

WE, YEAGER REALTY, LLC, OWNERS OF THE HEREIN DESCRIBED REAL ESTATE, HEREBY MAKE, PLAT AND SUBDIVIDE, LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THIS CERTIFIED PLAT, WHICH ADDITION SHALL BE KNOWN AS "SHANNON LAKES @ MURPHY'S LANDING-SECTION 2B", AN ADDITION TO THE CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA. THAT THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND THAT ALL OF THE LOTS CONTAINED IN THE ABOVE PLAT OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH RESTRICTIONS SHALL BE CONSIDERED AND HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND, WHICH SAID RESTRICTIVE COVENANTS ARE AS FOLLOWS, TO-WIT:

1. EASEMENTS

A.) THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT MARKED "DRAINAGE AND UTILITY EASEMENT" (D. & U.E.) SHOWN ON THE PLAT WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR INSTALLATION AND MAINTENANCE OF POLES, MAINS, SEWERS, DRAINS, DUCTS, LINES AND WIRES.

B.) THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT MARKED "SANITARY SEWER, DRAINAGE AND UTILITY EASEMENT" (S.S., D. & U.E.) SHOWN ON THE PLAT WHICH ARE HEREBY RESERVED FOR SANITARY SEWER AND PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR INSTALLATION AND MAINTENANCE OF POLES, MAINS, SEWERS, DRAINS, DUCTS, LINES AND WIRES.

C.) THE OWNERS OF ALL LOTS IN THIS ADDITION SHALL TAKE TITLE SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES, GOVERNMENTAL AGENCIES, AND THE RIGHTS OF THE OTHER LOT OWNERS IN THIS ADDITION TO SAID EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS IN, ALONG, AND THROUGH THE STRIPS OF GROUND FOR THE PURPOSES HEREIN STATED.

2.

DEFINITIONS

- (A) SIDE LINE - MEANS A LOT BOUNDARY THAT EXTENDS FROM THE ROAD ON WHICH A LOT ABUTS TO THE REAR LINE OF SAID LOT.
- (B) REAR LINE - MEANS THE LOT 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) SIDE YARDS - THE SIDE YARD SETBACK LINES SHALL NOT BE LESS THAN SIX (6) FEET AND HAVE AN AGGREGATE OF TWELVE (12) FEET.
- (E) REAR YARDS - REAR SETBACK LINES SHALL BE AT LEAST TWENTY (20) FEET FROM THE REAR LOT LINE.

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3.

NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED, OR PERMITTED ON ANY LOT OTHER THAN AS STATED UNDER THE D-3 ZONING AS SPECIFIED IN THE MARION COUNTY ZONING ORDINANCE AS AMENDED AND PRESENTLY IN EFFECT IN MARION COUNTY, INDIANA. NO MULTI-FAMILY DWELLINGS OR DUPLEXES SHALL BE ERRECTED, PLACED OR PERMITTED ON ANY LOT.

4.

NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE PROPERTY LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. FOR THE PURPOSES OF THIS COVENANT, EAVES, 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 OR A LOT TO ENCKRACH UPON ANOTHER LOT.

5.

NO FENCE, WALL HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINE AT ELEVATIONS BETWEEN TWO AND ~~THIRTEEN~~ FEET ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINE, AND A LINE CONNECTING THEM AT POINTS 25 FEET FROM THE INTERSECTION OF THE 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 ON A LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTION UNLESS THE FOLIAGE LIFE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

6.

THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT, POWER OR AUTHORITY TO ENFORCE ANY COVENANTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED HEREIN OTHER THAN THOSE COVENANTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION. PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISION OF THE SUBDIVISION CONTROL ORDINANCE, 58-AO-13, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF

COVENANT, EAVES, STEPS AND OTHER PROJECTIONS SHALL BE CONSIDERED AS A PART OF THE BUILDING, PROVIDED HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING OR A LOT TO ENCRUCH UPON ANOTHER LOT.

5. NO FENCE, WALL HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINE AT ELEVATIONS BETWEEN TWO AND ~~SEVEN~~ FEET ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINE, AND A LINE CONNECTING THEM AT POINTS 25 FEET FROM THE INTERSECTION OF THE 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 ON A LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTION UNLESS THE FOLiage LIFE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

6. THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT, POWER OR AUTHORITY TO ENFORCE ANY COVENANTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED HEREIN OTHER THAN THOSE COVENANTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION; PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THAT METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISION OF THE SUBDIVISION CONTROL ORDINANCE, 58-AO-15, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE.

