

Plat D 154 A, B & C
Sheffield Park Section II

ALL INSTRUMENTS SHOWN HEREON WILL EXIST, AND THEIR LOCATION IS ACCURATELY SHOWN, AND THIS PLAT COMPLES WITH PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF EASEMENTS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CERTIFIED THIS

SA

DAY OF August

1998.

PAUL MAURER
REG. LAND SURVEYOR NO. 880006
STATE OF INDIANA

EASEMENTS FOR SHEFFIELD PARK SUBDIVISION - SECTION II

PLAT COVENANTS, RESTRICTIONS AND

The undersigned, Sheffield Park Development Corp., an Indiana Corporation (the "Developer"), owner of the real estate shown and described herein, hereby certifying that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as Sheffield Park - Section II, an addition in Johnson County, Indiana. In addition to the covenants and restrictions hereinafter set forth and contained in this plat, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in that certain "Declaration of Covenants and Restrictions of Sheffield Park Subdivision", recorded on the 20th day of November, 1982, as instrument No. 82025543, in the office of the Recorder of Johnson County, Indiana (the "Declaration"), and to the rights, powers, duties and obligations of the Sheffield Park Homeowners Association, Inc. (the "Homeowners Association") and the Sheffield Park Architectural Control Committee (the "Committee") as set forth in the Declaration. Any covenants or restriction contained in this plat shall govern and control to the extent only of an irreconcilable conflict with any of the covenants and restrictions contained in the Declaration, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. All of the terms, provisions, covenants, conditions and restrictions contained in the Declaration are hereby incorporated herein by reference. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land.

ELD PARK - SECTION

WHITE RIVER TOWNSHIP JOHNSON COUNTY, INDIANA

1. DEDICATION. The streets and sidewalks, if not heretofore dedicated, are hereby dedicated to public use.

2. EASEMENTS: "Drainage and Utility Easement": The strips of ground or areas indicated as "Drainage & Utility Easement" (D. & U. E. or Drainage & Utility Easmt.) are reserved for the use of the Public Utilities, Sheffield Park Homeowners Association, and the City of Greenwood Board of Public Works and Safety, its successors and assigns, to install, inspect, repair, replace, and maintain water and sewer mains, poles, ducts, lines, wires, and drainage facilities, subject at all times to the proper authorities and to the easement herein reserved; no permanent or other structures are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"Access Easement": The strips of ground or areas indicated as "Access Easement" (A. E.) are reserved for the use of the Sheffield Park Homeowners Association for limited access to the Lake Maintenance Easements, said access being limited to that necessary to utilize said Lake Maintenance Easements (defined below); no permanent or other structures are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"Lake Maintenance Easement": The strips of ground or areas indicated as "Lake Maintenance Easement" (L. M. E. or Lake Maint. Easmt.) are reserved for the use of the Sheffield Park Homeowners Association to improve, alter, maintain, dredge, regrade, reconstruct, and/or repair the Lake Area within said Lake Maintenance Easements, and all facilities, improvements and appurtenances thereto, as may be necessary for said Lake Area to properly function, serve and provide its intended storm water retention and related Drainage System or drainage benefits to Forest Hills, together with the Temporary Construction Easement (defined below); no permanent or other structures, except structures approved in accordance and consistent with the provisions of the above referenced Covenants, are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"Landscape Easement": The strips of ground or areas indicated as "Landscape Easement" (L.S.E.) are reserved for the use of the Sheffield Park Homeowners Association for limited access to the Landscape areas within the Building Setback Areas along Morgantown Road and the Entrance Area; said access being limited to that necessary to utilize, maintain, replace, regrade, reconstruct, and/or repair the landscaping, fences, walls, signs, street signs, and other items requiring maintenance within the easement areas. No permanent or other structures (except walls sidewalks, and fences otherwise permitted hereby or by the Homeowners Association) are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

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Associa Jun. 19, 2006 3:23 PM ss to the Landscape areas within the Building Setba (No. 6492 P. 54/57) apply to
Areas along Morgantown Road and the Entrance Area; said access being limited to
that necessary to utilize, maintain, replace, regrade, reconstruct, and/or repair
the landscaping, fences, walls, signs, street signs, and other items requiring
maintenance within the easement areas. No permanent or other structures (except
walls, sidewalks, and fences otherwise permitted hereby or by the Homeowners
Association) are to be created or maintained upon said strips or areas of land;
owners of lots in this subdivision shall take title to their lots subject to said
easement rights.

"Emergency Flood Route Easement": The strips of ground or areas indicated as
Emergency Flood Route Easement" (E.F.R.E.) are reserved for the use of emergency
flood waters to pass through the subdivision.

3. COMMON AREAS. There are portions of ground labeled "COMMON AREA" which, upon
final constructions or provision therefore, shall be conveyed by the Developer
to the Homeowners Association. All Common Areas, including additional Common
Areas at the Developer's option, shall be subject to the applicable covenants and
restrictions contained in the Declaration.

