WE, YEAGER REALTY, LLC, OWNERS OF THE HEREIN DESCRIBED REAL ESTATE, HEREBY MAKE, PLAT AND SUBDIVIDE, LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THIS CERTIFIED PLAT, WHICH ADDITION SHALL BE KNOWN AS WITH THIS CERTIFIED PLAT WHICH ADDITION 2B°, AN ADDITION TO THE "SHANHAPOLIS, MARION COUNTY, INDIANA. THAT THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND THAT ALL OF THE LOTS CONTAINED IN THE ABOVE PLAT OR ANY AND THEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS, PORTICION SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS WHICH RESTRICTIONS SHALL BE CONSIDERED AND HEREBY DECLARED TO BE COVENANTS ARE AS FOLLOWS, TO—WIT:

- EASEMENTS
 A.) THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT
 A.) THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT WHICH ARE HEREBY RESERVED FOR SHOWN ON THE PLAT WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR INSTALLATION AND MAINTENANCE OF POLES, MAINS, SEWERS, DRAINS, DUCTS, LINES AND WIRES.
- THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT MARKED "SANITARY SEWER, DRAINAGE AND UTILITY MARKED" (S.S.,D.& U.E.) SHOWN ON THE PLAT WHICH ARE EASFMENT" (S.S.,D.& U.E.) SHOWN ON THE PLAT WHICH ARE HEREBY RESERVED FOR SANITARY SEWER AND PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR INSTALLATION AND MAINTENANCE OF POLES, MAINS, SEWERS, DRAINS, DUCTS, LINES AND WIRES.
- O THE OWNERS OF ALL LOTS IN THIS ADDITION SHALL TAKE TITLE SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES, GOVERNMENTAL AGENCIES, AND THE RIGHTS OF THE OTHER LOT OWNERS IN THIS ADDITION TO SAID EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS IN, ALONG, AND THROUGH THE STRIPS OF GROUND FOR THE PURPOSES HEREIN STATED.
- DEFINITIONS

 (A) SIDE LINE MEANS A LOT BOUNDARY THAT EXILINDS FROM THE ROAD ON WHICH A LOT ABUTS TO THE REAR LINE OF SAID LOT.

 (B) REAK LINE MEANS THE LOT BOUNDARY LINE THAT IS FARTHEST FROM AND SUBSTANTIALLY PARALLEL TO, THE ROAD FARTHEST FROM AND SUBSTANTIALLY PARALLEL TO, THE ROAD ON WHICH THE LOT ABUTS, EXCEPT THAT ON CORNER LOTS, ON WHICH THE LOT ABUTS, EXCEPT THAT ON CORNER LOTS, IT MAY BE DETERMINED FROM EITHER ABUTTING ROAD.

 (C) FRONT YARDS THE FRONT BUILDING SETBACK LINES SHALL NOT BE AS SET FORTH UPON THIS PLAT OF THE DEVELOPMENT.

 (B) AS SET FORTH UPON THIS PLAT OF THE DEVELOPMENT.

 (E) SIDE YARDS THE SIDE YARD SETBACK LINES SHALL NOT BE LESS THAN SIX (6) FEET AND HAVE AN ACGREGATE OF TWILLVE (12) FEET.

 (E) REAR. YARDS REAR SETBACK LINES SHALL BE AT LEAST TWENTY (20) FEET FROM THE REAR LOT LINE.
- NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED ON ANY LOT OTHER THAN AS STATED UNDER THE D—3 ZONING AS SPECIFIED IN THE MARION COUNTY ZONING ORDINANCE AS SMEDIFIED AND PRESENTLY IN EFFECT IN MARION COUNTY, INDIANA. NO MULTI-FAMILY DWELLINGS OR DUPLEXES SHALL BE INDIANA. NO MULTI-FAMILY DWELLINGS OR DUPLEXES SHALL BE ERECTED, PLACED OR PERMITTED ON ANY LOT.
- NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE PROPERTY LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. FOR THE PURPOSES OF THIS COVENANT, EAVES, SILES AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING, PROVIDED HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING OR A LOT TO ENCROACH UPON ANOTHER LOT.
- NO FENCE, WALL HEDGE OR SHRUB PLANTING WHICH ORSTRUCTS SIGHT LINE AT LLEVATIONS BETWEEN TWO AND THE ORSTRUCTS SIGHT LINE AT LLEVATIONS BETWEEN TWO AND THE ANALYS SHALL BE PLACED ON PERMITTED TO FEET ABOVE ROADWAYS SHALL BE PLACED ON PERMITTED TO FEMANIN ON ANY CORNER PROPERTY LINE, AND A LINE CONNECTING FORMED BY THE STREET PROPERTY LINE, AND A LINE CONNECTING FORMED BY THE INTERSECTION OF THE STREET LINES EXTENDED. THE FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE FROM THE INTERSECTION OF A STREET PROPERTY LINE OF A BRIVEWAY PAVEMENT. NO TREE SHALL BE WITH THE EDGE OF A DRIVEWAY PAVEMENT. NO TREE SHALL BE INTERSECTION UNLESS THE FOLIAGE LIFE IS MAINTAINED AT INTERSECTION UNLESS THE FOLIAGE LIFE IS MAINTAINED AT LINES. THE METROPOLITAN DEVELOPMENT, COMMISSION, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO HIGHT, POWER OR AUTHORITY TO AND ASSIGNS SHALL HAVE NO HIGHT, POWER OR AUTHORITY TO AND ASSIGNS SHALL HAVE NO HIGHT, POWER OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION; PROVIDED THAT METROPOLITIAN DEVELOPMENT COMMISSION FROM ENFORCING ANY METROPOLITIAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISION OF THE SUBDIVISION CONTROL ORDINANCE, 58-A0-13, PROVISION OF THE SUBDIVISION CONTROL ORDINANCE, 58-A0-13, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF

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COVENAINT, CONSIDERED THAT THIS S A BUILDING O SHALL NOT I STEPS AND OPEN PURCHES STOLE WAS TO PART OF THE BUILDING, PROVIDED HOWEVER, OT BE CONSTRUED TO PERMIT ANY PORTION OF TO ENCRUACH OPON ANOTHER LOT.

