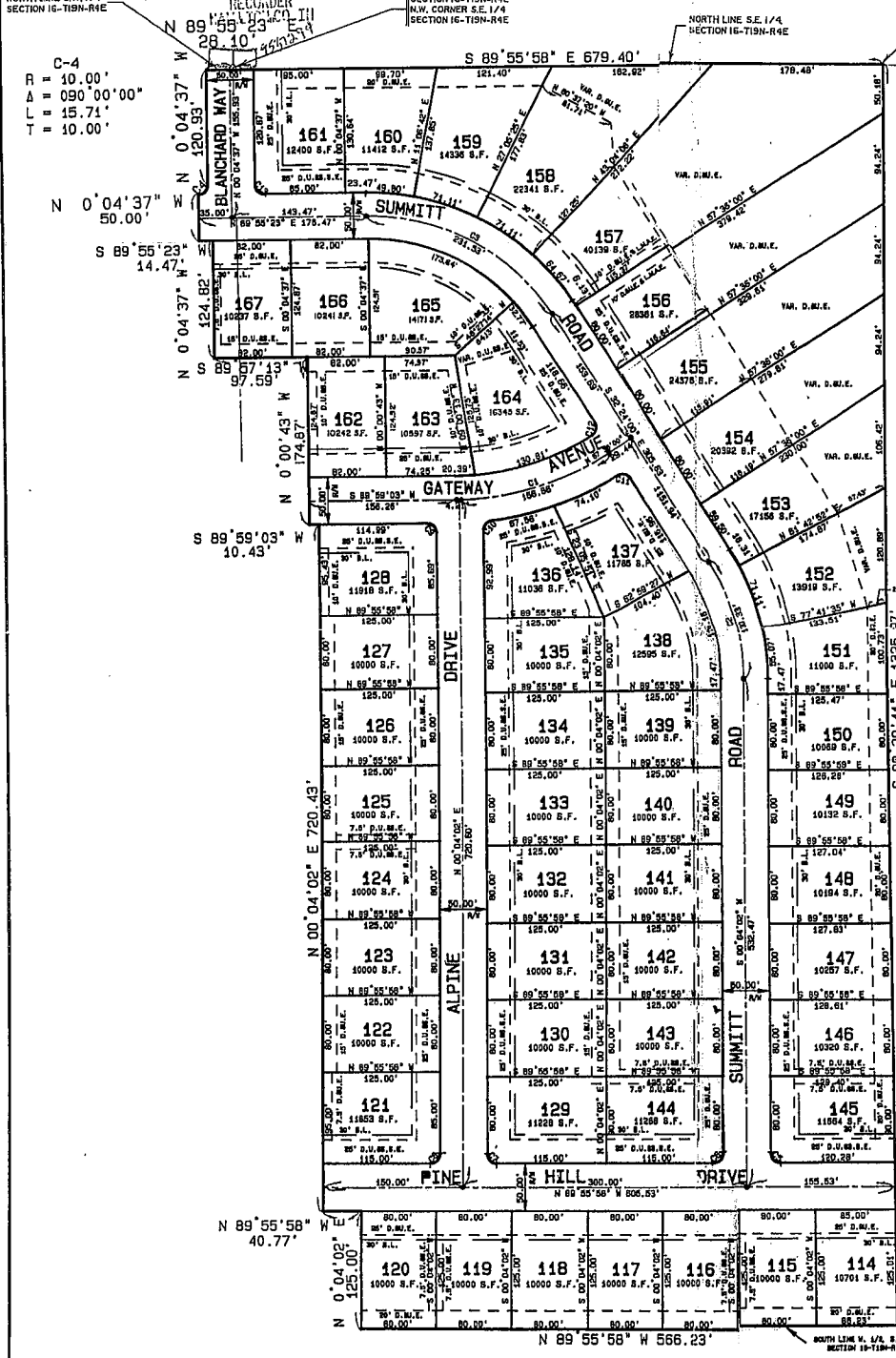


RECEIVED FOR RECORD  
94 JAN 24 PM 2:43

Instrument No. **9403868**  
P.C. No. **388**

C-4  
R = 10.00'  
Δ = 090°00'00"  
L = 15.71'  
T = 10.00'

