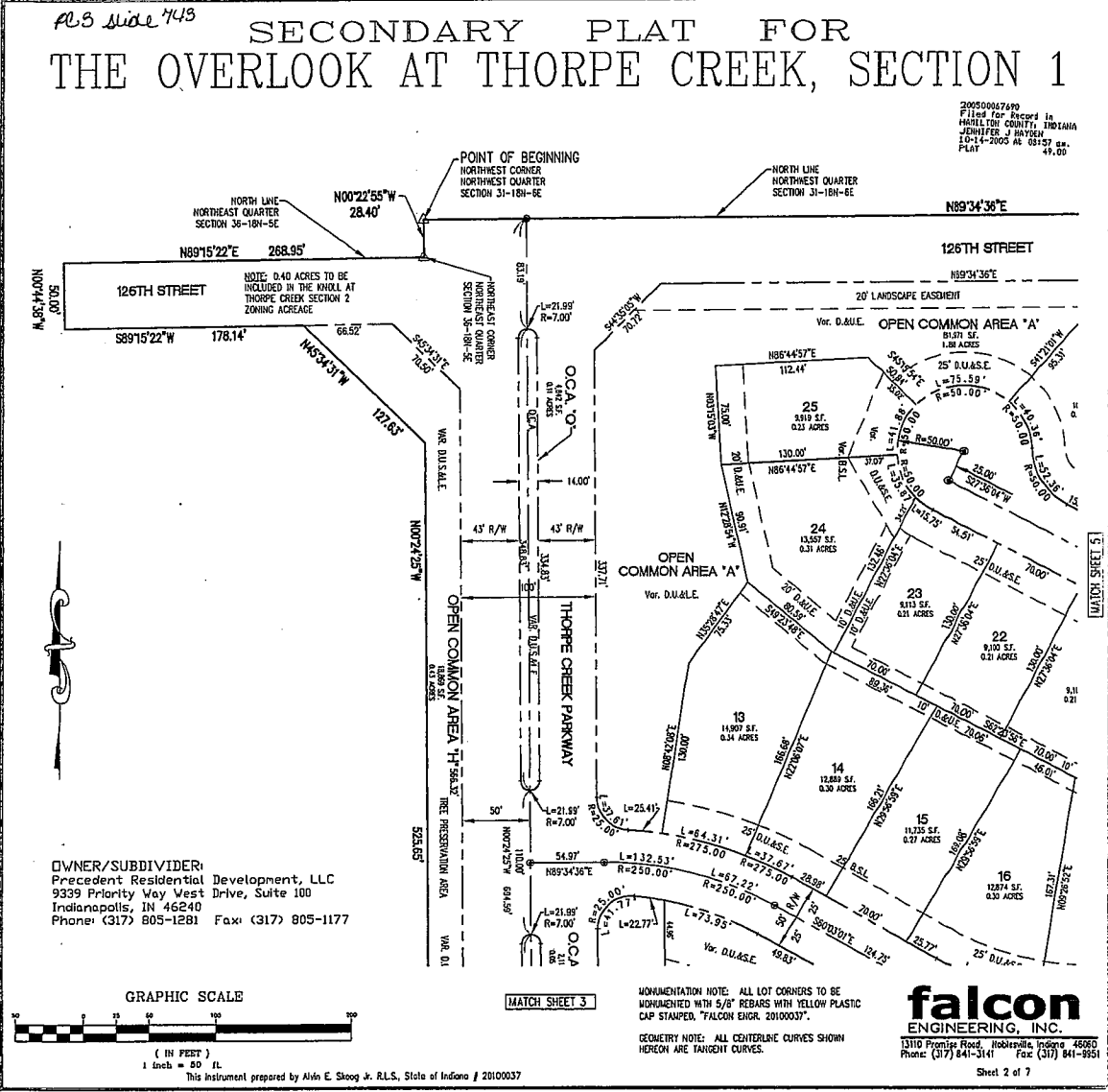


ALB Side 743

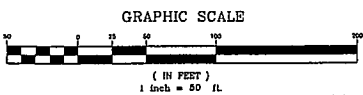
# SECONDARY PLAT FOR THE OVERLOOK AT THORPE CREEK, SECTION 1

20250007690  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER S. HAYDEN  
10-14-2005 At 08:57 a.m.  
PLAT 49.00



NOTE: 0.40 ACRES TO BE INCLUDED IN THE WHOLE AT THORPE CREEK SECTION 2 ZONING ACREAGE

OWNER/SUBDIVIDER:  
Precedent Residential Development, LLC  
9339 Priority Way West  
Indianapolis, IN 46240  
Phone: (317) 805-1281 Fax: (317) 805-1177