NO FENCE, WALL HEDGE OR SHRUB PLANTING WHICH ORSTRUCTS SIGHT LINE AT ELEVATIONS BETWEEN TWO AND STATIALS OR STRUCTS SIGHT LINE AT ELEVATIONS BETWEEN TWO AND STATIALS OF SHALL BE PLACED OR PERMITTED TO FEET ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED TO FEET FROM ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINE, AND A LINE CONNECTING FORMED BY THE STREET FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE FROM THE INTERSECTION OF A STREET PROPERTY LINE TO FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT. NO TREE SHALL BE WITH THE EDGE OF A DRIVEWAY PAVEMENT. NO TREE SHALL BE WITH THE EDGE OF A DRIVEWAY PAVEMENT. NO TREE SHALL BE WITHIN SUCH DISTANCES OF SUCH PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT

THE METROPOLITAN DEVELOPMENT, COMMISSION, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT, POWER OR AUTHORITY TO AND ASSIGNS SHALL HAVE NO RIGHT, POWER OR AUTHORITY TO ENFORCE ANY COVENANTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED HEREIN OTHER THAN THOSE COVENANTS, RESTRICTIONS OF THE OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE ORTHOPOLITAN DEVELOPMENT COMMISSION; PROVIDED THAT METROPOLITIAN DEVELOPMENT COMMISSION FROM ENFORCING ANY AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT COMMITTEE.

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR STOCKED OF THE OTHER COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. SANTTAR The owner

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THE OWNER OF ANY LOT. DEVELOPER, THEIR SUCCESSORS OR "It shall be ASSIGNS, SHALL HAVE THE RIGHT TO ENFORCE BY A PROCEEDING comply at at LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, OR of Capital COVENANTS IMPOSED BY THESE COVENANTS. BUT ADULTERANT of Capital RESTRICTIONS. NO DELAY OR FAILURE BY ANY PERSON TO IN which I RESTRICTIONS. NO DELAY OR TO INVOKE ANY AVAILABLE recorded, senforce any restrictions or to invoke any AVAILABLE recorded, semendy with respect to a violation or violations Therefor and cyriss shall under any circumstances be deemed or held to be Ai-way, with the second of the restrictions of the Restrictions. In the any violation or violations of the restrictions. In the any violation or violations of the restrictions. In the any violation or violations of the restrictions. In the any restrictions, the owner shall seem it necessary to enforce event that declarant shall seem in necessary to enforce any restrictions. The owner shall pay reasonable any restrictions, the owner shall pay reasonable attorners fees and court costs if declarant shall prevail in shall seem in declarant shall seem in declarant shall pay reasonable attorners.

THE WITHIN COVENANTS, LIMITATIONS AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND RESCONS CLAIMING UNDER THEM. SUCH PROVISIONS SHALL BE IN PERSONS CLAIMING UNDER THEM. SUCH PROVISIONS SHALL BE IN FORCE SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF SUCCESSIVE PERIODS OF THE OWNERS OF THE LOTS IT IS AGREED THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED INVALIBATION OF ANY OF THE COVENANTS BY JUDICIMENT OF COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE DITHER PROVISIONS ORDER SHALL IN NO WAY AFFECT ANY OF THE DITHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ALL THE LANDS IN THE SUBBINISION AND THE USE OF THE LANDS IN THE SUBBINISION BY PRESENT AND FUTURE OWNERS OF IN THE SUBBINISION BY PRESENT AND FUTURE OWNERS OF UCCUPANTIONS OF MAINTAIN OF MAINTAIN OF MAINTAIN THE OFFICE OF MAINTAIN OF THE RECORDER OF MARION COUNTY, INDIANA, WHICH ORLITHERENT INCOMPANIED INTO THIS THALL THE WHICH ORLITHERED INCOMPANIED INTO THIS THALL THE WARREST OF THE WHICH ORLITHERED INCOMPANIED INTO THIS THALL THE WARREST OF THE WARREST O WHICH ORL HEREN INCOMPONIED INTO ₽R R 三

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UNDERSIGNED WHEREOF, ROBERT * 15 T YEAGER, MEMBER BEEN EXECUIED BY THE OF YEAGER REALTY, LLC.

YEAGER REALTY, LLC

YEAGER,

STATE 읶 INDIANA) .__-7

COUNTY OF MARION)

THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED TO ACKNOWLEDGMENTS AND TO ADMINISTER VALUE IN THE STATE OF THE CERTIFY THAT ROBERT K. YEAGER, MEMBER OF YEAGER REALTY, ACKNOWLEDGES THE EXCLUSION OF THIS PAREOCINE INDENTIFIED ACT THIS THE DAY OF THE TREATMENT OF THE THEORY. 1994 5

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2ND AMENDMENT TO ARCHITECTURAL STANDARDS FILE OF RECORD WITH THE DECLARATION OF COVENANTS AND RESTRICTIONS OF

THE MURPHY'S LANDING OWNERSHIP (DECLARATION)[2^{3D} AMENDMENT] (Instrument #96-26710)

with the Marion County Recorder as Instrument No. 94-95628; and WHEREAS, the DECLARATION was first filed by the Declarant, Yeager Realty, LLC

project with the authority to establish Architectural Standards; and of the DECLARATION to approve plan for structures on improved Lots in Murphy's Landing WHEREAS, the Declarant established an Architectural Control Committee per Article 14

through #271 in an area, upon platting, to be known as Section 6), and that part of Shannon Lakes also referred to as Waterford Crossing (Sections 3, an area, upon platting, to be known as Section 4, and Lots #230 through #235 and #263 through #267 in an area, upon platting, to be established Architectural Standards for Shannon Lakes (Sections 1, 2 A & B, 5, and Lots #268 complex by recordation as Instrument No. 96-26710, and known as Section 6), Killarney Hill, and that part of Killarney Hill referred to as Emerald Highlands (Sections 1 and 1A), all platted and to be platted subdivisions in the Murphy's Landing WHEREAS, the Declarant, under the authority of Article 14 of the DECLARATION

