

COPY

ORIGINAL

DECLARATION OF COVENANTS AND RESTRICTION
FOR DEER CROSSING AT GEIST

THIS DECLARATION is made this 28TH day of AUG 2001, by Cross/Cord, LLC, an Indiana limited liability company (hereinafter referred to as the "Developer").

WHEREAS, the Developer is the owner of the real estate comprising 17.070 acres, more or less, more particularly described in this plat on which this Declaration is printed (hereinafter "Real Estate");

WHEREAS, the real estate comprising 68.16 acres, more or less, more completely described in what is attached hereto and incorporated, herein by reference as Exhibit "A" shall hereafter be referred to as the "Additional Real Estate";

WHEREAS, Developer desires to subdivide and develop such portions (or all) of the Additional Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided;

WHEREAS, the term "Development" shall hereafter mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time been subjected and at anytime subject to this Declaration; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof.

NOW, THEREFORE, the Developer declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be furtherance of a plan for the improvement and sale of sold lots and agreed to be in furtherance of a plan for the improvement and sale of said lots and land in the Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any rights, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any estate in the Development.

As of the date of execution hereof, the Development consists only of the Real Estate. Developer shall have, and hereby reserve the rights, at any time, and from time to time, to add to the Development and subject to this Declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Development and therefore and thereby becomes a part of the Development and subject in all respects to this Declaration and all rights, obligations, and privileges herein, when Developer places of record with the County in which the Development is located an instrument so declaring the same to be part of the Development, which supplementary declaration (hereinafter "Supplementary Declaration") may be as part of a subdivision plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Declaration. Such Supplementary Declaration may contain modifications hereto and additional terms, conditions, restrictions, maintenance obligations, and assessments as may be necessary to reflect the different character, if any, of the Additional Real Estate.

Upon recording of any such instrument, the real estate described therein shall, for all purposes, thereafter be deemed as part of the Development and the owners of any lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of owners of lots within the Development. No single exercise of Developer's right and option to add and expand the Development as to any part or parts of the Additional Real Estate, shall preclude Developer from thereafter from time to time further expanding and adding to the Development to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Developer from time to time as to all or any portions of Additional Real Estate. Such expansion of the Development is entirely at the discretion of the Developer and nothing contained in this Declaration or otherwise shall require Developer to expand the Development beyond the Real Estate, or to any portions of the Additional Real Estate which Developer may voluntarily and in its sole discretion from time to time subject to this Declaration.

1. There shall be, and there is hereby created and established the "Development Control Committee" (hereinafter referred to as the "Committee") to perform the functions provided to be performed by it hereunder or under the provisions of the within plats of the Development. Three (3) members appointed by the Developer, or their duly authorized successors appointed by the Developer, shall constitute the Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve

or disapprove the building plans, specifications and plot plans, or designate a successor with like authority. In the event the remaining members are unable to designate a representative with like authority, then a new member of the Committee shall be elected by a majority vote of the owners of the lots located in Deer-Crossing at Geist. When more than one person holds an interest in a lot, the vote for such lot shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional shares nor shall more than one vote be cast with respect to any lot. The Committee shall consist of not more than three (3) people.

The duties and the responsibilities of the Committee are as follows:

- A. The Committee shall regulate the external appearances, use location and maintenance of lands subject to these Restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these restrictions.
 - B. The Committee may established forms and checklist for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans, landscape plans or other pertinent information as it affects the Committee's responsibilities.
 - C. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the Committee shall specify the reason or reasons thereof.
 - D. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in this Declaration.
 - E. Neither the Committee, nor any member thereof, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method construction involved, or the materials to be used.
2. No construction shall be commenced nor any building or fence be erected, placed or altered on any lot in the Development until the building plans, specifications, plot plan, drainage plan, and landscape plan, showing the location of all the construction, structures, drives, walks, landscaping, natural preservation areas, and drainage have been approved as to the compatibility with existing structures and compliance with these Restrictions in accordance with the procedures for such approval contained in the rules, regulations and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted. This provision shall not apply where the Committee has determined that there are defects in the plans submitted and have advised the applicant of said defects.
 3. No wall, fence, hedge or shrub planting which obstructs sight lines at elevations above two (2) feet shall be place or permitted to remain between the front property line and the front building set-back line except where shrub planting is approved by the Committee. No fences shall be allowed except where required by law and/or approved by the Committee.
 4. Street lights shall be located within Deer Crossing at Geist and the type, design and installation shall be pursuant to the specifications of the Town of McCordsville.
 5. All lots in the Development shall be used solely for single family residential purposes and no lot within the Development shall be further subdivided so as to create an additional lot or lots within the Development.
 6. No mental outbuildings shall be permitted on any lot. All outbuildings must be of the same design and materials as the primary structure. The approval of the Committee must be obtained before any outbuilding is erected, placed or altered on any lot. It is the intent of this restriction to prohibit outbuildings such as storage sheds, storage barns, and similar such structures.
 7. No dwelling house constructed on any of the lots in the Development shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The house shall be substantially completed when an occupancy permit has been issued by the appropriate governmental agency granting such permits.