4. STORM DRAINAGE MAINTENANCE. The maintenance of the storm drainage system for
this subdivision by the Homeowners Association shall include but shall not be
limited to the maintenance of all detention areas, inlet structures, open
ditches, pipes, swales, and paved swales. The costs and expenses of such
maintenance of the storm drainage system shall be assessed as part of the general
assessment against the owners of all lots in this subdivision as provided in the
Declaration and shall be secured by a lien against all lots in this subdivision.
Sump pumps, gravity drains and other drains serving individual residences on lots
shall outfall only into drainage swales or storm structures included in the storm
drainage system for the subdivision.

5. DRAINAGE SWALES. Drainage swales (ditches or drainage detention areas) on
dedicated easements are not to be altered, dug out, filled in, filled, or
otherwise changed without the written permission of the Homeowners Association.
Property owners must maintain these swales as sodded grass areas or other non-
eroding surfaces. Water from roofs or parking areas must be contained on the
property long enough so that this drainage swales or ditches will not be damaged
by such water. Any property owner altering, changing, or damaging these drainage
swales or ditches will be held responsible for such action and will be given 10
days notice by certified mail to repair said damage after which time, if no
action is taken, the Homeowners Association will cause said repairs to be
accomplished and the statement for costs of the said repairs will be sent to the
affected property owner for immediate payment and such costs will constitute a
lien on the property owner's lot until paid. Upon the completion of the initial
construction of a residence upon any lot within this development, the building
contractor responsible for such construction shall be required to provide an
Affidavit of Compliance with the requirements of this plat, the Indiana Drainage
Code of 1965 and the applicable Johnson County Ordinances, which Affidavit shall
be submitted to the Committee.

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7. SET-BACKS. Building set-back lines are hereby established as shown on this plat, between which lines and the property lines of the streets no building or structure (except walls and fences to the extent permitted hereby or by the Declaration), shall be erected or maintained. No buildings structures or other improvements shall be erected closer to any side lot line of any lot than 7 feet and the total side yard set-back (both sides) must be at least 18 feet, or closer to any rear lot line of any lot than 20 feet, unless proposed otherwise permitted hereby or by the Declaration. No buildings, structures or other improvements shall be constructed on any part of a lot lying within 30 feet of the top back of any lake unless approved by the committee or the Developer. Where buildings are erected on more than one single lot, the foregoing restrictions shall apply to the combined lots (or parts thereof) as if they were one single lot, and the restrictions applied based on the distances from the buildings structures or other improvements to the adjacent lot lines of the lots adjoining the combined lot.

8. TEMPORARY CONSTRUCTION. No construction shacks or outhouses shall be erected or situated on any lot herein. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the Developer is not satisfied with the appearance of a construction site, after 10 days' notice thereof to the owner of the respective lot the Developer may cause the site to be cleaned and may assess such charges specifically against the owner thereof.

9. PERPETUATION OF DRAINAGE. Any field tile or underground drain which is encountered in construction of any improvements within this subdivision shall be perpetuated and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

10. OBSTRUCTIONS. No wall, hedge or shrub plantings which obstructs sight lines at elevations between 2-1/2 and 10 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 38 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. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No driveway shall be located within 40 feet of the intersection of two street lines.

11. SIDEWALKS. Sidewalks shall be constructed as required by the sidewalk plan approved by the Johnson County Plan Commission, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided, however, that any Common Area sidewalks shall be constructed by the Developer as designated on the final development-sidewalk plan. All sidewalks shall be completed at the same time as the driveway is constructed on the lot by the lot owner. All sidewalks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each lot.

12. SALES OFFICE. To the extent deemed necessary or desirable by Developer, Developer shall be permitted to place sales offices and construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision until 180 days following the sale, closing and deed transfer to a lot owner other than Developer of the last lot in the subdivision.

13. NON-LIABILITY OF DEVELOPER AND COMMITTEE. Notwithstanding any review or approval of plans and specifications submitted by a lot owner, the Developer and Committee shall have no liability for compliance of such plans with these plat restrictions or the Declaration of any applicable code, regulation or law.

14. COVENANTS APPURTENANT TO LAND. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, of which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after fifteen (15) years a majority of the then owners of the lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of change has been recorded; provided, however, that no change or termination of said covenant shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto. Notwithstanding the foregoing, Covenant #4 above and any covenant established for the benefit of the City of Greenwood may not be discontinued by a vote of the owners of the lots in this subdivision.



14. ENFORCEMENT, WAIVER. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver to enforce any covenant herein, thereafter. Notwithstanding the foregoing any violation of these covenants or the Declaration may be waived by a majority of the then owners of the Lots in this subdivision.
JOHNSON COUNTY COMMISSIONERS DO NOT ENFORCE SUBDIVISION COVENANTS.

