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**PROTECTIVE RESTRICTIONS, COVENANTS
AND LIMITATIONS APPENDED AS PART OF THE PLAT OF
EMERALD POINTE, AN ADDITION
IN KOSCIUSKO COUNTY, INDIANA**

Emerald Point Development, LLC, an Indiana limited liability company, by Kyle Coleman, its Member, hereby declares that it is the owner of the real estate shown and described in this plat and does hereby layoff, plat and subdivide said real estate in accordance with the information shown on the plat, being the certified plat attached hereto and incorporated herein. The subdivision shall be known as Emerald Pointe, an addition in Kosciusko County, Indiana.

The Lots are numbered from one to five, inclusive. All dimensions are shown in feet and decimals of feet. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose.

Article I: Definitions. The terms hereinafter set forth shall have the following meanings:

- 1.1. Developer: "Developer" refers to Emerald Pointe Development, LLC which is responsible for the creation and initial development of Emerald Pointe on Irish Lake.
- 1.2. Dwelling Unit: "Dwelling unit" refers to a single residential housing structure designed for the occupancy of one family.
- 1.3. Lot: "Lot" signifies a defined parcel of land within the Emerald Pointe subdivision.
- 1.4. Owner: "Owner" designates any person or entity possessing legal ownership of a Lot within the Emerald Pointe subdivision.
- 1.5. Restrictions: "Restrictions" pertain to the limitations and regulations set forth in this document for the Emerald Pointe on Irish Lake neighborhood.

1.6. Subdivision: "Subdivision" refers to the residential development known as "Emerald Pointe" located in Kosciusko County, Indiana.

1.7 Association: "Association" shall mean the Emerald Pointe Community Association.

Article II: Use of Lots

2.1. Residential Use: All Lots within the Subdivision must be used for residential purposes in accordance with County rules. Basements are permitted. Accessory structures larger than 120 square feet shall only be placed on Lots within the area of that Lot that is 100' in width as shown on the Plat and following county guidelines and Association approval. No single or double-wide trailers are permitted on any Lot. All dwellings must be permanently affixed on a proper basement, slab, or crawl space. Types are subject to Association Review and Approval. All structures must be approved by the Association prior to beginning construction. If no Association has been formed at that time, approval shall be obtained from the Developer.

2.2. Single Family Residences: Homes within the Subdivision shall be used as single-family residences. Any other use is secondary to the primary residence and may only function as a home occupation by immediate family residents.

2.3. Association Approval: Association approval is required for the following:

- a. The sale of any commodity on a Lot.
- b. Display of signage indicating non-residential use.

The following activities are not considered home occupations: barber or styling salons, licensed childcare facilities, or any other licensed care facilities, animal hospitals, or any other animal care facilities.

2.4. Sheds: Sheds not in excess of 120 square feet may be placed in proximity of the water's edge in compliance with setbacks shown on the Plat.

Article III: Dwelling Unit Standards

3.1. Minimum Living Area: Dwelling units on a Lot must have a minimum living area, excluding basements, attached garages or open porches, patios, or decks, of 1200 square feet for one story and 1600 square feet for two stories.

Article IV: Setbacks

4.1. Setback Compliance: Setbacks must conform to the currently recorded setback requirements with the Kosciusko County Area Plan Commission for the respective recorded plat and must not obstruct the lake view of any other Lots.

Article V: Easements

5.1. Utility Easements: No Owner of any Lot may construct, license, lease, or permit any structures, landscaping, or utilities outside of what is indicated upon the utility easements recorded with the Kosciusko County Area Plan Commission for the plat.

Article VI: Surface Drainage Easements

6.1. Obstruction Prohibition: Surface drainage easements recorded on the plat shall not be obstructed. If the county surveyor or an appropriate public official determines there is an obstruction, they may require remedies to rectify such obstruction.

Article VII: Maintenance and Appearance

7.1. Proper Maintenance: All Lots and Dwellings, including landscaping and shrubbery, shall be properly maintained and not fall into disrepair.

Article VIII: Nuisance Prohibition

8.1. Unreasonable Nuisance: No Owners of Lots shall create unreasonable nuisances to other Owners of Lots or the Subdivision. This includes, but is not limited to:

- a. Lights with principal beams shining onto other Lots.
- b. Speakers or horns directed at other Lots that disrupt the enjoyment of other Owners or the Subdivision.

Article IX: Signs

9.1. Signs for Business Promotion: Unless approved by the association, there are to be no signs displayed on Lots to the public to promote business unless it is to advertise the Lot/Dwelling for sale, and the sign is not to exceed 6 square feet.

Article X: Prohibited Activities

10.1. No Drilling or Mining: No drilling, refining, quarrying, or mining operations are permitted on any Lot.

10.2. No Livestock or Poultry: No livestock or poultry shall be kept or raised on any Lots for commercial purposes without consent of the association.

Article XI: Building Materials and Driveways

11.1. Construction Materials: The building materials of all dwellings shall be constructed in a substantial and good workman-like manner and of new materials. The front of each structure shall be constructed of natural materials and/or vinyl, or similar materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be permitted on exterior constructions of any dwellings. No roll roofing of any type shall be used on a dwelling on any Lot. Outbuildings may be constructed of steel.