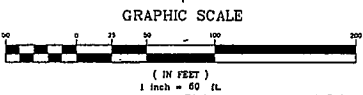
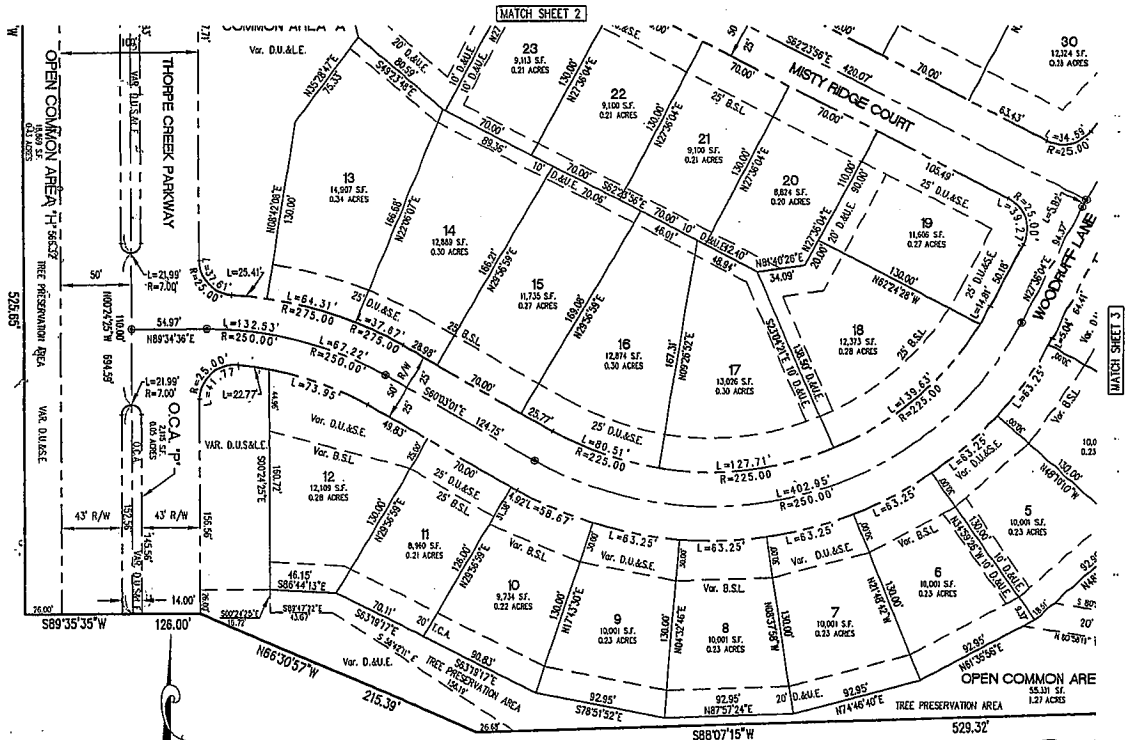
MONUMENTATION NOTE: ALL LOT CORNERS TO BE MONUMENTED WITH 5/8\"/>

GEOMETRY NOTE: ALL CENTERLINE CURVES SHOWN HEREON ARE TANGENT CURVES.

**falcon**  
ENGINEERING, INC.  
13110 Promise Road, Noblesville, Indiana 46060  
Phone: (317) 841-3141 Fax: (317) 841-9951

pc3 sub 743  
**SECONDARY PLAT FOR  
 THE OVERLOOK AT THORPE CREEK, SECTION 1**

200500057693  
 Filed for Record in  
 HAMILTON COUNTY, INDIANA  
 JENNIFER J. HAYDEN  
 10-14-2005 at 08:57 am  
 PLAT 49.00

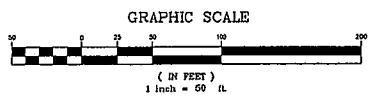
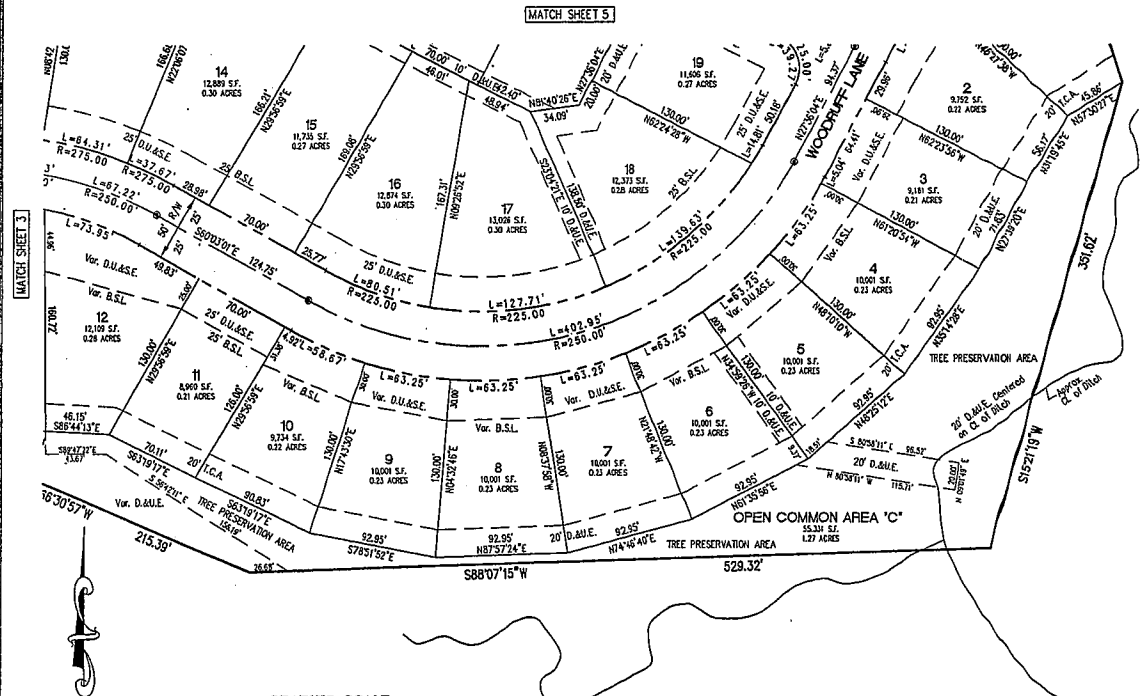


MONUMENTATION NOTE: ALL LOT CORNERS TO BE MONUMENTED WITH 5/8" REBAR'S WITH YELLOW PLASTIC CAP STAMPS, "FALCON ENGR. 20100037".  
 GEOMETRY NOTE: ALL CENTERLINE CURVES SHOWN HEREON ARE TANGENT CURVES.

