

CROSSFIELDS SUBDIVISION
Secondary Plat

DEVELOPER:
CROSSFIELDS DEVELOPMENT
1771 N. MERIDIAN
CARMEL, INDIANA 46280
317-843-5205

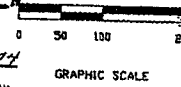
OWNER:
DONALD K. SMITH

8805135

RECEIVED FOR RECORD
AT 10:55 O'CLOCK A.M.

MAR 25 1988

100% *AS* PAGE 29-74
RECORDED IN HAMILTON COUNTY, INDIANA



PLAT APPROVED: Feb 16, 1988
CARRIAGE/TAX PLAN COMMISSIONER

BY: *Wesley G. Bucher*
Wesley G. Bucher, Director
Department of Community Development
Carmel, Indiana

Allan H. Veihe
ALLAN H. VEIHE REG. L.S. - 118398 - INDIANA

Source of Title: D.R. Book 353, Pg. 362,
Instr. 8519924

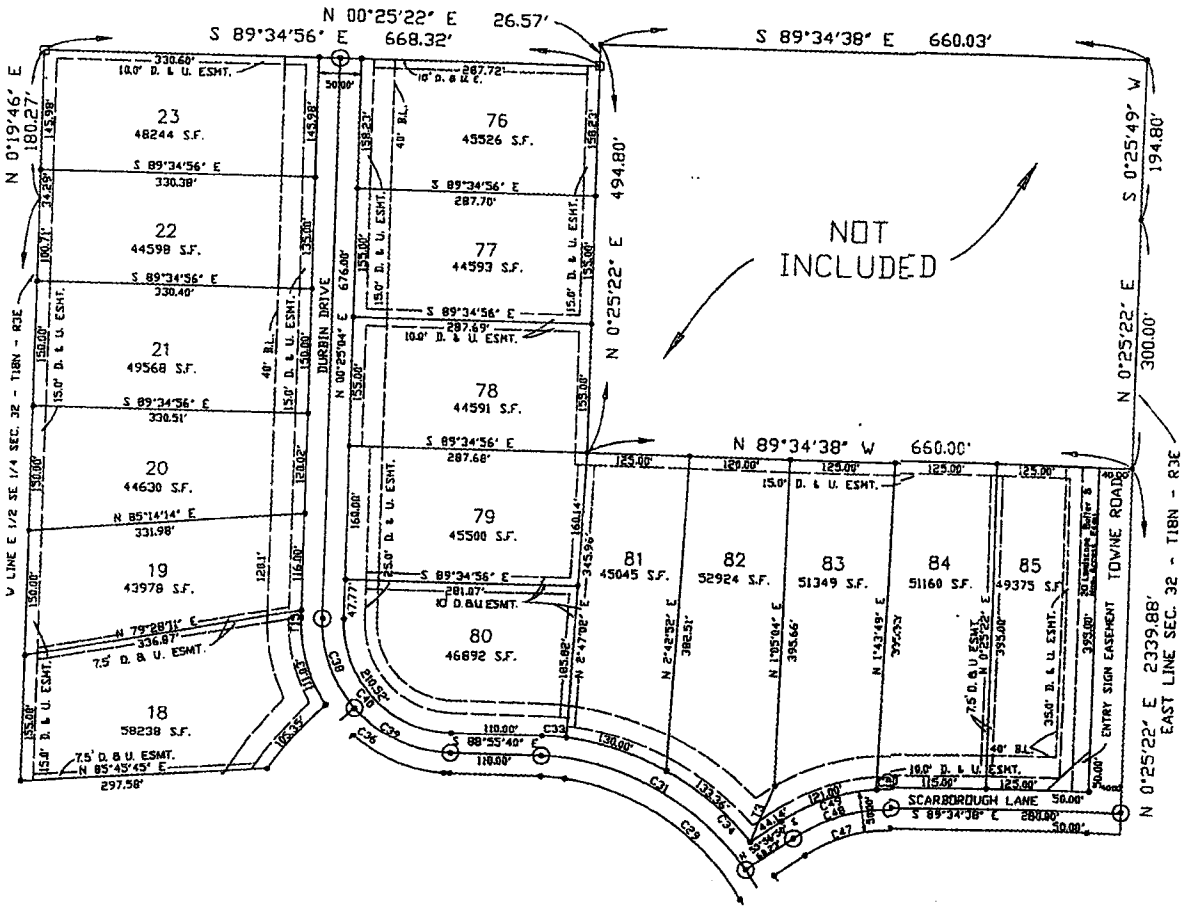
THIS INSTRUMENT PREPARED BY ALLAN H. VEIHE
Revised: 1/29/88

