

Covenants

For

NO DECLARATION — Plot Only

PINE KNOLL — SEC. 4

4 pages

Hamilton County

9554820 SURV. CORR.

Mary A. Clarke
RECORDER, HAMILTON CO., IN

95 SEP -7 PM 2: 15

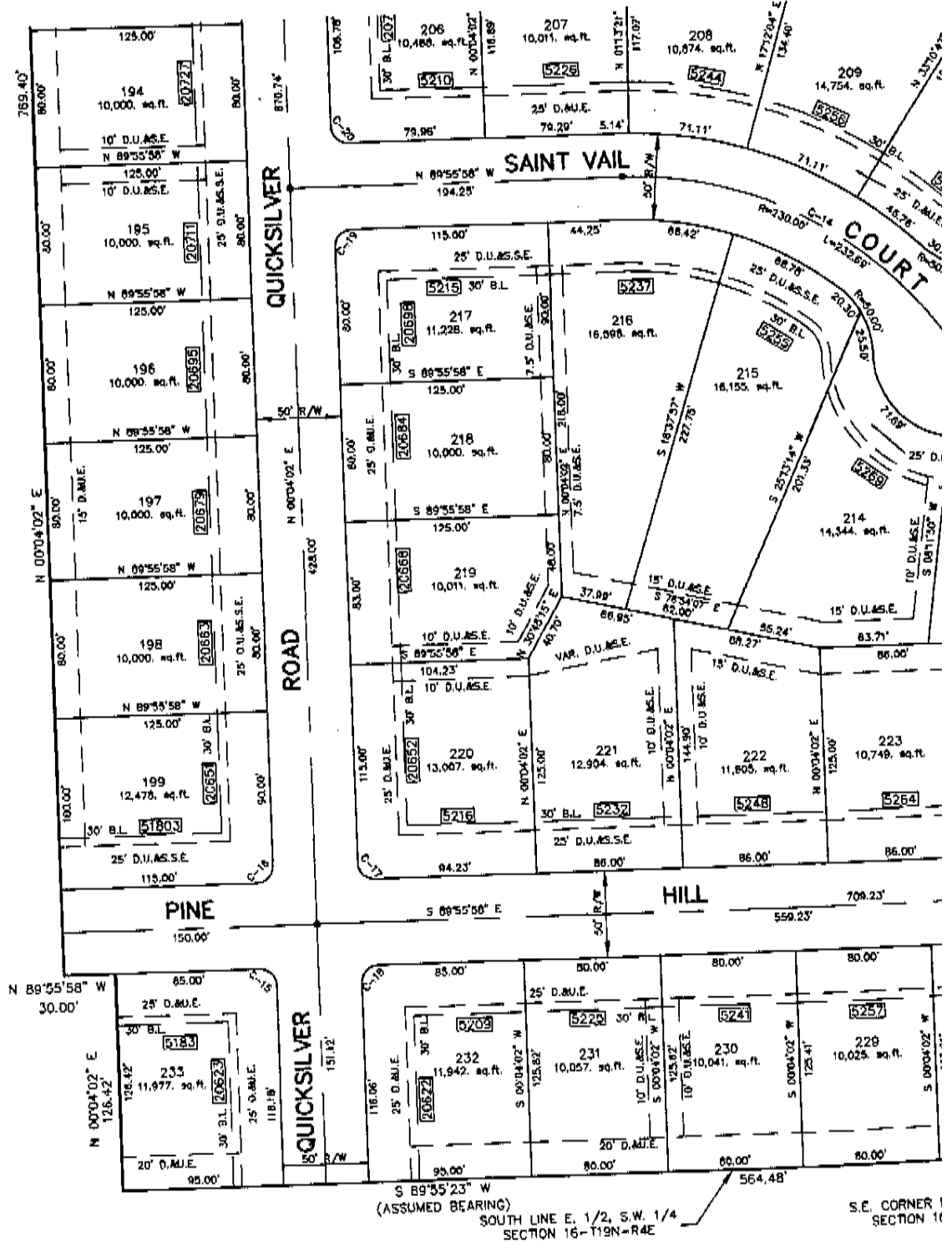
Instrument No. **9550892**
P.C. No. 1 Slide No. **590**