Instrument No. 96-26710 contained the following language: WHEREAS, each of the aforesaid Architectural Standards filed as attachments to

when received by an involved lot owner or when recorded, whichever occurs first." The Developer reserves the right to amend the Architectural Standards to be effective

and

WHEREAS, Yeager Realty, LLC, an Indiana Limited Liability Company is still empowered relative to Architectural Standards under Article 14 of the DECLARATION

with AMENDED ARCHITECTURAL STANDARDS, attached for recordation for the subdivisions of the Murphy's Landing project known as Shannon Lakes (Sections 1, 2 A & B, 5, and Lots #268 through #271 in an area, upon platting, to be known as Section 6), and that part of known as Section 4, and Lots #230 through #235 and #263 through #267 in an area, upon platting, to be known as Section 6), Killarney Hill, and that part of Killarney Hill referred to as Shannon Lakes also referred to as Waterford Crossing (Sections 3, an area, upon platting, to be Emerald Highlands (Sections 1 and 1A). NOW, THEREFORE, tenders to the Marion County Recorder this 2nd Amendment

authorized executes this 2nd In Witness Whereof, the undersigned member of Yeager Realty, LLC, being duly Amendment this 12th day of July, 1999.

YEAGER REALTY, LLC

By Moulyn J. Swan
Printed Marilyn J. Duran, Member
07/16/99 112544 MARIN MATIN HARIN CTY RECRUER
Inst # 1999-0135727 Member 雪

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COUNTY OF MARION	STATE OF INDIANA
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who acknowledged the execution of the foregoing "2nd Amendment To Architectural Standards filed of Record with the Declaration of Covenants and Restriction of The Murphy's Landing Ownership", this 12th day of Before me, a Notary Public, in and for said County and State, personally appeared Marilyn J. Duran Afth , by me known to be a Member of Yeager Realty LLC, 1999

My Commission Expires:

Motary Public

County of Residence: Maries

This Instrument Prepared by:
Raymond Good, #7201-49
SCHNORR, GOOD & SCAHILL
144 North Delaware Street Indianapolis, IN 46204-2551 317/264-3636 ±1-YeagerCod Amendment to Architectural Standards

(Printed)

EMERALD HIGHLANDS AT MURPHY'S LANDING (KILLARNEY HILL, SECTION I AND I-A)

ARCHITECTURAL STANDARDS

shall dwellings constructed upon any homesite in this development ll conform to the following restrictions:

- All dwelling exteriors shall have One Hundred (100) p masonry construction on the first floor, except front porches, bay windows, breezeways, and gables. Wood s is allowable on the upper walls of multi-story homes. Period Houses may be submitted for Architectural Approval One Hundred (100) percent Wood siding
- 2 There shall be l be no vinyl or aluminum siding on any dwelling soffits.
- ω rubbish trash or garbage. Antennas, masts, towers, or satellite dishes of any kind will not be permitted on a lot or outside any dwelling, unless first approved by tapproved Builder. No trash or building materials may burned or burled on any lot within the development and lots shall be kept clean at all times during construction. Dumpsters or trash cages shall be used and located on each lot during any construction with all trash and excess materials stored therein. lot shall be used or maintained as a dumping ground for 90 апу the all
- 4 approval. houses, Outside storage buildings are not permitted. etc. may be submitted to the Approved Builder Gazebos, for
- ហ panels are not hain link (including but not limited to galvanized and coated) and wood or wood-simulated fences/privacy permitted.
- Q, and The ground floor living area of all single story dwellings shall contain not less than 2,000 square feet and no two (2) story dwelling shall contain less than 1,200 square feet of living area on the ground floor, provided the total living areas not area shall not be less than 2,400 square feet total (exclusive of open porches harmont-(exclusive of open porches, basements, garages, and other as not considered living area), provided however, that Architectural Control Committee as hereinafter defined comprised may, in its sole discretion, permit a single ry ground floor living area of less than 2,000 square t, but in no event less than 1,800 square feet where the provided however, that

(EMERALD HIGHLANDS - PAGE ONE OF FOUR)

lots elevations and floor plan proposed by the lot owner are determined by the Architectural Control Committee to be particularly suited to the lot and compatible with the tof the development and the adjacent dwellings. All conditions are subject to the zoning covenants in force to the total that the total the that perimeter the existing homesites of Timber Hills. the theme

- -1 attached garage. dwellings shall have at least a t wo (2) car finished,
- œ dwellings shall have crawlspaces or practical. constructed have basements where a "slab" floor. Ali
- 9. Above ground pools are not permitted.
- 10. The minimum roof pitch shall be 8/12.
- اسه است ا each Total side yards are side. 12 feet with a minimum of o, feet On
- 12 homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition snall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period the purchasers of said homesite. (Exception: All lots Emerald Highlands titled to Steven R. Morse Custom Home Any party other than the developer who secures Custom Homes.) title to nT ç
- (J) Mailboxes supplied Ϋ́ shall the developer. Б, standardized according ţ specifications
- Purchaser must submit a complete set of construction plant to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one Purchaser. member of the committee. The plans will be returned to the plans plans
- <u>1</u>5. Front yards are to be seeded and/or sodded; the purchaser, at his expense, agrees to plant in the front yard at least three trees selected from a list to be supplied by the developer.
- o اص No animals, livestock, or poultry of a raised, bred, or kept on any homesite, cats, or other household pets may be k not kept, bred, or maintained for comm or poultry of any kind shall on any homesite, except that o be kept, provided they commercial purposes. ? dogs,

(EMERALD HIGHLANDS - PAGE TWO OF FOUR)

animal so kept shall not be permitted to roam at large within the community and shall be confined to the purchaser's premises.

