

# RIVER HIGHLANDS

## SECONDARY PLAT

### PART OF SECTION 35-T18N-R4E HAMILTON COUNTY, INDIANA

DEVELOPER:  
P.K.T. DEVELOPMENT CO.  
1911 LAKESIDE DR.  
FISHERS, INDIANA 46038  
(317) 849-7607

SURVEYOR:  
SCHNEIDER ENGINEERING CORP.  
3020 NORTH POST RD.  
INDIANAPOLIS, IN. 46226  
(317) 898-8282

3. There are strips of ground as shown on the within plat marked "Drainage, Utility and Sewer Easements" or "D.U.S.E.", strips of ground marked "Landscape Easements" or "L.E.", strips of ground marked "Road or Trail Easement" or "R.T.E." and "Wall Maintenance Easement" either separately or in any combination of the same. Such strips of ground are hereby subjected to easements, which are hereby created and reserved for the use of the public utility companies, governmental agencies, Declarant and the Homeowners Association (hereinafter defined), as follows:
- "Drainage, Utility and Sewer Easements" or "D.U.S.E." are created for the use of all public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers, drains and other utility installations for the purpose of furnishing utility service, subject at all times to the proper authorities, and to the easements herein reserved.
  - "Landscape Easements", or "L.E.'s", are created and reserved for the use and benefit of Declarant and the Homeowners Association for the installation, construction, maintenance, repair, reconstruction and replacement of earthen mounds, plantings and other landscaping, walls, fences, entry ways, columns, landscaped irrigation systems, accent lighting systems, street lights, subdivision identification signs and other items.
  - "Wall Maintenance Easements" are created and reserved for the use and benefit of Declarant and the Homeowners Association for the installation, construction, maintenance, repair, reconstruction and replacement of retaining walls.
  - "Road or Trail Easements", or "R.T.E.'s" are created and reserved for the use of Declarant and the River Glen Golf Course (or its successors and assigns) as well as the officers, employees, agents, members, business invitees and guests of River Glen Golf Course (or its successors or assigns) for the installation, construction, maintenance, repair, reconstruction, replacement, use and enjoyment of all the facilities of River Glen Golf Course. Declarant shall pave such R.T.E.'s with a permanent surface selected by Declarant and maintain such paved surfaces in a reasonable manner and at Declarant's expense. Declarant shall have the right to install, repair, maintain, replace and post such signs (lighted or unlighted) along said R.T.E.'s as it deems necessary, but same shall not exceed 96" in height nor 48" in width.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Declarant and the Homeowners Association therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are permitted hereunder to be located in such Landscape Easements and Wall Maintenance Easements; any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party erected and maintaining the same and subject to the rights and easements herein and hereby created.

4. The use of all lots in this subdivision shall be in accordance with the Town of Fishers, Indiana, Zoning Ordinance adopted November 3, 1980, and any amendments thereto (the "Zoning Ordinance"), subject to any variances, waivers or special exceptions to the terms of the Zoning Ordinance at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so. Every lot in this subdivision, unless otherwise designated by Declarant, shall be used exclusively for single family residential purposes. Each owner of a lot shall use and occupy his respective lot in a careful, safe and proper manner and keep such lot in a clean and safe condition in accordance with this plat, the Zoning Ordinance, all health, fire and police requirements and lawful directions of proper public officials. No owner shall conduct, or permit any person to conduct, any unlawful activity in this subdivision.
5. The Private Drive, shown on the within plat as Common Area abutting Lots 47, 48 and 49, shall be owned in common by the owners of said Lots 47, 48 and 49 herein as equal tenants in common. The Private Drive, shown on the within plat as Common Area abutting Lots 54, 55 and 56 shall be owned in common by the owner of said Lots 54, 55 and 56 herein as equal tenants in common. It shall be the obligation of each owner of said lots, in common with the other owners of said lots, to contribute an equal share of the cost of maintenance of the Private Drive. Where a majority of the owners of said lots elects to repair the Private Drive and one or more owners fail to pay their allocable share of the cost of such repair, then the owner paying such cost may file a lien for the reasonable value of labor performed and materials furnished for such repair, as prescribed by the mechanics lien laws of the State of Indiana against any such lot

