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Subdivision Covenants and Restrictions

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COPPERFIELD SOUTH

THIS DECLARATION, made on the ___ day of ___ , 2002, by CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership, ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in Johnson County, Indiana, which is more particularly described in Exhibit "A" (hereafter "Property") attached hereto and by this reference, made a part hereof, upon which Declarant intends to develop a residential subdivision.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as defined in Article II below) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. The restrictions shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its respective successors entitled to the Property or any part or parts thereof.

ARTICLE I

Name

The subdivision of the Property created by this Declaration shall be known and designated as Copperfield South (hereafter "Subdivision").
ARTICLE II

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.2 "Association" means the COPPERFIELD SOUTH HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

Section 2.3 "Board of Directors" means the Board of Directors of the Association.

Section 2.4 "Builder" means a person or entity engaged in and responsible for the original construction of a residence on a Lot.

Section 2.5 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), (2) Lake Area, as defined below, and (3) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", "Common Area", "C.A.", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. The Common Area to be conveyed to the Association at the time of conveyance of the first Lot to an Owner is described in the Plat (as hereinafter defined).

Section 2.6 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

Section 2.7 "Community Network" shall mean a system of communication and internet connectivity which may include some or all of the Provider Services, and which is achieved through the Technology Infrastructure.

Section 2.8 "Declarant" means the CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership and its successors and assigns.
Section 2.9 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Property.

Section 2.10 "Dwelling Unit" means any single-family residence situated upon a Lot (as hereafter defined).

Section 2.11 "Lake Area(s)" means any Common Area on which a lake now exists or is later constructed by Declarant and "Lake" means a body of water which now exists or is later constructed by Declarant in a Lake Area.

Section 2.12 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.13 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.14 "Plat" means the subdivision plats of the Property, which are recorded with the Recorder of the county in which the Property is located, as the same may be hereafter amended or supplemented pursuant to this Declaration.

Section 2.15 "Provider" shall mean and refer to the entity or entities which provides Provider Services.

Section 2.16 "Provider Services" shall mean, without limitation, television, cable, computer connection and/or internet connection by line, wire, cable, fiber optic, main, duct, pipe conduit, pole, antenna, microwave, satellite dish, or wire or wireless technology.

Section 2.17 "Technology Infrastructure" shall mean and refer to technological devices, hardware, co-axial or other cable, optic fibers, software, lines, wires, mains, ducts, pipe conduits, poles, antennas, microwaves, satellite dishes and/or other wired connections and wireless connections.
ARTICLE III

Property Rights, Easements, and Encroachments

Section 3.1 Owners' Easements of Enjoyment of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and to any Common Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;

(b) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, by any Owner (i) for any period during which any assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing, (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association;

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(e) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(f) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the membership of each class of members of the Association;

(h) If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to such Lot Owner's easement for ingress and egress;
(i) The right of the Declarant to erect any signs (i) advertising the sale of the Property or any Lot and/or (ii) identifying the Subdivision;

(j) The right of the Declarant to install, or cause to be installed, Technology Infrastructure in Common Areas; and

(k) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented.

Section 3.2 Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.3 Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 3.4 General Drainage, Utility, Sewer and Other Development Easement - The following rights and easements reserved in this Section 3.4 shall not be exercised with respect to a Lot, after the conveyance of such Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section 3.4 shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property. The following rights and easements reserved in this Section 3.4 are not intended to permit, and shall not be construed to permit, (i) any Provider to enter any easement reserved in this Section 3.4, or (ii) the Association to install or authorize to be installed, in any easement reserved in this Section 3.4, any Technology Infrastructure or any other equipment, facilities, or installations of any type for the purpose of bringing Provider Services to any Lot, Dwelling Unit, and/or any improvements on a Common Area.
(a) Declarant hereby reserves unto itself, and unto any public or private utility, a general easement ("General Drainage, Utility, and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be installed and maintained all electrical, telephone, water, gas, and sanitary and storm sewer, to serve any Dwelling Unit constructed on the Property. This General Drainage, Utility, and Sewer Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement identified or designated upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area (s) or areas now or hereafter shown on the Plat at a "Block", "Common Area", or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;
(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of the County in which the Property is located.

