

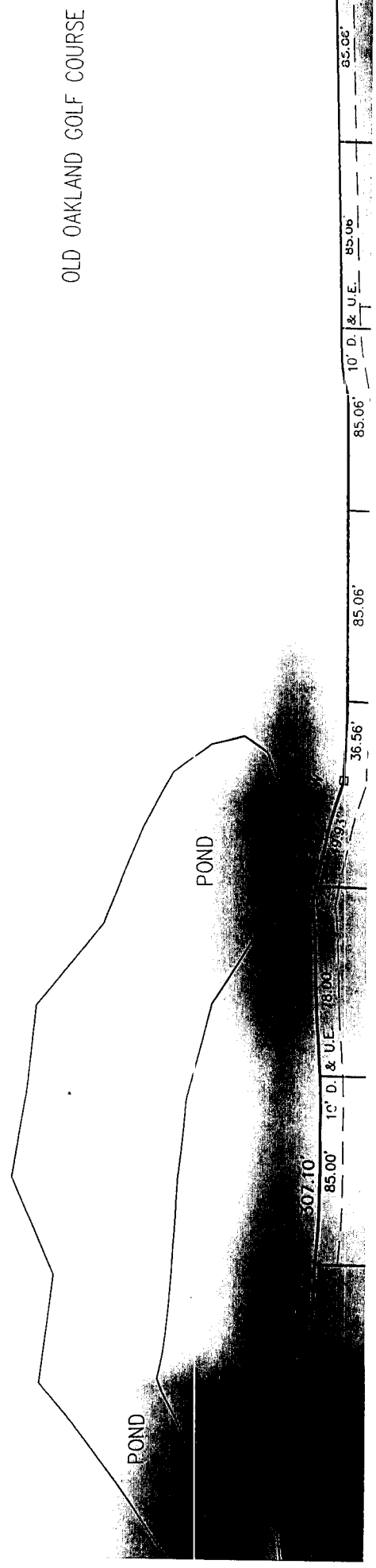
RECEIVED FOR RECORD
97 MAY 12 AM 9:31
JOHN H. ROBERTS
MARSH COUNTY RECORDER

9700065344

18456
SUBJECT FOR IT

SECONDARY PLAT
OAKLAND HILLS AT GEIST
SECTION EIGHT

SE



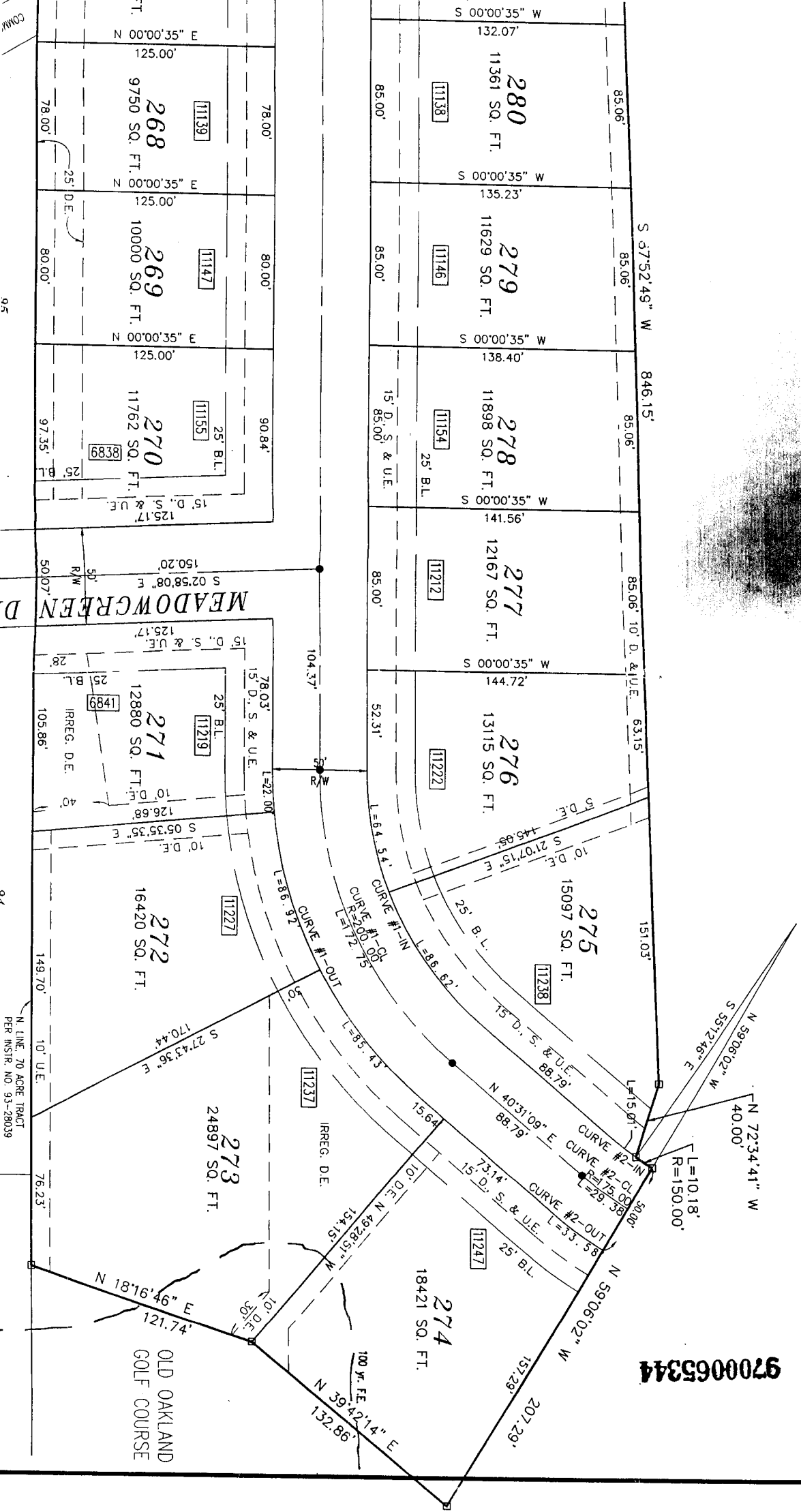
LEGEND

- D.E. = DRAINAGE EASEMENT
- SE = SEWER EASEMENT
- UE = UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- R = RADIUS
- L = ARC LENGTH
- R/W = RIGHT OF WAY
- SQ.FT. = SQUARE FEET
- [0000] = STREET ADDRESS
- 100 Y. FE. = SEE SHEET 2

