





0.5N. & 1.4' W.)

# FINAL PLAT FOR CENTRAL PARK

## SECTION 1 PART OF THE S.W.1/4 N.W. 1/4 SEC. 10-T13N-R4E GREENWOOD, INDIANA

PUBLIC STREETS - The streets and public right-of-ways shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the government body having jurisdiction.

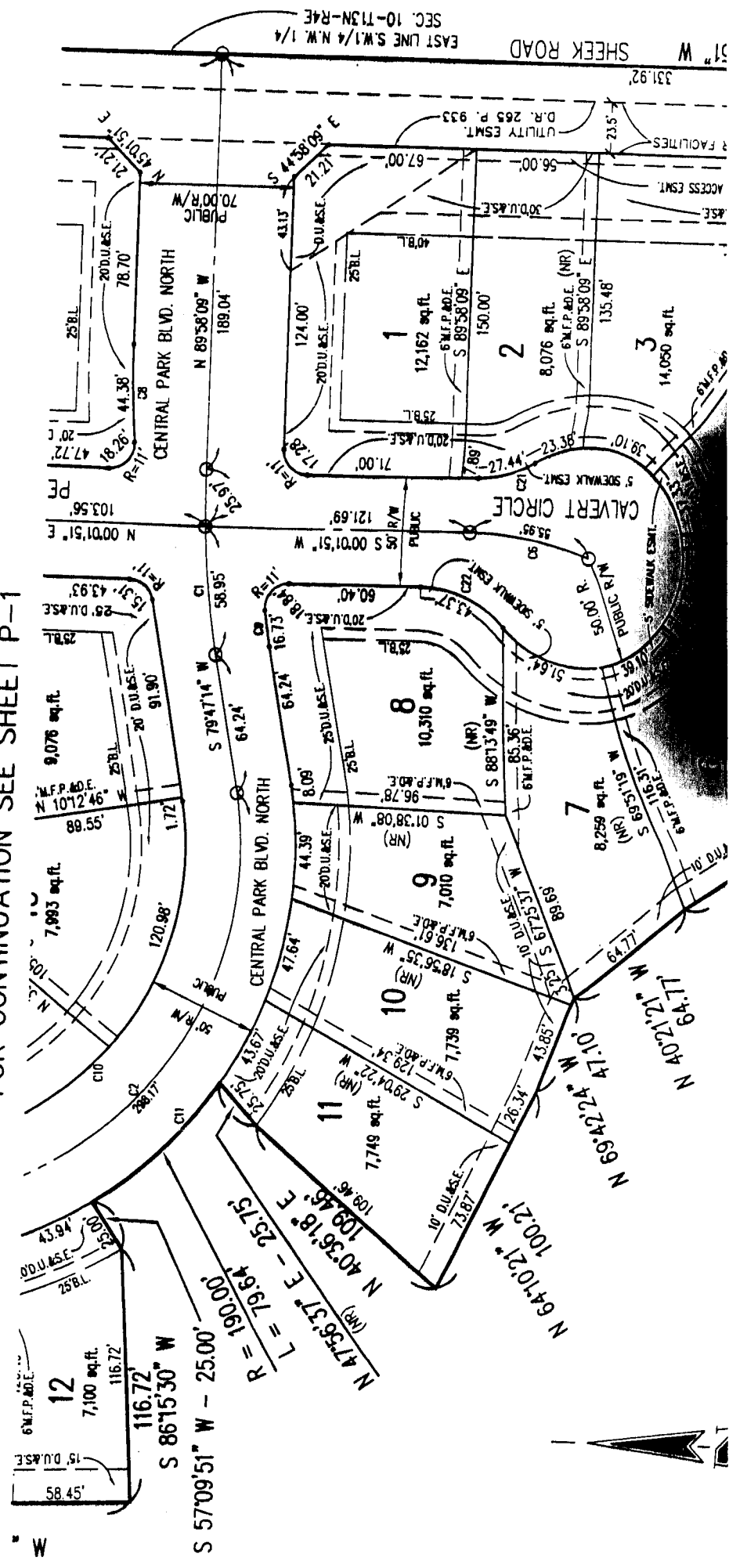
FOR CONTINUATION SEE SHEET P-1

THIS INSTRUMENT WAS PREPARED  
BY EDWARD D. GIACOLETTI  
REGISTERED LAND SURVEYOR-INDIANA #50566

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REGISTERED LAND SURVEYOR-INDIANA #50566  
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### LEGEND