8. The minimum enclosed and finished liveable area (exclusive of open porches and garages, which shall not be included in the liveable area) for a single story house shall be 2,400 square feet and for a multiple story of multi-level house shall be 2,600 square feet. Each house shall be furnished with an attached garage for a minimum of two (2) cars.
9. All houses and garages shall be provided with hard-surfaced driveways with a width not to exceed the width of the garage door opening associated therewith, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for use not later than the date of initial occupancy of such house. Further, it shall be the obligation and responsibility of the owner of each lot to install, or cause his builder to install, sidewalks in accordance with the requirements and standards of the Subdivision Control Ordinance of Fishers, Indiana - 1980, adopted November 3, 1980, and any amendments thereto, along (and within the right of way of) all interior streets in this subdivision upon which such owner's lot abuts (i.e., along all streets shown on this plat. Such sidewalk shall be installed by the owner or builder concurrently with the original construction of the house on a lot, and shall be fully completed and available for use not later than the date of initial occupancy of such house. Each house shall also have a continuous concrete sidewalk from the driveway to the front porch or entry way.
10. The within covenants, limitations and restrictions may be amended at any time, and from time to time, by the approval of such amendment by the owners of at least two-thirds of the lots in this subdivision; provided however, that any such amendments hereto during the Development Period shall require prior written approval of Declarant.
11. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to each of the owners of the several lots in this subdivision, their heirs and assigns. Declarant, the Homeowners Association (as to its rights and interests in the Landscape Easements, and matters relating thereto), the Architectural Committee and the Fishers Advisory Plan Commission, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner, owners or party by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2016, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to chance (or terminate) these covenants, limitations and restrictions in whole or in part; provided, however, that no change of termination of said covenants, limitations and restrictions shall affect any easement hereby created or granted or unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants, limitations and restrictions contained herein by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.
12. In addition to the covenants, limitations and restrictions contained in this plat, all of the real estate described in this plat is subject to certain additional covenants and restrictions contained in a separate instrument titled as "Declaration of Restrictions" which is recorded as instrument number 91-28596 in the Office of Recorder of Hamilton County, Indiana, providing for a not-for-profit corporation which is incorporated under the name "River Highlands Homeowners Association, Inc." (hereinafter referred to as the "Homeowners Association"), (herein provides for the Homeowners Association to be responsible for the maintenance, upkeep, repair, operation and administration of, or installation and improvements made or to be made by Declarant in the Landscape Easements provided for and in similar landscape easements which have heretofore been or may hereafter be created in this plat), and for the sharing of the costs thereof by the owners of certain lots and properties benefitted thereby, and subject further to all of the rights, powers, duties and obligations of the Homeowners Association, as set forth or to be set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in this plat shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.

In witness whereof, P.K.T. DEVELOPMENT COMPANY, by its duly authorized partner, has executed this instrument this 4<sup>th</sup> day of DEC., 1991.