7. 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.

8. THE OWNER OF ANY LOT, DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ENFORCE BY A PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, OR COVENANTS IMPOSED BY THESE COVENANTS, BUT ADULTERANT SHALL NOT BE LIABLE FOR DAMAGES 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 BY THAT PERSON OF THE RIGHT TO DO SO THEREAFTER, OR AS ESTOPPEL OF PERSON TO ASSERT ANY RIGHT AVAILABLE IN AND UPON THE OCCURENCE, RECURRENCE OR CONTINUATION OF ANY VIOLATION OR VIOLATIONS OF THE RESTRICTIONS. IN THE EVENT THAT DECLARANT SHALL SEEM IT NECESSARY TO ENFORCE ANY RESTRICTIONS, THE OWNER SHALL PAY REASONABLE ATTORNEY'S FEES AND COURT COSTS IF DECLARANT SHALL PREVAIL IN SAID LITIGATION.

9. 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 UNTIL JANUARY 1, 2010, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE THE COVENANTS IN WHOLE OR IN PART INVALIDATION OF ANY OF THE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

10. ALL THE LANDS IN THE SUBDIVISION AND THE USE OF THE LANDS IN THE SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE "GENERAL PLAN" FOR COVENANTS, CONDITIONS AND RESTRICTIONS OF MARYBETH'S LANDING RECORDED AS INSTRUMENT NUMBER \_\_\_\_\_ IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, WHICH ORIGINALLY INCORPORATED INTO THIS FINAL PLAT TO THE EXTENT AS IF FULLY SET FORTH HEREIN.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED BY THE UNDERSIGNED, ROBERT K. YEAGER, MEMBER OF YEAGER REALTY, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

YEAGER REALTY, LLC  
*Robert K. Yeager*  
ROBERT K. YEAGER, MEMBER

STATE OF INDIANA )  
COUNTY OF MARION ) ss.

1. THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED TO TAKE ACKNOWLEDGMENTS AND TO ADMINISTER OATHS IN THE STATE OF INDIANA, CERTIFY THAT ROBERT K. YEAGER, MEMBER OF YEAGER REALTY, LLC, ACKNOWLEDGES THE EXECUTION OF THIS INSTRUMENT AS HIS AUTHORIZED AGENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

31.0321726

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**2<sup>ND</sup> AMENDMENT TO ARCHITECTURAL STANDARDS  
FILE OF RECORD WITH THE DECLARATION OF COVENANTS  
AND RESTRICTIONS OF  
THE MURPHY'S LANDING OWNERSHIP (DECLARATION) [2<sup>ND</sup> AMENDMENT]  
(Instrument #96-26710)**

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

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

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

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

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

and

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

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

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

YEAGER REALTY, LLC

By Maibyn J. Duran, Member

Printed: Marilyn J. Duran, Member  
07/16/99 11:25AM MARION COUNTY RECORDER HWT 40.00 PAGES: 15  
Inst # 1999-0135727

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

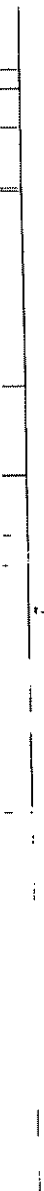
Before me, a Notary Public, in and for said County and State, personally appeared  
Marilyn J. Duran by me known to be a Member of Yeager Realty LLC,

who acknowledged the execution of the foregoing "2nd Amendment To Architectural Standards  
filed of Record with the Declaration of Covenants and Restriction of The Murphy's Landing  
Ownership" this 12th day of July, 1999.

