

# CROSSWINDS at WINDERMERE SECTION I

## SECONDARY PLAT FOR SECTION I

Part of Section 8 and Section 9, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana

### LEGAL DESCRIPTION

#### CROSSWINDS AT WINDERMERE SECTION I

A part of the East Half of the Southeast Quarter, and part of the Southeast Quarter of the Northwest Quarter of Section 8, Township 17 North, Range 5 East, also part of the Southeast Quarter of the Northwest Quarter, and part of the Northwest Quarter of the Southeast Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian in Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 8, thence South 00 degrees 08 minutes 46 seconds West (an assumed bearing) along the West Line of said Northwest Quarter 838.68 feet to the point of beginning; thence South 89 degrees 53 minutes 14 seconds East 40.00 feet; thence South 44 degrees 53 minutes 14 seconds East 70.71 feet; thence South 88 degrees 53 minutes 14 seconds East 233.24 feet; thence North 87 degrees 05 minutes 34 seconds East 237.31 feet to a tangent curve from which the radius point bears North 02 degrees 54 minutes 26 seconds West; thence Northwesterly along said curve on an arc distance of 37.95 feet to a point from which the radius point bears North 89 degrees 53 minutes 15 seconds West, said curve having a radius of 25.00 feet; thence North 87 degrees 12 minutes 44 seconds East 50.06 feet; thence North 00 degrees 08 minutes 46 seconds East 64.65 feet to a tangent curve from which the radius point bears South 89 degrees 53 minutes 15 seconds East; thence Northwesterly along said curve on an arc distance of 20.22 feet to a point from which the radius point bears South 88 degrees 19 minutes 21 seconds East, said curve having a radius of 33.00 feet; thence North 85 degrees 17 minutes 01 seconds East 120.53 feet; thence North 88 degrees 22 minutes 45 seconds East 64.97 feet; thence North 38 degrees 28 minutes 58 seconds East 421.27 feet; thence North 10 degrees 42 minutes 38 seconds East 425.46 feet; thence North 35 degrees 32 minutes 54 seconds East 205.39 feet; thence North 62 degrees 20 minutes 46 seconds East 227.25 feet; thence South 09 degrees 35 minutes 10 seconds East 215.43 feet to a point from which the radius point bears South 09 degrees 35 minutes 10 seconds East, said curve having a radius of 33.85 feet to a point from which the radius point bears South 17 degrees 30 minutes 12 seconds East 147.34 feet; thence South 71 degrees 20 minutes 20 seconds West 51.78 feet; thence North 17 degrees 48 minutes 57 seconds West 53.78 feet; thence South 00 degrees 00 minutes 00 seconds West 272.43 feet; thence South 22 degrees 40 minutes 44 seconds West 238.22 feet; thence South 38 degrees 28 minutes 58 seconds East 81.64 feet; thence South 51 degrees 31 minutes 02 seconds East 318.51 feet to the West Line of said Section 8, thence South 00 degrees 08 minutes 46 seconds East 117.34 feet to the point of beginning and containing 30.502 acres more or less.

This subdivision consists of 65 lots numbered 1 through 20 inclusive, and 162 through 182 inclusive, and Block "A" which contains 0.05 acre more or less with streets shown hereon. The dimensions of the lots, blocks, rights-of-way, and easements are shown on the plat and described therein.

Subject to all legal easements and rights-of-way of record.

I, the undersigned, hereby certify that above description is true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 22nd day of September, 1994.

Richard A. Lewis  
Registered Land Surveyor State of Indiana No. S0001



I, the undersigned, TIMOTHY C. PETERSON, on behalf of the PRECEDENT, THE MANAGING GENERAL PARTNER OF WINDERMERE PARTNERS, AN INDIANA PARTNERSHIP (HEREINAFTER REFERRED TO AS "DECLARANT"), BEING THE OWNER OF RECORD OF THE ABOVE DESCRIBED REAL ESTATE HEREBY CERTIFIES THAT IT DOES LAY OFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS, BLOCKS AND STREETS IN ACCORDANCE WITH THIS PLAT AND CERTIFICATE.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "CROSSWINDS AT WINDERMERE SECTION I".

ALL RIGHTS-OF-WAY SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC FOR ITS USE AS PUBLIC HIGHWAYS.