THIS INSTRUMENT PREPARED BY:
CURTIS C. HUFF
STOEPPELWERTH AND ASSOCIATES INC.
9940 ALLISONVILLE ROAD
P.O. BOX 509007
INDIANAPOLIS, INDIANA 46250
PHONE: (317) 849-5935

Prepared For:
Crossmann Communities, Partnership
9202 N. Meridian Street Suite 300
Indianapolis, In 46260
PHONE: (317) 843-9514

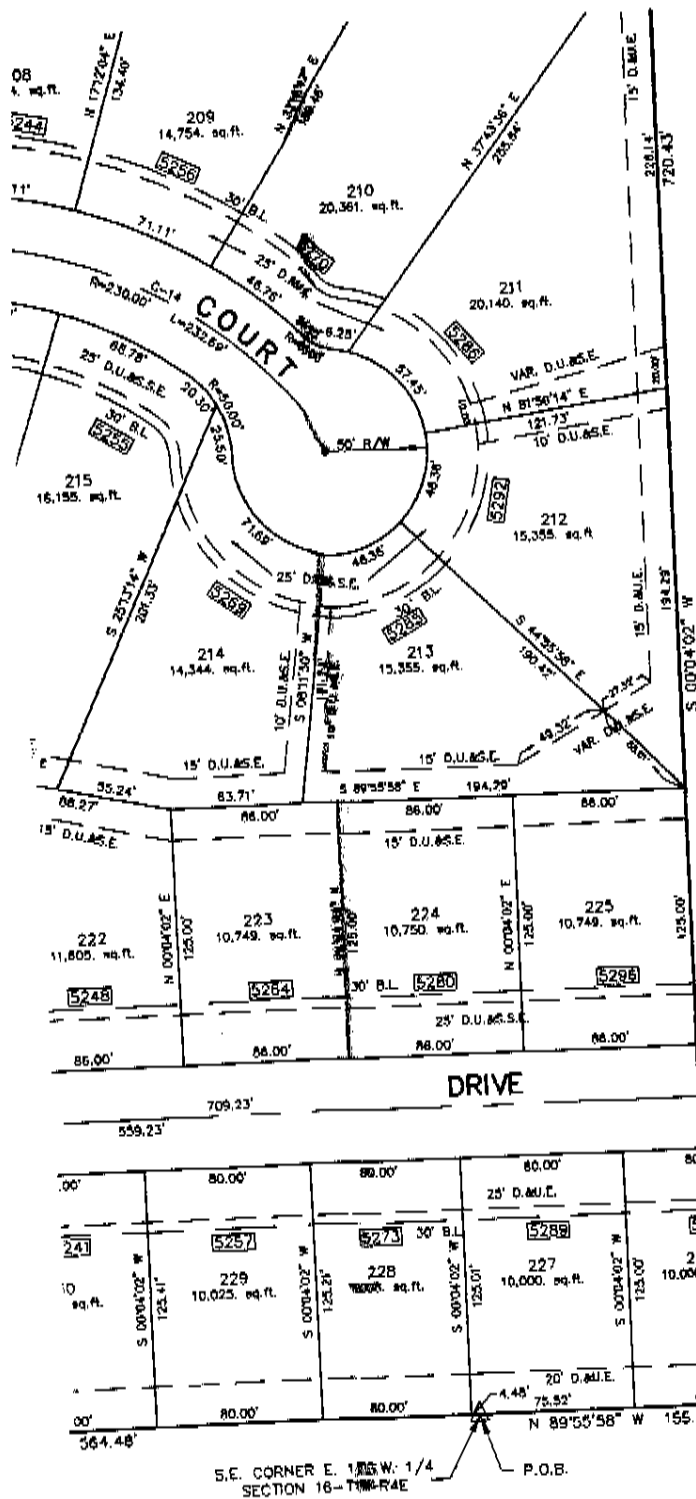
PINE KM SECTION SECONDAR

SEE SHEET NO. 2



S.E. CORNER 1 SECTION 11

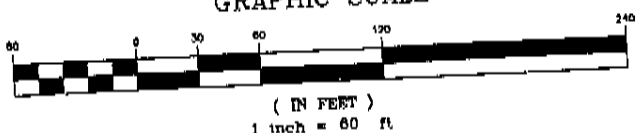