SHEET 1 OF 6

LEGEND:

- COPPERWELD --- (C)
- 5/8" REBAR --- (R)
- CONCRETE MONUMENT --- (M)
- 4" x 4" x 36" TO BE SET IN FIELD DURING CONSTRUCTION

PLAT PREPARED BY:
Vehle Engineers, Inc.
16205 N. College Avenue
Indianapolis, Indiana 46280
(317) 856-6611



CROSSFIELDS SUBDIVISION

PLAT APPROVED: *Feb. 16, 1988*
 CARRI/CLAY PLAN COMMISSION

PLAT PREPARED BY:
 Vette Engineers, Inc.
 10503 N. College Avenue
 Indianapolis, Indiana 46280
 (317) 856-6611

BY: *Wesley G. Bucher*
 Wesley G. Bucher, Director
 Department of Community Development
 Carmel, Indiana

OWNER:
 DONALD K. SMITH
 DEVELOPER:
 CROSSFIELDS DEVELOPMENT
 11711 N. MERIDIAN
 CARMEL, INDIANA 46280
 (317) 843-5305

LEGEND:
 COPPERWELD --- (O)
 5/8" REBAR --- (•)
 CONCRETE MONUMENT --- (□)
1/2" DIA. SET TO BE SET BY FIELD BARRING CONSTRUCTION

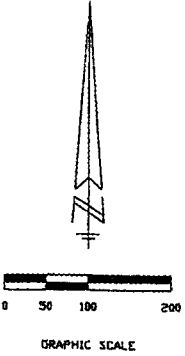
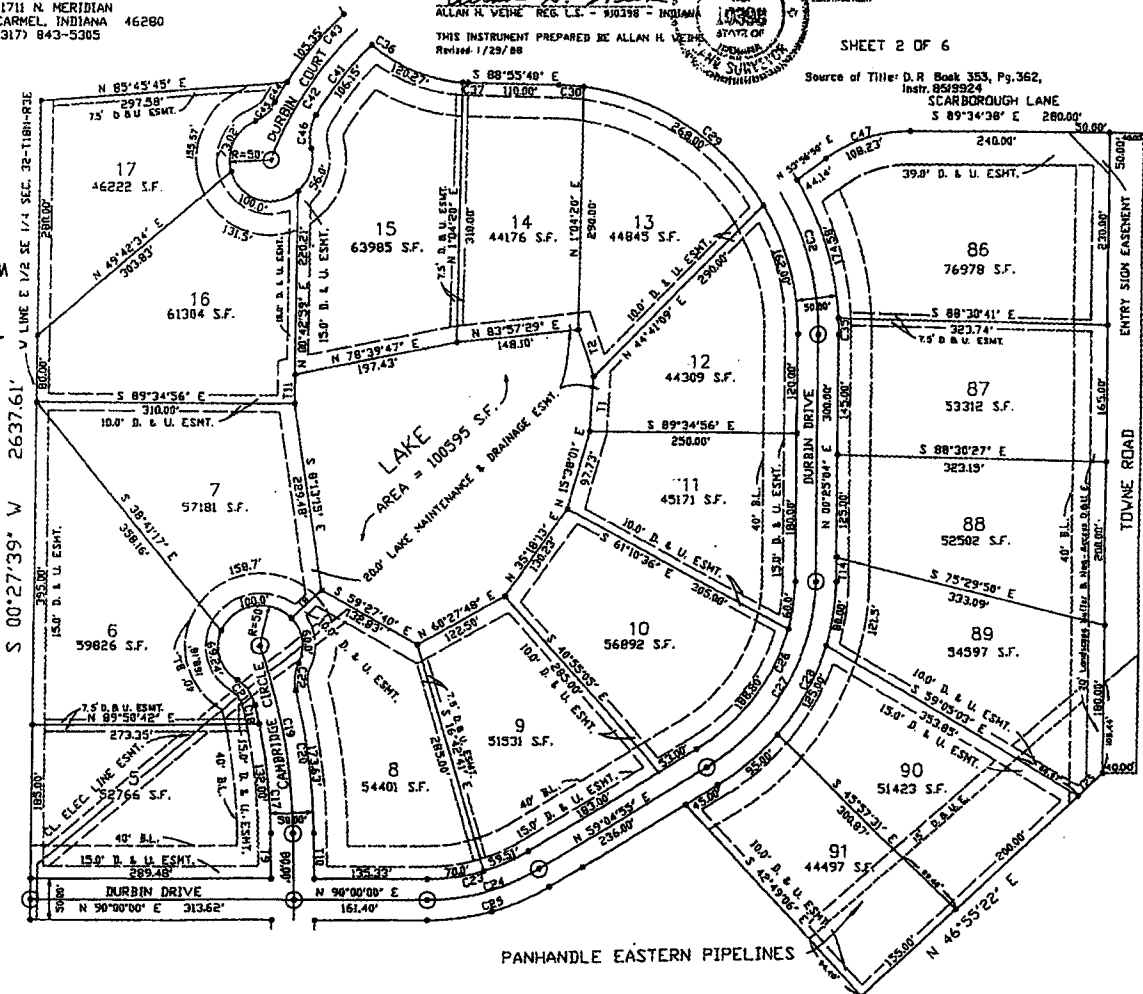
Allan H. Veike
 ALLAN H. VEIKE REG. L.S. - 100298 - INDIANA
 THIS INSTRUMENT PREPARED BY ALLAN H. VEIKE
 Revised: 1/29/88



