CROSSWINDS @ WINDERMERE - SECTION IV

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

Land Description
Crosswinds & Windermere — Section IV

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

Commencing at the Northwest Corner of the Northwest Quarter of said Section 9, thence South 00 degrees 06 minutes 06 seconds West 842.30 feet along the West Line of said Northwest Quarter to the POINT OF BEGINNING; thence continue along said West Line South 00 degrees 06 minutes 06 seconds West 475.00 feet to the Northwest Corner of the Southwest Quarter of said Section 9; thence South 89 degrees 27 minutes 24 seconds West along the North Line of the Southeast Quarter of the Northeast Quarter 20.00 feet to the northeast corner of Genn Abbey Village Section One, Phase Two a subdivision in Hamilton County recorded as per instrument No. 9539338 in Plat Cabinet One, Slide No. 564 in the Office of the Recorder in Hamilton County, Indiana; thence South 00 degrees 06 minutes 06 seconds West along the easterly boundary of said Glenn Abbey Village Section One, Phase Two 372.09 feet to the northeast corner of Glenn Abbey Village Section One, Phase Three a subdivision in Hamilton County recorded as per Instrument No. 9624520 in Plat Cabinet One, Slide No. 679 in the Office of the Recorder in Hamilton County, Indiana, thence South 00 degrees 06 minutes 06 seconds West along the easterly boundary of said Glenn Abbey Village Section One, Phase Three 556.23 feet; thence continue along the easterly boundary of said Glenn Abbey Village Section One, Phase Three South 35 degrees 33 minutes 35 seconds East 199.75 feet to a point or the northerly boundary of Crosswinds at Windermere Section One a subdivision in Hamilton County recorded as per Instrument No. 9441700 in Plot Cabinet One, Side No. 471 in the Office of the Recorder in Hamilton County Indignor thence North 62 degrees 20 minutes 46 seconds Fast Hamilton County, Indiana: thence North 62 degrees 20 minutes 46 seconds East 140.85 feet along said northerly boundary of said Crosswinds at Windermere Section One to the westerly boundary of Crosswinds at Windermere Section Two a subdivision in Hamilton County recorded as per Instrument No. 9632767 in Plat Cabinet One, Side No. 699 in the Office of the Recorder in Hamilton County, Indiana, the next two calls being along the westerly boundary of said Crosswinds of Mindermere Section, Two; thence continue North 62 degrees 20 minutes 46 seconds East 35.98 feet; thence North 27 degrees 04 minutes 35 seconds East 50.00 feet to a point on a non-tangent curve to the right from which the radius point bears North 27 degrees 04 minutes 35 seconds East, said point on curve also being on the southerly boundary of Crosswinds at Windermere Section Three a subdivision in Hamilton County recorded as per Instrument No. 9921382 in Plat Cabinet Two, Slide No. 250 in the Office of the Recorder in Hamilton County, Indiana, the next seven calls being on the southerly and westerly boundary of said Crosswinds at Windermere Section Three; thence westerly and northerly along the arc of said curve 90.77 feet to a point from which the radius point bears North 56 degrees 47 minutes 36 seconds East, said curve having a radius of 175.00 feet; thence North 60 degrees 02 minutes 53 seconds East 94.52 feet; thence North 10 degrees 34 minutes 05 seconds East 475.27 feet; thence South 68 degrees 49 minutes 52 seconds East 36.39 feet; thence North 32 degrees 44 minutes 16 seconds East 170.18 feet to a point on a non-tangent curve to the left from which the radius point bears North 32 degrees 44 minutes 16 seconds East; thence southerly and westerly along the arc of said curve 22.45 feet to a point from which the radius point bears North 31 degrees 04 minutes 41 seconds East said curve having a radius of 775.00 feet; thence North 31 degrees 04 minutes 41 seconds East 157.88 feet to a point on the southerly boundary of Ironwood Golf at Windermere a subdivision in Hamilton County recorded as per Instrument No. 9863307 in Plat Cabinet Two, Silde No. 185 in the Office of the Recorder in Hamilton County, Indiana, the next seven calls being on the southerly and westerly boundary of said Ironwood Golf at Windermere; thence North 62 degrees 27 minutes 24 seconds West 82.44 feet; thence North 46 degrees 09 minutes 10 seconds West 36.72 feet; thence North 30 degrees 45 minutes 31 seconds West 374.08 feet; thence North 89 degrees 53 minutes 54 seconds West 75.17 feet to the Point of Beginning of this description containing 12.110 acres more or less. Subject to all legal easements and rights of way of record.