NE KNOLL SECTION 4 CONDARY PLAT



EXISTING PINE KNOLL
SECTION 3
RECORDED AS INST. #940386B
PLAT CABINET 1, SHED NO. 383



GRAPHIC SCALE



DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
7 day of Sept 1995
J. M. Ogle Auditor
Hamilton County
Parcel # _____

S.E. CORNER E. 1/4 S.W. 1/4 SECTION 16-T19N-R4E P.O.B. SOUTH LINE S.E. 1/4 SECTION 16-T19N-R4E

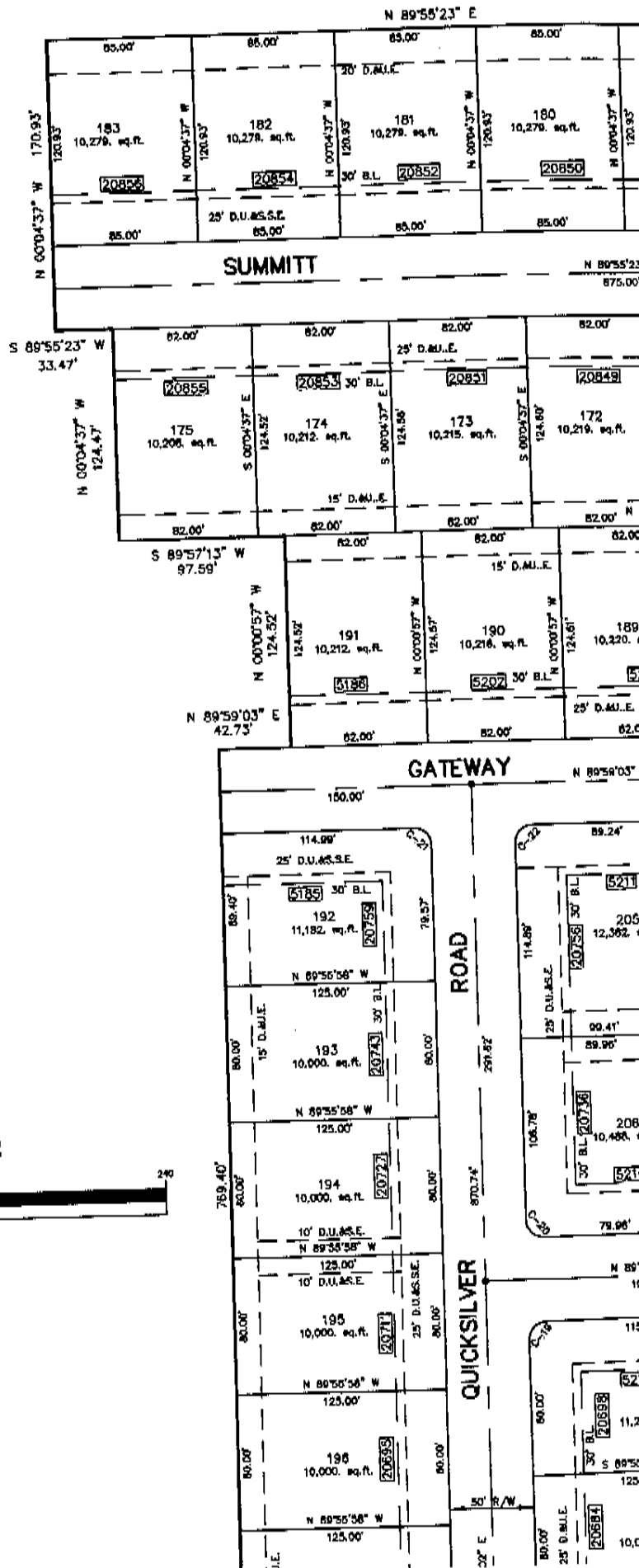
Harry A. Clark
RECORDER
HAMILTON CO., IN