SHEET 2 OF 6

Source of Title: D.R. Book 353, Pg. 362,
 Instr. 8818924
 SCARBOROUGH LANE
 S 89°34'38" E 280.00'

RECEIVED FOR RECORD
 AT 10:45 O'CLOCK A.M.
 MAR 25 1988
 BOOK 15 PAGE 70
Sharon K. Chapp
 RECORDER



PANHANDLE EASTERN PIPELINES

RECEIVED FOR RECORD
AT 11:45 O'CLOCK A.M.

MAR 25 1988

No boat, trailer, or camper of any kind (including but not in limitation thereof, house trailers, camping trailers, or boat trailers), or any disabled vehicle shall be kept or parked on any lot except within a garage or other approved structure.

BOOK 15 PAGE 74 OWNER and SUBDIVIDER
William B. Olsen

No building shall be erected, placed or altered on any building in this subdivision until the building plans, specification, plot plan showing the location of such building, landscaping plan, and exterior finish colors have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by Developer, owner of the herein described real estate, or by their duly authorized representatives. The standards established in these covenants are minimum standards only. In reviewing plans and specifications, Developer may require that the minimum standards be exceeded in order to maintain conformity and harmony with existing structures. If the Developer fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither Developer nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

On all lots within the Subdivision not containing mature trees, the Owner agrees upon completion of construction, to plant in the front yard area not less than two (2) trees with trunks of 3 inches caliber or greater.

Developer shall have the right to specify the size, type and style of all mailboxes and mailbox ports to be installed on each improved lot.

All private sewage disposal systems serving residences in the Subdivision shall be designed and/or installed by subcontractors appearing on the Developer's approved list.

In the event storm water drainage from any lot flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

Outlets for sump pump water will be provided for each lot in this subdivision by the developer or home builder at the time of lot development. If during excavation of the foundation for crawl space or basement ground water is encountered, or if the house location is in an area of high water table (as per Hamilton County Surveyor or City of Carmel), an outlet will be provided directly to a storm sewer or approved open ditch with plastic pipe. The route of outlet will be via platted easements and approved by proper agencies. Where a storm sewer exists on or directly adjacent to a subject lot, all sump pumps shall tie directly to storm sewer via underground pipe. Lots not located in an area of high water table may outlet sump pump water in the rear yard, no closer than 25 feet from established lot lines or platted easements.