**falcon**  
 ENGINEERING, INC.  
 13110 Promise Road, Noblesville, Indiana 46060  
 Phone: (317) 841-3141 Fax: (317) 841-9951

pc 3 slide 743  
**SECONDARY PLAT FOR  
 THE OVERLOOK AT THORPE CREEK, SECTION 1**

20050007490  
 Filed for Record in  
 HAMILTON COUNTY, INDIANA  
 JENNIFER J. HAYDEN  
 10-14-2005 at 08:57 am  
 49.00



- LEGEND**
- EASEMENT LINE
  - D.U.A.E. DRAINAGE AND UTILITY EASEMENT
  - D.U.S.A.L.E. DRAINAGE, UTILITY, SANITARY AND LANDSCAPE EASEMENT
  - D.U.A.S.E. DRAINAGE, UTILITY AND SANITARY SEWER EASEMENT
  - S.F. SQUARE FEET
  - T.C.A. TREE PRESERVATION AREA
  - O.C.A. OPEN COMMON AREA
  - ⊙ BRASS MONUMENT WITH PUNCH SET

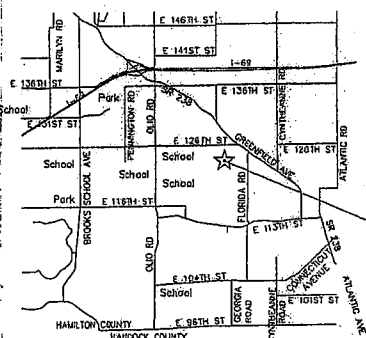
**MONUMENTATION NOTE:** ALL LOT CORNERS TO BE MONUMENTED WITH 5/8" REBARS WITH YELLOW PLASTIC CAP STAMPED, "FALCON ENGR. 20100037".

**GEOMETRY NOTE:** ALL CENTERLINE CURVES SHOWN HEREON ARE TANGENT CURVES.

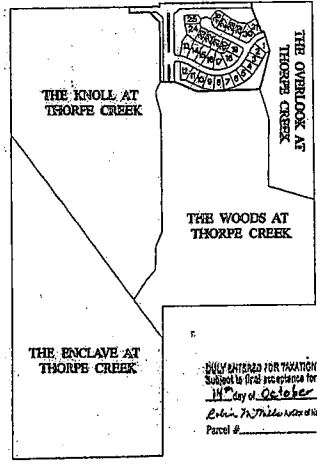
**falcon**  
**ENGINEERING, INC.**  
 13110 Proctor Road, Northville, Indiana 46050  
 Phone: (317) 841-3141 Fax: (317) 841-9951

AS slide 443 SECONDARY PLAT FOR THE OVERLOOK AT THORPE CREEK, SECTION 1

2000000700  
 PLAT FOR RECORD IN  
 HAMILTON COUNTY, FLORIDA  
 REGISTERED UNDER  
 PLAT 2000-0005 AT 08:55  
 11:50



VICINITY MAP



AREA MAP

FILED FOR TAXATION  
 Subject to final acceptance for transfer  
 14<sup>th</sup> day of October 2005  
 John W. White, Notary Public  
 Parcel #

**LAND DESCRIPTION (THE OVERLOOK AT THORPE CREEK, SECTION 1)**  
 A part of the Northern Quarter of Section 31, Township 18 North Range 6 East and part of the Northwest Quarter of Section 36, Township 18 North, Range 6 East of the Hamilton County, Florida, described as follows:  
 Beginning at the Northwest Corner of the Northwest Quarter of said Section 31; thence North 89 degrees 34 minutes 30 seconds East along the north line of said northern quarter a distance of 790.35; thence South 00 degrees 25 minutes 24 seconds East a distance of 50.00 feet; thence South 22 degrees 02 minutes 58 seconds East a distance of 230.18 feet to a point of tangency of a non-tangent curve (PC), being a radius of 275.00 feet, from which the radius point bears South 22 degrees 02 minutes 58 seconds East; thence along the arc of said curve on a distance of 18.92 feet to a point of non tangency bearing North 78 degrees 31 minutes 28 seconds West from said point; thence South 18 degrees 21 minutes 21 seconds East a distance of 180.00 feet; thence South 13 degrees 21 minutes 19 seconds West a distance of 351.62 feet; thence South 88 degrees 07 minutes 18 seconds West a distance of 125.72 feet; thence North 85 degrees 30 minutes 37 seconds West a distance of 213.77 feet; thence South 89 degrees 30 minutes 35 seconds West a distance of 116.00 feet; thence North 50 degrees 23 minutes 20 seconds West along the west line of said northern quarter a distance of 525.65 feet; thence North 46 degrees 34 minutes 31 seconds West a distance of 177.63 feet; thence South 83 degrees 15 minutes 22 seconds West a distance of 178.14 feet; thence North 00 degrees 14 minutes 38 seconds West a distance of 50.00 feet to the north line of the Northwest Quarter of Section 36, Township 18 North, Range 6 East; thence North 89 degrees 15 minutes 22 seconds East along said north line a distance of 263.85 feet to the Northwest Corner of said northern quarter; thence North 00 degrees 27 minutes 55 seconds East along said west line a distance of 26.40 feet to the Point of Beginning, containing 15.61 acres, more or less.