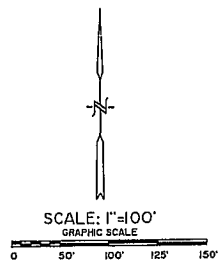


# PINE KNOLL SECTION 3 SECONDARY PLAT

CURVE DATA

Curve No.	Radius	Delta	Length	Tangent	Chord
1	300.00	092°40'00"	174.05	87.82	N 73°59'01"E 189.74
2	290.00	032°28'02"	130.33	65.67	N 16°09'56"W 129.09
3	290.00	097°40'37"	231.89	126.84	N 81°14'18"W 224.88
4	10.00	090°00'00"	16.73	10.00	N 44°55'53"E 14.14
5	10.00	090°00'00"	16.73	10.00	S 44°55'53"E 14.14
6	10.00	090°00'00"	16.73	10.00	N 44°55'53"E 14.14
7	10.00	090°00'00"	16.73	10.00	S 44°55'53"E 14.14
8	10.00	090°00'00"	16.73	10.00	N 44°55'53"E 14.14
9	10.00	090°00'00"	16.73	10.00	S 44°55'53"E 14.14
10	10.00	090°00'00"	16.73	10.00	N 44°55'53"E 14.14
11	10.00	090°00'00"	16.73	10.00	S 44°55'53"E 14.14
12	10.00	090°00'00"	16.73	10.00	N 44°55'53"E 14.14
13	10.00	090°00'00"	16.73	10.00	S 44°55'53"E 14.14

PINE KNOLL SECTION 1  
PINE KNOLL SECTION 2



DUP. ENTERED FOR TAXATION  
Subject to final acceptance for transfer  
24 day of February, 19 94  
*J. M. G.* Auditor  
Hamilton County  
Parcel # \_\_\_\_\_

THIS INSTRUMENT PREPARED BY  
DAVID J. STOEPELWERTH  
REGISTERED LAND SURVEYOR S 0474  
STOEPELWERTH & ASSOCIATES, INC.  
P.O. BOX 509007  
9940 ALLISONVILLE ROAD  
INDIANAPOLIS, INDIANA 46250

POINT OF BEGINNING  
S.W. CORNER PINE KNOLL SECTION 2  
RECD AS INST. # 9226930 P.C. NO. 1  
SLIDE NO. 249.  
N 89°55'58" W (DASHED BEARING) 818.23'  
S 0°04'02" W 125.00'  
N 89°55'58" W 566.23'

*PINE Knoll Sec 3*

RECEIVED FOR RECORD

94 JAN 26 PM 2:40

CLARENCE W. HERRY  
RECORDER  
HAMILTON CO. IN

Instrument No. 9403868  
P.C. No. 1 Slide No. 582

COVENANTS AND RESTRICTIONS FOR PINE KNOLL, SECTION 3

Crossman Communities Partnership an Indiana general partnership, By: Trimark Development, Inc., General Partner of Marion County, in the State of Indiana, being the owners of record of all the above described tract of land, hereby lay off, plat and subdivide into lots and streets such as set forth and do hereby dedicate for public use any of such streets not previously dedicated, in accordance with the within plat. The following restrictions, limitations and covenants are hereby imposed and shall run with the land contained in such plat.

The within plat shall be known and designated as Pine Knoll, Section 3 a subdivision in Hamilton County, State of Indiana.

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 thereto shall be erected thereon.

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

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than Twelve hundred (1200) square feet in the case of a one-story structure, nor less than seven hundred fifty (750) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of Fifteen hundred (1500) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement only, garage or temporary building 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 a permanent type of construction and conform to the general architecture and appearance of such residence.

No fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Architectural Control Committee, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to any side lot line than 8 feet with a combined aggregate of 16 feet. In addition, when the structure is in excess of one story, for each story over the first, the total side yard shall be increased by 8 feet.

No structure in this subdivision shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the underside of 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. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plat plan showing the location of such building has 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 the Architectural Control Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. 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 such design and location, or to designate a representative with like authority. If the committee 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 the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The utility easements shown on the within plat are reserved as easements for use of city or county in which the subdivision is located, owners in this subdivision, and public utility companies including cable TV companies, for the installation, use, maintenance, repair and removal of sewers, water mains, utility poles, wires and other facilities and utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under or across any such utility strip for any use except as set forth herein and owners in this subdivision shall take their title to the land contained in such utility strip subject to the perpetual easement herein reserved.