My Commission Expires: *John M. Yeager*  
Notary Public

*11/4/2001*  
*John M. Yeager*  
(Printed)  
County of Residence: *Marion*

This Instrument Prepared by:  
Raymond Good, #7201-49  
SCHNORR, GOOD & SCAPILL  
144 North Delaware Street  
Indianapolis, IN 46204-2551  
317/264-3636  
#1- Yeager/2nd Amendment to Architectural Standards



SECOND AMENDMENT  
JULY 12, 1999

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

ARCHITECTURAL STANDARDS

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

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

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

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

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





SECOND AMENDMENT  
JULY 12, 1999

KILLARNEY HILL AT MORPHY'S LANDING  
ARCHITECTURAL STANDARDS

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

1. All dwelling exteriors shall have One Hundred (100) percent masonry construction, except front porches, bay windows, breezeways, and gables. Wood siding is allowable on the upper walls of multi-story homes.
2. There shall be no vinyl or aluminum siding on any dwelling, except for soffits and fascia.
3. Satellite dishes larger than 24" are not permitted. Landscaping plans addressing satellite dishes less than 24" must be submitted to the Architectural Committee for approval prior to the installation of the dish.
4. Outside storage buildings are not permitted. Gazebos, pool houses, and etc. may be submitted to the Architectural Committee for approval.
5. Galvanized chain link (with the exception of vinyl coated chain link) and wood or wood-simulated fences/privacy panels are not permitted.
6. With the exception of Killarney Hill, Sections 5, 6 and 7, the ground floor living area of all single story dwellings shall contain not less than 1,700 square feet and no multi-story dwelling shall contain less than 1,200 square feet of living area on the ground floor, provided the total living area shall not be less than 2,000 square feet total (exclusive of open porches, basements, garages, and other areas not considered living area).
7. In Killarney Hill, Sections 5, 6 and 7, the ground floor living area of all single story dwellings shall contain not less than 2,000 square feet and no multi-story dwelling shall contain less than 1,400 square feet of living area on the ground floor, provided the total living area shall not be less than 2,200 square feet total (exclusive of open porches, basements, garages, and other areas not considered living area).
7. All dwellings shall have at least a two (2) car finished, attached garage.

(KILLARNEY HILL - PAGE ONE OF THREE)

8. No dwelling shall be constructed on a "slab" floor. All dwellings shall have crawlspaces or have basements where practical.
9. Above ground pools are not permitted.
10. The minimum roof pitch shall be 8/12.
11. Total side yards are 12 feet with a minimum of 6 feet on each side.
12. Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite.
13. Mailboxes shall be standardized according to specifications supplied by the developer.
14. Purchaser must submit a complete set of construction plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser.
15. Front yards are to be seeded and/or sodded; the purchaser, at his expense, agrees to plant in the front yard at least one tree selected from a list to be supplied by the developer.
16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any animal so kept shall not be permitted to roam at large within the community and shall be confined to the purchaser's premises.
17. No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
18. No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.

19. At the purchaser's expense, a standardized front yard light shall be erected on the homeseite. Specifications will be provided by the developer.
20. Participation in the Homeowner's Association is mandatory. The assessed dues will be determined by the Association.
21. Sidewalks are required on each homesite in the community. It is the purchaser's responsibility for the cost and installation.
22. Driveways shall be constructed of concrete and or/masonry.
23. Panelized construction shall not be permitted.
24. Windows shall be constructed of vinyl or wood. No aluminum windows shall be permitted.
25. Dumpsters or trash cages shall be located and used by the builder on each lot at the commencement of any construction. All trash and excess materials are to be stored within the container.
26. The lot owner agrees to comply with the developer's established erosion control plan and to take all erosion control measures deemed necessary during land disturbing activity.
27. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
28. The developer reserves the right to amend the Architectural Standards, to be effective when received by an involved lot owner or when recorded, whichever occurs first.

SECOND AMENDMENT  
JULY 12, 1999

SHANNON LAKES AT MURPHY'S LANDING  
(SECTIONS I, II-A & B, V AND LOTS #268 THROUGH 271 IN SECTION VI)  
ARCHITECTURAL STANDARDS

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

1. All dwelling exteriors shall have One Hundred (100) percent masonry construction, except front porches, bay windows, breezeways, and gables. Wood siding is allowable on the upper walls of multi-story homes.
2. There shall be no vinyl or aluminum siding on any dwelling, except for soffits and fascia.
3. Satellite dishes larger than 24" are not permitted. Landscaping plans addressing satellite dishes less than 24" must be submitted to the Architectural Committee for approval prior to the installation of the dish.
4. Outside storage buildings are not permitted. Gazebos, pool houses, and etc. may be submitted to the Architectural Committee for approval.
5. Galvanized chain link (with the exception of vinyl coated chain link) and wood or wood-simulated fences/privacy panels are not permitted.
6. The ground floor living area of all single story dwellings shall contain not less than 1,500 square feet and no two (2) story dwelling shall contain less than 1,200 square feet of living area on the ground floor, provided the total living area shall not be less than 2,000 square feet total (exclusive of open porches, basements, garages, and other areas not considered living area).
7. All dwellings shall have at least a two (2) car finished, attached garage.
8. With the exception of Shannon Lakes, Sections II-B and VI where slabs are permitted, no dwelling shall be constructed on a "slab" floor. All other dwellings shall have crawlspaces or basements.