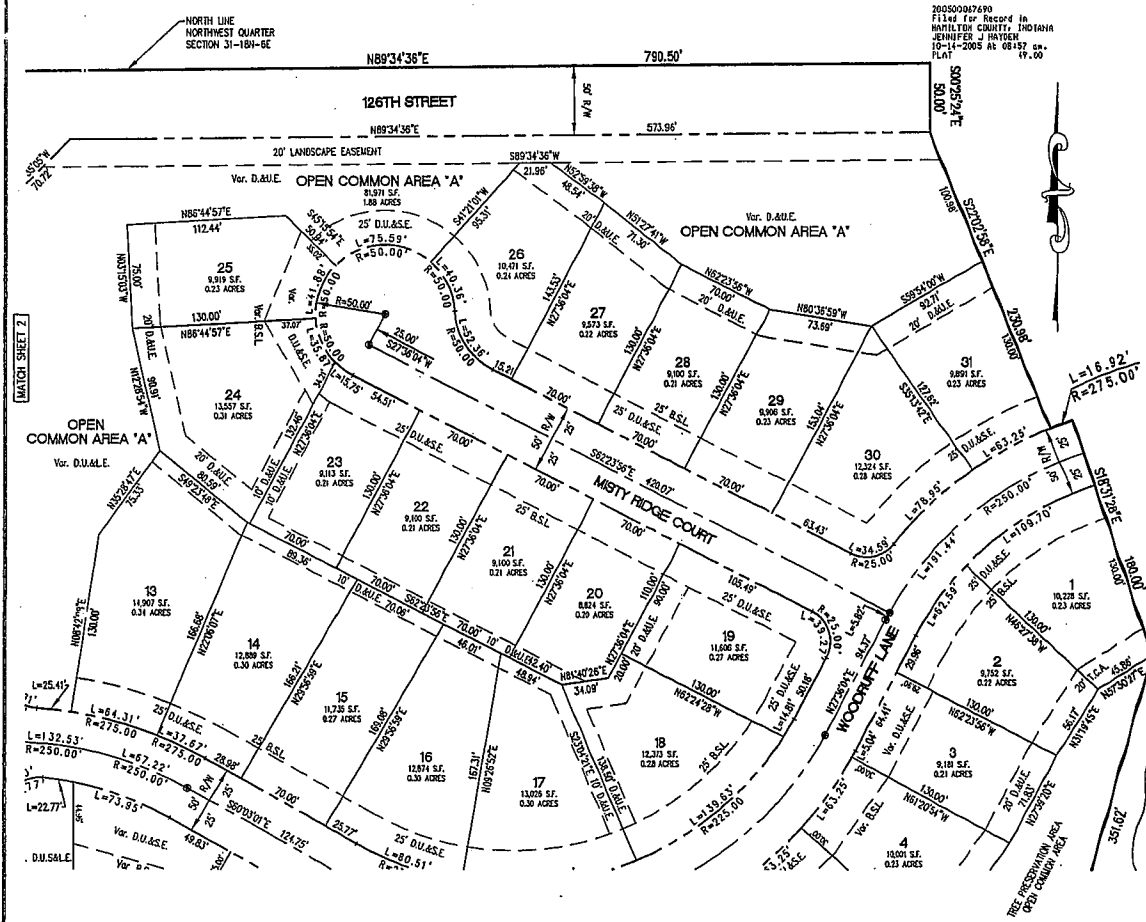
**SURVEYOR'S CERTIFICATION**  
 This subdivision consists of 31 lots numbered 1 through 31 inclusive, inclusive with streets shown hereon. Six Common Areas labeled A, B, C, H, P, and Q are also part of this subdivision. The dimensions of the lots, right-of-way, Common Areas, and easements are shown in figures describing feet and decimal parts thereof.  
 I, the undersigned, hereby certify to the best of my professional knowledge, information and belief the within description accurately describes a portion of real estate attached to a Land Title Survey prepared by Falcon Engineering, Inc. and subsequently recorded as plat, No. 200400053192 and lastly, No. 200400053193 in the Office of the Recorder of Hamilton County, Florida. Said Land Title Survey was used as the basis of this subdivision. I further certify that all measurements shown on the within plat do not as referenced on said survey or are prepared to be so.

WITNESS my hand and Registered Land Surveyor's Seal this 22<sup>nd</sup> day of SEPTEMBER 2005.  
 [Signature]  
 John E. Quinn, Jr.  
 Registered Land Surveyor  
 State of Florida, No. 200000037



**falcon**  
 ENGINEERING, INC.  
 13110 Pineview Road, Jacksonville, Florida 32206  
 Phone: (904) 841-3141 Fax: (904) 841-1951

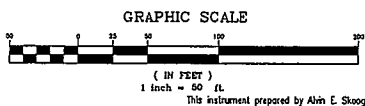
PLS *Slide 743* SECONDARY PLAT FOR THE OVERLOOK AT THORPE CREEK, SECTION 1



200500047490  
 Filed for Record in  
 WHITLEY COUNTY, INDIANA  
 DEWEEVER J HAYDEN  
 10-14-2005 At 08:57 am.  
 19.00

MATCH SHEET 2

MATCH SHEET 4



MONUMENTATION NOTE: ALL LOT CORNERS TO BE MONUMENTED WITH 5/8" REBARS WITH YELLOW PLASTIC CAP STAMPED, "FALCON ENGR. 20100037".  
 GEOMETRY NOTE: ALL CENTERLINE CURVES SHOWN HEREON ARE TANGENT CURVES.