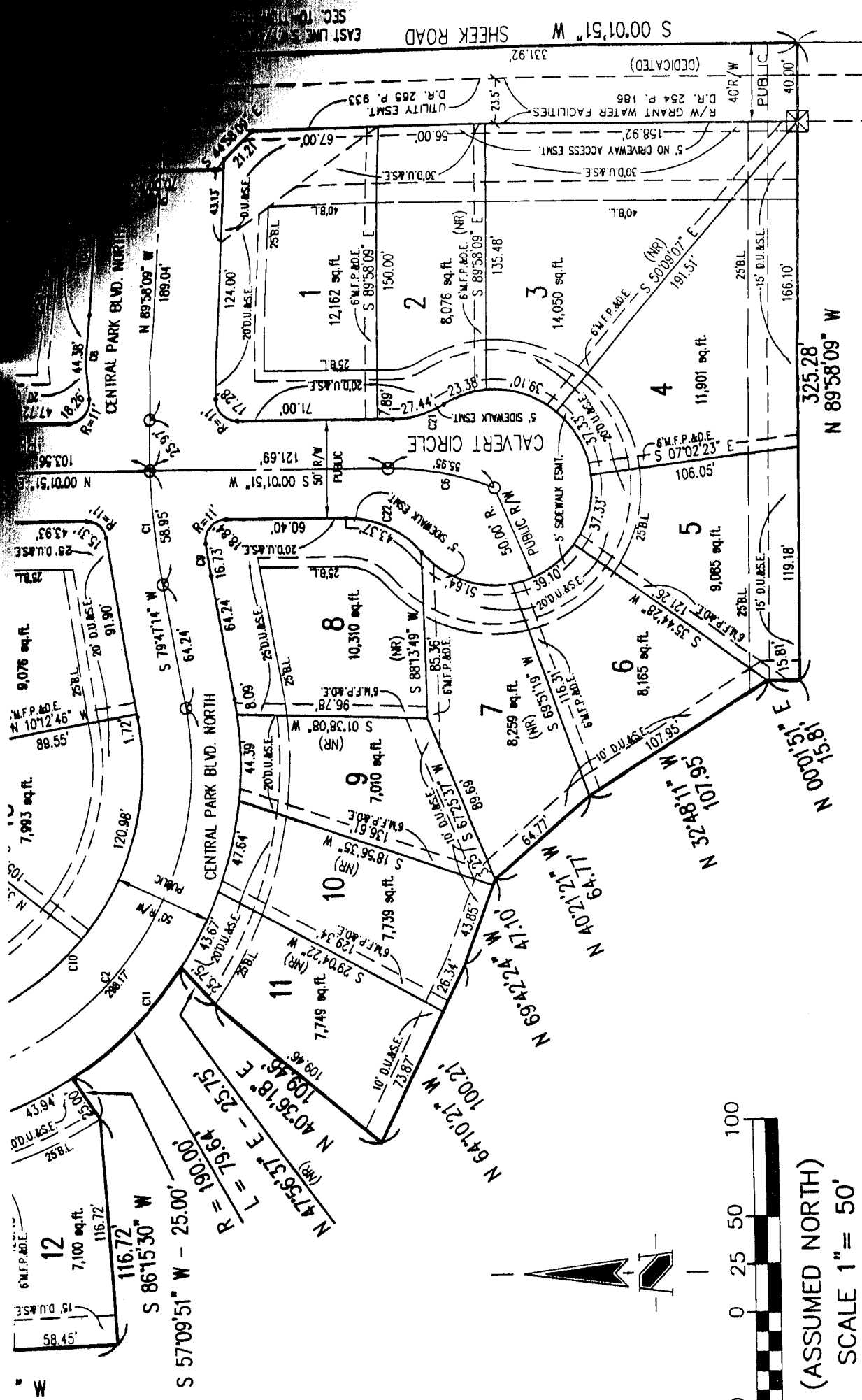
- ☒ INDICATES PERIMETER CONCRETE MONUMENTATION
- INDICATES CENTERLINE MONUMENTATION
- B.L. — BUILDING LINE
- S.F. — SQUARE FOOTAGE
- M.A.E. — NON-ACCESS EASEMENT
- D.U.&S.E. — DRAINAGE UTILITY AND SEWER EASEMENT
- N.R. — NON-RADIAL
- L.A.E. — LAKE ACCESS & MAINTENANCE EASEMENT
- M.F.P.&D.E. — PERPETUAL NON-BUILDABLE MAINTENANCE, FIRE PROTECTION & DRAINAGE EASEMENT



D 2 8 8 0

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FOR CONTINUATION SEE SHEET P-1



(ASSUMED NORTH)  
SCALE 1" = 50'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C-1	84.92'	475.00'	84.81'	S84°54'33" W 107°14'37"

385.19  
07'01.51" W

**FINAL  
CENTRAL  
SECTION  
PART OF THE SWAN  
GREENWOOD**

**PLAT COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, Central Park LLC, by Republic Development Corporation, Managing Member, by Richard L. Arnes, President, as Owner of the within described real estate, does hereby lay out and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as Central Park Section 1, a subdivision in Greenwood, Johnson County, Indiana.

