

THIS INSTRUMENT WAS PREPARED  
 BY EDWARD D. GIACOLETTI  
 REGISTERED LAND SURVEYOR - INDIANA #50560  
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 HISTORIC FORT HARRISON  
 8901 OTIS AVENUE  
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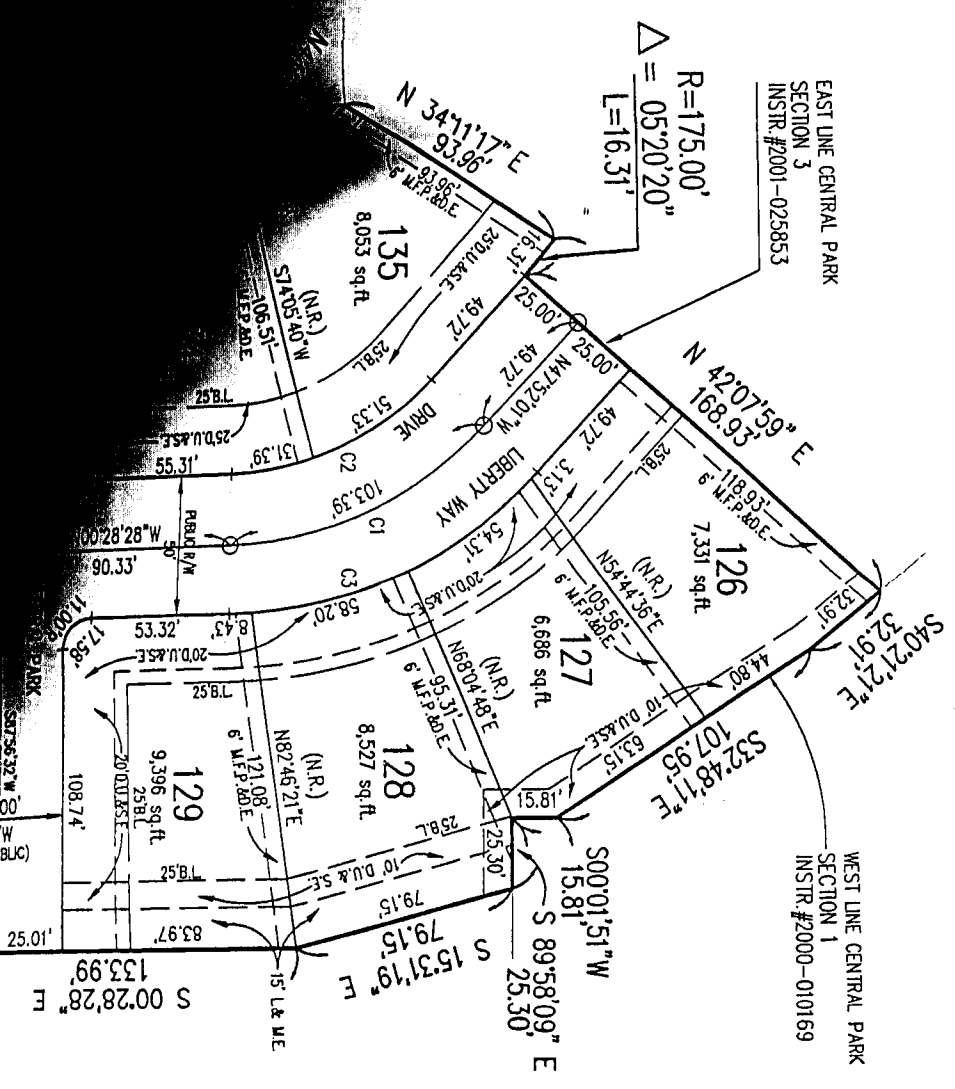
# FINAL PLAT FOR CENTRAL PARK

## SECTION 5

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

(ZONING - R-3 WITH ZERO LOT LINE (ORDINANCE NO. 89-46))