(c) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

Section 3.5 Declarant’s General Network Easement. The following rights and easements reserved and retained in this Section 3.5 shall not be exercised with respect to a Lot, after the conveyance of such Lot in a manner that (i) unreasonably and absolutely affects any Dwelling Unit or portion thereof located upon such Lot or the Owners use or enjoyment thereof or (ii) unreasonably affects the rights of ingress and egress to such Lot. The Declarant hereby forever reserves, retains, and is granted a blanket, exclusive, perpetual easement over, above, across, under, upon, along, and through the Property and all Lots, Common Areas, and streets located therein (i) for the purpose of owning, installing, maintaining, repairing, replacing, relocating, removing, improving, expanding and otherwise servicing the Community Network and Technology Infrastructure, and any other equipment, facilities, and installations of any type bringing Provider Services to any Lot, Dwelling Unit, and/or any improvements on the Common Area. This General Network Easement may be conveyed, assigned, and transferred by the Declarant, in the Declarant’s sole discretion, without notice or consent of the Association, the Owners, or any other person. The General Network Easement is for the exclusive benefit of the Declarant, and its successors, designees and assigns, and is an appurtenant easement which runs with the Property and all Lots, Common Areas, and streets therein. Only those Providers which receive the Declarant’s explicit written permission shall be permitted within the General Network Easement. The Declarant’s right under this Section 3.5 shall survive beyond the Development Period and exist in perpetuity, and this General Network Easement shall be in addition to any easement identified or designated on a plat.

Section 3.6 Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.7 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on any Plat as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the Association for the common enjoyment of all residents in the Subdivision.
Section 3.8 Designated Drainage, Utility and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof (hereafter collectively “DU&E Easements”), which are hereby reserved to the appropriate governmental entities, public utilities, private utilities and Provider(s) for the installation and maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities, the Community Network and Technology Infrastructure; provided, however, that the only Providers which receive the Declarant’s explicit written permission shall be permitted to be within the DU&E Easements. Purchasers of Lots in this Subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water and which are approved pursuant to Section 6.2 below, shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

Section 3.9 Designated Easements for Landscaping, Mounding, Screening and Signage. Within any strips of ground shown or designated on a Plat as a landscape easement, landscape maintenance easement, landscape maintenance access easement, or by any similar language indicating a landscaping purpose, Declarant hereby reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to (i) erect signs which advertise the Property or availability of Lots, and/or identify the Subdivision and (ii) install landscaping, mounding, walls, and screening. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, signs, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant.
during the Development Period and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, signs, or other improvements shall be erected within the area of any such easements located adjacent to any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant.

Section 3.10 Designated Network Easement. Any strips of ground identified on a Plat as a Network Easement are hereby forever exclusively for the Declarant, and the Declarant’s successors, designees and assigns, for the purpose of installing, maintaining, repairing, replacing, improving, relocating, expanding, removing or otherwise servicing the Technology Infrastructure and Community Network, and any other equipment, facilities, and installations of any type bringing Provider Services to any Lot, Dwelling Unit, and/or any improvements on the Common Areas. Notwithstanding anything in the Declaration to the contrary, no planting, hedges, walls, structures, signs, fences, or any other improvements shall be constructed, placed, or erected within such Designated Network Easement, except by Declarant or as expressly permitted by Declarant in writing. Only those Providers which receive the Declarant’s explicit written permission shall be permitted within the Designated Network Easement. The Declarant’s rights under this Section 3.10 shall survive beyond the Development Period and exist in perpetuity, and may be conveyed, assigned, or transferred by the Declarant, in the Declarant’s sole discretion, without notice to or consent of the Association, Owners, or any other person.

Section 3.11 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

Section 3.12 Easement Work. Notwithstanding any architectural approval under Section 6.2 below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever planted, to any owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.7 and Section 3.8 above.

Section 3.13 No Access. There may be strips of ground designated on the Plat as "no access strips", "no access", "no access easement", "no access esmt", or by other similar language. Vehicular ingress, egress, and traveling and/or the construction of improvements for such ingress, egress and/or traveling, is prohibited on, over, or across any such strips or areas.

Section 3.14 Reservation of Right to Grant Easement. The Declarant hereby reserves the right, in its discretion, to (i) grant easements upon, under, over and across the Property for the benefit of land which is adjacent to the Property and/or (ii) to obtain, for the benefit of the Property, easements upon, under, over and across the real estate which is adjacent to the Property.
ARTICLE IV

Association Membership, Voting Rights, Board of Directors, and Professional Management

Section 4.1 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)""). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B Membership shall cease and be converted to a Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) December 31, 2015; or
(ii) When the total number of votes outstanding in the Class A Membership is equal to the total number of votes outstanding in the Class B Membership; provided, however, that the Class B Membership shall recommence in the event that the Declarant subsequently records a plat of part of or all of the Property and, by virtue thereof, total number of votes outstanding in the Class A Membership is no longer equal to or greater than the total number of votes outstanding in the Class B Membership; or
(iii) The date on which the Class B Member agrees in writing to the cessation and conversion of the Class B membership.

Section 4.3 Board of Directors. The Board of Directors of the Association shall be appointed and/or elected as prescribed by the Association’s Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

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Section 4.4 Professional Management. The Association may, in its sole and subjective discretion, engage or employ a professional manager or management company, possessing experience in the management of homeowners associations, to assist the Board of Directors in the management and administration of the Association. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

Section 4.5 Fulfillment of Commitments. Notwithstanding the cessation of the Class B membership and the turnover of the Association, and notwithstanding the conveyance of any Common Area by the Declarant to the Association, the Declarant reserves the right to enter upon any Lots and/or Common Areas for the purpose of complying with any written or unwritten commitments extended to any municipality or zoning jurisdiction in connection with any zoning approvals, plat approvals, variance approvals, special use or exception approvals, and/or any other approvals granted by such municipality or zoning jurisdiction.