**Residential Use:**

All lots in this subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part hereof other than the home occupations permitted in the Zoning Ordinance of Greenwood, Indiana.

**Building Location:**

No building or structure shall be located on any lot nearer to the front lot line or nearer to the side street lot line (corner lots) than the minimum building setback lines as shown on the within plat.

**Drainage, Utility and Sewer Easements:**

There are strips of ground as shown on the within plat marked "DUASE" (drainage utility and sewer easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this subdivision, however, shall take their title subject to the nonexclusive rights of the public utilities and other owners of said lots in this subdivision to said easements herein granted for ingress and egress in, along and through the strips so reserved.

**Drainage Easements:**

There are areas of ground on the plat marked "drainage easements". The drainage easements are hereby created and reserved: (1) for the use of Developer during the development period, as such term is defined in the declaration of easements, conditions and restrictions, for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the lot (side and building) property and (2) for the nonexclusive use of the Association (as defined in the declaration), the Board of Public Works and Safety or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system and common areas, provided, however, the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The designation of the drainage easement areas on the plat shall not be deemed a limitation on the right of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements. The owners of such lots in this subdivision, however, shall take their title subject to the nonexclusive rights of the Board of Public Works and Safety and other owners of said lots in this subdivision to said easements herein granted for ingress and egress in, along and through the strips so reserved.

No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevation between 2.5 and 8 feet above the street, shall be permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for minor streets and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line. No driveway shall be located within 40 feet of the intersection of two street centerlines or within 70 feet for corner lots.

Drainage swales (ditches) along dedicated roadway and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Greenwood Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the B.P.W. & S. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the B.P.W. & S. will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

Where the sanitary drainage system can discharge into the sewer by gravity flow, the lowest floor elevation where a plumbing fixture or floor drain is installed must be a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection. Where part of the drainage system cannot be discharged to the sewer by gravity flow, this part of the system shall be discharged into a tightly covered and vented sump from which the contents shall be lifted (pumped) and discharged into the building gravity drainage system a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection.

The sanitary sewers, and the connection thereto, shall be used only for and as a sanitary sewer system. No storm water, run-off water, down spouts, footing drains (perimeter drains) or sub-soil drainage shall be connected to the sanitary sewer system. No sump pumps shall be connected to the sanitary sewer system. All sump pumps to be installed on any lot of this development must be connected, via a hard pipe connection, to a defined storm water drainage system in a manner which is acceptable to the City of Greenwood.

**Enforcement:**

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity have any right, title or interest in the real estate (or any part thereof) and all persons or entities claiming under them against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such

Lots are subject to drainage easements, separately or in any combination of the use of lot owners, public utility companies. Easements (D.E.) are created to provide either overhead or in adequate underground adjoining ground and/or public drainage by each land owner to maintain the drainage said easement be blocked in any manner improvement, nor shall any grading restrict subject to construction or reconstruction of any time by any governmental authority of the subdivision. Said easements are on lots in the subdivision and are a servitude in land included within the Subdivision, Upstre Easements (S.E.) are created for the use the sanitary waste disposal system beyond installation and maintenance of sewer that connect with any public sanitary sewer by the use of public utility companies, not in maintenance, repair and replacement of in boxes. All such easements include the right of rights, including reading of the meters, drainage, sewer or utility easements.

A perpetual six (6) foot maintenance, fire on the neighboring lot adjacent to the zero walls and/or fences, shall be kept clear of document and incorporated into each deed the dwelling along the zero lot line shall be otherwise agreed to in writing by the two easement on the adjacent lot a maximum designated that the water runoff from the to the easement area.

No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevation between 2.5 and 8 feet above the street, shall be permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for minor streets and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line. No driveway shall be located within 40 feet of the intersection of two street centerlines or within 70 feet for corner lots.

Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Greenwood Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the B.P.W. & S. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches shall be responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the B.P.W. & S. will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

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#### Enforcement:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity having any right, title or interest in the real estate (or any part thereof) and all persons or entities claiming under them against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions, provided, however, that neither the Developer nor the Association shall be liable for damages or any kind to any person for failing to enforce or carry out such covenants and restrictions.

#### Term:

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive period of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidity of any of the covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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