- 17. No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which become a nuisance or annoyance to the neighborhood. may
- 18 No refuse shall be maintained on any homesite. trash shall be kept in approved containers whi visible from the street, in approved containers which are not reet, except on collection day. Garbage and
- 19 At the pu provided by purchaser's expense, a standardized front yard light be erected on the homesite. Specifications will be the developer.
- 20. Participation in the Homeowner's The assessed dues will be determined bwner's Association determined by the I Association.
- 21. will be established when ninety (90%) of the lots have been deeded from the Approved Builder. Terms and Conditions of the Association will be established at the time the Homeowners Association is formed. These terms and conditions must be in accordance with the terms and conditions of the Murphy's Landing Homeowners Association. Formation of an Emerald Highlands Homeowners Association
- 22. Sidewalks are required on each homesite in the It is the purchaser's responsibility for the coinstallation. ne community.
- 23 masonry. Driveways shall be constructed of concrete, asphalt, and/or
- 24. Panelized construction shall not be permitted.
- ŝ Windows shall be aluminum windows shall be permitted. constructed of wood or clad wood. ö
- 26. All chimney flues must be of similar masonry material house O Hi the
- 27. No signage of any type will be permitted in the yard except for a "For Sale" sign with specifications to be supplied by the Approved Builder. Violation of this sign restriction will result in Fifty Dollars (\$50.00) per day; liquidated damages shall be payable to the Approved Builder until such time as the Homeowners Association owns and is responsible time as the Homeowners Association owns and is responsible for the maintenance of the common areas, at which time, such liquidated damages shall be payable to the said Association. The exception will be the Approved Builder may use signs while in the community with homes under construction.

(EMERALD HIGHLANDS - PAGE THREE OF FOUR)

- 28. used for normal transportation shall not be permitted to remain on any lot. All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within lot setback lines, and must be approved by the Architectural control committee prior to location on the premises. It is Each lot shall be kept in a neat and pleasing manner, with the grass mowed when necessary to maintain a growth of six (6) inches or less at all times. Campers, recreational vehicles or boats of any kind may not be stored or parked any lot outside the main dwelling or garage. Any motor vehicle which is inoperative or unlicensed and not being surroundings present the intention of this restriction to assure that a park-like appearance. lots and parked on
- 29. The lot owner agrees to comply with the developer's established erosion control plan and to take all erosion control measures deemed necessary during land disturbing activity.
- 30. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
- . (1) The developer reserves the right to amend the Architectural Standards, to be effective when received by an involved lot owner or when recorded, whichever occurs first. The developer standards, to

(EMERALD HIGHLANDS - PAGE FOUR OF FOUR)

KILLARNEY HILL AT MURPHY'S LANDING

ARCHITECTURAL STANDARDS

All dwellings constructed upon any homesite in this development shall conform to the following restrictions:

- <u>ا</u> percent masonry construction, windows, breezeways, and or allowable on dwelling exteriors the upper walis shall n, except front porches, gables. Wood siding of multi-story homes. have One Hundred siding (100) s_T
- ? dwelling, shall all be no vinyl or al except for soffits and or aluminum fascia. siding 9 any
- Ψ Landscaping plans addressing satellite dishes less than $24^{\rm m}$ must be submitted to the Architectural Committee for approval prior to the installation of the dish. dishes larger than 24" are Hot permitted.
- ₽. pool houses, and etc. m Architectural Committee for Outside storage buildings are not permitted.
 may be submitte approval. submitted Gazebos, to the
- ហ panels are not permitted. Galvanized chain link (with the exception of vinyl coated chain link) and wood or wood-simulated fences/privacy
- σ, the total With the exception of Kiilarney Hill, Sec 7, the ground floor living area of all dwellings shall contain not less than 1, and no multi-story dwelling shall contain square feet of living area on the ground the total living area shall not be less the contain the total living area shall not be less than 1. garages, total and other areas not considered living area). (exclusive O H open ground floor, less than 2,000 square porches, basements, porches, Sections 5, all single 1,700 square feet in less than 1,200 provided story

In Killarney Hill, Sections 5, 6 and 7, the ground floor living area of all single story dwellings shall contain not less than 2,000 square feet and no multi-story dwelling shall less th basements, ground floor, than 2,200 ground contain less garages, square than 1,400 square feet of living area on the provided the total living area shall not be less square feet total (exclusive of open porches, larages, and other areas not considered living 5 the ground floor less

7 attached All dwellings shall have at garage. least വ two 2 1EO finished,

(KILLARNEY HILL - PAGE ONE OF THREE)

- ... No dwelling shall be constructed on a "slab" All dwellings shall have crawlspaces or have where practical. have basements
- 9. Above ground pools are not permitted.
- 10. The minimum roof pitch shall be 8/12.
- 11. each side Total side yards are 12 feet with a minimum of σ feet g
- 12. Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite.
- 13 Mailboxes shall be standardized specifications supplied by the developer. shall according ď
- 14. plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser. Purchaser must swbmit bı complete set Off construction
- 'n purchaser, at his expense, agrees to plant yard at least one tree selected from a supplied by the developer. Front yards are ö ę p seeded and/or in the fro sodded; front
- 16 raised, bred, or kept on any homesite, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any animal so kept shall not be permitted to roam at large within the community and shall be confined ö animals, the purchaser's premises. livestock, or poultry of any kind shall be
- 17, No trade shall be permitted upon any community, nor shall anything be done t become a nuisance or annoyance to the r neighborhood. thereon which homesite H may the
- 8 No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.

(KILLARNEY HILL - PAGE TWO OF THREE)

19 light shall be erected on the nome will be provided by the developer. At the purchaser's expense, a standard light shall be erected on the homesite. a standardized front yard e homesite. Specifications ****

- 20. Association. Participation mandatory. The state of the st The assessed dues will be determined by H the Homeowner's Association is
- 21. sidewalks are required on each homesite is the purchaser's responsibility installation. in the community. It and
- 22. Driveways shall be constructed of concrete and or/masonry.
- 23. Panelized construction shall not be permitted.
- 24. windows Windows shall be permitted. constructed of vinyl or wood. Ö aluminum
- 23 Dumpsters or trash cages shall be located and used by the builder on each lot at the commencement of any construction. All trash and excess materials are to be stored within the container.
- 26. rne lot owner agrees to comply established erosion control plan a control measures deemed necessary activity. comply with plan and to during with take a Jand the all all erosion disturbing developer's
- 27. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
- 28 The developer reserves the right to amend the Architectural Standards, to be effective when received by an involved lot owner or when recorded, whichever occurs first.