Construction of any sump pump outlet will commence only when appropriate construction plans have been submitted and approved by the proper agencies and applicable permits issued from the local building authority. Where construction will be in established drainage and/or utility easements, approval must be obtained from City of Carmel or Hamilton County Surveyor. The maintenance of drainage pipes and facilities for discharging sump pumps shall be the responsibility of the individual homeowner and/or a homeowner's association.

Geo-thermal heat pumps shall be of the closed loop type only.

No noxious, unlawful, or other offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

CROSSFIELDS DEVELOPMENT, an Indiana Partnership

by *William B. Olsen*
William B. Olsen, Partner

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for County and State, personally appeared William B. Olsen, 1 of Crossfields Development, an Indiana Partnership, acknowledged the execution of the foregoing instrument as voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 15th day of Janua 1988.

Notary Public *Paul W. Daniel*

My Commission Expires Oct. 29, 1988 County of Residence Howe

UNDER AUTHORITY PROVIDED BY CHAPTER 178, ACTS OF 1979, ENAC THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE COUNCIL OF THE CITY OF CARMEL, INDIANA, THIS PLAT WAS APPROVAL BY THE CITY OF CARMEL AS FOLLOWS:

Adopted by the Carmel City Plan Commission at a meeting Feb 16, 88, 1988.

CARMEL/CITY PLAN COMMISSION

BY: *Wesley G. Bucher*
Wesley G. Bucher, Director
Department of Community Development
Carmel, Indiana

COUNTY COMMISSIONERS CERTIFICATE

UNDER AUTHORITY PROVIDED BY INDIANA CODE 36-7-3, THIS PLAT IS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, INDIANA, AT A MEETING HELD March 8, 1988

Peg Goldberg
Peg Goldberg

John Roudsback
John Roudsback

Phil Henderson
Phil Henderson

Polly Pearce
Polly Pearce - County Auditor

This instrument prepared by William B. Olsen.

Allan H. Weihe
Allan H. Weihe, L.S., INDIANA 10388

Sheet 6 of



CROSSFIELDS

Covenants and Restrictions

RECEIVED FOR RECORD

AT 10:45 O'CLOCK A.M.

MAR 25 1988

100K 15 1/2 W 23

RECORDED IN HAMILTON COUNTY, INDIANA

The undersigned, Crossfields Development ("Developer"), owner of the real estate shown and described herein, does hereby certify that he has laid off, platted and subdivided and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat.

No animals, livestock, or poultry of any description shall be raised bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

This subdivision shall be known and designated as CROSSFIELDS subdivision in Hamilton County, Indiana. All street right of ways, the improved street surfaces 13 feet on each side of the center-line, and cul-de-sacs not heretofore dedicated are hereby dedicated to the public.

All builders will be required to install or have installed, at least one gas or electric "dusk to dawn" yard light in the front yard. All garages opening to the street shall have automatic door controls.

Final installation of yard lights rests with the developer.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, 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 public utilities.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of CROSSFIELDS.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereof shall be erected thereon.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot property cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then the Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The foregoing covenants (or restriction) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-five (25) years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of Ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force or effect.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than two thousand (2000) square feet in the case of a one story structure, nor less than Twenty-Two Hundred (2200) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an Eleven Hundred Fifty (1150) square feet of finishes and livable ground floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

No trailer, tent, shack, attached shed, basement, garage, barn, or other out-building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or detached storage building erected or used as an accessory to a residence in this subdivision shall be of permanent type of construction and conform to the general architecture and appearance of such residence, and approved by the Developer or his duly authorized representatives.

There shall be a not for profit corporation known as the Crossfields Homeowners Association, Inc. which each owner shall, by virtue of their ownership of real estate within the subdivision, be a member. The Association shall be empowered to assess fees payable by the Lot Owners to be used by said Association to maintain any common areas, undedicated portion(s) of the Storm Water Drainage System, privately contract for snow removal, or other services that are deemed appropriate by the Association.