**falcon**  
 ENGINEERING, INC.  
 1311D Promise Road, Noblesville, Indiana 46060  
 Phone: (317) 841-3141 Fax: (317) 841-9551

PCB slide 743

I, the undersigned, Douglas B. Wagner, on behalf of Precinct Residential Development, LLC (hereinafter referred to as "DEVELOPER") 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, common areas and streets in accordance with this plat and certificate.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "THE OVERLOOK AT THORPE CREEK, SECTION 1". 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 HEREAFTER SET FORTH AND CONTAINED IN THIS PLAT. THE REAL ESTATE DESCRIBED IN THIS PLAT IS ALSO HEREBY MADE SUBJECT TO CERTAIN ADDITIONAL COVENANTS AND RESTRICTIONS CONTAINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THORPE CREEK, RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005, AS INSTRUMENT NO. \_\_\_\_\_ 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 THORPE CREEK 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 DESIGN GUIDELINES PROMULGATED 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 CONTROL AND PREVAIL 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 TERMS, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS 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 ("OWNERS"), 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 INCLUDED IN THIS SUBDIVISION AND SHALL BE BOUND UPON THE DEVELOPER AND ANYONE AT ANY TIME OWNING ANY PART OR PORTION OF SUCH LAND.

I. 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 IX, Section 2.2 of the Declaration. Such approval shall include but not be limited to building design, color and location, finish, tree preservation, tree conservation, and proposed landscaping and fencing, all in accordance with the requirements of the Thorpe Creek architectural control.

- A. Architectural Control
  - i. Uniform yard lights and mailboxes are required for all residences.
  - ii. The minimum roof pitch shall be 6/12 provided, however, that ornate roofs may have a lesser pitch. Exterior building materials shall be of masonry, wood, composite LVP, hard-plank, or similar type siding or stone siding. Vinyl is not permitted as an exterior building material; provided, however, that vinyl clad windows and soffits shall be permitted.
  - iii. The first floor of all four elevations on all residences immediately adjacent to 126th Street shall be of masonry masonry, excluding windows, doors and garage doors.
  - iv. All homes shall have a light at the front door.
  - v. All fireplace chimneys on a residential residence shall be of masonry material; provided, however, that interior or direct vent fireplaces shall not require masonry material.
  - vi. All residences shall have address stones on decorative address plaques.
  - vii. Each residence shall incorporate a floor plate of at least nine feet (9') on the first or main floor.
  - viii. Each residence shall have a master bedroom on the first or main floor.
  - ix. All residences shall have a minimum of eight inch (8") roof overhang.
  - x. Residences with either (i) brick on at least fifty (50) percent of the area of the front facade (windows, doors, garage doors, accompanying porches and any other opening are excluded from calculations of the area) or (ii) a covered front porch, with railings, of at least eight feet in width and four feet in depth or a minimum of thirty-two (32) square feet, shall have at least two (2) of the following significant architectural design features: Residences with neither (i) fifty (50) percent brick on the area of the front facade (windows, doors, garage doors, accompanying frames and any other opening are excluded from calculations of the area) nor (ii) a front porch of the preceding dimensions shall have a combination of four (4) or more of the following features:
    - a. A reverse gable peak;
    - b. A covered front porch, with railings on front and side, of at least eight (8) feet in width and four (4) feet in depth or a residential lot shall be 1,500 square feet for a single story residence and 2,100 square feet for a two story residence, exclusive of porches, terraces, garages, accessory buildings and basements.

- d. Architectural treatment on gable ends;
- e. Two separate overhead garage doors for each two (2) car garages, and three (3) separate overhead garage doors for each three (3) car garage;
- f. Covered front stoop/steps with pathway leading from sidewalk or driveway;
- g. A bay-window on the front elevation;
- h. Architecturally treated entranceways for residences without a front porch;
- i. Garage doors containing windows of high standard and quality;
- j. Overhang or soffit of at least eight (8) inches from exterior walls;
- k. Ironwork window;
- l. A veranda/porch;
- m. Two or more roof planes;
- n. A brick accent area of at least twenty-five (25) percent of the area of the front elevation (windows, doors, garage doors, accompanying frames and any other openings are excluded from calculations of the area);
- o. At least two (2) dormers;
- p. At least two (2) feet of relief at two (2) or more points along the front facade elevation, excluding relief for doors and windows and garage;
- q. Decorative shutters;
- r. Architecturally-enhanced articulated trim moldings, such as finials above windows.

2. EASEMENTS FOR DRAINAGE, SANITARY SEWERS, AND UTILITIES: Lots are subject to the following drainage easements, sanitary 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 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 conduits, 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 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 DEVELOPER, its successors or assigns.
- B. Sanitary 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 The Overlook @ Thorpe Creek - Section One. Sanitary sewer easements shall be used for construction, extension, operation, inspection, maintenance, reconstruction and removal of sanitary sewer facilities including but not limited to manholes, ducts, or other related utility structures of sanitary sewers that are part of said systems. These easements also include the right of ingress/egress for Hamilton Southwestern Utilities, Inc.
- C. Utility Easements (U.E.) are created for the use of public or private utility companies and cable television companies, not including transportation easements, for the installation of poles, pipes, mains, ducts and cables or other related utility structures, as well as for the uses specified in sanitary sewer easements.
- D. Landscape Easement (L.E.), as designated on the Plat are created over and across lots, and are created and reserved for the use of DEVELOPER and the ASSOCIATION for access to and installation, maintenance, repair and replacement of walks, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directional, lighting, irrigation systems and other improvements. Except as installed by DEVELOPER or the ASSOCIATION, no improvements or permanent structures, including without limitation, fences, shall be erected or maintained in or upon said Landscape Easements without the written consent of the NCC.
- E. The OWNERS of all lots in this subdivision shall take title subject to the rights of the public or private utilities, governmental agencies, the DEVELOPER and the ASSOCIATION and rights of the other OWNERS herein in 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 2, Section 10.25 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 on a residential lot shall be 1,500 square feet for a single story residence and 2,100 square feet for a two story residence, exclusive of porches, terraces, garages, accessory buildings and basements.