95 SEP -7 PM 2: 15

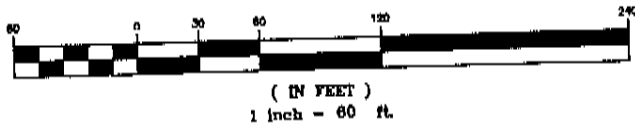
Instrument No. **9550892**
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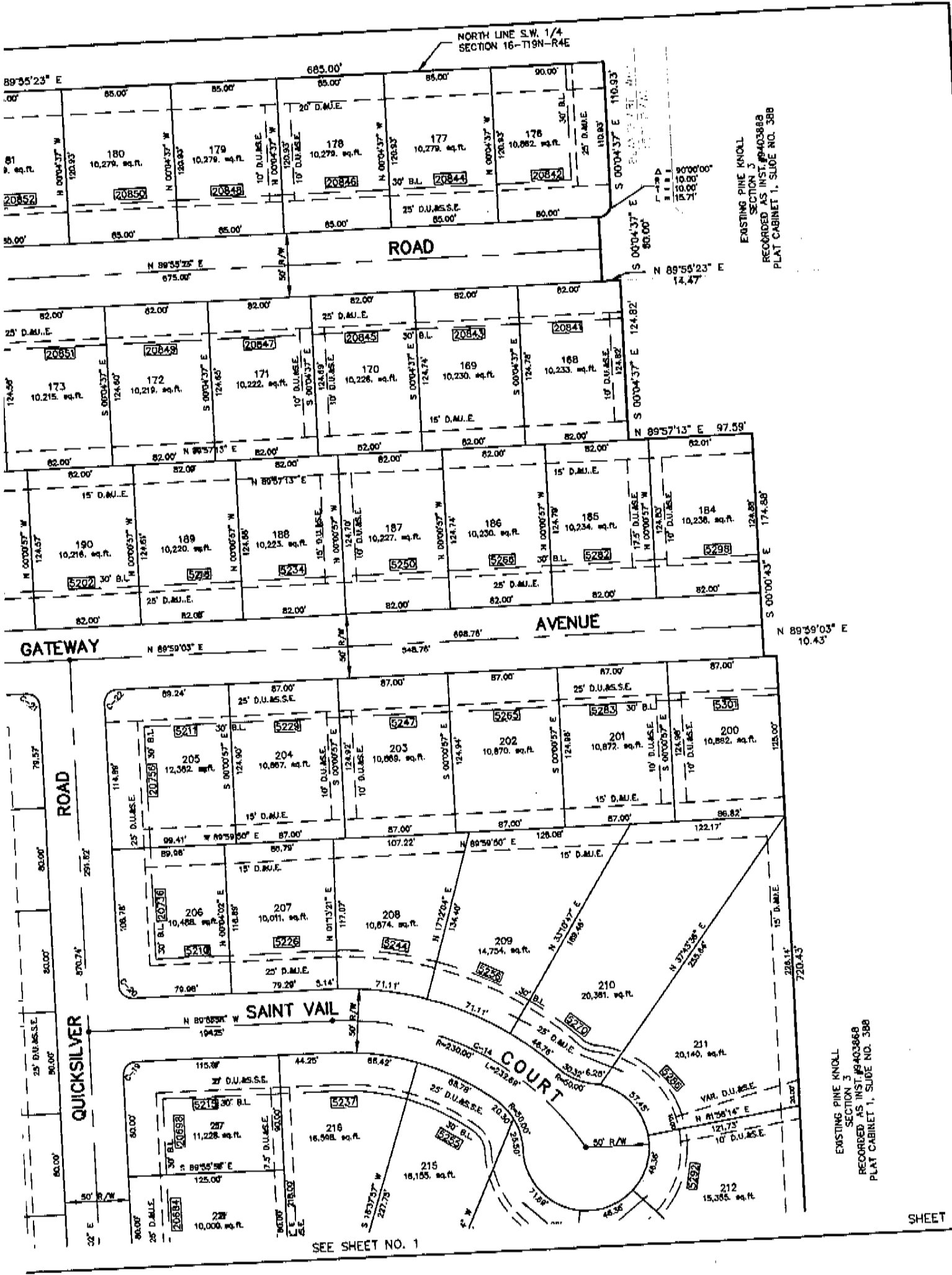
THIS INSTRUMENT PREPARED BY:
CURTIS C. HUFF
STOEPPELWERTH AND ASSOCIATES INC.
9940 ALLISONVILLE ROAD
P.O. BOX 509007
INDIANAPOLIS, INDIANA 46250
PHONE: (317) 849-5935