No fence shall be erected in this subdivision between the building lines and the property line of the streets as shown on the within plat, except with the approval of the Developer, which fences shall not exceed 60 inches in height and shall be of a decorative nature. No fence shall be installed within storm drainage retention/detention easements.

These covenants and restrictions may be amended by a 2/3rds vote of the fee owners of lots within the subdivision.

No building structure or accessory building shall be erected closer to the side of any lot than ten (10) feet. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the City of Carmel.

No structure in this subdivision, without special approval from the Developer shall exceed two and one-half (2 1/2) stories or Twenty-five (25) feet in height measured from finished grade to the underside of the eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.



Plat Approved March 21, 1988

COUNTY COMMISSIONERS

Phil Henderson - President

Peg Goldberg

Allan H. Weibe

Allan H. WEIBE, Reg. L.S. INDIANA 10398

Joe Boudsbush

Polly Pearce

Polly Pearce - County Auditor

Walter B. Beckler
Director of Community Development

CROSSFIELDS SUBDIVISION

OWNER
DONALD K. SMITH

DEVELOPER
CROSSFIELDS DEVELOPMENT
11711 N. HORIZON STREET
CARMEL, INDIANA 46032
(317) 843-5385

PLAT PREPARED BY
Vehe Engineers, Inc.
10585 N. College Avenue
Indianapolis, Indiana 46260
(317) 846-6611

RECEIVED FOR RECORD
AT 11:45 O'CLOCK P. M.
MAR 25 1988
BOOK 15 PAGE 72
Shawn H. Clary
RECORDER HAMILTON COUNTY, INDIANA

Curve	Arc	Delta	Radius	Chord	Tangent
C1	121.18	24 06'32"	288.00	120.29	61.30
C2	132.77	52 41'13"	180.00	144.37	95.58
C3	284.26	42 33'24"	275.00	199.59	187.10
C4	32.86	37 39'38"	90.00	38.27	17.03
C5	44.78	51 19'04"	50.00	43.30	24.08
C6	38.17	17 24'53"	125.00	39.03	19.24
C7	79.00	28 38'52"	150.00	74.22	28.30
C8	74.38	24 21'08"	175.00	73.82	37.76
C9	5.88	38 13'	175.00	5.00	2.40
C10	96.91	28 38'52"	125.00	95.90	49.49
C11	84.41	28 38'52"	125.00	83.93	42.11
C12	71.81	28 38'52"	125.00	71.18	36.72
C13	513.33	89 19'52"	318.00	464.50	329.60
C14	264.48	49 40'11"	305.00	256.20	141.18
C15	210.60	52 37'41"	305.00	206.44	109.69
C16	436.01	89 19'52"	864.00	395.31	276.21
C17	125.75	12 28'52"	715.00	125.45	78.19
C18	23.73	54 13'	715.00	23.75	11.88
C19	231.00	17 59'08"	740.00	230.06	116.43
C20	173.63	13 00'19"	740.00	171.25	87.19
C21	38.36	44 11'02"	50.00	37.61	24.29
C22	34.08	39 01'48"	50.00	34.40	17.72
C23	129.51	30 58'09"	240.00	127.94	66.37
C24	143.00	30 58'09"	240.00	141.27	73.29
C25	136.45	30 58'09"	240.00	134.67	69.40
C26	248.80	58 39'51"	243.00	248.08	136.54
C27	274.48	58 39'51"	243.00	268.57	150.59
C28	300.00	58 39'51"	297.00	287.06	164.64
C29	460.82	89 20'44"	895.00	414.80	291.62
C30	30.85	3 49'47"	260.00	30.88	15.26
C31	293.21	52 52'30"	320.00	284.94	159.11
C32	203.69	36 28'15"	320.00	200.27	105.43
C33	30.88	4 38'54"	245.00	30.99	15.01
C34	337.38	89 20'44"	245.00	405.11	341.98
C35	20.69	3 19'17"	340.00	20.60	10.00
C36	288.48	89 20'44"	185.00	269.13	182.93
C37	7.00	2 10'05"	185.00	7.00	3.50
C38	117.50	42 04'36"	160.00	114.88	61.34
C39	126.00	47 16'08"	160.00	126.29	70.22
C40	210.52	89 20'44"	135.00	189.83	132.47
C41	106.15	14 50'30"	410.00	105.85	59.47
C42	209.68	27 37'08"	435.00	207.66	106.22
C43	126.88	13 07'29"	460.00	126.12	62.91
C44	28.88	13 07'29"	460.00	28.80	14.00
C45	28.76	37 32'36"	50.00	28.18	16.99
C46	40.52	46 25'49"	50.00	39.42	21.45
C47	138.62	36 28'55"	170.00	136.41	76.02
C48	124.41	36 28'55"	170.00	122.06	64.52
C49	121.00	31 30'46"	220.00	119.48	62.07
C50	19.86	4 57'47"	220.00	19.80	9.93