9. Above ground pools are not permitted.
10. The minimum roof pitch shall be 8/12.
11. Total side yards are 12 feet with a minimum of 6 feet on each side.
12. Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite.
13. Mailboxes shall be standardized according to specifications supplied by the developer.
14. Purchaser must submit a complete set of construction plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser.
15. Front yards are to be seeded and/or sodded; the purchaser, at his expense, agrees to plant in the front yard at least one tree selected from a list to be supplied by the developer.
16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any animal so kept shall not be permitted to roam at large within the community and shall be confined to the purchaser's premises.
17. No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
18. No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
19. At the purchaser's expense, a standardized front yard light shall be erected on the homesite. Specifications will be provided by the developer.

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



SECOND AMENDMENT  
JULY 12, 1999

WATERFORD CROSSING AT MURPHY'S LANDING

(SHANNON LAKES - SECTIONS III, IV AND  
LOTS #230 THROUGH 235 AND #263 THROUGH 267 IN SECTION VI)

ARCHITECTURAL STANDARDS

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

1. All dwelling exteriors shall have fifty (50) percent of the total facade as brick or stone, (exclusive of doors and windows). Wood and vinyl siding are allowable on the remaining area.
2. There shall be no aluminum siding on any dwelling.
3. Satellite dishes larger than 24" are not permitted. Landscaping plans addressing satellite dishes less than 24" must be submitted to the Architectural Committee for approval prior to the installation of the dish.
4. Outside storage buildings are not permitted. Gazebos, pool houses, and etc. may be submitted to the Architectural Committee for approval.
5. Galvanized chain link (with the exception of vinyl coated chain link) and wood or wood-simulated fences/privacy panels are not permitted.
6. Residences on each homesite are to have a minimum living area of 1,400 square feet exclusive of attached garages, porches, basements, and other areas not considered living area.
7. All dwellings shall have at least a two (2) car attached garage.
8. Foundations shall be a slab, crawlspace or basement.
9. Above ground pools are not permitted.
10. Total side yards are 12 feet with a minimum of 6 feet on each side.

(WATERFORD CROSSING - PAGE ONE OF THREE)



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



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

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1<sup>ST</sup> AMENDMENT TO ARCHITECTURAL STANDARDS  
FILED OF RECORD WITH THE DECLARATION OF COVENANTS  
AND RESTRICTIONS OF  
THE MURPHY'S LANDING OWNERSHIP (DECLARATION)  
(Instrument #96-26710)

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

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

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

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

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

and

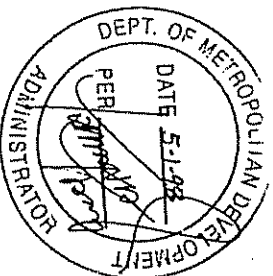
WHEREAS, Yeager Realty LLC, an Indiana Limited Liability Company is still empowered relative to Architectural Standards under Article 14 of the DECLARATION.

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

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

YEAGER REALTY LLC

By: Marilyn J. Duran  
Printed: Marilyn J. Duran, Member  
"MEMBER"



05/01/98 DE4494 JOHN W. ROBERTS, MARION CITY RECORDER JSR 39, 100 PACER 15  
Inst # 1998-0072565

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared  
Marilyn J. Duran by me known to be a Member of Yeager Realty LLC,

who acknowledged the execution of the foregoing "1st Amendment To Architectural Standards  
filed of Record with the Declaration of Covenants and Restriction of The Murphy's Landing  
Ownership", this 1st day of May 1998.