P.K.T. DEVELOPMENT COMPANY, an Indiana General Partnership

12:25 PM  
RECEIVED FOR RECORD

JAN 09 92

Sharon K. Cherry  
HAMILTON COUNTY RECORDER

Instrument No. 9201051  
P.C. No. 1 Slide No. 213

# RIVER HIGHLANDS

## SECONDARY PLAT

PART OF  
SECTION 35-T18N-R4E  
HAMILTON COUNTY, INDIANA

### LAND DESCRIPTION

Part of Section 35, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 35, Township 18 North, Range 4 East; thence North 89 degrees 46 minutes 39 seconds East (Assumed Bearing) along the South line of said Southeast Quarter Section a distance of 559.59 feet to a point on the centerline of Allisonville Road; thence North 14 degrees 57 minutes 48 seconds East along the said centerline a distance of 3237.71 feet to a curve having a radius of 81850.10 feet, the radius point of which bears North 75 degrees 02 minutes 12 seconds West; thence Northwesterly along the arc of said curve and the centerline of said Allisonville Road a distance of 503.79 feet to a point which bears South 75 degrees 23 minutes 22 seconds East from said radius point and the Point of Beginning; thence North 75 degrees 23 minutes 22 seconds West a distance of 410.00 feet; thence North 29 degrees 07 minutes 23 seconds West a distance of 309.48 feet; thence North 38 degrees 35 minutes 49 seconds West a distance of 226.71 feet; thence North 27 degrees 26 minutes 41 seconds West a distance of 423.27 feet; thence South 79 degrees 37 minutes 17 seconds West a distance of 94.64 feet; thence South 05 degrees 52 minutes 06 seconds East a distance of 383.13 feet; thence South 15 degrees 44 minutes 01 seconds East a distance of 108.28 feet; thence South 33 degrees 38 minutes 43 seconds East a distance of 502.15 feet; thence South 01 degrees 19 minutes 01 seconds West a distance of 246.83 feet; thence South 20 degrees 18 minutes 36 seconds West a distance of 191.13 feet; thence North 66 degrees 48 minutes 04 seconds West a distance of 238.59 feet; thence North 32 degrees 18 minutes 51 seconds West a distance of 257.37 feet; thence North 24 degrees 43 minutes 20 seconds West a distance of 122.15 feet; thence North 29 degrees 54 minutes 31 seconds West a distance of 115.13 feet; thence North 58 degrees 31 minutes 13 seconds West a distance of 449.92 feet; thence South 86 degrees 59 minutes 26 seconds West a distance of 262.35 feet; thence South 89 degrees 26 minutes 02 seconds West a distance of 216.26 feet; thence North 30 degrees 39 minutes 09 seconds East a distance of 376.05 feet; thence North 36 degrees 45 minutes 17 seconds East a distance of 138.92 feet; thence North 00 degrees 09 minutes 01 seconds West a distance of 193.50 feet; thence North 31 degrees 06 minutes 14 seconds East a distance of 350.37 feet; thence North 45 degrees 00 minutes 09 seconds East a distance of 165.46 feet; thence North 70 degrees 49 minutes 16 seconds East a distance of 48.70 feet; thence North 17 degrees 15 seconds East a distance of 306.24 feet; thence South 87 degrees 40 minutes 05 seconds East a distance of 127.84 feet; thence South 69 degrees 43 minutes 26 seconds East a distance of 267.00 feet; thence North 82 degrees 21 minutes 26 seconds East a distance of 375.00 feet; thence South 88 degrees 43 minutes 26 seconds East a distance of 208.00 feet; thence North 82 degrees 29 minutes 47 seconds East a distance of 406.35 feet to the centerline of Allisonville Road and a curve having a radius of 2546.48 feet, the radius point of which bears South 71 degrees 26 minutes 02 seconds East (the next 4 (four) described courses being along the centerline of said Allisonville Road); thence Southwesterly along the arc of said curve a distance of 113.46 feet to the point of compound curvature of a curve having a radius of 2912.56 feet, the radius point of which bears South 73 degrees 59 minutes 12 seconds East; thence Southwesterly along the arc of said curve a distance of 891.33 feet to a point which bears North 75 degrees 44 minutes 12 seconds West from said radius point; thence South 14 degrees 15 minutes 48 seconds West a distance of 245.00 feet to a curve having a radius of 81850.10 feet, the radius point of which bears North 75 degrees 44 minutes 12 seconds West; thence Southwesterly along the arc of said curve a distance of 496.20 feet to the Beginning Point (said point bears South 75 degrees 23 minutes 22 seconds East from said radius point), containing 57.172 acres, more or less.

This subdivision consists of 57 lots, numbered 1 through 57, Blocks "A" and "B" together with common areas, streets and easements as shown on the within plat.

The size of lots, blocks and common areas and width of streets and easements are shown in figures denoting feet and decimal parts thereof.

I, Edward D. Giacoletti, hereby certify that I am a registered land surveyor, licensed in compliance with the laws of the state of Indiana, that the within plat represents a survey completed by me on NOV 25, 1991, that all the monuments shown are to be set.

*Edward D. Giacoletti*  
Edward D. Giacoletti  
Registered Land Surveyor  
Indiana - #S0560  
11/25/91



### COMMISSION CERTIFICATE:

Under authority provided by Title 36, Acts of 1981, P.L. 309 enacted by the General Assembly of the State of Indiana, and acts amendatory thereto and an ordinance adopted by the Town of Fishers, Indiana as follows:

Adopted by the Fishers Planning Commission at a meeting held 11/13, 1990.  
*John Zerbo* President, John Zerbo  
*Michael S. Dellinger* Secretary, Michael S. Dellinger

### RIVER HIGHLANDS PLAT RESTRICTIONS

- There are strips of ground as shown on the within plat marked "Drainage, Utility and Sewer Easements" "D.U. & S.E.", strips of ground marked "Landscape Easement" or "L.E.", strips of ground marked "Road or Trail Easement" or "R.T.E." and "Wall Maintenance Easement" either separately or in any combination of the same. Such strips of ground are hereby subjected to easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies, Declarant and the Homeowners Association (hereinafter defined), as follows:
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- No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street with the...

This document referred  
to in Document No.

9426560

#13

Rel 6-10-94

Roady Trail Easement

Encroachment  
Agreement

This document referred  
to in Document No.

200000011120

Rec. 3-9-2000

I, EDWARD D. GIACOLETTI, HEREBY CERTIFY THAT I AM A REGISTERED  
LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE  
STATE OF INDIANA THAT THE WITHIN PLAT REPRESENTS A SURVEY  
COMPLETED BY ME ON NOV. 25, 1991 THAT ALL  
THE MONUMENTS SHOWN ARE TO BE SET.