Prepared For:
Crossmann Communities, Partnership
9202 N. Meridian Street Suite 300
Indianapolis, In 46280
PHONE: (317) 843-9514



GRAPHIC SCALE





EXISTING PINE KNOLL
SECTION 3
RECORDED AS INST. #403888
PLAT CABINET 1, SLIDE NO. 388

EXISTING PINE KNOLL
SECTION 3
RECORDED AS INST. #403888
PLAT CABINET 1, SLIDE NO. 388

SEE SHEET NO. 1

Mary P. Clark
RECORDER HAMILTON CO., IN

Instrument No. 9550892
P.C. No. 1 Slide No. 590

95 SEP -7 PM 2:15

Prepared For:
Crossmann Communities, Inc.
9202 N. Meridian Street Suite 300
Indianapolis, In 46260
PHONE: (317) 843-9514

Pine Knoll
Section 4

I, the undersigned Registered Land Surveyor, hereby, certify that the including plat correctly represents a subdivision of a part of the Southeast Quarter and a part of the East Half 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:

Beginning at the Southeast corner of said Half Quarter Section; thence South 89 degrees 55 minutes 23 seconds West (assumed bearing) along the South line of said East Half of the Southwest Quarter Section 564.48 feet; thence North 00 degrees 04 minutes 02 seconds East 128.42 feet; thence North 89 degrees 55 minutes 58 seconds West 30.00 feet; thence North 00 degrees 04 minutes 02 seconds East 769.40 feet; thence North 89 degrees 55 minutes 03 seconds East 42.73 feet; thence North 00 degrees 00 minutes 57 seconds West 124.52 feet; thence South 89 degrees 57 minutes 13 seconds West 87.59 feet; thence North 00 degrees 04 minutes 37 seconds West 124.47 feet; thence South 89 degrees 55 minutes 23 seconds West parallel with the said South line 33.47 feet; thence North 00 degrees 04 minutes 37 seconds West 170.93 feet; thence North 89 degrees 55 minutes 23 seconds East parallel with the aforesaid South line 885.00 feet to the Northwest corner of Pine Knoll, Section 3 recorded as Instrument #8403868, P.C. No. 1, Slide No. 388 in the Office of the Recorder of Hamilton County, Indiana the following eleven (11) courses are along the Western Boundary of said Pine Knoll, Section 3 (1) South 00 degrees 04 minutes 37 seconds East 110.93 feet to the point of curvature of a curve concave Northwestly, the radius point of said curve being South 89 degrees 55 minutes 23 seconds West 10.00 feet from said point (2) thence South and West along said curve 15.71 feet to a point on said curve, the radius point of said curve being North 00 degrees 04 minutes 37 seconds West 10.00 feet from said point (3) South 00 degrees 04 minutes 37 seconds East 50.00 feet (4) North 89 degrees 55 minutes 23 seconds East 14.47 feet (5) South 00 degrees 04 minutes 37 seconds East 124.82 feet (6) North 89 degrees 57 minutes 13 seconds East 87.59 feet (7) South 00 degrees 00 minutes 43 seconds East 174.88 feet (8) North 89 degrees 59 minutes 03 seconds East 10.43 feet (9) South 00 degrees 04 minutes 02 seconds West 720.43 feet (10) South 89 degrees 55 minutes 58 seconds East 40.77 feet (11) South 00 degrees 04 minutes 02 seconds West 125.00 feet to a point on the South line of said Quarter Section; thence North 89 degrees 55 minutes 58 seconds West along said South line 155.52 feet to the place of beginning containing 21.029 acres more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 86 lots, numbered 168-233 (both inclusive). The size of the lots and width of the streets are shown in feet and decimal parts thereof.