11.2. Driveways: Driveways from the street to the dwelling shall be poured concrete, gravel, or asphalt. Lots 2 & 3 shall share a curb cut onto McKenna Road and Lots 4 & 5 shall share a curb cut onto McKenna Road. Lot 1 shall have a curb cut onto McKenna Road for its individual use.

Article XII: Utility Easements

12.1. Utility Easements: Use of public easements as found in the recorded plat shall be granted to the developer, or any public or quasi-public utility company providing any of the necessary utility services, and their respective successors and assigns, to install, erect, replace, repair, remove any type of gas, water, or sewer (sanitary and/or storm) mains. Use is subject to any governmental body having jurisdiction thereof as to maintenance of said streets.

Article XIII: Occupancy and Pools

13.1. Occupancy: Before construction of any dwelling on any Lot, the owner shall obtain a Kosciusko County Improvement Location permit and occupancy shall not occur until completion of the dwelling in compliance with all state and county regulations.

13.2. Pools and Hot Tubs: Any pool or hot tub must be in accordance with Kosciusko County Area Plan Commission regulations.

Article XIV: Fencing and View

14.1. Fencing: All Fencing must be in compliance with Kosciusko County Zoning Ordinances and must not obstruct the view of any Lot.

14.2. Storage & View Obstructions: Any items that have the potential to obstruct the views and enjoyment of any Lot (including, but not limited to: Campers, vehicles, boats, trash cans, firewood piles) are to be stored in areas that will not obstruct views of any of the Lots to the best of the owner's ability.

Article XV: Construction Timelines

15.1. Construction Timelines: Any construction initiated on an improvement is to be completed within 18 months. Partially destroyed structures are to be removed or reconstruction is to be initiated within 90 days. If reconstruction is initiated, it shall be

completed within 18 months.

Article XVI: Enforcement

16.1. Enforcement: Any Owner or the Developer has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens, reservations, or charges now or hereafter imposed by the provisions of these restrictions. Failure by the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter and shall not operate to deprive an owner from enforcing said covenant or restriction.

Article XVII: Severability

17.1. Severability: Invalidation of any of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Article XVIII: Duration and Amendment

18.1. Duration and Amendment: These Covenants and Restrictions shall run with the land and be effective for a term of 20 years from the date these restrictions are recorded, after which time they will be automatically renewed for successive periods of 10 years. These restrictions may be amended by an instrument signed by not less than 60% of the Owners with the approval of the Kosciusko County Area Plan Commission.

Article XIX: Subdivision and Legal Actions

19.1. Subdivision: Lots shall not be subdivided without an instrument of approval signed by no less than 60% of the Owners and approval of the Kosciusko County Planning Commission.

19.2. Legal Actions: In the event the Developer or any Owner is successful in any proceeding, in law or in equity, brought to enforce any of the terms of these covenants and restrictions, imposed by the provisions of these covenants, they shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and any costs

incurred in such proceeding.

Article XX: Waterfront Regulations

20.1. Waterfront Use: All owners' placement of their piers, docks, watercraft, PWC's, and lifts shall be in accordance with DNR regulations and not impede the ingress or egress, nor encroach upon the shoreline of any of the other Lot Owners.

These covenants and restrictions are hereby established to maintain the integrity and quality of life within the Emerald Pointe on Irish Lake subdivision and to protect the interests of its residents. Violation of these restrictions may result in legal action and other remedies as permitted by law.

Article XXI: Emerald Pointe Community Association.

21.1 There is established by this document an association and only one such association shall be recognized and approved by the Developer, with the same to be known as the Emerald Pointe Community Association.

- a. **Membership.** One membership shall be created for each Lot in the Subdivision.
- b. **Membership Transfer.** Memberships will transfer from the Developer to his grantee upon delivery of the deed.
- c. **Continuing Membership.** The purchaser of any Lot in the Subdivision shall be a member of said Association and shall continue to be a member of said Association so long as he continues to be the owner of a Lot in the Subdivision. Membership shall pass with the ownership of the Lot.
- d. **Transfer of Membership Rights and Privileges to Lessee.** Each owner, or in lieu thereof, each Lessee of a living unit (with the written consent of such owner to the Association), shall be a member of the Association and have the right to the owner's vote and privileges. Membership, where assigned to a Lessee, will pass with the lease except

the owner may withdraw his membership assignment to the Lessee at his discretion by a 60-day notice in writing to the Association.

IN WITNESS WHEREOF, owner of the real estate described in said plat, has hereunto set its hand and seal by its duly authorized officer, this 6 day of ~~September~~ ^{October} 2023.

Emerald Pointe Development, LLC

By: [Signature]
Kyle Coleman, Member

STATE OF INDIANA)
) SS:
COUNTY OF KOSCIUSKO)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kyle Coleman, known to me to be a Member of Emerald Pointe Development, LLC, an Indiana limited liability company, and for and on behalf of the company, acknowledged execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 6 day of ~~September~~ ^{October}, 2023.



HEATHER LEIGH BENCZE, Notary Public
Kosciusko County, State of Indiana
Commission Number NP0747038
My Commission Expires February 21, 2031

My Commission Expires:
02/21/2031

[Signature]
Heather Leigh Bencze, Notary Public

“I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law (Kyle Coleman).”

This instrument prepared by Kyle Coleman