ARTICLE V

Covenant for Maintenance Assessments

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and

(b) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration; and

(c) One Time Assessment for purposes specified below.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys’ fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner’s successors in title unless expressly assumed by them.

Section 5.2 Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the
Association, for the promotion of the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 5.3 Maximum Regular Yearly Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be $150.00 per Lot per year.

(b) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than twenty percent (20%) above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership.

(c) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than twenty percent (20%) above the maximum Regular Yearly Assessment for the previous year, by a vote of two-thirds (%) of the votes entitled to be cast by members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Yearly Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 5.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the approval of two-thirds (%) of the votes entitled to be cast by those members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5 One-time Assessment. Upon the closing of the initial conveyance of each Lot by Declarant, the purchaser of such Lot shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its working capital and start-up fund, an amount of One Hundred Dollars ($100.00), which payment shall be non-refundable and shall not be considered as an advance payment of any assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to Declarant for advances made to pay, expenses of the Association for its early period of operation of the Association and the Property, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board of Directors.
Section 5.6 Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total number of votes entitled to be cast (Class A and Class B votes combined) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.7 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots; provided, however, that the foregoing notwithstanding, (i) with respect to any vacant or unimproved Lots, no assessments shall be due, and (ii) with respect to any Lots held by any individual or entity purchasing a Lot or Lots solely for the purpose of construction of a for-sale Dwelling Unit thereon (a "Builder"), or by the Declarant, only twenty-five percent (25%) of the Regular Yearly Assessments and Special Assessments shall be due, but not until such time as a Dwelling Unit is fully constructed and ready for sale upon such Lot by Declarant or Builder.

Section 5.8 Date of Commencement of Yearly Assessments; Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded Plat on the first day of the first month following the recording of such Plat. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.9 Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs and attorney's fees of preparing and filing the
complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area owned by the Association or abandonment of his Lot.

Section 5.10 Subordination of the Lien to Mortgages; Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VI

Use, Restrictions, and Architectural Control

Section 6.1 Lot Use and Conveyance. All Lots shall be used exclusively for single family residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

Section 6.2 Architectural Control. No building, outbuilding, mailbox, fence, satellite dish, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, until the end of the Development Period, and thereafter by the Board of Directors of the Association. After the Development Period, the Board of Directors may appoint three (3) or more
FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COPPERFIELD SOUTH

THIS FIRST AMENDMENT (hereafter "First Amendment") to the Declaration of
Covenants, Conditions and Restrictions of Copperfield South is made on the 21st day of
November, 2002, by CROSSMANN COMMUNITIES PARTNERSHIP, an
Indiana general partnership ("Declarant");

WITNESSETH:

WHEREAS, on the 6th day of August, 2002, the Declarant caused to be recorded with the
Recorder of Johnson County, Indiana, the Declaration of Covenants, Conditions, and
Restrictions of Copperfield South, as Instrument #2002-025197 (the "Covenants");

WHEREAS, the legal description attached to the Covenants as Exhibit "A" is incorrect;

WHEREAS, it is the purpose of this Amendment to correct the legal description.

NOW, THEREFORE, the Covenants are amended as follows:

1. Substitution of Legal Description. The legal description attached and
incorporated into the Covenants as Exhibit "A" (the "Prior Legal Description") is hereby
replaced and superseded by what is attached hereto and incorporated herein by reference as
Exhibit "A" (the "Correct Legal Description") and, therefore, the Covenants shall not in any
manner apply to or govern the real estate described in the Prior Legal Description but, instead,
shall now apply to the real estate described in the Correct Legal Description and, therefore, (i)
the term "Property" shall hereby mean and refer only to the real estate described in the Correct
Legal Description, and (ii) the Declarant hereby declares that all of the lots located within the
Correct Legal Description, as they are held and shall be held, conveyed, hypothecated, or
encumbered, leased, rented, used, occupied, and improved and subject, in all respects, to the
Covenants.
CROSSMANN COMMUNITIES PARTNERSHIP,
an Indiana general partnership

By: BEAVER HOMES INVESTMENT CORP.,
a Georgia corporation, Member

By: Steven M. Dunn, Regional President

CONSENT TO FIRST AMENDMENT
COPPERFIELD SOUTH HOMEOWNERS
ASSOCIATION, INC.

By: Chamma Skipper, President

STATE OF INDIANA )
) SS:
COUNTY OF MARION )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Steven M. Dunn, the Regional President of Beazer Homes Investment Corp., a Georgia corporation, Member of Crossmann Communities Partnership, an Indiana general partnership, and having been duly sworn, acknowledged execution of this First Amendment to Declaration of Covenants, Conditions and Restrictions of Copperfield South.