THIS PLAT HEREBY VACATES LOTS 1,2,3, AND 4 IN FALL CREEK TERRACE 1st SECTION AS SHOWN IN PLAT BOOK 3, PAGE 15 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA. THE VACATION INCLUDES ALL DRAINAGE AND UTILITY EASEMENTS, RESTRICTIONS, BUILDING LINES, AND ALL OTHER RESTRICTIONS OR ENCUMBRANCES AS THEY APPLY TO LOTS 1,2,3, AND 4 IN SAID FALL CREEK TERRACE 1st SECTION.

IN ADDITION TO THE COVENANTS AND RESTRICTIONS HEREINAFTER SET FORTH AND CONTAINED IN THIS PLAT, THE REAL ESTATE DESCRIBED IN THIS PLAT IS ALSO SUBJECT TO CERTAIN ADDITIONAL COVENANTS AND RESTRICTIONS CONTAINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDERMERE, RECORDED ON THE 10th DAY OF DECEMBER, 1992, AS INSTRUMENT No. 92-48816 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA (HEREINAFTER REFERRED TO AS "DECLARATION"). AND TO THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS OF THE WINDERMERE HOMEOWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS "ASSOCIATION") AND THE NEW CONSTRUCTION COMMITTEE (HEREINAFTER REFERRED TO AS "NCC") AS SET FORTH IN THE DECLARATION AND TO REQUIRE COMPLIANCE THEREWITH BY THE NCC. 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 THE DECLARATION, THE CONFLICTING COVENANT OR RESTRICTION CONTAINED IN THIS PLAT SHALL GOVERN AND ONLY 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. ALL OF THE COVENANTS, CONDITIONS, RESTRICTIONS, POWERS, DUTIES AND OBLIGATIONS CONTAINED IN THE DECLARATION ARE HEREBY INCORPORATED HEREBY BY REFERENCE. IN ORDER TO PROVIDE ADEQUATE PROTECTION TO ALL PRESENT AND FUTURE OWNERS OF LOTS IN THIS SUBDIVISION THE FOLLOWING COVENANTS, RESTRICTIONS AND LIMITATIONS, IN ADDITION TO THOSE SET FORTH IN THE DECLARATION, ARE HEREBY SET FORTH UPON AND SHALL RUN WITH THE LAND INCLUDED IN THIS SUBDIVISION AND SHALL BE BINDING UPON THE DECLARANT AND ANYONE AT ANY TIME OWNING ANY PART OR PORTION OF SUCH LAND.

1. **PLAN REVIEW:**  
Prior to application for Improvement Location Permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been reviewed in writing by the NEW CONSTRUCTION COMMITTEE as defined in Article XX, Section 12.2 of the Declaration. Such approval shall include but not be limited to building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Windermere design guidelines.

A. **ARCHITECTURAL CONTROL:**  
1. The exterior finish of all facades must be brick, stucco or other masonry material.  
2. Residential roof pitches must be a minimum of 9/12 front to rear and a minimum of 10/12 on all front gables.  
3. All exterior colors and brick choices must be approved in writing by the NCC prior to commencement of residential construction.  
4. The exterior of all residential dwellings must consist of a minimum of twenty five percent (25%) brick or masonry material and the balance must be wood material. Wood sheathing may be used for screened porches, gable treatments and other intermittent places approved by the NCC. The NCC shall reserve the right to modify the brick and/or masonry requirement.  
5. The siding for all windows must be made of wood material.

2. **EASEMENTS FOR DRAINAGE, SEWERS, AND UTILITIES:**  
Lots are subject to the following drainage easements, sewer easements, utility easements, landscape easements, and non-access easements, whether separately or in combination, as shown on the plat, which easements are reserved for the use of the lot owners, the ASSOCIATION, public or private utility companies and government agencies, as follows:

A. **Drainage Easements (D.E.)** are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground public or private drainage systems. It shall be the individual responsibility of the lot owner to maintain the drainage courses his own lot, under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage of any time by any government authority having jurisdiction over drainage by DECLARANT, its successors or assigns.

B. **Sewer Easements (S.E.)** are created for the use of the utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve CROSSWINDS AT WINDERMERE SECTION I. Sewer easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts or other related utility structures of sanitary sewers are part of said system.

C. **Utility Easements (U.E.)** are created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cables or other related utility structures, as well as for the uses specified in the easement easements.