4. STREET TREES: Streets shall have street trees on both sides of the street, except for frontage roads (which only require street trees on the side of the street where primary structures are located). Street trees shall be placed on average between forty to sixty feet (40' to 60') on center in a planting strip between the curb and the sidewalk if available. The planting strip shall be a minimum of four feet (4') wide. Within one hundred feet (100') of an intersection, trees may be planted back of sidewalk in order to maintain vision clearance of traffic control signs. Trees shall be deciduous and selected from the Town's approved List of Recommended Species. Trees, as mentioned hereafter, shall be a minimum of two inch (2") caliper, as measured twelve inches (12") from the ground.

5. COMMON PROPERTIES: The Common Properties are those areas defined as Open Common Areas and Restricted Common Areas and set aside for conveyance to the ASSOCIATION as shown on the Plat.

- A. Open Common Areas (O.C.A.) shall mean areas as identified as Property that are accessible by all OWNERS.
- B. Restricted Common Areas (R.C.A.) shall mean any areas identified as Property that are owned by the ASSOCIATION (and not by OWNERS) and are not generally accessible to OWNERS. Such areas shall be accessible only by officers, employees or agents of the ASSOCIATION or by any OWNER whose lot is adjacent to such Restricted Common Area and is permitted access to such area by express references in the Plat or with approval of the NCC.

6. RESIDENTIAL SETBACK REQUIREMENTS: The front yard building setback lines shall comply per the Plat. The side yard setback lines shall not be less than 6' or a minimum aggregate of twelve (12) feet between residential structures. The rear yard setback lines shall be twenty (20) feet from rear lot lines.

7. INTERSECTION VISIBILITY: No fence, wall, hedge, tree or shrub planting which obstructs sight lines of elevations between 3 and 12 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of road street lines or in the case of a rounded property corner, from the intersection of the street right-of-way extended.

The same sight line limitations shall apply to any lot within ten feet of the intersection of a street right-of-way line with the edge of the driveway pavement or driveway line. No driveway shall be within 75 feet of the intersection of two street lines.

8. USE RESTRICTIONS: Restrictions on use of lots in this subdivision set and are described in detail in Article X of the DECLARATION. Use restricted by the DECLARATION includes by way of example but without limitation: signs, parking, animal and pets, antennas, pools, fences, lighting, landscaping, fencing and businesses. The DEVELOPER 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. TREE CONSERVATION AREA: As identified on the Final Plat recorded with the Recorder of Hamilton County, Indiana, there are strips of ground noted on lots marked as Tree Conservation Areas. In developing the Community, the DEVELOPER shall attempt to conserve all trees four inches (4") in diameter (measured six inches (6") above ground) or larger, except as necessary for the installation of utilities and drainage swales.

Except as noted immediately below, each Builder, OWNER and/or DEVELOPER shall endeavor to conserve trees within the Tree Conservation Area, and OWNER shall not remove trees within the Tree Conservation Area except as necessary for:

- (a) The clearing of underbrush and dead trees within the Tree Conservation Area shall be allowed;
- (b) The removal of trees necessary for the installation of utilities and drainage improvements and infrastructure shall be allowed; and
- (c) Trees may be removed as necessary for public health and safety.

Except as set forth in subparagraphs (a), (b), and (c) immediately above, each tree within the Tree Conservation Area identified on the Plat which is badly damaged or destroyed by a Builder or by a OWNER during the course of construction activities or after occupancy and which is six inches (4") in diameter (measured six inches (6") above ground) or larger, shall be replaced within one (1) year, with a tree which is at least two and one-half inches (2 1/2") in diameter (measured six inches (6") above ground). Any trees which are replaced pursuant to the terms and conditions of this paragraph and which die within one year of their planting shall promptly be replaced with a substantially similar tree. The Person responsible for replacing any such tree hereunder, either initially or, if necessary, within the one year period after planting, will be the OWNER upon which the tree was originally located or, if the tree was damaged or destroyed by a Builder or another OWNER in the course of construction of a dwelling on another Lot in the Community, the OWNER upon which such Dwelling was being constructed and shall be responsible for replacing any such tree within the Tree Conservation Area.

**falcon**  
ENGINEERING, INC.  
13110 Providence Road, Noblesville, Indiana 46060  
Phone: (317) 941-3141 Fax: (317) 941-9951

PBS slide 748

Trees within any such Tree Conservation Areas shall be permanently maintained by the OWNER of the applicable portion of the real estate and their successors in title. Periodic maintenance, seasonal plantings and the like shall not be subject to the restrictions in this Section. During construction, builders shall provide adequate physical barriers such as straw bales or snow fencing to protect designated trees to be conserved from damage by construction equipment and activities.

10. TREE PRESERVATION AREA (TPA): There are strips of ground within the Community which are devoted or will be devoted on the Plat (recorded with the Recorder of Hamilton County, Indiana) as Tree Preservation Areas. The DEVELOPER shall endeavor to preserve all trees larger than four inches (4") in diameter [measured six inches (6") above ground] within the Tree Preservation Areas except in those portions of any such Tree Preservation Areas as are necessary for the installation of utilities and drainage swales.