**FUTURE OAKLAND HILLS
AT GEIST- SECTION NINE**

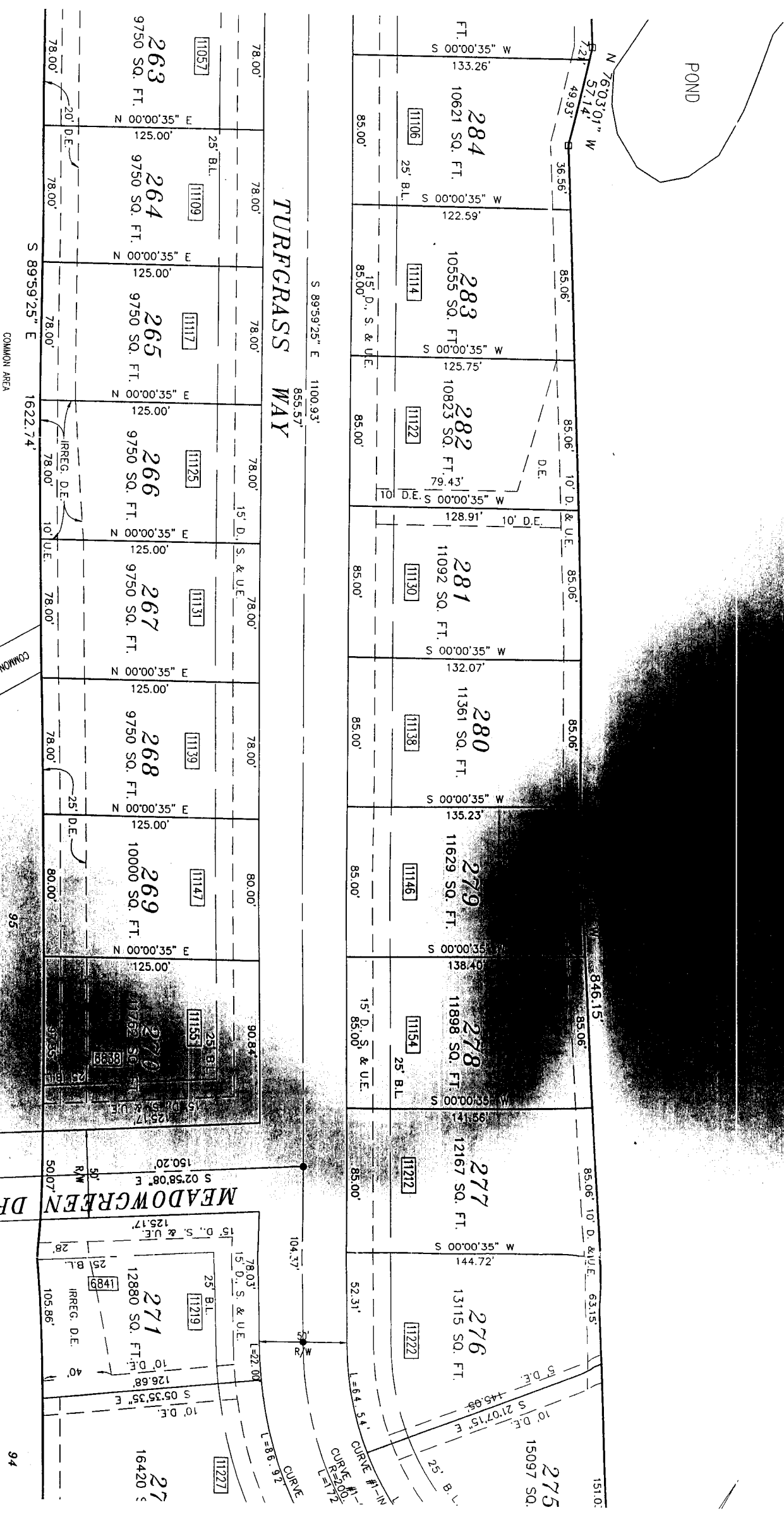
9700065344

D GOLF COURSE



R/W = RIGHT OF WAY
 SQ. FT. = SQUARE FEET
 [0000] = STREET ADDRESS
 100 YR. F.E. = SET SHEET 2

OLD OAK



BROOKE - SEC. II
 PER INSTR. NO. 92-71047

NOTES ON MONUMENTS AND MARKERS

SUNNYBROOKE - SEC.
 PER INSTR. NO. 94-115247

SUNNYSIDE ROAD

70.00'

N 89°59'25" W 252.31'

115.98'

291 21730 SQ. FT.
N 89°59'25" W 176.20'
10' D. & U.E.
10' D. & U.E.
162.92'
10' D. & U.E.
117.27'

290 22435 SQ. FT.
N 89°59'25" W 140.65'
10' D. & U.E.
40' B.L.
25' B.L.
S 00°00'35" W 25.00'

289 14031 SQ. FT.
N 35°41'35" W 172.57'
10' D. & U.E.
10' D.E.
114.99'

292 13103 SQ. FT.
S 34°43'56" W 162.92'
10' D. & U.E.
117.27'

288 11010 SQ. FT.
S 00°00'35" W 114.99'
10' D.E.
114.99'

287 11475 SQ. FT.
N 89°59'25" W 135.00'

293 11250 SQ. FT.
N 00°00'35" E 125.00'
25' B.L. 90.00'
25' B.L. 90.00'