Witness my hand and Notarial Seal this 21st day of November, 2002.

My Commission Expires: 5-21-09

Residing in Madison County

Notary Public

Printed Name
STATE OF INDIANA
COUNTY OF MARION

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Chamma Skipper, the President of Copperfield South Homeowners Association, Inc., an Indiana corporation, and having been duly sworn, consented to execution of this First Amendment to Declaration of Covenants, Conditions and Restrictions of Copperfield South.

Witness my hand and Notarial Seal this 7th day of November, 2002.

My Commission Expires: S-21-09
Residing in Madison County

Notary Public
Shirley J. White
Printed Name

Prepared By: Charles D. Frankenberger, NELSON & FRANKENBERGER, 3021 East 98th Street, Suite 220, Indianapolis, Indiana 46280 (317) 844-0106
EXHIBIT “A”  
CORRECT LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 02 DEGREES 12 MINUTES 46 SECONDS WEST (ASSUMED BEARING) ALONG THE EAST LINE; THEREOF 626.14 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 08 DEGREES 47 MINUTES 14 SECONDS WEST 372.67 FEET; THENCE NORTH 02 DEGREES 46 SECONDS WEST 173.78 FEET; THENCE NORTH 02 DEGREES 46 SECONDS WEST 137.42 FEET; THENCE NORTH 02 DEGREES 46 SECONDS WEST 81.04 FEET; THENCE SOUTH 08 DEGREES 46 MINUTES 47 SECONDS WEST 56.26 FEET; THENCE SOUTH 53 DEGREES 24 MINUTES 01 SECOND WEST 100.83 FEET; THENCE SOUTH 02 DEGREES 46 MINUTES 47 SECONDS WEST 202.44 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 54 SECONDS WEST 24.89 FEET; THENCE SOUTH 07 DEGREES 42 MINUTES 54 SECONDS WEST 09.82 FEET; THENCE SOUTH 78 DEGREES 18 MINUTES 11 SECONDS WEST 140.25 FEET; THENCE SOUTH 27 DEGREES 35 MINUTES 54 SECONDS WEST 103.87 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 14 SECONDS WEST 320.29 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES 12 MINUTES 46 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION 725.93 FEET TO THE POINT OF BEGINNING CONTAINING 20.565 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 12 MINUTES 46 SECONDS WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID HALF QUARTER SECTION 40.04 FEET TO THE SOUTHEAST CORNER OF COPPERFIELD SECTION ONE RECORDED IN PLAT BOOK 3, PAGES 1 AND 8 IN THE RECORDS OF THE RECORDER OF JOHNSON COUNTY, INDIANA SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING SOUTH 00 DEGREES 12 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE 580.10 FEET; THENCE NORTH 08 DEGREES 47 MINUTES 14 SECONDS WEST 372.67 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 46 SECONDS WEST 173.78 FEET; THENCE NORTH 02 DEGREES 46 SECONDS WEST 137.42 FEET; THENCE NORTH 02 DEGREES 46 SECONDS WEST 81.04 FEET; THENCE SOUTH 08 DEGREES 46 MINUTES 47 SECONDS WEST 56.26 FEET; THENCE SOUTH 53 DEGREES 24 MINUTES 01 SECOND WEST 100.83 FEET; THENCE SOUTH 02 DEGREES 46 MINUTES 47 SECONDS WEST 202.44 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 54 SECONDS WEST 24.89 FEET; THENCE SOUTH 07 DEGREES 42 MINUTES 54 SECONDS WEST 09.82 FEET; THENCE SOUTH 78 DEGREES 18 MINUTES 11 SECONDS WEST 140.25 FEET; THENCE SOUTH 27 DEGREES 35 MINUTES 54 SECONDS WEST 103.87 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 14 SECONDS WEST 320.29 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE WEST LINE 442.78 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 17 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION 54.72 FEET TO THE SOUTHWEST CORNER OF SAID COPPERFIELD SECTION ONE THE NEXT 8 COURSES FOLLOW THE SOUTHERN BOUNDARY OF LAST SAID SUBDIVISION 1) THENCE NORTH 87 DEGREES 43 MINUTES 46 SECONDS WEST 336.78 FEET TO A CURVE CONCAVE NORTH AND WEST; POINT OF SAID CURVE BEARS NORTH 02 DEGREES 18 MINUTES 12 SECONDS EAST 290.00 FEET; 2) THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 51 MINUTES 37 SECONDS 44.31 FEET; 3) THENCE SOUTH 81 DEGREES 24 MINUTES 13 SECONDS EAST 456.98 FEET TO A CURVE CONCAVE NORTHERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 08 DEGREES 35 MINUTES 49 SECONDS WEST 340.00 FEET; 4) THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 10 DEGREES 51 MINUTES 37 SECONDS 84.48 FEET; 5) THENCE NORTH 87 DEGREES 43 MINUTES 46 SECONDS EAST 456.98 FEET TO THE POINT OF BEGINNING CONTAINING 20.80 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