Except as noted immediately below, each Builder and/or DEVELOPER shall endeavor to preserve trees within the Tree Preservation Area, and OWNERS of Lots shall not remove trees within the Tree Preservation Areas except as necessary for:

- (a) the clearing of underbrush and dead trees within the Tree Preservation Areas shall be allowed;
- (b) the removal of trees necessary for the installation of utilities and drainage improvements and infrastructure and multi-use trail or other requirements by the Town of Fishers, Hamilton County Surveyor or other city, county or state agencies shall be allowed;
- (c) the removal of trees necessary for construction of a home or other approved improvements on the lot.
- (d) trees may be removed as necessary for public health and safety.

Except as set forth in subparagraphs (a), (b), (c), and (d) immediately above, each tree within the Tree Preservation Areas identified on the Plat which is body damaged or destroyed by a Builder or by a OWNER during the course of construction activities and which is greater than four inches (4") in diameter, measured six inches (6") above ground, shall be replaced within one (1) year, with a tree which is at least two and one-half inches (2 1/2") in diameter measured six inches (6") above ground. Any trees which are replaced pursuant to the terms and conditions of this paragraph and which die within one year of their planting shall promptly be replaced with a substantially similar tree. The Person responsible for replacing any such tree hereunder, either initially or, if necessary, within the one year period after planting, will be the OWNER of the Lot upon which the tree was originally located or, if the tree was damaged or destroyed by a Builder or another OWNER in the course of construction of a Dwelling on another Lot in the Community, the OWNER of the Lot upon which such Dwelling was being constructed will be responsible for replacing any such tree within the Tree Preservation Area. The provisions of this section imposing responsibility upon a OWNER for the replacement of any such tree are for the benefit of the Association and the Community and shall not be deemed or construed as limiting, in any way, the liability of any Builder to any such OWNER and/or the Association for any damage to any trees in the Tree Preservation Area.

11. DURATION: These covenants are to run with the land, and shall be binding upon the land and remain in effect for a period of sixty (60) 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 XI, Section 12.2 of the DECLARATION.

12. 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.

13. 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 Thorpe Creek, recorded on the \_\_\_\_\_ Day of \_\_\_\_\_, 2005, as Instrument No. \_\_\_\_\_ 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 Thorpe Creek 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.

PRECEDENT RESIDENTIAL DEVELOPMENT, LLC

*Douglas B. Wagner*  
Douglas B. Wagner, VP

10-11-05  
Date:

20050007480  
Filed For Record in  
HAMILTON COUNTY, INDIANA  
SERIES: J. HAYDEN  
10-14-2005 AS 08:57 am.  
PLAT 49.00

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HAMILTON )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DOUGLAS B. WAGNER AS VICE PRESIDENT, ON BEHALF OF PRECEDENT RESIDENTIAL DEVELOPMENT LLC, THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARY SEAL THIS 11<sup>th</sup> DAY OF October, 2005.

*Janet L. Howell*

Janet L. Howell  
NOTARY PUBLIC



COUNTY OF RESIDENCE: Hamilton

COMMISSION EXPIRES: May 7, 2009

COMMISSION CERTIFICATE:  
UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P.L. 309 ENACTED BY THE 15th GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND AN ORDINANCE ADOPTED BY THE TOWN OF FISHERS AS FOLLOWS:

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

FISHERS TOWN PLAN COMMISSION

*Warren Harlin*  
PRESIDENT: WARREN HARLIN

*Joe Y. James*  
SECRETARY: JOE Y. JAMES

**falcon**  
ENGINEERING, INC.  
13110 Primm Road, Indianapolis, Indiana 46240  
Phone: (317) 841-3111 Fax: (317) 841-9541

PCB slides 745

Trees within any such Tree Conservation Area shall be permanently maintained by the OWNER of the applicable portion of the real estate and their successors in title. Periodic maintenance, seasonal plantings and the like shall not be subject to the restrictions in this Section. During construction, builders shall provide adequate physical barriers such as straw bales or snow fencing to protect designated trees to be conserved from damage by construction equipment and activities.

10. TREE PRESERVATION AREA (TPA): There are strips of ground within the Community which are denoted or will be denoted on the Plat (recorded with the Recorder of Hamilton County, Indiana) as Tree Preservation Areas. The DEVELOPER shall endeavor to preserve trees larger than four inches (4") in diameter [measured six inches (6") above ground] within the Tree Preservation Areas except in those portions of any such Tree Preservation Areas as are necessary for the installation of utilities and drainage swales.

Except as noted immediately below, each Builder and/or DEVELOPER shall endeavor to preserve trees within the Tree Preservation Area, and OWNERS of Lots shall not remove trees within the Tree Preservation Areas except as necessary for:

- (a) The clearing of underbrush and dead trees within the Tree Preservation Areas shall be allowed;
- (b) The removal of trees necessary for the installation of utilities and drainage improvements and infrastructure and multi-use trail or other requirements by the town of Fishers, Hamilton County Surveyor or other city, county or state agencies shall be allowed;
- (c) The removal of trees necessary for construction of a home or other approved improvements on the lot.
- (d) Trees may be removed as necessary for public health and safety.

Except as set forth in subparagraphs (a), (b), (c), and (d) immediately above, each tree within the Tree Preservation Areas identified on the Plat which is body damaged or destroyed by a Builder or by a OWNER during the course of construction activities and which is greater than four inches (4") in diameter, measured six inches (6") above ground, shall be replaced within one (1) year, with a tree which is at least two and one-half inches (2 1/2") in diameter measured six inches (6") above ground. Any trees which are replaced pursuant to the terms and conditions of this paragraph and which die within one year of their planting shall promptly be replaced with a substantially similar tree. The Person responsible for replacing any such tree hereunder, either initially or, if necessary, within the one year period after planting, will be the OWNER of the Lot upon which the tree was originally located or, if the tree was damaged or destroyed by a Builder or another OWNER in the course of construction of a Dwelling on another Lot in the Community, the OWNER of the Lot upon which such Dwelling was being constructed will be responsible for replacing any such tree within the Tree Preservation Area. The provisions of this section imposing responsibility upon a OWNER for the replacement of any such tree are for the benefit of the Association and the Community and shall not be deemed or construed as limiting, in any way, the liability of any Builder to any such OWNER and/or the Association for any damage to any trees in the Tree Preservation Area.