288 11010 SQ. FT.
S 00°00'35" W 135.00'
25' B.L. 85.00'

287 11475 SQ. FT.
S 00°00'35" W 135.00'

261 11250 SQ. FT.
N 00°00'35" E 125.00'
25' B.L. 90.00'

287 11475 SQ. FT.
S 00°00'35" W 135.00'

286 11475 SQ. FT.
S 00°00'35" W 135.00'

262 9750 SQ. FT.
N 00°00'35" E 125.00'
25' B.L. 78.00'

286 11475 SQ. FT.
S 00°00'35" W 135.00'

285 11469 SQ. FT.
S 00°00'35" W 133.26'

263 9750 SQ. FT.
N 00°00'35" E 125.00'
25' B.L. 78.00'

285 11469 SQ. FT.
S 00°00'35" W 133.26'

284 10621 SQ. FT.
S 00°00'35" W 122.59'

264 9750 SQ. FT.
N 00°00'35" E 125.00'
25' B.L. 78.00'

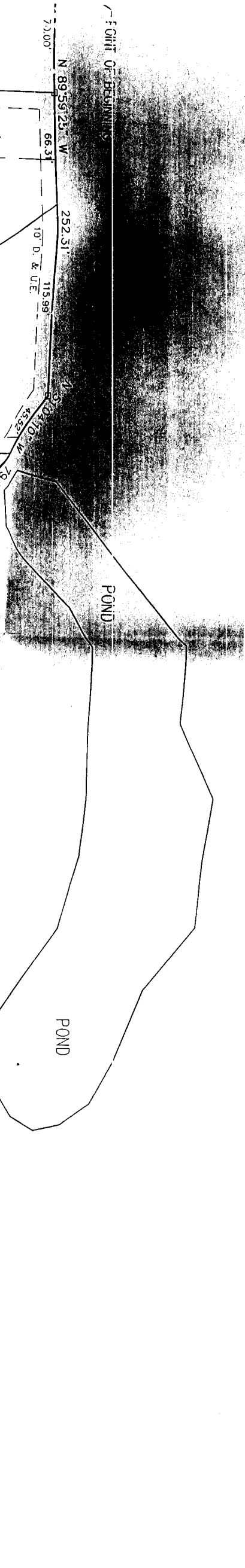
284 10621 SQ. FT.
S 00°00'35" W 122.59'

283 10555 SQ. FT.
S 00°00'35" W 125.75'

265 9750 SQ. FT.
N 00°00'35" E 125.00'
25' B.L. 78.00'

283 10555 SQ. FT.
S 00°00'35" W 125.75'

282 10823 SQ. FT.
S 00°00'35" W 108.23'



SUNNYBROOKE - SEC. I
PER INSTR. NO. 92-83614

WABESA WAY

SUNNYBROOKE - SEC. II
PER INSTR. NO. 92-71047

TURFCRASS WAY

71.00'

N. LINE, 70 ACRE TRACT
PER INSTR. NO. 91-20039

COMMON AREA

COMMON AREA

COMMON AREA

70.27'

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

10' D. & U.E.

voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 29th day of April, 1997.

Catherine Ann Dunley
CATHERINE ANN DUNLEY Notary Public

My Commission Expires:

November 7, 1998

County of Residence:

Hancock

"The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or other limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control Ordinance, 58-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

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, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

shall be constructed or placed on any residential lot in the Development except as

"Rear line" means the lot boundary line that is furthest from, and substantially parallel to,

yard shall be less than seven (7) feet from the side lines of the lot.

ced or permitted to remain on any residential lot herein, other than one detached cars and residential accessory buildings.

in 1300 square feet in the case of a one story structure, nor less than 900 square feet square feet of finished and livable floor area.