The above-described Real Estate includes 16.78 acres within the final plat of Copperfield South - Section One, recorded as Instrument Number 2001-038979 in the office of the Recorder of Johnson County, Indiana.
FINAL PLAT OF
COPPERFIELD SOUTH - SECTION
CITY OF GREENWOOD, JOHNSON COUNTY

I, THE Undersigned, do hereby certify that I am a land surveyor, registered in compliance with the laws of the State of Indiana. I do hereby further certify that I have subdivided the following described real estate into blocks and lots as shown on the herein drawn plat, this plat, to the best of my knowledge and belief, correctly represents the subdivision of the aforementioned real estate as surveyed by projects plus on June 17, 1997.

Part of the southwest quarter of section 3, and part of the northwest quarter of section 10, township 13 north, range 4 east of the second principal meridian, Pleasant township, Johnson county, Indiana. Described as follows:

Commencing at the northwest corner of the northwest quarter of said section 10, said point also being the southwest corner of the southwest quarter of said section 3; thence north 00 degrees 17 minutes 48 seconds east (assumed bearing) along the west line of said southwest quarter section 56.75 feet to the southwest corner of Copperfield section one; thence north 87 degrees 43 minutes 48 seconds east 338.78 feet to a curve concave southerly, the radius of said curve bears south 02 degrees 16 minutes 12 seconds east 260.00 feet; 2) thence easterly along said curve through a central angle of 10 degrees 51 minutes 57 seconds 49.31 feet; 3) thence south 81 degrees 24 minutes 15 seconds east 236.63 feet; thence south 08 degrees 35 minutes 45 seconds west 195.00 feet; thence south 81 degrees 24 minutes 15 seconds west 176.64 feet; thence south 08 degrees 35 minutes 45 seconds west 128.60 feet; thence south 69 degrees 58 minutes 56 seconds west 100.81 feet; thence south 52 degrees 06 minutes 16 seconds west 80.19 feet; thence south 61 degrees 38 minutes 28 seconds west 138.34 feet; thence south 42 degrees 08 minutes 37 seconds west 108.60 feet to the point of beginning of this described tract; thence north 53 degrees 24 minutes 01 second east 107.13 feet; thence north 06 degrees 04 minutes 48 seconds east 60.14 feet; thence south 82 degrees 52 minutes 40 seconds west 85.78 feet; thence south 61 degrees 59 minutes 54 seconds east 144.98 feet; thence south 00 degrees 12 minutes 46 seconds west 174.59 feet; thence south 89 degrees 47 minutes 14 seconds west 129.00 feet; thence south 00 degrees 12 minutes 46 seconds west 22.47 feet to a curve concave northwesterly the radius of said curve bears north 89 degrees 47 minutes 14 seconds west 38 feet and

We, the undersigned, the owner(s) of the real estate shown and described, hereby make, layoff, plat and subdivide said real estate in accordance with the herein plat. All of the streets shown on the within plat are to be dedicated to the public for their use and that all lots within the subdivision shall be subject to a declaration of covenants, conditions and restrictions of Copperfield subdivision ("Declaration") as recorded as instrument number 1999011559 on the 14th day of April, 1999 in the office of the recorder of Johnson county, Indiana. The following, and shall be considered and hereby declared to be running with the land.

1.) This subdivision shall be known and designated as "Copperfield South - Section Two "B"

2.) The streets and rights of way shown hereon, subject to construction standards and acceptance, are hereby dedicated to public use, to be owned and maintained by the governmental body having jurisdiction over them.

3.) There are strips of ground, as shown on the plat, marked "landscape easement" (i.e.) which are reserved as easements for use by the copperfield homeowners association, its successors and assigns to maintain the landscape areas, islands, driveway pavement and walls as defined in the declaration of covenants, conditions and restrictions of copperfield subdivision. the Greenwood B.P.W.& S. shall have the right of access to the island area for maintenance and repairs of public facilities.

4.) There are strips of ground as shown on the plat marked "D & U.E." (drainage and utility easement). These strips are reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines, and wires subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structure of any kind are to be erected or maintained upon said strips of ground. Owners of lots in this subdivision shall take their titles subject to the rights of the public utilities and the rights of the owners.


TWO "B"  

BY, INDIANA

THE SANITARY SEWER, AND THE CONNECTION THERETO, SHALL BE USED ONLY OR AND AS A SANITARY SEWER SYSTEM. NO STORM WATER, RUN-OFF WATER, GROWN SPOUTS, 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 IN ANY LOT OF THIS DEVELOPMENT MUST BE INSTALLED VIA A HARD PIPE CONNECTION, TO A DEFINED STORM WATER DRAINAGE SYSTEM IN A MANNER WHICH IS ACCEPTABLE TO THE CITY OF GREENWOOD.