No campers, trailers, boats or similar vehicles shall be parked on any lot in this subdivision unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in this subdivision, the users of any street in this subdivision.

All lot owners shall be required to install, or have installed, at least one gas or electric "disk to down" yard light in the front.

The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walks and driveways shall be erected in, on, over, under or across any such easement; except that a drainage easement may also be used as a utility strip, and structures permitted in a utility may be erected therein provided that they do not interfere with the flow of water. Owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easement herein reserved.

Basement Maintenance: On drainage easements, the City of Noblesville shall be responsible for the care, maintenance, repair and/or replacement of actual structures in place such as sewer pipes, manholes, castings, etc., and each property owner as it pertains to his lot or lots shall maintain surface drainage systems and open swales. The City shall have access rights over and across said easements. In the event storm water drainage from any lot or lots 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.

In order to provide for the continued maintenance of certain drainage structures located within the subdivision, there is hereby created the "Pine Knoll Common Property Maintenance Committee". The Committee shall be composed of the undersigned owners of the herein described real estate or by their duly authorized representatives for so long as the undersigned owners retain title to one or more lots within the subdivision. Thereafter, the Committee shall be composed of three (3) persons who are each owners of One (1) or more lots within the subdivision to be elected annually by a majority vote of all of the record owners of lots within the subdivision. Such election shall take place between January 1st and January 15th of each calendar year with the Committee members taking office on February 1st of each year. The Pine Knoll Common Property Maintenance Committee shall make an annual assessment against each lot within the subdivision, the amount of the assessment to be determined by the

Committee, for the purpose of creating a fund which may be utilized to finance the repair, replacement and maintenance of any of the common properties or facilities within the subdivision. The undersigned owners hereby retain for the Committee the right to impose a lien against any lot to secure the payment of any and all assessments made. The fund created by this provision shall be solely dedicated to the maintenance, repair or replacement of common properties or improvements within the subdivision and shall be utilized for no other purpose.

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.

It shall be the duty of the owner of each lot in this subdivision to keep the grass on the lot properly 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 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.

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.

It is further understood and agreed that pursuant to IC 36-9-22-1, that as part of the consideration running to the City of Noblesville, the developer herein irrevocably releases its right and the right of its successors in title to renege against pending or future annexation to the City of Noblesville. The right to enforce the within restrictions, limitations and covenants by injunction is hereby dedicated and reserved to the owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Such provisions shall be and continue in full force and effect for a period of Twenty (20) years from the date of this plat, and hereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision it is agreed to change the covenants in whole or in part. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

LAKE COVENANTS AND RESTRICTIONS PINE KNOLL - SECTION 3

Upon the development of the proposed lake, as shown on the plats of Pine Knoll, Section 3, the following covenants and conditions in the use, enjoyment and maintenance thereof shall apply:

