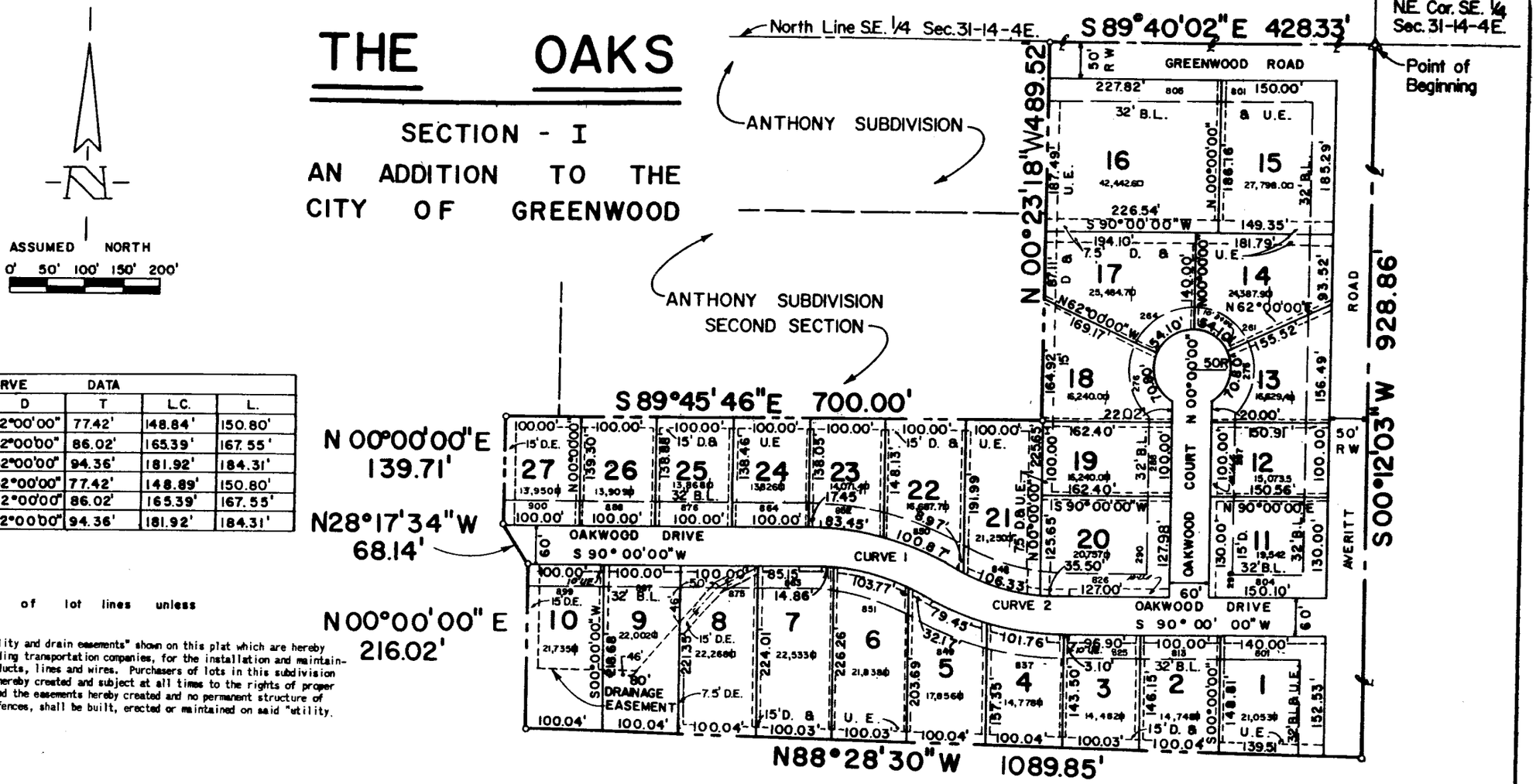
B-541

# THE OAKS

## SECTION - I

## AN ADDITION TO THE CITY OF GREENWOOD




| CURVE DATA | | | | | | |
|---|---|---|---|---|---|---|
| | R | Δ | D | T | L.C. | L. |
| 1A | 270.00' | 21.22067° | 32°00'00" | 77.42' | 148.84' | 150.80' |
| 1℄ | 300.00' | 19.09860° | 32°00'00" | 86.02' | 165.39' | 167.55' |
| 1B | 330.00' | 17.36236° | 32°00'00" | 94.36' | 181.92' | 184.31' |
| 2A | 270.00' | 21.22067° | 32°00'00" | 77.42' | 148.89' | 150.80' |
| 2℄ | 300.00' | 19.09860° | 32°00'00" | 86.02' | 165.39' | 167.55' |
| 2B | 330.00' | 17.36236 | 32°00'00" | 94.36' | 181.92' | 184.31' |

7.5' Easement each side of lot lines unless otherwise noted

There are stripes of ground marked "utility and drain easements" shown on this plat which are hereby reserved for public utility, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take title subject to easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created and no permanent structure of any kind, and no part thereof, except fences, shall be built, erected or maintained on said "utility and drain easements".

Known all men by these presents: That Oakmont Development Company, an Indiana Partnership, being the owner in fee simple of the following described real estate in Johnson County, Indiana, to-wit:

I, the undersigned, hereby certify that the within plat is true and correct and represents a part of the Southeast Quarter of Section 31, Township 14 North, Range 4 East in Johnson County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of the said Quarter Section thence South 00 degrees 12 minutes 03 seconds West (Assumed Bearing) along the East line of the said Quarter Section 928.86 feet; thence