This subdivision consists of 33 lots numbered 129 through 143 inclusive, 151 through 155 inclusive 157 through 153 inclusive, with streets shown hereon. The dimensions of the Lots, rights—of-way, and ecosements are shown in figures denoting feet and decimal parts thereof.

Centerline Monumentation shall be installed within 90 days after the final surface of the street has been placed.

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

WINESS my hand and Registered Land Surveyor's Seal this 20 day of Description 1999.

Richard A. Lewis Registered Land Surveyor, State of Indiana No. 50001

I, THE UNDERSIGNED, TIMOTHY C. PETERSON, ON BEHALF OF THE PRECEDENT, THE MANAGING GENERAL PARTNER OF MINDERWERE PARTNERS, AN INDIANA PARTNERSHIP (HERBINAFTER REFERRED TO AS "POELARANT") 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 IV"

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

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 8th DAY OF DECEMBER, 1992, AS INSTRUMENT No. 92—48616 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, NDIANA (HEREINAFTER REFERRED TO AS "DECLARATION"), AND TO THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS OF THE MINDERMERE HOMEOWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS "ASSOCIATION" AND THE NEW CONSTRUCTION COMMITTEE (HEREINAFTER REFERRED TO AS "ASSOCIATION" AND THE NEW CONSTRUCTION COMMITTEE (HEREINAFTER REFERRED TO AS "MCC"), AS SET FORTH IN THE DECLARATION AND TO DESIGN GUIDELINES PROMULGATED BY THE NCC. IF THERE IS ANY IRRECONCILABLE CONFLICT BETWEEN 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 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 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 EXTENT ONLY OF THE SUBCIOUS CONTAINED IN THE DECLARATION ARE HEREBY INCORPORATED HEREIN BY REFERENCE. IN ORDER TO PROVIDE ADEQUATE PROTECTION TO ALL PRESENT AND FULLIVE OWNERS OF LOTS IN THIS SUBDIVISION THE FOLLOWING COVENANTS, RESTRICTIONS AND LIMITATIONS, IN ADDITION TO THOSE SET FORTH IN THE DECLARATION, ARE HEREBY IMPOSED UPON AND SHALL RUN WITH THE LAND INCLIDED IN THIS SUBDIVI

Prepared for:
Windermere Partners
9365 Counselors Row, Suite 120
Indianapolis, Indiana 46240

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 approved in writing by the NEW CONSTRUCTION COMMITTEE as defined in Article XII, 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 chase of all fireplaces must be brick, drivett, stucco or other masonry material.

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

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 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 requirement.

5. The casing 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, either
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
jutility companies and government agencies, as follows:

A. Drainage Easements (D.E.) are created to provide paths and courses for orea and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage systems; it shall be the individual responsibility of the lot owner to maintain the drainage across 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 at 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 IV. Sewer easements shall be used to construct, extend, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are part of said system. These easements also include the right of ingress/egress for Hamilton Southeastern Utilities, Inc.

C. Utility Easements (U.E.) are created for the use of public or private utility componies 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 case of sewer easements.

D. Landscape Easement (L.E.) are created over and across lots as areas within which landscaping, earth mounds, screening material, fencing, wolls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the DECLARANT or the ASSOCIATION to provide landscape design continuity and ensure attractive and aesthetically pleasing areas throughout the properties. Within Landscape Easements, the DECLARANT and the ASSOCIATION shall have the right to install, inspect, maintain, 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 as the easements, except for such use as may impair, 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 use or gain access to the Landscape Easement.