My Commission Expires:

November 4, 2001

  
Notary Public

John M. Yeager

(Printed)

County of Residence: Marion

This Instrument Prepared by:  
Raymond Good, #1201-49  
SCHNORR, GOOD & SCAMILL  
141 North Delaware Street  
Indianapolis, IN 46204-2551  
317/264-3636  
#1: Yeager's Amendment to Architectural Standards

EMERALD HIGHLANDS AT MURPHY'S LANDING  
ARCHITECTURAL STANDARDS

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

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

(PAGE ONE OF FOUR)

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

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

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

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

KILARNEY HILL AT MURPHY'S LANDING  
ARCHITECTURAL STANDARDS

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

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

(PAGE ONE OF THREE)



11. Total sideyards are 12 feet with a minimum of 6 feet on each side.
12. Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite.
13. Mailboxes shall be standardized according to specifications supplied by the developer.
14. Purchaser must submit a complete set of construction plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser.
15. Front yards are to be seeded and/or sodded; the purchaser, at his expense, agrees to plant in the front yard at least one tree selected from a list to be supplied by the developer.
16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any animal so kept shall not be permitted to roam at large within the community and shall be confined to the purchaser's premises.
17. No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
18. No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
19. At the purchaser's expense, a standardized front yard light shall be erected on the homesite. Specifications will be provided by the developer.
20. Participation in the Homeowner's Association is mandatory. The assessed dues will be determined by the Association.

21. Sidewalks are required on each homesite in the community. It is the purchaser's responsibility for the cost and installation.
22. Driveways shall be constructed of concrete and or/masonry.
23. Panelized construction shall not be permitted.
24. Windows shall be constructed of vinyl or wood. No aluminum windows shall be permitted.
25. Dumpsters shall be located and used by the builder on each lot at the commencement of any construction. All trash and excess materials are to be stored within the container.
26. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
27. The developer reserves the right to amend the Architectural Standards, to be effective when received by an involved lot owner or when recorded, whichever occurs first.

SHANNON LAKES AT MURPHY'S LANDING  
(SECTIONS I, II, AND V)  
ARCHITECTURAL STANDARDS

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

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

(PAGE ONE OF THREE)

11. Total sideyards are 12 feet with a minimum of 6 feet on each side.
12. Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite.
13. Mailboxes shall be standardized according to specifications supplied by the developer.
14. Purchaser must submit a complete set of construction plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the purchaser.
15. Front yards are to be seeded and/or sodded; the purchaser, at his expense, agrees to plant in the front yard at least one tree selected from a list to be supplied by the developer.
16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any animal so kept shall not be permitted to roam at large within the community and shall be confined to the purchaser's premises.
17. No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
18. No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
19. At the purchaser's expense, a standardized front yard light shall be erected on the homesite. Specifications will be provided by the developer.
20. Participation in the Homeowner's Association is mandatory. The assessed dues will be determined by the Association.

21. Sidewalks are required on each homestate in the community. It is the purchaser's responsibility for the cost and installation.
22. Driveways shall be constructed of concrete and or/masonry.
23. Panelized construction shall not be permitted.
24. Windows shall be constructed of vinyl or wood. No aluminum windows shall be permitted.
25. Dumpsters shall be located and used by the builder on each lot at the commencement of any construction. All trash and excess materials are to be stored within the container.
26. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
27. The developer reserves the right to amend the Architectural Standards, to be effective when received by an involved lot owner or when recorded, whichever occurs first.

WATERFORD CROSSING AT MURPHY'S LANDING  
(SHANNON LAKES - SECTIONS III AND IV)  
ARCHITECTURAL STANDARDS

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

1. All dwelling exteriors shall have fifty (50) percent of the total facade as brick or stone, (exclusive of doors and windows). Wood and vinyl siding are allowable on the remaining area.
2. There shall be no aluminum siding on any dwelling, except for soffits.
3. Satellite dishes larger than 24" are not permitted. Landscaping plans addressing satellite dishes less than 24" must be submitted to the Architectural Committee for approval prior to the installation of the dish.
4. Outside storage buildings are not permitted. Gazebos, pool houses, and etc. may be submitted to the Architectural Committee for approval.
5. Galvanized chain link and wood or wood-simulated fences/privacy panels are not permitted.
6. Residences on each homestead are to have a minimum living area of 1,400 square feet exclusive of attached garages, porches, basements, and other areas not considered living area.
7. All dwellings shall have at least a two (2) car attached garage.
8. Foundations shall be either a slab or on a crawlspace.
9. Above ground pools are not permitted.
10. Total sideyards are 12 feet with a minimum of 6 feet on each side.

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

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