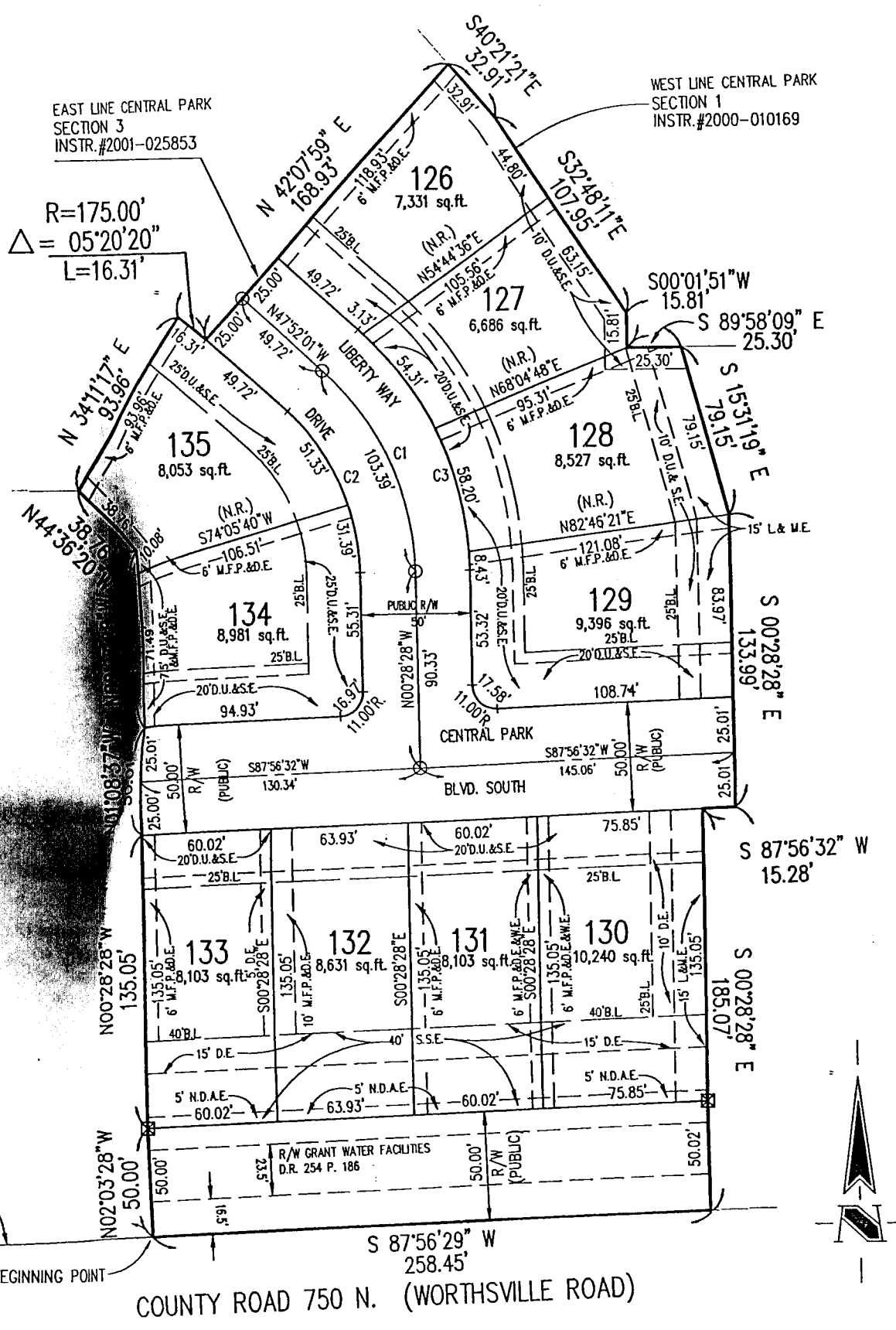
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	DIRECTION	DELTA
C1	125.00'	103.39'	100.47'	N24°10'14"W	47°23'33"
C2	100.00'	82.72'	80.38'	N24°10'14"W	47°23'33"
C3	150.00'	124.07'	120.57'	N24°10'14"W	47°23'33"



ORDINANCE NO. 89-46  
 R-3 ZONING AND/OR DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS: **D-40,**

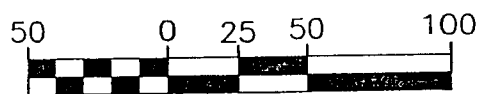
- a. Minimum Lot Size - four thousand five hundred (4,500) square feet
- b. Minimum House Size - Single story (one thousand (1000) square feet) - Two story (thousand and four hundred (1,400) square feet)
- c. Minimum Front Yard setback - Twenty five (25) feet
- d. Minimum Rear Yard setback - twenty (20) feet or twenty percent (20%) of depth of whichever is greater.
- e. Minimum Lot Width (at Building setback line) shall be forty-five (45) feet.
- f. Minimum Lot Frontage (at R/W line shall be thirty-five (35) feet and twenty (20) feet Cul-de-sac.
- g. Minimum House Separation shall be ten (10) feet
- h. Minimum Side Yard Setback Distance:
  - a.) zero lot line side minimum shall be zero (0) lineal feet
  - b.) zero lot line side maximum shall be six (6) lineal feet
  - c.) opposite lot line side minimum shall be ten (10) lineal feet
  - d.) opposite lot line side maximum shall not be applicable