1. The Lake Area comprising approximately 1.00 acres, more or less, shall be owned and controlled as tenants in common (each with an undivided 1/5th interest) by the Owners of all lots contiguous to the Lake Area - Lots 153, 154, 155, 156 & 157, shall be identified as lots contiguous to the Lake Area in Pine Knoll, Section 3.
2. The Owners of said lots referred to above in Sections 3 of Pine Knoll, together with their guests, shall have the exclusive rights to enjoyment afforded by said lake. To this end, there is depicted upon said plats a mutual lake easement for lake access and rights of use, which easement shall also constitute a maintenance easement for any repair, water treatment or other service needed to assure continuous and adequate maintenance of services of said lake and for landscaping and landscaping maintenance purposes.
3. Until such time as two (2) lots are sold adjacent to said lake, with home improvements substantially completed thereon, it shall be the Declarant's responsibility, its successors and assigns, for the maintenance, repair and upkeep of said lake. To this end, such Declarant shall distribute to each lot Owner reasonable rules and regulations concerning use of the lake, which each Owner hereby agrees to comply with.
4. Upon conveyance of the Third (3rd) improved lot adjacent to the lake, the co-owners shall form an association in which each lot Owner shall have one (1) vote for all matters affecting the lake including the selection of a Board of Managers which shall consist of not less than three (3) nor more than five (5) members. Thereafter, on the first (1st) Saturday in March of each calendar year, the voting members shall elect, by a majority vote of those members present, the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st of the following year.
5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to the lake as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake property, including the easement adjacent thereto. Such budget shall be established annually on or before May 1st of each year for the ensuing twelve (12) month period.
6. Assessments, as determined by the Board of Managers in their sole and absolute discretion, shall be paid by each voting member within thirty (30) days from the date of billing thereof and there shall be assessed a late charge of 1.5% per month on all delinquent payments.
7. Assessments for maintenance shall be lien upon the properties subordinate only to the lien of a first mortgage holder, which lien can be enforced by the Board of Managers or any individual property Owner subject to these Lake Covenants. By acceptance of deed of title to the lots subject to these Covenants and Restrictions, the grantee consents to the lien of assessment and its enforcement provisions, together with the costs of collection, including reasonable attorneys' fees.
8. In the event of a dispute arising from the maintenance, repair and upkeep of the lake, any voting member may request a meeting of the Owners of the lots contiguous to the Lake Area, upon giving notice to all of said Owners, in writing, designating a time and place not less than seven (7) days from the date of the notice, which time may be shortened in cases of extreme emergency. At such meeting, such dispute shall be resolved by a majority vote of the Owners then present and such decision shall be binding on all Owners.
9. The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of lake ownership.
10. No voting member or third party shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the lake level, earth disturbance resulting in silt or any other conduct which could result in an adverse affect upon water quality, drainage, or proper lake management.
11. The Board of Managers, on behalf of the property Owners or any property Owner subject to these Lake Covenants, and the City of Noblesville, Indiana shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fee.
12. No use of the lake by the Owners of said lots shall impair or interfere with the use of the lake for drainage and related purposes for the benefit of Pine Knoll, Section 3 and any such recreational or related uses shall be subordinate to the primary function of the lake for drainage purposes.

PINE KNOLL SEC 3

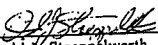
LEGAL DESCRIPTION  
PINE KNOLL, SECTION 3

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Southeast Quarter and a part of the Southwest Quarter of Section 16, Township 19 North, Range 4 East located in Noblesville Township, Hamilton County, Indiana being more particularly described as follows:

Commencing at the Southeast corner of the West Half of the Southeast Quarter of Section 16, Township 19 North, Range 4 East; thence North 89 degrees 55 minutes 58 seconds West (assumed bearing) along the South line of said Quarter Quarter Section 612.33 to the POINT OF BEGINNING said point also being the Southwest corner of Pine Knoll, Section 2 recorded as Instrument #9226830, P.C. No. 1, Slide No. 249 in the Office of the Recorder, Hamilton County, Indiana; thence continuing North 89 degrees 55 minutes 58 seconds West along said South line 566.23 feet; thence North 00 degrees 04 minutes 02 seconds East 125.00 feet; thence North 89 degrees 55 minutes 58 seconds West 40.77 feet; thence North 00 degrees 04 minutes 02 seconds East 720.43 feet; thence South 89 degrees 59 minutes 03 seconds West 10.43 feet; thence North 00 degrees 00 minutes 43 seconds West 174.88 feet; thence South 89 degrees 57 minutes 13 seconds West 97.59 feet; thence North 00 degrees 04 minutes 37 seconds West 124.82 feet; thence South 89 degrees 55 minutes 23 seconds West parallel with the North line of the Southwest Quarter of said Section 16, 14.47 feet; thence North 00 degrees 04 minutes 37 seconds West 50.00 feet to the point of curvature of a curve concave Northwesterly; the radius point of said curve being North 00 degrees 04 minutes 37 seconds West 10.00 feet from said point; thence Easterly and Northerly along said curve 15.71 feet to the point of tangency of said curve, the radius point of said curve being South 89 degrees 55 minutes 23 seconds West 10.00 feet from said point; thence North 00 degrees 04 minutes 37 seconds West 120.93 feet to the North line of said Southwest Quarter of Section 16; thence North 89 degrees 55 minutes 23 seconds East 28.10 feet to the Northeast corner of said Southwest Quarter, said point also being the Northwest corner of the aforesaid Southeast Quarter; thence South 89 degrees 55 minutes 58 seconds East along the North line of the West Half, Southeast Quarter of said Section 16, 679.40 feet to the Northwest corner of Pine Knoll, Section 1 recorded as Instrument #9118585 P.C. No. 1, Slide No. 174 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 29 minutes 41 seconds East along the West lines of Pine Knoll, Sections 1 and 2 1325.97 feet to the place of beginning containing 18.996 acres more or less. Subject to all legal highways, rights-of-way, easements and restriction of record.