CERTIFIED: Witness my Signature this 18th day of August, 1995.

Curtis C. Huff
Registered Land Surveyor
50348

METS/1882544



LEGEND

- 25 LOT NUMBER
- (123) LOT ADDRESS
- D.U.A.S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- D.U.A.S.E. DRAINAGE UTILITY & SEWER EASEMENT
- D.U.I.E. DRAINAGE & UTILITY EASEMENT
- B.L. BUILDING LINE

MONUMENTS

- DENOTES A "COPPERWELD" 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-14	230.00'	232.89'	127.40'	222.89'	S 80°57'01" E	57°37'55"
C-15	10.00'	15.71'	10.00'	14.14'	S 44°55'58" E	90°00'00"
C-16	10.00'	15.71'	10.00'	14.14'	N 43°04'02" E	90°00'00"
C-17	10.00'	15.71'	10.00'	14.14'	S 44°35'58" E	90°00'00"
C-18	10.00'	15.71'	10.00'	14.14'	S 45°04'02" W	90°00'00"
C-19	10.00'	15.71'	10.00'	14.14'	S 45°04'02" W	90°00'00"
C-20	10.00'	15.71'	10.00'	14.14'	N 44°55'58" W	90°00'00"
C-21	10.00'	15.72'	10.01'	14.15'	S 44°58'27" E	90°04'59"
C-22	10.00'	15.89'	9.99'	14.13'	N 45°01'33" E	89°35'01"

I, Curtis C. Huff, a Registered Land Surveyor licensed in compliance with the laws of the State of Indiana, hereby certify that the within plat represents a survey completed by me on 8/18/1995, that all the monuments shown are to be set, and that the location, size, type and material of said monuments are accurate.

Curtis C. Huff
Curtis C. Huff
Registered Land Surveyor
Indiana #50348



This subdivision shall be known and designated as Pine Knoll, Section 4, a subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated, are hereby dedicated to the public.

This plat is subject to the declaration of covenants, conditions and restrictions of Pine Knoll recorded as Instrument No. _____ and any amendments thereto.

In Testimony whereof, witness the signatures of Owner and Declarant this 18th day of August 1995.

Owner
Crossmann Communities Partnership
an Indiana General Partnership

By: Trimark Development, Inc.
General Partnership

Richard Crosser
Richard Crosser, Vice President
Trimark Development, Inc.

State of Indiana }
County of Marion } SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Crosser, Vice 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 his signature thereto.

Witness my signature and seal this 18th day of August, 1995.



Shirley J. White
Notary Public
Shirley J. White
Printed Name

County of Residence Hendricks
My commission expires: March 21, 1997

METS\17000280

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY ACTS OF 1981 P.C. 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

David W. Dan
President

Steven R. Huntley
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 28th DAY OF August, 1995.

Mary Sue Rowland
Mary Sue Rowland, Mayor

Marilyn Conner
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, 1981, AS AMENDED.

Steven R. Huntley
Steven R. Huntley,
Director of Planning and Development

DATE: 8-30-95

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

Mary S. Clark
RECORDER HAMILTON CO., IN

95 SEP -7 PM 2:15

Instrument No. 9550892
P.C. No. 1 Slide No. 590

COVENANTS AND RESTRICTIONS FOR PINE KNOLL, SECTION 4

Crossmann Communities Inc., 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 tracts 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 4 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 plot plan showing the location with existing structures herein and 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 "dusk to dawn" 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.

Easement 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 remonstrate 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 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 thereafter 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. Invalidity 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.