North 88 degrees 28 minutes 30 seconds West and parallel with the South line of the said Quarter Section 1089.85 feet; thence North 28 degrees 17 minutes 34 seconds West 68.14 feet; thence 00 degrees 00 minutes 00 seconds East 139.71 feet to the South line extended of Anthony Subdivision, Second Section, a subdivision of Johnson County, Indiana, (the plat of which is recorded in Plat Book 5, page 20 in the Office of the Recorder of Johnson, County, Indiana) as said Addition is monumented; thence South 89 degrees 46 minutes 46 seconds East along the previously described South line and South line extended of Anthony Subdivision, Second Section 700.00 feet to a concrete monument; thence North 00 degrees 23 minutes 18 seconds West along the East line of Anthony Subdivision, and Anthony Subdivision, Second Section, as said Additions are monumented 489.52 feet to the North line of the said Quarter Section; thence South 89 degrees 40 minutes 02 seconds East along the said North line 428.33 feet to the POINT OF BEGINNING, containing 15.615 acres, more or less.

This subdivision consists of 27 lots, numbered 1 through 27, both inclusive, together with streets, easements and public ways as shown on the within plat.

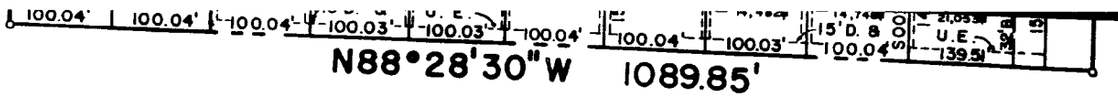
The size lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

WITNESS MY SIGNATURE this 2nd day of Aug. 1976.

JOHN V. SCHNEIDER REGISTERED S0115 INDIANA LAND SURVEYOR

JOHN V. SCHNEIDER
Reg. Land Surveyor - Indiana #S0115

and drain easements.




Known all men by these presents: That Oakmont Development Company, an Indiana Partnership, being the owner in fee simple of the following described real estate in Johnson County, Indiana, to-wit:

I, the undersigned, hereby certify that the within plat is true and correct and represents a part of the Southeast Quarter of Section 31, Township 14 North, Range 4 East in Johnson County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of the said Quarter Section thence South 00 degrees 12 minutes 03 seconds West (Assumed Bearing) along the East line of the said Quarter Section 928.86 feet; thence North 88 degrees 28 minutes 30 seconds West and parallel with the South line of the said Quarter Section 1089.85 feet; thence North 00 degrees 00 minutes 00 seconds East 216.02 feet; thence North 28 degrees 17 minutes 34 seconds West 68.14 feet; thence 00 degrees 00 minutes 00 seconds East 139.71 feet to the South line extended of Anthony Subdivision, Second Section, a subdivision of Johnson County, Indiana, (the plat of which is recorded in Plat Book 5, page 20 in the Office of the Recorder of Johnson, County, Indiana) as said Addition is monumented; thence South 89 degrees 05 minutes 46 seconds East along the previously described South line and South line extended of Anthony Subdivision, Second Section 700.00 feet to a concrete monument; thence North 00 degrees 23 minutes 18 seconds West along the East line of Anthony Subdivision, and Anthony Subdivision, Second Section, as said Additions are monumented 489.52 feet to the North line of the said Quarter Section; thence South 89 degrees 40 minutes 02 seconds East along the said North line 428.33 feet to the POINT OF BEGINNING, containing 15.615 acres, more or less.

This subdivision consists of 27 lots, numbered 1 through 27, both inclusive, together with streets, easements and public ways as shown on the within plat.

The size lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

WITNESS MY SIGNATURE this 2nd day of Aug. 1976.

JOHN V. SCHNEIDER REGISTERED SO115 INDIANA LAND SURVEYOR

JOHN V. SCHNEIDER
Reg. Land Surveyor - Indiana #SO115

Do hereby make, plat, subdivide, lay off and dedicate said described real estate into lots and streets in accordance with the plat hereto attached, which addition shall be known as "The Oaks, First Section", in Pleasant Township, Johnson County, Indiana, that the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions. which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows. towit:

1. No structure other than such structures as may be existing at the time of the adoption of these covenants, shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling, a private garage and such other outbuildings usual and incidental to the use of such residential lot.
2. No residence or dwelling shall be constructed on any lot or part thereof unless such residence, exclusive of open porches, attached garages and basements, shall have a floor area of 1400 square feet.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, trailers, boats, campers, and similar equipment shall be kept or stored inside, outside storage will not be allowed.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
6. No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
7. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
8. 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.
9. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement.
11. All swales, for drainage of lots, that are located on side lot lines and on rear lot lines shall be preserved and not obstructed in accordance with a general drainage plan on file with the City of Greenwood, Indiana.
12. Any field tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.
13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change them in whole or in part.
14. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

IN WITNESS WHEREOF, this indenture has been executed by the undersigned partners of Oakmont Development Company, an Indiana Partnership, for and in behalf of such partnership, the 2nd day of August 1976.

ENVIRONMENTAL MANAGEMENT INC, PARTNER

By: William R Layton Pres
WILLIAM R. LAYTON, PRESIDENT

TRAUB EQUITIES INC., PARTNER

By: William I. Yeagy
WILLIAM I. YEAGY,
Authorized Signature

By: Robert W. Stephens
ROBERT W. STEPHENS, PARTNER

STATE OF INDIANA }
COUNTY OF JOHNSON } SS

Before me, the undersigned, a notary public in and for said County and State, personally appeared William R. Layton, William I. Yeagy, and Robert W. Stephens, partners of the Oakmont Development Company, and acknowledge the execution of the foregoing indenture, for and in behalf of such company, & their duly authorized acts, this 2nd day of August 1976.

WITNESS MY HAND AND NOTARIAL SEAL:

Notary Public

My Commission expires MAY 13, 1979

This plat was given approval by the City of Greenwood, Johnson County, Indiana, as follows:
Approved by the City of Greenwood Plan Commission at a meeting held June 17, 1976.

Byford L. Reed DDS
BYFORD L. REED, DDS, CHAIRMAN

Harold M. Arthur
HAROLD M. ARTHUR, SECRETARY

This plat was given approval by the Board of Works of the City of Greenwood, Johnson County, Indiana, at a meeting held on the 21st day of June 1976.

Lawrence W. Myers
LAWRENCE W. MYERS, MAYOR

David W. Foster
DAVID W. FOSTER, MEMBER

John A Mason
JOHN A MASON, MEMBER

Entered for taxation this 22 day of Sept. 1976.

June M. Wood
JUNE M. WOOD, AUDITOR JOHNSON COUNTY

Fee

019493