D. **Landscape Easement (L.E.)** are created over and across lots as areas within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directional lighting, irrigation systems and other improvements may be constructed and maintained by the DECLARANT or the ASSOCIATION to provide landscape design continuity and create attractive and aesthetically pleasing areas throughout the properties. Within Landscape Easements, the DECLARANT and the ASSOCIATION shall have the right to reconstruct and remove such landscape improvements as described herein. Owners of lots restricted by Landscape Easements shall have the right to fully use and enjoy the land granted on the easements, except for such use as may impede, impede, or unreasonably interfere with the exercise by the DECLARANT or ASSOCIATION of the rights granted herein. Owners of lots restricted by Landscape Easements shall not construct, nor permit to be constructed any structure or obstruction on or over any part of a Landscape Easement or the interfering with the DECLARANT's or ASSOCIATION's ability to a gain access to the Landscape Easement.

E. The owner of all lots in this subdivision shall take title subject to the rights of the public or private utility, governmental agencies, the DECLARANT and the ASSOCIATION and rights of the other lot owners in this subdivision in the easement herein set forth and shall not interfere with, along and through the strips of ground for the purposes herein stated.

3. **DWELLING SIZE AND USE:**  
All lots in this subdivision shall be known and designated as residential lots and no business may be conducted on any part thereof, except as allowed by Article XII, Section 13.28 of the DECLARATION. No structure shall be erected, altered, or permitted to remain on any residential lot herein other than one detached single-family dwelling not to exceed 35 feet in height and residential accessory buildings. Any garage, or accessory building erected shall be of a residential type of construction and shall conform to the general architecture and appearance of the subdivision. The minimum square footage of living space of the dwelling constructed on all residential lots shall be 1,600 square feet for a single floor residence and 2,000 square feet for a two story residence. The lot area shall be not less than 2,000 square feet for a two story residence, exclusive of porches, terraces, garages, carports, accessory buildings and basements.

4. **LANDSCAPE REQUIREMENTS:**  
Lots are subject to the following minimum landscape specifications which must be completed prior to obtaining an occupancy permit. The NCC may grant extensions due to inherent restrictions.  
A. Public sidewalks shall be constructed per standards established by the NCC or the appropriate governmental agency.  
B. A yard sign to stem light poles and mailboxes must be installed within the street right-of-way with uniform make, type, size and location determined by the NCC.  
C. The front and side yard area of all lots shall be seeded and the remaining yard area must be seeded with a grass mixture. Hydro seeding may be applied if approved by the NCC.  
D. Each lot shall provide two (2) three inch (3") water supply trees except each street corner lot must provide four (4) three inch (3") water supply trees. The species and location to be determined by the NCC.

5. **SANITARY SEWER CONTAINERS:**  
The sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks.

6. **RESIDENTIAL SETBACK REQUIREMENTS:**  
The front yard setback lines shall comply with applicable zoning laws. The side yard setback lines shall not be less than five (5) feet from side lot line with a minimum aggregate of twenty (20) feet between residential structures. The rear yard setback lines shall be twenty (20) feet from rear lot line.

7. **INTERSECTION VISIBILITY:**  
No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines. No trees shall be permitted to remain within said distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines referred to above.

8. **USE RESTRICTIONS:**  
Restrictions on use of lots in this subdivision exist and are described in detail in Article XII of the DECLARATION. Uses restricted by the DECLARATION include by way of example but without limitation: signs, parking, animals and pets, antennas, pools, fences, lighting, landscaping, heating and businesses. The DECLARANT hereby reserves for itself and the ASSOCIATION the right to construct and maintain certain improvements within the right-of-way of streets within the plat.

9. **DECLARATION:**  
These covenants are to run with the land, and shall be binding upon the land and remain in effect for a period of thirty (30) years after the date that this plat is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless such extension is disapproved pursuant to the procedure described in Article XV, Section 15.2 of the DECLARATION.

10. **ENFORCEMENT:**  
The right of enforcement of each of the foregoing restrictions by all lot owners in this subdivision but not limited to the right to cause the removal by one process of law of structures erected or maintained in violation thereof, is reserved to the ASSOCIATION. The owners of the lots in this subdivision, their heirs, successors or assigns, who are entitled to such relief without being required to show any damage of any kind.