(KILLARNEY HILL - PAGE THREE OF THREE)

SHANNON LAKES AT MURPHY'S LANDING

(SECTIONS H II-A & B, V AND LOTS #268 THROUGH 271 IN SECTION VI)

ARCHITECTURAL STANDARDS

All dwellings cos shall conform to constructed upon any nomesite the following restrictions: H this development

- percent masonry construction, except front porches windows, breezeways, and gables. Wood sidin allowable on the upper walls of multi-story homes. dwelling exteriors snall nave One Human, t front porches, Wood siding siding (100)рау CV I
- 'n dwelling, except for soffits and fascia. shall be o vinyl or aluminum siding 9 any
- ω Landscaping plans addressing satellite dishes less than 24" must be submitted to the Architectural Committee for approval prior to the installation of the dish. Satellite dishes larger than 24.2 are not permitted.
- ***** Outside storage buildings are not permitted. pool houses, and etc. may be submitte pool houses, and etc. n Architectural Committee for approval. submitted Gazebos, to the
- ù Galvanized chain link (with the exception of vinyl coated chain link) and wood or wood-simulated fences/privacy panels are not permitted.
- Q) and no two (2) story dwelling shall contain less than 1,200 square feet of living area on the ground floor, provided the total living area shall not be less than 2,000 square feet total (exclusive of open porches, basements, garages, and other areas not considered living dwellings shall contain not less than ground floor living area ь С a11 1,500 square single story feet
- <u>, 1</u> attached garage. All dwellings shall have at least Ø two (2) car finished,
- œ where slabs are permitted, no dwelling shall be constructed on a "slab" floor. All other dwellings shall have crawlspaces or basements. With the exception of Shannon Lakes, Sections II-B and VI

(SHANNON LAKES - PAGE ONE OF THREE)

- 9. Above ground pools are not permitted.
- 10. The minimum roof pitch shall be 8/12.
- Total side yards are 12 feet with a minimum of each side. ന feet g
- 12 shall establish an option by the developer to repurcl said homesite for cash at the original selling price. developer shall give written notice within ninety days of the expiration of the aforesaid one (1) period to the purchasers of said homesite. Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition this come to repurchase The year (90)
- Mailboxes specifications supplied by the developer. shall De standardized according ç
- }----ĕ |--|2-| |--|2-| Purchaser must submit a complete set of construction plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser. O Hh
- 15. purchaser, at his expense, yard at least one tree supplied by the developer. Front yards are ςţ Ö se seeded and/or se, agrees to plant a selected from a sodded; in the ; the front to be ö
- 9 ö cats, or other nousehold pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any animal so kept shall not be permitted to roam at large within the community and shall be confined raised, bred, animals, the purchaser's livestock, ivestock, or poultry of any kind shall be or kept on any homesite, except that dogs, premises.
- 17. No trade shall be permitted upon any homesite in community, nor shall anything be done thereon which become a nuisance or annoyance to the neighborhood. may
- 18 and not visible from the street, refuse shall be maintained on any homesite. trash shall be kept in approved containers except on collection day. which are Garbage
- 19 At the purchaser's expense, a standard light shall be erected on the homesite. will be provided by the developer. standardized front Specifications yard

(SHANNON LAKES - PAGE TWO OF THREE)

- 20. mandatory. The assessed dues will be determined by Association. is
- 21. Sidewalks are required on each homesite is the purchaser's responsibility installation. in the for the community. cost and 井
- 22 Driveways shall be constructed of concrete and or/masonry.
- 23. Panelized cons Shannon Lakes, construction Sections shall not b II-B and VI. Ö, permitted, except ı,
- 24. Windows shall be constructe windows shall be permitted. be constructed of vinyl or wood. No aluminum
- 25. Dumpsters or trash cages shall be located builder on each lot at the commencement of all trash and excess materials are to be s container. any construction. stored within the and used by
- 26. The lot owner agrees to comply with the established erosion control plan and to take control measures deemed necessary during land activity. developer's disturbing
- 27. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to in violation.
- . 8 The developer reserves the right to amend the Architectural Standards, except for the following items: 1) the home's total minimum living square footage, 2) the exterior brick requirement, and 3) the prohibition of vinyl or aluminum siding. The amendment shall be effective when received by an involved lot owner or when recorded, whichever occurs first.

(SHANNON LAKES - PAGE THREE OF THREE)

WATERFORD CROSSING AT MURPHY'S LANDING

LOTS #230 THROUGH 235 AND #263 THROUGH 267 IV AND IN SECTION VI)

ARCHITECTURAL STANDARDS

All du shall dwellings constructed upon any homesite l conform to the following restrictions: ij this development

- ب All dwelling exteriors shall have fifty (50) percent of the total facade as brick or stone, (exclusive of doors and windows). Wood and vinyl siding are allowable on the remaining area.
- There shall be no aluminum siding on any dwelling.
- w Satellite dishes larger than 24" are not permitted. Landscaping plans addressing satellite dishes less than 24" must be submitted to the Architectural Committee for approval prior to the installation of the dish.
- 4 Outside storage buildings are not permitted. pool houses, and etc. may be submitted pool houses, and etc. may be a Architectural Committee for approval. submitted Gazebos, to the
- 'n Galvanized chain link (with the exception of vinyl coated chain link) and wood or wood-simulated fences/privacy panels are not permitted.
- g area Residences on each homesite are to have a minimum living area of 1,400 square feet exclusive of attached garages, porches, basements, and other areas not considered living
- 7 All dwellings shall have at least garage. ល two o (2) car attached
- 8. Foundations shall be a slab, crawlspace or basement.
- 9. Above ground pools are not permitted.
- 0. Total side yards each side. are L N feet with ΩI minimim O.Fr σ feet 9