8. Every building whose construction or placement on any lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvements which have partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Committee within thirty (30) days.

9. All structures constructed or placed on any lot in the Development shall be constructed with substantially all new material and no used structure shall be relocated or placed on any lot.

10. Where vinyl siding is used on a house, it must be of premium grade and minimum of 50% of the front of the house must be masonry. Also, where a vinyl house backs up to a county road, then 50% of the back of the house must be masonry. If a vinyl house is located on a corner lot, then 50% of the front of the house and 50% of the side of the house facing the street must be masonry. All computations shall be exclusive of doors, windows, and garage doors. If a home is of colonial, Cape Cod or log home design, then this masonry requirement shall not apply. The style of vinyl to be used shall be lap-board in appearance, and the colors of vinyl shall be neutral in appearance.

11. At least two (2) trees no less than two (2) inches in caliper shall be planted at the time the home has gross and any other landscaping initially planted on the lot. Said trees shall be planted in the front yard. Landscaping shall include at least (8) shrubs in the front.

12. Every house in the Development shall have at least a two (2) car attached garage, of the same architectural design and materials as the house.

13. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage entry.

14. No temporary house, trailer garage or other outbuilding shall be placed, erected or kept on any lot in the Development.

15. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-way to minimize removal of trees.

16. No owner of a lot shall burn or permit the burning outdoors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except at the times when refuse collections are being made.

17. Every outdoor receptacle for ashes, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within or adjacent to the Development or from other lots in the Development.

18. The size, location, height, and composition of any mailbox must be approved by the Committee and shall comply with County Ordinances. The Committee reserves the right to design and/or standardize the design for mailboxes.

19. There shall be no fences permitted within the front yards. Fences in the side and rear yards shall be permitted to maximum of seventy-two (72) inches in height and shall be of black vinyl clad chain link or other materials approved by the Committee.

20. No above ground pools shall be permitted.

21. No home, upon initial sale, shall be sold for the purpose of rental or lease.

22. Street numbers for homes shall be uniformly displayed on all homes.

23. Whenever two (2) or more contiguous lots shall be owned by the same person, and such owner shall desire to use two (2) or more of said lots as a site for a single dwelling unit, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, and only so long as, the lots remain improved with only one single dwelling unit.

24. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements situated thereon from becoming unsightly and specifically, such owner shall:

Deer Crossing

A. mow the lot at such times as may be reasonable required in order to prevent the unsightly growth of vegetation and noxious weeds;

B. remove all debris or rubbish;

C. prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate;

D. cut down and remove unsightly dead trees;

E. where applicable, prevent debris and foreign material from entering drainage areas;

F. keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and

G. within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

25. With regard to single story homes:

A. the minimum square footage of such homes, exclusive of porches and garages, will 1,500 square feet, except that no more than 40 homes may be constructed between 1,400 and 1,500 square feet, exclusive of porches and garages; -for such 40 homes, (unless such home is of a log home design) a minimum of 75% of the front elevation shall be brick or masonry;

-however, if one or more of such 40 homes is located on a corner lot, (unless such home is of a Colonial, Cape Cod, or log home design) a minimum of 75% of all four (4) elevations shall be brick or masonry;

B. any such homes constructed between 1,400 and 1,500 square feet shall not be located on the perimeter of the Subdivision;

C. the average square footage of all single-story homes in the subdivision will exceed 1,500.

26. With regard to two-story homes the minimum square footage of such homes, exclusive of porches and garages, will be 1,700 square feet.

27. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.

28. Each lot owner and/or builder shall be responsible to prevent erosion and protect the natural environment. This shall be accomplished by designating areas on the landscape plan which are to remain undisturbed and to provide an erosion control plan for any areas which will be disturbed during construction. Said erosion control plan shall be submitted to the Committee for review and approval at such time that plans are submitted to the Committee pursuant to Paragraph 1 hereof.

29. Trees five (5) feet outside of the building, driveway, parking area or other approved construction areas shall not be removed unless the diameter of the trees is less than four (4) inches, the tree is dead, or approval is granted by the Committee.