11. **DECLARATION:**  
The real estate described in this plat is also subject to the certain easements, conditions and restrictions contained in that Certain Declaration of Covenants, Conditions and Restrictions for Windermere, recorded on the 10th day of December, 1992, as Instrument No. 92-48816 in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Declaration"), and to the rights, powers, duties and obligations of the Windermere Homeowners Association, Inc. (hereinafter referred to as "Association") and the New Construction Committee (hereinafter referred to as "NCC"), as set forth in the Declaration, as amended from time to time.

OWNERS OF LOTS WITHIN CROSSWINDS AT WINDERMERE SECTION I SHALL BE SUBJECT TO AN ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDERMERE AS REQUIRED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA AS INSTRUMENT No. 92-48816.

IN TESTIMONY WHEREOF, witness the signature of the DECLARANT "22" of September, 1994.

WITNESS my hand and Notary Seal this 22nd day of September, 1994.

Before me, a Notary Public in and for said County and State, personally appeared TIMOTHY C. PETERSON, on behalf of the PRECEDENT THE MANAGING GENERAL PARTNER OF WINDERMERE PARTNERS AS OWNER OF THE ABOVE DESCRIBED REAL ESTATE AND ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED.

WITNESS my hand and Notary Seal this 22nd day of September, 1994.

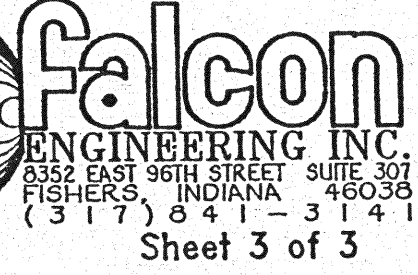
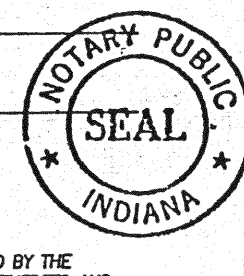
Commission Expires: 5-17-97

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD ON THE 24th DAY OF February, 1994.

FISHERS TOWN PLAN COMMISSION

SECRETARY: Wesley G. Reicher

Wesley G. Reicher



### CERTIFICATE OF CORRECTION

#### CROSSWINDS AT WINDERMERE SECTION I

The purpose of this correction is to revise Section 1. Plan Review, Paragraph A. Architectural Control, Numbers 3 and 4 of the Secondary Plat of Crosswinds at Windermere Section I, an addition in Hamilton County, the plat of which is recorded as Instrument Number 9441700 in Plat Cabinet 1, Slide 471 in the Office of the Recorder of Hamilton County, Indiana.

The revisions are shown below.

I, the undersigned hereby certify that the above description to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 25th day of Oct, 1994.

Richard A. Lewis  
Registered Land Surveyor No. S0001

Original:  
3. Residential roof pitches must be a minimum of 8/12 front to rear and a minimum of 10/12 on all front gables.

4. The exterior of all residential dwellings must consist of a minimum of twenty five percent (25%) brick or masonry material and the balance must be wood material. Wood sheathing may be used for screened porches, gable treatments and other intermittent places approved by the NCC. The NCC shall reserve the right to modify the brick and/or masonry requirements.

Revised:  
3. Residential roof pitches must be a minimum of 8/12 front to rear and a minimum of 10/12 on all front gables. The NCC will allow exceptions for porch roofs, deck enclosures and other intermittent places.

4. The exterior of all residential dwellings must consist of a minimum of twenty percent (20%) brick or masonry material and the balance must be wood material. The NCC shall reserve the right to modify the brick and/or masonry requirements.

IN TESTIMONY WHEREOF, witness the signature of Windermere Partners, as owner of said Crosswinds at Windermere Section I on this 25th day of Oct, 1994.

Windermere Partners, an Indiana Partnership

Timothy C. Peterson  
on Behalf of The Precedent  
Managing G.P. of Windermere Partners

NOTARY PUBLIC  
COUNTY OF INDIANA  
STATE OF INDIANA  
COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, personally appeared Timothy C. Peterson, on behalf of The Precedent, the Managing General Partner of Windermere Partners as owner of the above described real estate and Richard A. Lewis, Registered Land Surveyor who acknowledged execution of the foregoing instrument as their voluntary act and deed.

Witness my hand and Notarial Seal this 25th day of Oct, 1994.

Lynd R. Rigney, Notary Public  
County of Residence: Hamilton  
Commission Expires: 5-17-97

This Instrument Prepared by Richard A. Lewis, L.S.