*Edward D. Giacoletti*  
EDWARD D. GIACOLETTI  
REGISTERED LAND SURVEYOR 11125171  
INDIANA - #S0560



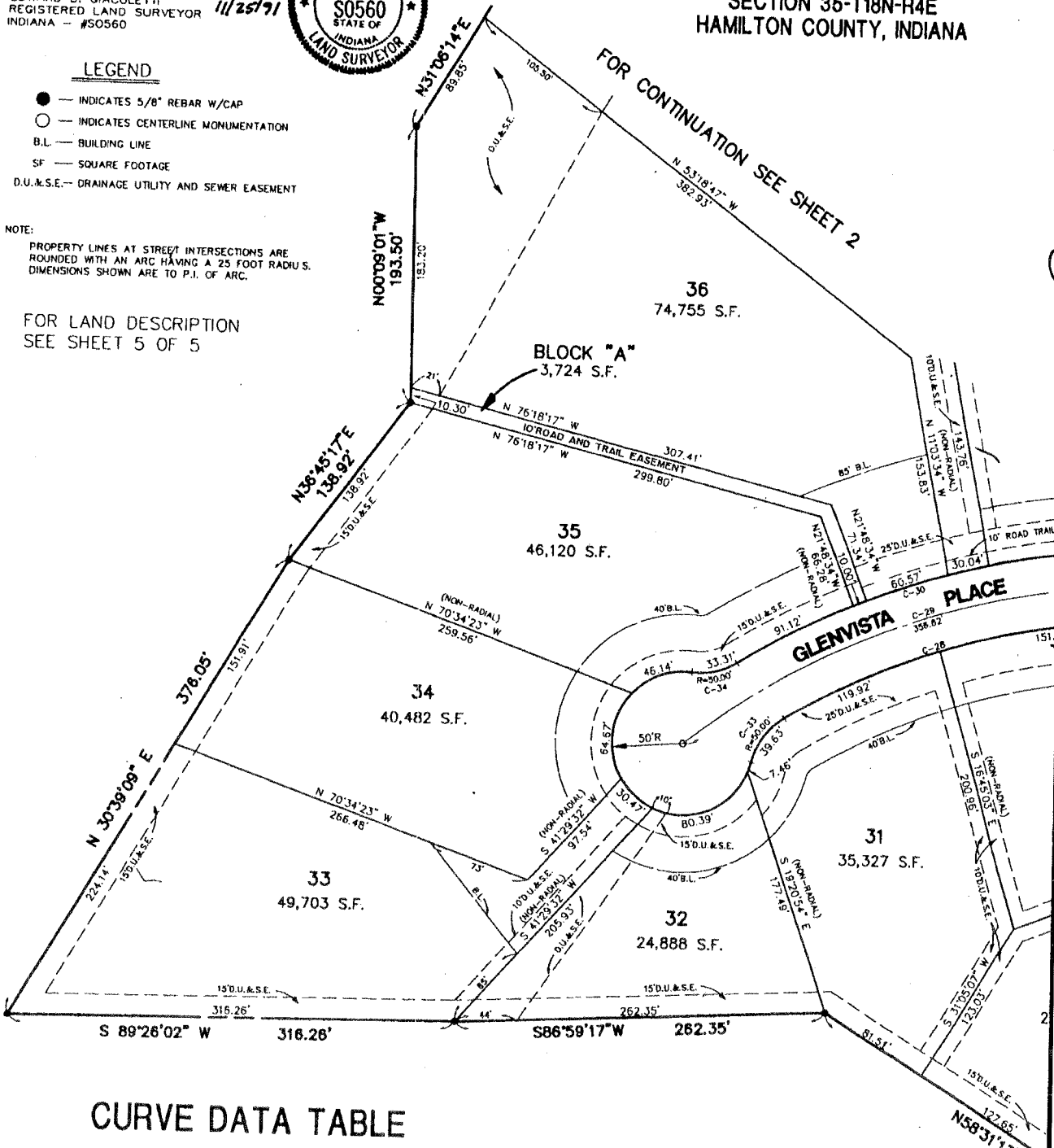
# RIVER HIGHLANDS

SECONDARY PLAT  
PART OF  
SECTION 35-T18N-R4E  
HAMILTON COUNTY, INDIANA

- LEGEND**
- — INDICATES 5/8" REBAR W/CAP
  - — INDICATES CENTERLINE MONUMENTATION
  - B.L. — BUILDING LINE
  - SF — SQUARE FOOTAGE
  - D.U.&S.E. — DRAINAGE UTILITY AND SEWER EASEMENT

NOTE:  
PROPERTY LINES AT STREET INTERSECTIONS ARE  
ROUNDED WITH AN ARC HAVING A 25 FOOT RADIUS.  
DIMENSIONS SHOWN ARE TO P.I. OF ARC.

FOR LAND DESCRIPTION  
SEE SHEET 5 OF 5



CURVE DATA TABLE