30. The disposal of water from sump pumps, geothermal water systems, swimming pools, or other forced water discharges shall not be allowed unless approved by the Committee. Under no circumstances shall the above mentioned water sources be allowed to discharge onto adjacent lots except through established drainage easements. Approval by the Committee shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.

31. The drainage plan required to be submitted to the Committee shall show the topography of the lot and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, rights-of-way, easements, streets or common property.

32. There will be no parking on the dedicated street except when a lot Owner has a social function where the invited guests will not be able to park on the Owner's lot. The provision to allow parking for social functions only applies to automobiles and not to any other form of vehicle. Overnight parking is not allowed on any dedicated street.

Parking

33. Lots shall be subject to drainage easements, sewer easements, and utility easements, either separately or in combination of the three, as shown on the plat or plats of the Development, which, subject to Indiana Code 36-9-27 et seq. are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

A. Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the Development and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the Developer.

B. Sewer easement (S.E.) are created for the use of the local governmental agency or private sanitary sewer provider having jurisdiction over the storm and/or sanitary waste disposal system of said city and/or county designated to serve the Development for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect to a public sanitary sewer and pay all applicable connection charges.

C. Utility easement (U.E.) are created for the use of public utility and cable television companies, not including transportation companies, for the installation of pipes, mains, ducts, and cables as well as for the uses specified in the case of sewer easements.

D. The owners of all lots in the Development shall take title subject to the rights of public or private utilities, governmental agencies, and the rights of the other lot owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purpose herein stated.

34. No construction vehicles, shacks or outhouses shall be erected or situated on any lot within the Development, except with the written approval of the Committee and any such structure or equipment shall be promptly removed upon completion of the home.

35. During the construction period, the lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials, shall not be scattered about or around the lot. Materials which can blow into adjacent lots shall be contained. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing of the trash into a dumpster provided by a trash disposal service.

36. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind which may be deposited upon an adjoining street in the Development. If such deposits occur, then the lot owner shall make provisions to remove such deposits within on (1) day or the Committee may remove such deposits and charge the lot owner for such work.

37. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways and no disabled vehicle shall be openly stored on any lot. Further, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind (including, but not limited thereto, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any lot unless kept from view of neighboring residences and street.

38. No advertising signs (except one per lot of not more than four (4) square feet, advertising the lot or home thereon for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as a model by an Owner who then owns four (4) or more lots. This restriction shall not preclude the Developer from constructing informational signs at the entrance to the Development regarding the sale of lots and homes, such signs not to exceed sixty-four (64) square feet in size. This exception for the Developer shall expire upon the sale of all lots in the Development.

39. All clothes lines, equipment, garbage cans, or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate therein. Firewood piles shall be kept neat and unobtrusive.

40. No outside toilets shall be permitted on any lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

41. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and in no case shall there be allowed more than four (4) ordinary household pets per lot.

42. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to owners of lots in the Development.

43. No high intensity lighting, outside television, radio, or other antennas or satellite dishes or any visually obtrusive object may be erected by any lot owner on the exterior of a dwelling or anywhere on a lot unless approved by the Committee. No satellite dishes shall be permitted in front yards.

44. If the parties hereto, or any owner, or their rights heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in the Development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, either to prevent him from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall have the right to recover reasonable attorney's fees.

45. THE DEER CROSSING AT GEIST PROPERTY OWNER'S ASSOCIATION, INC.

A. In general:

(I) There will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Deer Crossing at Geist Homeowners' Association, Inc.", hereafter referred to as the "Association". Every owner of a residential lot in the Development shall automatically be a member of the Association upon the purchase of a lot in the Development.

B. Purpose of the Association:

(I) The general purpose of the Association is to provide a means whereby those areas within the Development designated as common areas and all lakes and drainage easements therein, recreational facilities, landscape easements or drainage easements on the plat or plats of the Development as may be conveyed to or controlled by the Association of established by it, may be operated, maintained, repaired and replaced by the Association. Specifically, the Association shall maintain any common area and all lakes and drainage easements therein, recreation facility or structure, street entrance features, street lights, irrigation system or landscaping located within landscape easements or a landscape island located within the right-of-way. The Association may provide snow removal from public streets within the Development should it be deemed necessary or appropriate.

(II) An additional purpose of the Association is to provide a means for the promulgation and enforcement of rules and regulations necessary to govern the use and enjoyment of such common areas, recreation facilities, landscape easements and such other facilities and structures, within the Development as may be owned or controlled by the Association.