fications and plot plan showing the location of such building and the designated r by their duly authorized representatives. In the event of the death or resignation n and location, or to designate a representative with like authority. Neither the s covenant. No member of the Development Committee shall have any liability to r structure, shall be commenced or erected without approval from the

ets, and all outdoors activities in order to preserve the traditional quiet use and hazards) is limited to Old Oakland Golf Club employees and to members and their

which operates the Golf Course by virtue of its purchase of the Property. Buyer further f course, including, without limitation, the possibility of golf balls entering property assume such risks. Buyer further acknowledges and agrees that no claim or cause of is associated with the design, operation, maintenance and use of the Golf Course shall foregoing, and all such entities and individuals are hereby released from and

uated on any lot herein, except that for use by the builder during the construction of a

be done thereon which may be or may become an annoyance or nuisance to

PLAT RESTRICTIONS

The undersigned, Dawson Development Company, being the owners of record of the above-described real estate, hereby certify that they do lay off, plat and subdivide the same into lots and streets in accordance with this plat and certificate.

This subdivision shall be known and designated as OAKLAND HILLS AT GEIST, SECTION EIGHT on addition to Marion County, Indiana.

All streets, if not heretofore dedicated, are hereby dedicated to the public for its use.

Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the 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 overlaid 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 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 governmental authority having jurisdiction over drainage or by the developer of the subdivision.
- B. Sewer Easements (S.E.) — are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a 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 of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

Residential Setback Requirements:

- A. In general — Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.
- B. Definitions — "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
- C. Front Yards — The front building setback lines shall be as set forth upon this plat of the Development.
- D. Side Yards — The side yard setback lines shall not be less than an aggregate of sixteen (16) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.
- E. Rear Yards — Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

Land Use: All lots in this subdivision shall be known and designated as residential lots. 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 two and one-half stories in height, and a private attached garage for not more than four (4) cars and residential accessory buildings.

Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1300 square feet in the case of a one story structure, nor less than 900 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 1700 square feet of finished and livable floor area.

Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by a Development Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. No member of the Development Committee shall have any liability to any lot owner with respect to the exercise or non-exercise of his duties hereunder. No building, fence, swimming pool, wall, or other structure, shall be commenced or erected without approval from the Development Committee.

Golf Course: Due to the adjoining location of Old Oakland Golf Club lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Buyer acknowledges that it does not have any right to use the Golf Course or to automatically become a member of the golf club which operates the Golf Course by virtue of its purchase of the Property. Buyer further acknowledges that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and Buyer expressly agrees to assume such risks. Buyer further acknowledges and agrees that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course shall be maintained against Seller, the Dawson Development Company, or any member, director, officer, partner, employee or agent of the foregoing, and all such claims and individuals are hereby released from and against any and all such claims or causes of action.

Vehicle Parking and Temporary Structures: No camper, motor home, truck, trailer, boat, shack or outhouses shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by the Development Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Removal or destruction of such trees by a lot owner or his successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Development Committee within ninety (90) days notice in writing, and upon failure to do so, the Development Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. Adequate physical barriers, such as straw bales or snow fences, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

Antennas and Receivers: No satellite receiver or down-link shall be permitted on any lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the Development Committee. The Development Committee shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot.

Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly, and, specifically, such owner shall: (1) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Developer's Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to developer shall be collected in any reasonable manner from owner. Neither developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

Garage Doors: All garages opening to the street shall have automatic door controls.

Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

Development and Sale Period: During the development period, developer shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Developer, as in the sole opinion of developer may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Vegetation: Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall warrant the Building Committee or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Building Committee or any such land owner shall have a lien against said real estate for the expense thereof.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2020 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. ~~By the Department of Registration, Development and Planning, Marion County, Indiana.~~

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

STATE OF INDIANA)
COUNTY OF MARION) SS:

Personally appeared before me the undersigned, a Notary Public, in and for said County and State, Dawson Development Company, by Joseph S. Dawson and acknowledge execution of the above and foregoing certificate as its and their voluntary act and deed for the reasons and purposes therein expressed.

Witness my hand and seal this 29th day of April 1997

By Joseph S. Dawson

Dated this 29th day of April 1997

1997