(WATERFORD CROSSING - PAGE ONE OF THREE)

- 11. title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite. (Exception: All lots in Waterford Crossing, titled to Greenland Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition Inc., will not apply.)
- 12. Mailboxes sh specifications shall supplied by be standardized the developer according ç
- 13. plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser. Purchaser must submit ա complete set of construction
- 14. purchaser, at his expense, agrees to plant yard at least one tree selected from a supplied by the developer. sodded; the in the front list to be
- 5 are not kept, bred, or maintained for commercial purposes. Any animal so kept shall not be permitted to roam at large within the community and shall be confined raised, bred, or kept on any homesite, excepts, or other household pets may be kept, are not kept, bred, or maintained fi the animals, purchaser's livestock, premises. or poultry of any kind shall be except that provided they dogs
- 16. No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
- 17, No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
- 18 will be provided by the developer. the shall be erected on the homesite. purchaser's standardized front zed front yard Specifications
- 9 mandatory. Association. Participation The assessed dues 11 the Homeowner's determined by the Association

(WATERFORD CROSSING - PAGE TWO OF THREE)

- 0.7 orderalks are required on each homesite It is the purchaser's responsibility installation. in the community.
- 21 masonry. Driveways shall be constructed O Hh concrete and/or
- 22. Panelized construction shall be permitted.
- 23. construction. All trash and excess materials are to be stored within the container. Dumpsters or trash cages shall be located and used by the builder on each lot at the commencement of any
- 24. The lot owner agrees to comply established erosion control plan a control measures deemed necessary activity. comply with plan and to to take all erosion g land disturbing the developer's
- 25 All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
- 26. No residences with identical exteriors on adjacent homesites. are to be located
- 27. The developer reserves the right Architectural Standards, to be effective an involved lot owner or when recorded, first. to be effective when received by

(WATERFORD CROSSING - PAGE THREE OF THREE)

There is the last of the last

FILED OF RECORD WITH THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE MURPHY'S LANDING OWNERSHIP (DECLARATION) --- Power Silst in third (Instrument #96-26710) (Instrument #96-26710)

WHEREAS, the DECLARATION was first filed by the Declarant Yeager Realty LLC with the Marion County Recorder as Institument No. 94-95628; and

WHEREAS, the Declarant established an Architectural Control Committee per Article 14 of the DECLARATION to approve plans for structures on improved Lots in the Murphy's Landing project with the authority to establish Architectural Standards; and

established Architectural Standards for Shannon Lakes (Sections I, II & V). Killurney Hills, Emerald Highlands and Waterford Crossing (Shannon Lakes - Sections III & IV), all platted subdivisions in the Murphy's Landing complex by recordation as Instrument No. 96-26710, and WHEREAS, the Declarant under the authority of Article 14 of the DECLARATION

Instrument No. 96-26710 contained the following language: WHEREAS, each of the aforesaid Architectural Standards filed as attachments to

"The Developer reserves the right to amend the Architectural Standards to be effective when received by an involved lot owner or when recorded, whichever occurs first."

and

WHEREAS, Yeager Realty LLC, an Indiana Limited Liability Company is still empowered relative to Architectural Standards under Article 14 of the DECLARATION.

NOW, THEREFORE, tenders to the Marion County Recorder AMENDED ARCHITECTURAL STANDARDS, attached for recordation for the subdivisions of the Murphy's Landing project known as: Shannon Lakes (Section I, II & V), Killarney Hills, Emerald Highlands and Waterford Crossing (Shannon Lakes – Section III & IV).

In Witness Whereof, the undersigned member of Yeager Realty LLC being duly authorized executes this 1st Amendment this 1st day of May 1998.

YEAGER REALTY LLC

DATE 5-1-99
DATE 5

By Wandy J. Duran, Member "MEMBER"

05/01/90 OR1499H JOAN N. NOVERIL MARJINI CITY RECORDER JSH 39.00 PAGES 15

Inst # 1998-0072565

November 4, 2001	("humership": this <u>lst</u> day of	who acknowledged the execution of the	Marilyn J. Duran	Before me, a Notary Public, in	COUNTY OF MARION)
Notary Public John M. Yeager (Printed) County of Residence: Marion	мау 1998.	who acknowledged the execution of the foregoing "1st Amendment To Architectural Standards of Record with the Declaration of Covenants and Restriction of The Murphy's Landing	by me known to be a Member of Yeager Realty LLC	Before me, a Notary Public, in and for said County and State, personally appeared	

Ins Instrument Prépared by:
Raymond Good, #7201-49
SCHNORR, GOOD & SCAHILL
144 North Delaware Street
Indianapolis, IN 46204-2551
317/264-3636

EMERALD HIGHLANDS AT MURPHY'S LANDING

ARCHITECTURAL STANDARDS

All dwellings constructed upon any homesite in this development shall conform to the following restrictions:

- percent masonry construction on the first floor, except front porches, bay windows, breezeways, and gables. Wood siding is allowable on the upper walls of multi-story homes. Period Houses may be submitted for Architectural Approval. exteriors shall have Hundred (D00)
- 'n There shall be no vinyl or dwelling, except for soffits. õ aluminum siding 9 алу
- u. No lot shall be used or maintained as a dumping ground for rubbish trash or garbage. Antennas, masts, towers, or satellite dishes of any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Approved Builder. No trash or building materials may be burned or buried on any lot within the development and all lots shall be kept clean at all times during construction. Dumpsters shall be used and located on each lot during any construction with all trash and excess materials stored therein.
- 4. approval. Outside storage buildings are not permitted. houses, etc. may be submitted to the Approv Approved Gazebos, azebos, pool Builder for
- ÇT. Chain panels Link are not permitted. wood-simulated fences/privacy
- ō dwellings shall contain not less than 2,000 square feet and no two (2) story dwelling shall contain less than 1,200 square feet of living area on the ground floor, provided the total living area shall not be less than 2,400 square feet total (exclusive of open porches, basements, garages, and other areas not considered living area), provided however, that the Architectural Control committee as hereinafter defined and comprised may, in its sole discretion, permit a single story ground floor living area of less than 2,000 square feet, but in no event less than 1,800 square feet where the elevations and floor

(PAGE ONE OF FOUR)

plan proposed by the lot owner are determined by the Architectural Control Committee to be particularly suited to the lot and compatible with the theme of the development and the adjacent dwellings. All conditions are subject to the zoning covenants in force for lots that perimeter the existing homesites of Timber Hills.