I, the undersigned, a Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision of Part of Section 31, Township 15 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of Section 31, Township 15 North, Range 3 East in Hamilton County, Indiana; thence South 90 degrees 00 minutes 00 seconds West (assumed bearing) on the South line of said Section 276.65 feet; thence North 00 degrees 25 minutes 22 seconds East parallel with the East line of said Section 248.00 feet; thence North 90 degrees 00 minutes 00 seconds West parallel with the South line of said Section 140.00 feet; thence South 00 degrees 25 minutes 22 seconds West parallel with the East line of said Quarter Section 160.00 feet to the South line of said Section; thence North 90 degrees 00 minutes 00 seconds West on said South line 870.94 feet to the Southeast corner of the Southwest Quarter of said Section; thence North 00 degrees 27 minutes 19 seconds East on the West line of the East Half of said Southwest Quarter 2617.61 feet; thence North 00 degrees 19 minutes 46 seconds East 180.27 feet; thence South 89 degrees 24 minutes 56 seconds East 668.33 feet; thence South 00 degree 25 minutes 22 seconds West parallel with the East line of said Section 143.00 feet; thence South 89 degrees 24 minutes 28 seconds East to the East line of said Section; thence South 00 degrees 22 minutes 22 seconds West 1339.88 feet to the place of beginning containing 77.77 acres, more or less.

- * Subject to a Pipeline Easement to the Panhandle Eastern Pipe Line Company described in Book 159, Pages 10-14 recorded in the Office of the Recorder of Hamilton County, Indiana.
- * Subject to a Catholic electric line easement described in Book 159, Pages 10-14 recorded in the Office of the Recorder of Hamilton County, Indiana.
- * Subject to the right-of-way for 114th Street along the South side of tract.
- * Subject to the right-of-way for Town Road along the East side of tract.
- * Subject to all other legal easements and rights-of-way.

This subdivision consists of Forty-nine lots, numbered 1-49, both inclusive, and 70-01, both inclusive, and streets as shown hereon. The size of the lots and the width of the street right-of-way are shown in figures denoting feet and decimal parts thereof.

ADJACENT	DIRECTION	DISTANCE
T1	N 04 08'34" E	66.45
T2	N 18 15'12" V	59.97
T3	S 20 02'07" V	78.29
T4	N 59 08'00" E	28.00
T5	N 98 08'00" E	13.27
T6	N 90 08'00" E	109.27
T7	S 00 46'08" E	26.22
T8	N 45 30'00" E	30.00
T9	S 00 46'08" E	54.65
T10	N 00 46'08" V	38.33
T11	S 00 42'39" V	38.00
T12	N 22 36'15" V	71.21
T13	N 62 25'22" E	48.00
T14	N 00 25'04" E	38.00
T15	S 00 25'04" V	9.00
T16	N 90 00'00" E	58.00

PLAT APPROVED: Feb. 16, 1988

CARMEL/CLAY PLAIN COMMISSION

Witness my signature this 16th day of February

BY: *Wesley G. Buoner*
Wesley G. Buoner, Director
Department of Community Development
Carmel, Indiana



SHEET 4 of 6

Allan H. Vehe
ALLAN H. VEHE, REG. L.S. - #10398 - INDIANA

THIS INSTRUMENT PREPARED BY ALLAN H. VEHE

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