DELTA
7°23'33"
7°23'33"
7°23'33"



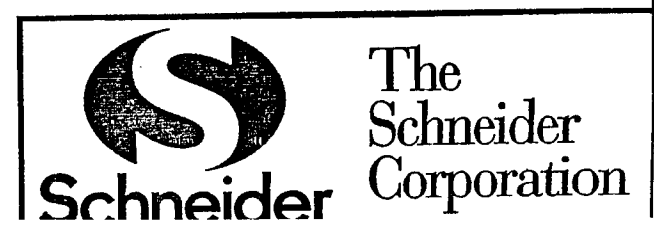
R=175.00'  
 $\Delta = 05^{\circ}20'20''$   
 L=16.31'

W.)  
 W. 1/4  
 E N.W. 1/4  
 13N-R4E  
 4  
 (ASSUMED BEARING)  
 7°56'29"E 774.28'



(ASSUMED NORTH)  
 SCALE 1" = 50'

Job No. 2207.008  
 Sheet P-1 of 3



PLAT, COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, Central Park LLC, by Republic Development LLC, Managing Member, by Lawrence M. Moon, President of the Indiana Division, as owner of the within described real estate, does hereby lay off, plat 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 5, a subdivision in Greenwood, Johnson County, Indiana.

PART OF T  
G

Residential Uses:

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 "DU&SE" (drainage utility and sewer easement) which are reserved for the nonexclusive use of the City of Greenwood, public utility companies, including cable television companies but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, storm and sanitary 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 addition, however, shall take their title subject to the nonexclusive rights of the City of Greenwood and public utilities and other owners of said lots in this addition 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: (I) for the use of Developer during the "development period", as such term is defined in the declaration of covenants, conditions and restrictions, for access to and installation, repair or removal of a drainage system, either by surface drainage or approved underground installations for the real estate and adjoining property and (II) 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 installation, 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 delineation 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, on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by the plat. No permanent or other structures shall be erected or maintained on said drainage easements. The owners of such lots in the 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 addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Lots are subject to drainage combination of the three, as companies and governmental and courses for area and lot the needs of the subdivision responsibility of each land on said easement be blocked in any grading restrict, in any extent, necessary to obtain jurisdiction over drainage or benefits of the owners of all owners of other land include: Sewer Easements (S.E.) are sanitary waste disposal system maintenance of sewer that c sanitary sewer available. (C) including transportation companies, poles, line and wires, meters and egress for the exercise built on any drainage, sewer

A perpetual six (6) foot main neighboring lot adjacent to it shall be kept clear of structures each deed transferring title is maintained in its original color owners. Roof overhangs may but the roof shall be so designed line is limited to the easement

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.

PUBLIC STREETS - The street acceptance, are hereby dedicated having jurisdiction.

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 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.

SANITARY SEWER EASEMENTS There are strips of ground c the City of Greenwood, Indiana install, reconstruct, renew or a sanitary sewer line, including interceptor sewer of any size system and works for the c water, and refuse of said city through the lots and land o

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 City of Greenwood, Indiana and upon said easement to alterations and improvement: extent of the easement any unobstructed use of such devices incident to such sewer and egress only over adjoining lands, and only for temporary

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.

No structures, including fences

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

elevation between 2.5 and 6 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 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.

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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 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.

acceptance, are hereby dedicating and having jurisdiction.

**SANITARY SEWER EASEMENTS**

There are strips of ground on the City of Greenwood, Indiana, install, reconstruct, renew on a sanitary sewer line, including an interceptor sewer of any size system and works for the collection of water, and refuse of said city through the lots and land as

The City of Greenwood, Indiana, and upon said easement to make alterations and improvements within the extent of the easement any unobstructed use of such easement devices incident to such sewer and egress only over adjoining lands, and only for temporary

No structures, including fence

THIS INSTRUMENT WAS PREPARED  
BY EDWARD D. GIACOLETTI  
REGISTERED LAND SURVEYOR - INDIANA #S0560  
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INDIANAPOLIS, INDIANA 46216-1037  
TELEPHONE (317) 826-7100