E. The owners of all lots in this addition shall take title subject to the rights of the public or private utilities, governmental agencies, the DECLARANT and the ASSOCIATION and rights of the other lot owners in this addition to the easement hereby reserved for ingress and egress in, 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 XIII, Section 13.28 of the DECLARATION. No structure shall be erected, altered, placed 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 dwellings constructed an all residential lots shall be 1,600 square feet for a single floor residence and 2,000 square feet for a one and one half story residence and 2,200 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 inclement weather.

A. Public sidewalks shall be constructed per standards established by the NCC or the appropriate governmental agency.

B. A yard dusk to down light post and mailbox 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 sadded and the remaining yard area must be seeded with a grass mixture. Hydro seeding may be applied if approved by the NCC.

D. Eoch lot shall provide two (2) three inch (3") caliper parkway trees except each street corner lot must provide four (4) three inch (3") caliper parkway trees. The species and location to be determined by the NCC.

 SANITARY SEWER REQUIREMENTS:
 A. All sanitary sewer and utility easements may be used for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and provide Hamilton Southeastern Utilities, Inc. the right of ingress / egress.

B. Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of any sanitary sewer castings.
C. The drip line of all trees must be located a minimum of ten (10) feet from the center of sanitary sewers and manholes and no trees shall be planted directly over building sewers (laterals). Any landscapping placed within easements or right-of-ways is at risk of being removed by utilities without the obligation

of replacement.

D. No mounding, lighting, fencing, signs, retaining/landscaping/entrance walls, irrigation lines, etc. shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of the above listed items placed within easements or right-of-ways is at risk of being removed by utilities without the obligation of replacement.

E. All Homeowners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the residence to its connection to the sanitary main. SANITARY SEWER REQUIREMENTS: (Cont.)
 F. The discharge of clear water sources (foundation drains, sump pumps, roof drains, etc.) to the sanitary sewers is prohibited.

G. Grade changes across sanitary sewer facilities must be approved in writing by Hamilton Southeastern Utilities, Inc.

H. The ASSOCIATION and/or individual Owner is responsible for all repairs and replacement to retaining/landscaping/entrance walls and landscaping which are located within a sanitary sewer or utility easement due to construction or maintenance of the sanitary sewer facilities.

6. RESIDENTIAL SETBACK REQUIREMENTS:
The front yard building 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 thirty (30) feet from rear lot lines.

7. INTERSECTION VISIBILITY:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 XIII 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, leasing 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. DURATION: 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 lawful means including but not limited to the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the ASSOCIATION, the owners of the lots in the subdivision, their heirs, successors or assigns, who are entitled to such relief without being required to show any damage of any kind.

11.DECLARATE:

The real estate described in this plat is also subject to those certain additional covenants and restrictions contained in that Certain Declaration of Covenants, Conditions and Restrictions for Windermere, recorded on the 8th day of December, 1992, as Instrument No. 92-48616 in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Gelaration"), 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 IV SHALL BE SUBJECT TO AN ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDERMERE AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA AS INSTRUMENT No.92-48616

IN TESTIMONY WHEREOF, witness the signature of the DECLARANT this 1774 day

of Parties 1998.9
WINDERMERE PARTNERS, an Indiana Partnership
Timothy C. Peterson
On Behalf of THE PRECEDENT
Managing General Partner of Windermere Partners
STATE OF INDIANA
)
COUNTY OF HAMILTON

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND S

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 FORGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARY SEAL THIS 1999.

JANET M. SKOOG, NOTARY PUBLIC COUNTY OF RESIDENCE: Hamilton, COMMISSION EXPIRES: October 25, 2006 COMMISSION CERTIFICATE:

falcon

ENGINEERING, INC.

8906 E. 96th Street, Suite 281, Fishers, IN 46038
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