D. NO FENCE, WALL, HEDGE, TREE OR SHRUB PLANTING OR OTHER SIMILAR ITEM WHICH OBSTRUCTS SIGHT LINES AT AN ELEVATION BETWEEN 2.5 AND 8 FEET ABOVE THE STREET SHALL BE PERMITTED TO REMAIN ON ANY LOT WITHIN THE TRAPEZOIDAL AREA FORMED BY A LINE CONNECTING POINTS 25 FEET FROM THE INTERSECTION OF SAID STREET LINES (25 FEET FOR MINOR STREETS AND 50 FEET FOR ARTERIAL STREETS) OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET RIGHT OF WAY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET RIGHT OF WAY LINE AND THE EDGE OF PAVEMENT OF A DRIVEWAY PAVEMENT OR ALLEY LINE. NO DRIVEWAY SHALL BE LOCATED WITHIN 40 FEET OF THE INTERSECTION OF TWO STREET CENTER LINES OR WITHIN 70 FEET FOR CORNER LOTS.

1) DEFINITIONS
A. SIDE LINE — MEANS A LOT BOUNDARY THAT EXTEND FROM THE ROAD ON WHICH A LOT ABUTS TO THE REAR LINE OF SAID LOT.
B. REAR LINE — MEANS THE BOUNDARY LINE THAT IS FARTHEST FROM AND SUBSTANTIALLY PARALLEL TO THE ROAD 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 BE AS SET FORTH UPON THIS PLAT OF THE DEVELOPMENT.
D. CUL-DE-SACS — IF A PARTICULAR LOT ABUTS ON A CUL-DE-SAC, THE FRONT BUILDING SETBACK LINE SHALL BE AS SHOWN ON THE PLAT OF THAT LOT.
E. SIDE YARDS — THE SIDE YARD SETBACK LINES SHALL BE NO LESS THAN THE AGGREGATE OF SIXTEEN (16) FEET, PROVIDED, HOWEVER, NO SIDE YARD SHALL BE LESS THAN EIGHT (8) FEET FROM THE SIDE LINES OF THE LOT.
F. A MINIMUM REAR OF TWENTY (20) FEET SHALL BE PROVIDED

WITNESS MY HAND AND SEAL THIS 4TH DAY OF OCTOBER, 2004

CROSSMANN COMMUNITIES PARTNERSHIP, AN INDIANA GENERAL PARTNERSHIP
BY: BEAVER HOMES INVESTMENT, INC.,
A DELAWARE CORPORATION, GENERAL PARTNER

PRINTED: CHERYL SPENCE
TITLE: LINDA D. MUEHLENTAUBER
INDIANAPOLIS DIVISION

STATE OF INDIANA

COUNTY OF Marion

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHERYL SPENCE, PRESIDENT OF CROSSMANN COMMUNITIES PARTNERSHIP, AN INDIANA PARTNERSHIP THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE WITHIN INSTRUMENT AS HIS/HER VOLUNTARY ACT AND DEED FOR AND THE PURPOSED EXPRESSED HEREIN.

WITNESS MY HAND AND NOTARIAL SEAL THIS 4TH DAY OF OCTOBER, 2004

RESIDENT OF Marion
MY COMMISSION EXPIRES 09-11-2011

NOTARY PUBLIC


CLINTON E. FERGUSON  JANICE A. NIX
DESIGNATED OFFICIAL  RECORDING SECRETARY

ACCEPANCE

WHEREAS, CROSS/MAR, LLC., HAS THIS DAY FILED WITH THE CITY OF GREENWOOD DEDICATIONS OF CERTAIN REAL ESTATE FOR THE PURPOSE OF ESTABLISHING A CITY RIGHT OF WAY, WHICH DEDICATION IS HEREBE ABOVE SET FORTH.

AND WHEREAS, THE CITY OF GREENWOOD, IS OF THE OPINION THAT SAID DEDICATION IS DESIRABLE AND NECESSARY.