# FINAL PLAT FOR CENTRAL PARK

D-401c

## SECTION 5

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

#### D RESTRICTIONS

ber, by Lawrence M. Moon, President of the Indiana  
and subdivide the same into lots and streets in  
as Central Park Section 5, a subdivision in

ness buildings shall be erected on said lots, and no  
is permitted in the Zoning Ordinance of Greenwood,

or nearer to the side street lot line (corner lots)

age utility and sewer easement) which are reserved  
ding cable television companies but not including  
poles, lines, wires, storm and sanitary sewers and  
erein reserved. No permanent or other structures  
dition, however, shall take their title subject to the  
rs of said lots in this addition to said easements  
ed.

age easements are hereby created and reserved: (1)  
ed in the declaration of covenants, conditions and  
rn, either by surface drainage or appropriate  
the nonexclusive use of the Association (as defined in  
governmental authority for access to and  
s; provided, however, the owner of any lot in the  
1 of said drainage easement on his lot free from  
tion of the drainage easement areas on the plat shall  
easement is created and reserved to go on any lot  
e exercise of the rights granted to by this paragraph.  
ge easements. The owners of such lots in this  
he Board of Public Works and Safety and other owners  
gress in, along and through the strips so reserved.

lots sight lines at  
in on any corner lot  
connecting points 25 feet  
et for arterial streets), or  
ight-of-way lines  
from the intersection of a  
to driveway shall be  
1 feet for corner lots.

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without the written  
s must maintain these  
or parking areas must  
hes will not be damaged  
when appropriate sized  
Any property owner  
ches will be held  
repair said damage,  
to be accomplished and  
te payment. Failure to

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n of 12 inches above the  
ject lateral connection.  
y flow, this part of the  
the contents shall be  
mum of 12 inches above the

Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies and governmental 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 conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his or her lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent, necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the addition and are a servitude upon such land for the benefit of the owners of other land included within the Subdivision, upstream or downstream, affected by such use. (B) Sewer Easements (S.E.) are created for the use of local governmental agency having jurisdiction over the sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewer that are part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation, maintenance, repair and replacement of mains, ducts, poles, line and wires, meters, and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of rights, including reading of the meters. No structure, including fences, shall be built on any drainage, sewer or utility easements.

A perpetual six (6) foot maintenance, fire protection, and drainage easement shall be provided on the neighboring lot adjacent to the zero lot line property line, which, with the exception of walls and/or fences, shall be kept clear of structures. This easement shall be shown on the plat document and incorporated into each deed transferring title to the property. The exterior wall of the dwelling along the zero lot line shall be maintained in its original color and treatment unless otherwise agreed to in writing by the two effected lot owners. Roof overhangs may penetrate the easement on the adjacent lot a maximum twenty-four (24) inches, but the roof shall be so designated that the water runoff from the dwelling placed on or near the zero lot line is limited to the easement area.

**PUBLIC STREETS** - The streets and public rights-of-way 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.

#### SANITARY SEWER EASEMENTS (S.S.E.):

There are strips of ground as shown on the within plat marked "S.S.E." (Sanitary Sewer Easements) created for the City of Greenwood, Indiana, its grantees, successors and/or assigns to enter upon, dig, lay, erect, construct, install, reconstruct, renew and to use, inspect, operate, maintain and patrol, replace, repair, remove and continue a sanitary sewer line, including, but not limited thereto, main, sub-main, local, lateral, outfall, force, and interceptor sewer of any size and appurtenances thereto, as part of the City of Greenwood's sanitary sewer utility system and works for the collection, carriage, treatment and disposal of the waste, sewage, garbage, storm water, and refuse of said city, as shall be hereafter located and constructed into, under, upon, over, across and through the lots and land as shown on this plat along C.R. 750 North.

The City of Greenwood, Indiana, its grantees, successors and/or assigns shall have the right to enter along, over and upon said easement to repair, relocate, service and maintain such sewers, at will, and to make such alterations and improvements in the facilities thereof as may be necessary or useful, and to remove from the extent of the easement any encroaching trees, shrubs, structures, or other obstruction to the free and unobstructed use of such easement, and to build and maintain all necessary intakes, catch basins, and other devices incident to such sewers, roads, sewer utilities, drains and the like, and shall have the right of ingress and egress only over adjoining premises and lands when necessary and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said easement.

No structures, including fences, shall be built upon any Sanitary Sewer Easement (S.S.E.).