15. ANNEXATION. Developer hereby reserves the right, from time to time and at any time, to annex any portion of adjacent real estate into Sheffield Park Subdivision. As of the date on which Developer annexes any portion of adjacent real estate into the subdivision (the "Annexed Real Estate"), the Annexed Real Estate shall be deemed to be (for all purposes) included within Sheffield Park Subdivision; all references in these covenants and restrictions or in the Declaration of the "Subdivision" or the "Sheffield Park Subdivision" shall be deemed to include the restrictions or in the Declaration to "Real Estate" shall be deemed to include all parcels of land within the Annexed Real Estate; all references in these covenants and restrictions or in the Declaration to "lots" shall be deemed to include all Lots within the Annexed Real Estate; and all easements created by these covenants and restrictions or in the Declaration shall bind, benefit, burden and run with the Annexed Real Estate. As of the date on which Developer annexes any portion of the adjacent real estate into the subdivision, the owners of the Annexed Real Estate shall be deemed to be (for all purposes) owners of lots within the Sheffield Park Subdivision; all references in these covenants and restrictions or the Declaration to "Owner(s)" shall be deemed to include all owners of Lots within the annexed Real Estate; and all easements created herein shall bind, benefit and burden the owners of Lots within the Annexed Real Estate and the mortgages, grantees, heirs, assigns and successors of such owners, as provided herein.

16. SANITARY SEWERS. Sanitary sewer building connections are to meet the minimum standard of the Board of Public Works and Safety, City of Greenwood, Indiana.

The sanitary sewers, and the connections thereto, shall be used only for and as a sanitary sewer system. No storm water, runoff water, downspouts, footing drains (perimeter drains) or sub-soil drainage shall be connected to the sanitary sewer system. No sump pumps shall be connected to the sanitary sewer system. All sump pumps to be installed on any lot of this development must be connected, via a hard pipe connection, to a defined storm water drainage system in a manner which is acceptable to the City of Greenwood.

Where the sanitary drainage system can discharge into the sewer by gravity flow, the lowest floor elevation where a plumbing fixture or floor drain is installed must be a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection. Where part of the drainage system cannot be discharged to the sewer by gravity flow, this part of the system shall be discharged into a tightly covered and vented sump from which the contents shall be lifted and discharged into the building gravity drainage system a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection.

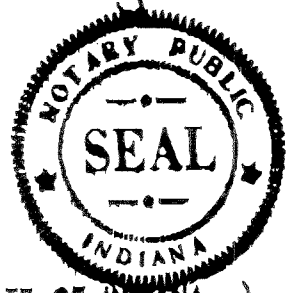
Restriction Prohibiting Occupancy: Notwithstanding the issuance of a sanitary sewer permit or a building permit, no Dwelling Unit constructed on any Lot under such permits shall be occupied or used for residential purposes or human habitation until the on-site and off-site sanitary sewer facilities for Sheffield Park Subdivision have been connected to the City of Greenwood, Indiana's public sanitary sewer system and accepted by the City of Greenwood as part of its public sanitary sewer system.

17. AMENDMENTS AND SUPPLEMENTS. Developer hereby reserves the right, from time to time and at any time, to modify, supplement or amend these easements, covenants and restrictions, without the consent of any owner of party in interest, if Developer records the modification in the Office of the Recorder of Johnson County, Indiana, and the modification is for any one or more of the following purposes: (i) to extend the provisions of these easements, covenants and restrictions to bind and benefit the Annexed Real Estate and the owner(s) of a Lot within the Annexed Real Estate; (ii) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein; or (iii) to change the substance of one or more covenants, conditions, terms or provisions hereof provided that such change (A) does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction.

IN WITNESS WHEREOF, the undersigned, as the owner of the above described real estate, has hereto caused his name to be subscribed this 5th day of August, 1988.

ENTER

SHEFFIELD PARK DEVELOPMENT CORP.



By: J. Greg Allen, President
"Developer"

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STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Greg Allen, President of Sheffield Park Development Corp., an Indiana Corporation, who acknowledged the execution of this instrument as his voluntary act and deed as such officer for and on behalf of Sheffield Park Development Corp., for the uses and purposes therein set forth

Witness my signature and Notary seal this 5th day of August, 1988.

My Commission Expires:
2-2-99

Kimberly J. Hutchinson
Kimberly J. Hutchinson, Notary Public
Resident of Hendricks County

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THIS PLAT IS RECOMMENDED FOR APPROVAL BY THE JOHNSON COUNTY PLAN COMMISSION

Jeffrey A. Colvin
JEFFREY A. COLVIN
PLANNING DIRECTOR

APPROVED BY THE JOHNSON COUNTY PLAN COMMISSION IN ACCORDANCE WITH THE SUBDIVISION CONTROL ORDINANCE.

BY: Ronald Eastburn
RONALD EASTBURN, CHAIRMAN

Rick Chase
RICK CHASE

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OCTOBER 19, 1988.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, JOHNSON COUNTY, INDIANA, THAT THE DEDICATIONS

SHOWN ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS 19TH DAY OF OCTOBER, 1988.

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William F. Walker
WILLIAM F. WALKER, MEMBER

Joseph E. Demart
JOSEPH E. DEMART, MEMBER

A.T. Chappel M.D.
A.T. CHAPPEL, M.D. CHAIRMAN

APPROVED BY THE JOHNSON COUNTY DRAINAGE BOARD AT A MEETING HELD ON OCTOBER 21, 1988.

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