11. DURATION: These covenants are to run with the land, and shall be binding upon the land and remain in effect for a period of sixty (60) 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 XII, Section 12.2 of the DECLARATION.

12. 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.

13. DECLARATE: The real estate described in this plat is also subject to these certain additional covenants and restrictions contained in that certain Declaration of Covenants, Conditions and Restrictions for Thorpe Creek, recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, as instrument No. \_\_\_\_\_, 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 Thorpe Creek 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.

PRECEDENT RESIDENTIAL DEVELOPMENT, LLC

Douglas B. Wagner 10-11-05  
Douglas B. Wagner, VP Date:

STATE OF INDIANA }  
COUNTY OF HAMILTON } SS:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DOUGLAS B. WAGNER AS VICE PRESIDENT, ON BEHALF OF PRECEDENT RESIDENTIAL DEVELOPMENT LLC, THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARY SEAL THIS 11th DAY OF October, 2005.

Janet L. Howell

NOTARY PUBLIC

COUNTY OF RESIDENCE: Hamilton

COMMISSION EXPIRES: May 7, 2009



200500087490  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J. HAYDEN  
10-11-2005 AC 08:57 AM  
PLAT 19-08

COMMISSION CERTIFICATE:  
UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P.L. 309 ENACTED BY THE 19th GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF AND AN ORDINANCE ADOPTED BY THE TOWN OF FISHERS AS FOLLOWS:

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

FISHERS TOWN PLAN COMMISSION

Warren Harlow  
PRESIDENT: WARREN HARLOW

Joe Y. James  
SECRETARY: JOE Y. JAMES



LDP

X

13-11-36-00-14-001.000

13-12-31-00-02-001.000 to 036.000

10.00  
① 1.00  
NONE

077

NOV 17 2005

200500069751  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER HAYDEN  
10-24-2005 At 01:20 pm.  
SCRIV AFFD 10.00

**AFFIDAVIT OF CORRECTION OF SCRIVENER'S**

This to certify that:

- 1.) I am a Registered Land Surveyor licensed in compliance with the laws of the State of Indiana.
- 2.) I prepared the Plat of Overlook I for Precedent Residential Development LLC, which is recorded as Instrument Number 20050006790 and in Plat Cabinet 3, slide 743.
- 3.) The information regarding the number of Common areas and their corresponding labels as listed in the **SURVEYOR'S CERTIFICATION**, states there are SIX Common Areas labeled A, B, C, H, P and Q.
- 4.) The number and labels are incorrect
- 5.) The correct number is FIVE and should be labeled A, C, H, P and Q. Omitting B.
- 6.) This document is created for the purpose of correcting the above discrepancy and putting the public and all interested parties on notice of the error, and to correct the Instrument and Plat.

Further affiant saith not.



*Alvin E. Skoog Jr.*

Alvin E. Skoog Jr.  
Registration #LS20100037

State of Indiana )  
                          ) SS:  
County of Hamilton)

Before me, a Notary Public in and for said County and State, this 24<sup>TH</sup> day of OCTOBER in the year of 2005, the adult(s) listed above personally appeared and acknowledged the execution of this Affidavit of Correction of Scrivener's Error, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and seal.

My Commission Expires  
OCTOBER 25, 2006

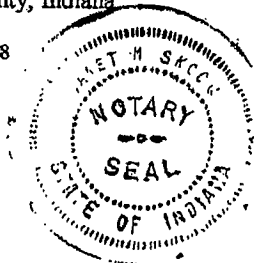
*Janet M. Skoog*  
NOTARY PUBLIC, Janet M. Skoog  
Resident of Hamilton County, Indiana

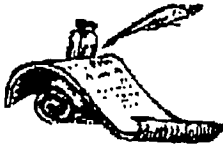
This instrument prepared by Alvin E. Skoog Jr., 13110 Promise Road, Fishers, IN, 46038

DULY ENTERED FOR TAXATION J  
Subject to final acceptance for transfer  
24 day of OCTOBER, 2005

*Robin Mills* Auditor of Hamilton County

Record #:





# Hamilton County Recorder

33 North Ninth Street  
Suite 309  
Noblesville, IN 46060-2629  
Phone (317) 776-9618

Jennifer J. Hayden  
Recorder

Instrument Number 200500067690

Date of Plat 10-11-2005

Recording Date 10-14-2005

Time 8:57 AM

Recording Fee \$ 49.00

Grantor ( Developer/Owner) PRECEDENT RESIDENTIAL DEV, LLC BY DOUGLAS B WAGNER, VP

Grantee (Name of Plat) THE OVERLOOK AT THORPE CREEK, SEC 1

Legal Description PT OF THE NW QUARTER OF SEC 31, TWP 18 N, R 6 E & PT OF THE NE  
QUARTER OF SEC 36, TWP 18 N, R 5 E  
CONTAINS 15.63 ACRES

Plat Cabinet & Slide Number PC 3 SLIDE 743

Number of Lots 31 LOTS #1-31 & 6 C.A. A,B,C,H,P & Q

Transferred: YES XXX NO NO

Date of Transfer 10-14-2005

Cross Reference Number 200400053192, 200400053193