(III) The Association shall be obligated to maintain all Common areas and all lakes and variable drainage and utility easements located therein. The Declarant shall be obligated to convey to the Association all Common Areas and all lakes and variable drainage and utility easements located in Common Areas.

C. Power of Association to Levy and Collect Charges and Impose Liens.

(I) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Development. Such charge shall be at least Two Hundred Fifty Dollars (\$250.00) per year for each residential lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than Two Hundred Fifty Dollars (\$250.00). No charge shall ever be levied by the Association against the Developer.

(II) Every such charge shall be paid by the members of the Association before the first day of March of the year for which the charge is made. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of February of each year, and written notice of the charge so fixed shall be sent to each member.

(III) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of ten percent

(10%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonable long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time of legal action is instituted, be obliged to pay any expenses of costs, including attorneys' fees, incurred by the Association in collecting the same. Every Owner of a lot in the Development and only person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Covenants and Restrictions.

(IV) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on specified lot have been paid or that certain assessments against sold lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of Assessments.

(I) The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, for the improvement and maintenance of the properties owned, operated, controlled or maintained by the Association.

E. Suspension of Privileges of Membership.

(I) Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member:

(a) for an period during which any of the Association's charges or any fines assessed under these Covenants and Restrictions owed by the member remains unpaid;

(b) during the period of any continuing violation of these Covenants and Restrictions commencing with notification of the existence of the violation by the Board of Directors of the Association; and/or

(c) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

46. These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of seventy-five percent (75%) of the then owners of the lots it is agreed to amend said Covenants in whole or in part, provided, however, that no change or termination of said Covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

47. Invalidation of any of the foregoing Covenants, provisions, restrictions or conditions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DEER CROSSING
SECTION 1

I, the undersigned, Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of

A part of the Northwest Quarter and Northeast Quarter of Section 23, Township 17 North, Range 5 East, in Vernon Township, Hancock County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Northeast Quarter Section; thence North 88 degrees 54 minutes 23 seconds East along the North line of said Northeast Quarter Section 577.30 feet; thence South 00 degrees 14 minutes 21 seconds East 722.77 feet; thence South 89 degrees 45 minutes 39 seconds West 120.00 feet; thence South 00 degrees 14 minutes 21 seconds East 7.56 feet; thence South 89 degrees 45 minutes 39 seconds West 170.00 feet; thence South 00 degrees 14 minutes 21 seconds East 32.94 feet; thence South 89 degrees 45 minutes 39 seconds West 170.00 feet; thence North 00 degrees 14 minutes 21 seconds West 8.41 feet; thence South 89 degrees 45 minutes 39 seconds West 88.62 feet; thence North 26 degrees 18 minutes 23 seconds West 120.00 feet; thence South 63 degrees 41 minutes 07 seconds West 34.00 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 26 degrees 18 minutes 23 seconds East 175.00 feet from said point; thence southwesterly along said curve 9.56 feet to the point of tangency of said curve, said point being North 29 degrees 26 minutes 15 seconds West 175.00 feet from the radius point of said curve; thence North 29 degrees 26 minutes 15 seconds West 170.52 feet; thence South 48 degrees 49 minutes 01 seconds West 159.57 feet; thence South 09 degrees 53 minutes 07 seconds West 118.18 feet; thence North 80 degrees 06 minutes 53 seconds West 25.00 feet; thence North 09 degrees 53 minutes 07 seconds East 120.00 feet; thence North 86 degrees 40 minutes 30 seconds West 151.18 feet; thence North 69 degrees 15 minutes 28 seconds West 141.29 feet; thence North 00 degrees 15 minutes 09 seconds West 540.70 feet; to a point on the North line of said Northwest Quarter Section; thence North 88 degrees 54 minutes 59 seconds East along said North line 544.14 feet to the place of beginning, containing 17.070 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

S/3509351/Legal/Sec.1
June 20, 2000

This subdivision consists of 24 lots numbered 1-24 (both inclusive) and 2 Common Areas labeled C.A. #1 and 2 (both inclusive) and a block labeled Block "D". The size of lots and width of streets are shown in feet and decimal parts thereof.

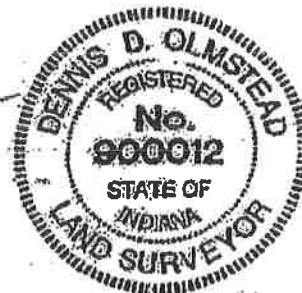
Cross-Reference is hereby made to a survey plat prepared by Stoepelworth & Associates, Inc. in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code recorded as Instrument Number 0101790 in the Office of the Recorder of Hancock County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of the survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 28th day of August, 2001.