This subdivision consists of 54 lots numbered 114-167 together with streets and easements shown hereon the size of lots and widths of street are shown in feet and decimal parts thereof.

Witness my signature this 27th day of December, 1993.

  
David F. Stoepelwerth  
Registered Land Surveyor  
No. S0474

METES16825PEJ3  
WAB(R) DDO(D)

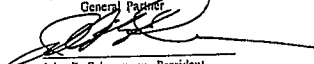


This subdivision shall be known and designated as Pine Knoll, Section Three, a subdivision in Hamilton County, Indiana. All Streets shown and not herefore dedicated, are hereby dedicated to the public.

In Testimony whereof, witness the signature of Owner and Declarant this 12th day of January, 1994.

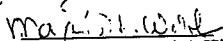
Owner  
Crossman Communities Partnership  
an Indiana general partnership

By: Trimark Development, Inc.  
General Partner

  
John B. Scheumann, President  
Trimark Development, Inc.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John B. Scheumann, President of Trimark Development, Inc., the General Partner of Crossman Communities Partnership, an Indiana general partnership, and acknowledged the execution of this instrument as his voluntary act and deed and affixed their signature thereto.

Witness my signature and seal this 12th day of January, 1994.

  
Notary Public MAX UE N. WEBB

County of Residence: Hamilton  
My commission expires: 12/12/95



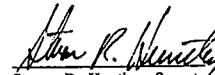
COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY ACTS OF 1981 P.L. 309, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF NOBLESVILLE, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF NOBLESVILLE AS FOLLOWS:

ADOPTED BY THE CITY PLAN COMMISSION AT A MEETING HELD 11/16/92.

NOBLESVILLE CITY PLAN COMMISSION

  
Ronald Kincaid, President

  
Steven R. Huntley, Secretary


BOARD OF PUBLIC WORKS AND SAFETY'S CERTIFICATE

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NOBLESVILLE, INDIANA, AT A MEETING HELD ON THE 11 DAY OF January, 1992-1994.

  
Mary Sue Rowland, Mayor

  
Marilyn Conner, Clerk-Treasurer

I, STEVEN R. HUNTLEY, DIRECTOR OF PLANNING AND ZONING FOR THE CITY OF NOBLESVILLE, HEREBY CERTIFY THAT THE APPLICATION FOR APPROVAL OF THIS PLAT MEETS ALL OF THE MINIMUM REQUIREMENTS SET FORTH IN THE MASTER PLAN OF NOBLESVILLE, INDIANA, AND SUCH OTHER APPLICABLE REQUIREMENTS CONTAINED IN THE CODE OF ORDINANCES OF THE CITY OF NOBLESVILLE, DECEMBER 11, 1961, AS AMENDED.

  
Steven R. Huntley,  
Director of Planning and Development

DATE: 1/14/94

This instrument prepared by Douglas D. Church, Attorney at Law

LEGEND

146	DENOTES LOT NUMBER
10,000 S.F.	DENOTES LOT SQUARE FOOTAGE
5550	DENOTES LOT ADDRESS
B.I.	DENOTES BUILDING SETBACK LINE
D.&U.E.	DENOTES DRAINAGE & UTILITY EASEMENT
D.U.&S.S.E.	DENOTES DRAINAGE UTILITY & SANITARY SEWER EASEMENT
D.U.&S.E.	DENOTES DRAINAGE UTILITY & SEWER EASEMENT
L.M.A.E.	LANDSCAPE MAINTANENCE ACCESS EASEMENT

MONUMENTS

DENOTES A COPPERWELD 6" LONG WITH A 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP TO BE SET FLUSH WITH THE STREET.