IN WITNESS WHEREOF, THIS PLAT IS HEREBY GIVING SECONDARY APPROVAL TO THE CITY OF GREENWOOD, INDIANA, TO-WIT:
THENCE SOUTH 00 DEGREES 12 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE 563.39 FEET TO THE NORTH EAST CORNER OF THE CENTRAL PARK SUBDIVISION THE PLAT WHICH IS RECORDED IN PLAT CABINET "D", PAGE 288 "C" IN THE RECORDS OF THE RECORDERS OFFICE OF JOHNSON COUNTY, INDIANA; THENCE ALONG THE NORTH LINE THEREOF SOUTH 87 DEGREES 55 MINUTES 37 SECONDS WEST 681.91 FEET TO THE SOUTHEAST CORNER OF COPPERFIELD SOUTH SECTION ONE THE PLAT OF WHICH IS RECORDED IN PLAT CABINET "D", PAGE 394 "B", IN THE RECORDS OF THE RECORDERS OFFICE OF JOHNSON COUNTY, INDIANA. THE NEXT TEN (10) COURSES FOLLOW THE EASTERLY LINE THEREOF:(1) THENCE NORTH 00 DEGREES 12 MINUTES 46 SECONDS EAST 224.85 FEET;(2) THENCE NORTH 89 DEGREES 47 MINUTES 14 SECONDS WEST 129.00 FEET;(3) THENCE NORTH 00 DEGREES 12 MINUTES 46 SECONDS EAST 43.62 FEET;(4) THENCE NORTH 89 DEGREES 47 MINUTES 14 SECONDS WEST 190.03 FEET;(5) THENCE NORTH 00 DEGREES 12 MINUTES 46 SECONDS EAST 239.81 FEET;(6) THENCE NORTH 27 DEGREES 35 MINUTES 54 SECONDS WEST 78.84 FEET;(7) THENCE NORTH 73 DEGREES 18 MINUTES 11 SECONDS EAST 145.73 FEET;(8) THENCE NORTH 87 DEGREES 42 MINUTES 50 SECONDS EAST 92.16 FEET;(9) THENCE SOUTH 86 DEGREES 36 MINUTES 44 SECONDS EAST 15.11 FEET:(10) THENCE NORTH 00 DEGREES 12 MINUTES 46 SECONDS EAST 106.89 FEET TO NORTHERN LIMIT OF BEGINNING CONTAINING 14.091 ACRES, MORE OR LESS, SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

THIS SUBDIVISION CONTAINS FORTY FOUR (44) LOTS NUMBERED NINETEEN (19) THROUGH FOURTY FOUR (44) AND NINETY TWO (92) THROUGH ONE HUNDRED NINE (109) AND COMMON AREAS TOGETHER AS SHOWN WITH STREETS AND EASEMENTS ON THE WITHIN PLAT.

ALL MONUMENTS SHOWN, IF NOT EXISTING, WILL EXIST, AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE ACCURATELY SHOWN. THE COMPUTED ERROR OF CLOSURE OF THE BOUNDARY SURVEY IS NOT MORE THAN ONE FOOT IN TEN THOUSAND FEET, AND THIS PLAT COMPLIES WITH THE PROVISIONS OF THE SUBDIVISION ORDNANCE. THE SIZES OF LOTS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.


JEFFREY D. KNARR
REGISTERED LAND SURVEYOR #20100069
STATE OF INDIANA

THIS PLAT IS BASED ON A SURVEY RECORDED IN FILE "E" PAGE A-46 AND A-48 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY. THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY, OR ANY PRIOR SUBDIVISION PLAT CONTAINED THEREIN, ON ANY LINES THAT ARE COMMON WITH THIS SUBDIVISION.

5.) ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL BE PERPETUATED, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965.

6.) DRAINAGE SWALES (DITCHES) ALONG THE ROADWAYS AND WITHIN THE RIGHT OF WAY AND ON DEDICATED EASEMENTS ARE NOT TO BE ALTERED, DUG OUT, FILLED IN, TILED OR CHANGED OTHERWISE WITHOUT THE WRITTEN PERMSSION OF THE GREENWOOD BOARD OF PUBLIC WORKS & SAFETY. PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SODDED GRASSWAYS OR OTHER NON-ERODING SURFACES. WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT SODDED SWALES (DITCHES) WILL NOT BE DAMAGED BY SUCH WATER. DRIVeways MUST BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATE STRUCTURES HAVE BEEN PERMITTED BY THE GREENWOOD BOARD OF PUBLIC WORKS & SAFETY.

7.) ANY PROPERTY OWNER ALTERING, CHANGING, OR FAILING TO MAINTAIN THESE DRAINAGE SWALES (DITCHES) WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN 30 DAYS NOTICE BY CERTIFIED MAIL TO REPAIR SAID DAMAGE, AFTER WHICH TIME IF NO ACTION IS TAKEN BY THE OWNER, THE GREENWOOD B.P.W. & S. WILL CAUSE SUCH REPAIRS TO BE ACCOMPLISHED AND THE COSTS FOR SUCH REPAIRS WILL BE THE BURDEN OF THE OWNER OF THE PROPERTY. FAILURE TO PAY WILL RESULT IN A Lien AGAINST THE PROPERTY.

