICATION

i, the undersigned Centex Homes, a Nevada general partnership, of the andersigned centex rionies, a nevada general partnership, owner of the real estate shown and described herein, do hereby lay off, plot and subdivide said real estate in accordance with the within plot.

This subdivision shall be known and designated as Emerald Springs, Section 2. All streets or public open spaces shown and not herefore dedicated are hereby dedicated to the All streets and

Front building setback lines are hereby established as shown on this plat, between which lines and property line 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 the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No 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.

FORMS/DEED

Approved by the McCords	iville Town Council on 20 clock	en 200 3
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President		TAXE CURRENT
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State of the state	CERTIFICATE OF OWNERSHIP	Mission D. Ciarry

State of Indiana

County of Marion)

I, Timothy K. McMahon, Division president, Centex Homes, a Nevada general partnership, By: Centex Real Estate Corporation, a Nevada Corporation, Its: Managing General Partner, do hereby certify that I am the owner of the property described in the above caption and that as such owner I have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as my own free and voluntary act and deed. This subdivision shall be known and designated as Emerald Springs, Section 2, a subdivision in Hancock County, Indiana.

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State of Indiana State of Indiana)
County of Marion) a Nevada general partnership By: Centex Real Estate Corporation a Nevada Surporation Its: Managing General Partner

Timothy K. McMahon, Division President

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.

Nechand dyn Elias
Printed Name

County of Residence: My commission expires: January 30.3009

SHEET 6 OF 6