- ? All dwellings shall have at least a two (2) car finished, attached garage.
- œ dwellings shall have crawlspaces or have basements where practical.
- 9. Above ground pools are not permitted.
- 10. The minimum roof pitch shall be 8/12.
- 1 each side Total sideyards are 12 feet with a minimum of 6 feet on
- 12. of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite. (Exception: All lots in Emerald Highlands titled to Steven R. Morse Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition Custom Homes.
- 73· Mailboxes Mailboxes shall be standardized specifications supplied by the developer. according ç
- 14. Purchaser must submit a complete set of construction plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser.
- 占 Front yards are to be purchaser, at his expense, yard at least three trees supplied by the developer. seeded and/or sodded; agrees to plant in the selected from a list t ď front
- 16 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any animal so

(PAGE TWO OF FOUR)

community and shall shall not ad permitted to roam at large w be confined to the purchaser's within premises.

- 17. No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
- 18. No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
- 19. light she will be e purchaser's expense, shall be erected on the provided by the developer a standardized front yard homesite. Specifications
- 20. Participation in the Homeowner's Association is mandatory. The assessed dues will be determined by the Association.
- 21. Formation of an Emerald Highlands Homeowners Association will be established when ninety (90%) of the lots have been deeded from the Approved Builder. Terms and Conditions of the Association will be established at the time the Homeowners Association is formed. These terms and conditions must be in accordance with the terms and conditions of the Murphy's Landing Homeowners Association.
- 22. Sidewalks are required on each homesite in the community. It is the purchaser's responsibility for the cost and installation.
- 23 Driveways shall and/or masonry. be constructed of concrete, asphalt,
- 24. Panelized construction shall not be permitted.
- 25. Windows shall be aluminum shall be constructed of wood or clad wood. windows shall be permitted. Š
- 26 All chimney flues must be of similar masonry material of the
- 27. No signage of any type will be permitted in the yard except for a "For Sale" sign with specifications to be supplied by the Approved Builder. Violation of this sign restriction will result in Fifty Dollars (\$50.00) per day; liquidated damages shall be payable to the Approved Builder until such time as the Homeowners Association owns and is responsible for the maintenance of the common areas, at which time, such liquidated damages shall be payable to the said Association. The exception will be the Approved Builder may use signs while in the community with homes under construction.

(PAGE THREE OF FOUR)

- 28. grass mowed when necessary to maintain a growth of six (6) inches or less at all times. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage. Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation shall not be permitted to remain on any lot. All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within lot setback lines, and must be approved by the Architectural Control Committee prior to location on the premises. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance.
- 29. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
- 30. The developer reserves the right to amend the Architectural Standards, to be effective when received by an involved lot owner or when recorded, whichever occurs first.

(PAGE FOUR OF FOUR)

KILLARNEY HILL AT MURPHY'S LANDING

ARCHITECTURAL STANDARDS

All dwellings constructed upon any homesite in this development shall conform to the following restrictions:

- All dwelling exteriors shall have One Hundred (100) percent masonry construction, except front porches, bay windows, breezeways, and gables. Wood siding is allowable on the upper walls of multi-story homes.
- Ņ There shall be no vinyl or dwelling, except for soffits. or aluminum siding on any
- ω Satellite dishes larger than 24" are not permitted. Landscaping plans addressing satellite dishes less than 24" must be submitted to the Architectural Committee for approval prior to the installation of the dish.
- ۸ Outside storage buildings are not permitted. pool houses, and etc. may be submitted Architectural Committee for approval. Gazebos, to the
- ຸບາ Galvanized chain link and wood or fences/privacy panels are not permitted. wood-simulated
- , The ground floor living area of all single story dwellings shall contain not less than 1,700 square feet and no two (2) story dwelling shall contain less than 1,200 square feet of living area on the ground floor, provided the total living area shall not be less than 2,000 square feet total (exclusive of open porches, basements, garages, and other areas not considered living
- 7, All dwellings shall have at least a two (2) car finished, attached garage.
- ω. No dwelling shall be constructed on a "slab" floor. All dwellings shall have crawlspaces or have basements where practical.
- 9. Above ground pools are not permitted.
- 10. The minimum roof pitch shall be 8/12.

(PAGE ONE OF THREE)

- 1 each side Total sideyards are 12 feet with a minimum of o, feet 9
- ۳. د of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite. Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Fallure to honor this condition
- 13. Mailboxes specifications supplied by the developer. shall рe standardized according ç
- 14. Purchaser must submit a complete set of construction plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser.
- ŗ, purchaser, at his expense, agrees to plant in the front yard at least one tree selected from a list to be supplied by the developer.
- 16 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any animal so kept shall not be permitted to roam at large within the community and shall be confined to the purchaser's premises.
- No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. anything be done thereon wnru-
- 18 No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
- 9 At the purchaser's expense, a standard light shall be erected on the homesite. will be provided by the developer. purchaser's standardized front Specifications
- 20 mandatory. Association. Participation n in the Homeowner's Association The assessed dues will be determined by

(PAGE TWO OF THREE)

- 21. Sidewalks are required on each homesite in the community. It is the purchaser's responsibility for the cost and installation.
- 22. or/masonry. Driveways shall эđ constructed O.F concrete and
- 23. Panelized construction shall not be permitted.
- 24. Windows shall be constructed of vinyl or wood. aluminum windows shall be permitted. ö
- 25. Dumpsters shall be located and used by the builder on each lot at the commencement of any construction. All trash and excess materials are to be stored within the container.
- 26. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
- 27. The developer reserves the right to amend the Architectural Standards, to be effective when received by an involved lot owner or when recorded, whichever occurs first.

