

FIELD PARK - SECT

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 Esmt.) 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. Esmt.) 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.

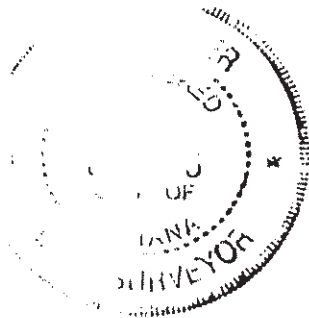
"Emergency Flood Route Easement": The strips of ground or areas indicated as "Emergency Flood Route Easement" (E.F.R.E.) are reserved for the use of emergency flood waters to pass through the subdivision.

Subject to all rights-of-way, easements, and restrictions.

THIS SUBDIVISION CONTAINS FIFTY-SEVEN (57) LOTS NUMBERED TWENTY-SIX (26) THROUGH FIFTY-SEVEN (57), (INCLUSIVE); AND ONE HUNDRED SEVEN (107) THROUGH ONE HUNDRED THIRTY ONE (131), (INCLUSIVE); TOGETHER WITH STREETS, RIGHTS-OF-WAY, AND EASEMENTS AS SHOWN ON THE PLAT HEREWITH.

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

CERTIFIED THIS 5th DAY OF August, 1998.



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

PLAT COVENANTS, RESTRICTIONS AND
EASEMENTS FOR SHEFFIELD PARK SUBDIVISION - SECTION II

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, 1998, as Instrument No. 97026543, 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 conflicting covenant 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.

regrade, reconstruct, strip, or repair 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 Hillis, 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.

"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 across 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.

ION II

6. 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.

7. 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 an 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.

8. 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.

9. 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 35 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.

10. 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.

specifically against the owner thereof.

8. 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.

9. 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 35 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.

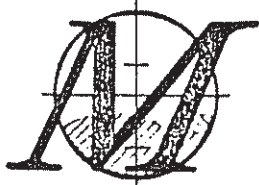
10. SIDEWALKS. Sidewalks shall be constructed as required by the sidewalk plan approved by the Johnson County Plan Commission, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided, however, that any Common Area sidewalks shall be constructed 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.

11. 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.

12. 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.

13. 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, at 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.

Sheet 2 of 3



MAURER & ASSOCIATES, INC.

LAND DEVELOPMENT, SURVEYING, and BUILDER'S SERVICES

* 3425 West County Line Road * Greenwood, IN 46142 *

Ph. (317) 881-3898 * Fax (317) 881-4099