Dennis D. Olmstead
Registered Land Surveyor
No. 900012



SURVEYOR'S CERTIFICATE

Dennis D. Olmstead, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; and I do hereby further certify that I have surveyed the property described in the above caption and that I have subdivided the same into blocks and lots as shown on the hereon drawn plat. This plat correctly represents said survey and subdivision in every detail. Monuments shown will be set and all lots will be staked within 60 days after the street construction is completed. Dimensions shown are in feet and decimal parts thereof.

FORMS/SURCERT

Dennis D. Olmstead
 Dennis D. Olmstead
 Registered Land Surveyor
 No. 900012



DRAINAGE COVENANTS

(a) "Open channel and tile drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments."

(b) "It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Hancock County Drainage Board."

(c) "The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board."

(d) "No trees or shrubs shall be planted, nor any structures erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer."

(When requested in writing, the above covenant may be waived or modified by the Hancock County Drainage Board or good cause.)

(e) "Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). 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 said drainage swales or ditches will not be damaged by such water. Driveways may be constructed or ditches only when appropriate sized culverts are installed as set out in Section 7-1-47 (5) of the Hancock County Subdivision Control Article."

(f) "Any property owner altering, changing, or damaging these swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment."

SLIDE: 74CABINET: CINSTRUMENT # 0117002COUNTY APPROVALHANCOCK COUNTY AREA PLAN COMMISSION:

This is to certify that this plat has been approved by the Hancock County Area Plan Commission the 26th day of November, 2001, under the authority provided by Chapter 174 Act of 1947 of the General Assembly, State of Indiana and all acts amendatory thereto.



HANCOCK COUNTY COMMISSIONERS:

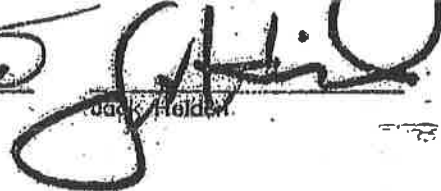
This is to certify that this plat has been approved and accepted for Record by the Hancock County Board of Commissioners, by resolution adopted by said Commissioners, this 26 day of Nov., 2001, under the authority provided by Chapter 47, Acts of 1951, of the General Assembly, State of Indiana, and in accepting this plat all previous plats of said lands are hereby canceled and superseded.



Armin B. Apple



Brian Kleiman



Jack Holden

BOARD OF COMMISSIONERSDEED OF DEDICATION

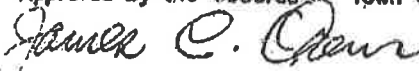
We, the undersigned, Grossmann Communities Partnership, owners of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as Deer Crossing, Section 1. All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Front building setback lines are hereby established as shown on this plat, between which lines and property line of the streets there shall be erected or maintained no building or structure. The strips of ground shown on this plat and marked "Easement" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, 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 of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in this subdivision.

FORMS/DEED

Approved by the McCordsville Town Council on 26 November 2001



James Orem, Pres.

DULY ENTERED
FOR TAXATION

NOV 27 2001

CERTIFICATE OF OWNERSHIP

Joseph D. Seales
Auditor of Hancock CountyState of Indiana }
County of Hancock } SS:

I, Richard H. Crosser, do hereby certify that I am the owner of the property described in the above caption and that as such owner I have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as my own free and voluntary act and deed.

This subdivision shall be known and designated as Deer Crossing, a subdivision in Hancock County, Indiana.

CROSS/CORD, LLC, an Indiana limited liability company

By: Crossmann Communities Partnership, an Indiana
General partnership, member

By: Crossmann Communities, Inc., an Indiana
corporation, general partner

By: *Richard H. Crosser*
Richard H. Crosser, President
Steven M. Dunn,

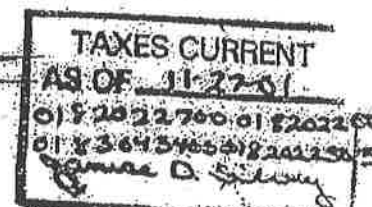
State of Indiana }
County of Hancock } SS:

Steven M. Dunn
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard H. Crosser, as President of Crossmann Communities, Inc., an Indiana corporation, a general partner of Crossmann Communities Partnership, an Indiana general partnership, member of Cross, Cord, LLC, an Indiana limited liability company, and having been duly sworn, acknowledged execution of the revised Plat of Deer Crossing.

witness my signature and seal this 31st day of August 2001.

Shirley J. White
Notary Public

Shirley J. White
Printed Name



of Residence: Madison

Commission expires: March 21, 2009

SHEET 6 OF 7