Owner
Crossmann Communities Partnership
an Indiana general partnership

By: Trimark Development, Inc.
General Partner

Richard Crosser
Richard Crosser, Vice President
Trimark Development Inc., Inc.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Crosser, Vice President of Trimark Development, Inc., the General Partner of Crossmann 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 18th day of August, 1995.

Notary Public

Shirley J. White



County of Residence: Hendricks
My commission expires: May 26, 1997

IN WITNESS WHEREOF, witness the signature on behalf of the Developer this 18th day of August, 1995.

Crossmann Communities, Inc. Partnership
By Trimark Development, Inc. General Partner

By: Richard Crosser
Richard Crosser, Vice President

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Richard Crosser, Vice President of Trimark Development, Inc., who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions as such Vice President acting for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my signature and Notarial Seal this 18th day of August, 1995.

Signature Shirley J. White
Printed Shirley J. White



County of Residence: Hendricks
My commission expires: May 26, 1997

COV16825



CONSULTING ENGINEERS

LAND SURVEYORS

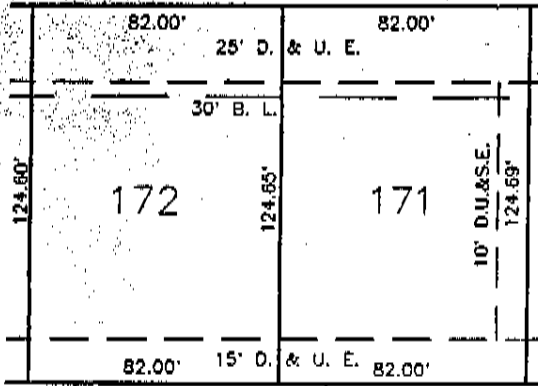
9940 Allisonville Rd. - P.O. Box 509007 - Indianapolis, IN 46250
(317) 849-5935 • 1-800-726-8917 • FAX: (317) 849-5942

JOB # _____

CONTROL # 16825-S4

SUMMITT ROAD

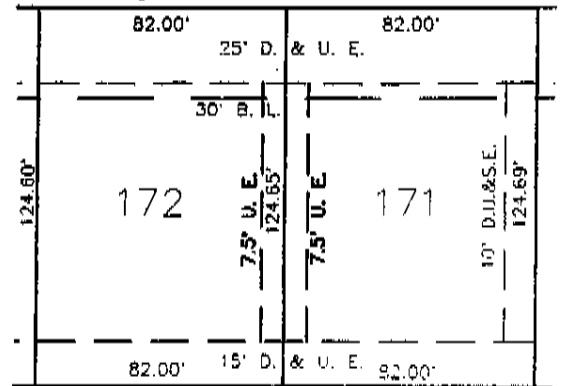
(50' R/W)



INCORRECT

SUMMITT ROAD

(50' R/W)



CORRECT

1" = 50'

SURVEYORS CORRECTION

I, the undersigned Registered Land Surveyor, hereby certify that the plot of Pine Knoll, Section 4, recorded as Instrument #9550892, P.C. No. 1, Slide No. 590 in the Office of the Recorder of Hamilton County, Indiana, contains an error. The incorrect information is shown above and the corrected information is shown adjacent.

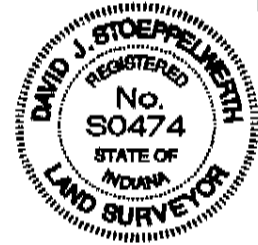
Witness my signature this 2nd day of October, 1995.

Mary S. Clark
RECORDER
HAMILTON CO. IN

95 OCT -3 PM 3:43

David J. Stoepfelwerth
David J. Stoepfelwerth
Registered Land Surveyor
No. 50474

State of Indiana)
County of Marion) 55



REVIEWED BY HAMILTON
COUNTY AUDITORS OFFICE
3rd day of Oct
1995

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David J. Stoepfelwerth and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 2nd day of October 1995.

Maxine H. Webb
Maxine H. Webb, Notary Public



County of Residence: Hamilton
Expiration Date: 12/12/95

INSTR. # 9554520