(PAGE THREE OF THREE)

SHANNON LAKES AT MURPHY'S LANDING

(SECTIONS I, II, AND V)

ARCHITECTURAL STANDARDS

All dwellings constructed upon any homesite in this development shall conform to the following restrictions:

- percent masonry construction, except front porches, bay windows, breezeways, and gables. Wood siding is allowable on the upper walls of multi-story homes. exteriors shall one Hundred (100)
- N There shall be no vinyl or dwelling, except for soffits. or aluminum siding on any
- w Satellite dishes larger than 24" are not pure Landscaping plans addressing satellite dishes 24" must be submitted to the Architectural Commapproval prior to the installation of the dish hes less than Committee for permitted.
- 4 Outside storage buildings are not permitted. pool houses, and etc. may be submitted pool houses, and etc. may be s Architectural Committee for approval. Gazebos,
- ប Galvanized chain link and wood or fences/privacy panels are not permitted. wood-simulated
- 9 The ground floor living area of all single story dwellings shall contain not less than 1,500 square feet and no two (2) story dwelling shall contain less than 1,200 square feet of living area on the ground floor, provided the total living area shall not be less than 2,000 square feet total (exclusive of open porches, basements, garages, and other areas not considered living
- 7. attached garage. All dwellings shall have at least a two (2) car finished,
- ω. No dwelling shall be constructed on a "slab" floor. All dwellings shall have crawlspaces or have basements where practical.
- 9. Above ground pools are not permitted.
- 10. The minimum roof pitch shall be 8/12.

(PAGE ONE OF THREE)

- 11. Total l sideyards are side. 12 feet with a minimum of ð feet 9
- Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite.
- ű Mailboxes shall be standardized specifications supplied by the developer. Mailboxes shall standardized according ç
- 14. Purchaser must submit a complete set of construction plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser.
- 1 Front yards are to be seeded and/or sodded; purchaser, at his expense, agrees to plant in the yard at least one tree selected from a list t supplied by the developer. ç ; the front
- 16 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial are not kept, bred, or maintained for commercial purposes. Any animal so kept shall not be permitted to roam at large within the community and shall be confined the purchaser's premises.
- 17. No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
- 18. No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
- 19. the he purchaser's expense, a standard t shall be erected on the homesite. be provided by the developer. a standardized front yard homesite. Specifications
- 20. mandatory. Association. Participation The ĺ assessed dues the Homeowner's Association is determined by the

(PAGE TWO OF THREE)

- 21. Sidewalks are required on each homesite in the community. It is the purchaser's responsibility for the cost and installation.
- 22. Driveways or/masonry. shall D D constructed Of. concrete and
- 23. Panelized construction shall not be permitted.
- 24. Windows shall be constructed of vinyl or wood. aluminum windows shall be permitted. ö
- 25 Dumpsters shall be located and used by the builder on each lot at the commencement of any construction. All trash and excess materials are to be stored within the container.
- 26. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
- 27. The developer reserves the right to amend the Architectural Standards, to be effective when received by an involved lot owner or when recorded, whichever occurs first.

(PAGE THREE OF THREE)

WATERFORD CROSSING AT HURPHY'S LANDING

(SHANNON LAKES - SECTIONS III AND IV)

ARCHITECTURAL STANDARDS

All dwellings constructed upon any homesite shall conform to the following restrictions: in this development

- ۳ All dwelling exteriors shall have fifty (50) percent of the total facade as brick or stone, (exclusive of doors and windows). Wood and vinyl siding are allowable on the remaining area.
- 'n There shall be no aluminum siding on any dwelling, except for soffits.
- u Satellite dishes larger than 24" are not permitted. Landscaping plans addressing satellite dishes less than 24" must be submitted to the Architectural Committee for approval prior to the installation of the dish.
- 4 Outside storage buildings are not permitted. pool houses, and etc. may be submitted Architectural Committee for approval. Gazebos, to the
- ហ Galvanized chain link fences/privacy panels are and wood or wood-simulated not permitted.
- è Residences on each homesite are to have a minimum living area of 1,400 square feet exclusive of attached garages, porches, basements, and other areas not considered living
- 7. garage. All dwellings shall have at least a two (2) Car attached
- œ Foundations shall be either a slab P 9 ø crawlspace.
- 9. Above ground pools are not permitted.
- 10 Total sideyards each side. are 2 feet with a minimum OH, av. feet

(PAGE ONE OF THREE)

- a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite. (Exception: All lots in Waterford Crossing, titled to Greenland Homes, Inc., will not apply.)
- 12. Mailboxes she specifications shall all be standardized supplied by the developer. according ď
- μ ω Purchaser must submit a complete set of construction plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser.
- 14. Front yards are to be seeded and/or sodded; the purchaser, at his expense, agrees to plant in the front yard at least one tree selected from a list to be supplied by the developer.
- 5 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any animal so kept shall not be permitted to roam at large within the community and shall be confined to the purchaser's premises.
- 16. No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
- 17. No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
- 18. At the purchaser's expense, a standard light shall be erected on the homesite. will be provided by the developer. standardized front yard omesite. Specifications
- 19 mandatory. Association. Participation The in the Homeowner's Association is assessed dues will be determined by the Association

(PAGE TWO OF THREE)

- 20. Sidewalks are required on each homesite in the community. It is the purchaser's responsibility for the cost and installation.
- 21. Driveways shall masonry. ЭĠ constructed 유 concrete and/or
- 22. Panelized construction shall be permitted.
- 23. Dumpsters or trash cages shall be located and used by the builder on each lot at the commencement of any construction. All trash and excess materials are to be stored within the container.
- 24. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
- 25. No residences with identical exteriors are to be located on adjacent homesites.
- 26 The developer reserves the right to amend the Architectural Standards, to be effective when received by an involved lot owner or when recorded, whichever occurs first.

(PAGE THREE OF THREE)