8.) THE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "SANITARY SEWER, DRAINAGE, AND UTILITY EASEMENT" (S.S., D & U.E.) ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER MAINS, POLES, DUCTS, LINES AND WIRES, AND THE DRAINAGE FACILITIES, SAID STRIPS ALSO RESERVED FOR THE CITY OF GREENWOOD FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER MAINS AND APPURTENANCES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREBIN RESERVED. NO PERMANENT OR OTHER STRUCUTRES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND; BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

9.) WHERE SANITARY DISCHARGE CAN ENTER INTO A PUBLIC OR PRIVATE SANITARY SEWER SYSTEM 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 THE DISCHARGE CANNOT ENTER A SYSTEM BY GRAVITY FLOW THE EFFLUENT SHALL BE DIRECTED INTO A TIGHTLY COVERED AND VENTED SUMP FROM WHICH THE EFFLUENT SHALL BE LIFTED AND DISCHARGED INTO THE SYSTEM A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION.
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 ZONING ORDINANCE 96-3 AND AS SPECIFIED IN THE CITY OF GREENWOOD ZONING ORDINANCE AS AMENDED AND PRESENTLY IN EFFECT IN THE CITY OF GREENWOOD. 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 PURPOSE OF THIS COVENANT, EAVES, STEPS 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 A BUILDING ON A LOT TO ENCROACH UPON ANOTHER LOT.

THE MAIN FLOOR LIVABLE SPACE SHALL HAVE A MINIMUM OF 1200 SQUARE FEET FOR A ONE-STORY HOME AND 900 SQUARE FEET FOR A HOME OF MORE THAN ONE-STORY. A HOME OF MORE THAN ONE STORY SHALL HAVE A MINIMUM TOTAL LIVABLE SPACE OF 1400 SQUARE FEET. LIVABLE SPACE SHALL EXCLUDE GARAGE AND OPEN PORCHES FOR ITS COMPUTATION.

ALL DWELLINGS SHALL HAVE AT LEAST A TWO CAR ATTACHED GARAGE WITH A HARD-SURFACE DRIVEWAY AND PARKING AREA.

INVALIDATION 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.

THE OWNER OF ANY LOT, DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ENFORCE BY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS OR COVENANTS IMPOSED BY THESE COVENANTS, BUT THE UNDERSIGNED SHALL NOT BE LIABLE FOR DAMAGES AS A RESULT OF ANY OF THE RESTRICTIONS, NO DELAY OR FAILURE BY ANY PERSON TO ENFORCE ANY RESTRICTIONS OR TO Invoke ANY AVAILABLE REMEDY WITH RESPECT TO A VIOLATION OR VIOLATIONS THEREOF SHALL UNDER ANY CIRCUMSTANCES BE DEEMED OR HELD TO BE A WAIVER OF THE RIGHT TO DO SO THEREAFTER, OR AS ESTOPPEL TO ASSET ANY RIGHT.

THE WITHIN COVENANTS, LIMITATIONS AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND PERSONS CLAIMING UNDER THEM. SUCH PROVISIONS SHALL BE IN FULL FORCE AND EFFECT FOR A TIME PERIOD OF 25 YEARS FROM THE DATE OF RECORDING, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THE COVENANTS MAY BE MODIFIED IN WHOLE OR IN PART IN THE SAME MANNER AS PROVIDED FOR AMENDMENT OF DECLARATION.

THERE ARE STRIPS OF GROUND MARKED "NO ACCESS DRIVE EASEMENT" (N.A.E.) WHICH RESTRICT ANY AND ALL VEHICULAR TRAFFIC (EXCEPT EMERGENCY VEHICLES FROM ACCESS TO THE PROPERTY ALONG THESE LIMITS.)
WHERE SANITARY DISCHARGE CAN ENTER INTO A PUBLIC OR PRIVATE SANITARY SEWER SYSTEM 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 THE DISCHARGE CANNOT ENTER A SYSTEM BY GRAVITY FLOW THE EFFLUENT SHALL BE DIRECTED INTO A TIGHTLY COVERED AND VENTED SUMP FROM WHICH THE EFFLUENT SHALL BE LIFTED AND DISCHARGED INTO THE SYSTEM A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION. THE SANITARY SEwers, AND THE CONNECTION THERETO, SHALL BE USED ONLY FOR AND AS A SANITARY SEWER SYSTEM. NO STORM WATER, RUN-OFF WATER, DOWN SPOUTS, 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.

RECEIVED AND ACCEPTED THIS __________ DAY OF __________________, 2004

DONNA L. ZELEWSKI
PLEASANT TOWNSHIP ASSESSOR
JOHNSON COUNTY, INDIANA

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BOUNDARY CURVE

\[ \Delta = 105'57'' \]
\[ R = 250.00' \]
\[ L = 49.31' \]
\[ T = 24.73' \]
\[ C.L. = 49.23' \]
\[ CH.BRG = 56'50'13''E \]

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LEGEND

- 33
- 17,200 S.F.
- 20/20
- S.S.D.&U.E.
- D.&U.E.
- B.S.L.
- N.A.E.
- S.E.
- R/W

CURVE "B"

THIS PLAT PREPARED BY GREENWOOD SURVEYING, INC. d.b.a. PRO.