

FINAL PLAT FOR D-351D WOODGATE

SECTION 4 PART OF THE SE 1/4 SEC. 4-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.

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.

No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines of 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, filled 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.

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 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 casing 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 casing nearest to the subject lateral connection.

Job No. 1063.006
Sheet P-4 of 4



**The
Schneider
Corporation**

Historic Fort Harrison
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Engineering
Surveying
Landscape Architecture
GIS + IIS
Geology

Formerly Schneider Engineering Corp. / Hobbs, Meyer, Gibson & Assoc.

REVISED: 01/29/01

PLAT, COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, Woodgate Crossing LLC, by Woodgate LLC its manager, by Republic Development LLC, managing member of Woodgate LLC, by Richard L. Arnos, President, for and on behalf of Woodgate Crossing LLC, 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 Woodgate Section 4, a subdivision in Greenwood, Johnson County, Indiana.

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 thereof other than the home occupations permitted in the Zoning Ordinance of Greenwood, Indiana.

A. The development of the real estate shall be accomplished in substantial accordance with the plat prepared and to be furnished with the Greenwood Plan Commission, all in accordance with the requirements of said Commission as provided in a hearing under date of November 8, 1999.

B. The real estate shall be developed for R-2A Residential - Single Family use in accordance with the Commitments heretofore made and the requirements of the appropriate statutes and ordinances, provided, however, that the owner commits that the use and development of the real estate described and incorporated herein (hereinafter "REAL ESTATE") shall be as follows:

- (1) except as provided below, any single story home shall have as a minimum, 1,200 square feet of usable living area (excluding porches and garage space) with two-car attached garages;
- (2) any two-story home shall have as a minimum 1,400 square feet usable living area (excluding garage and porch space) with a two-car attached garage;
- (3) there shall be a density maximum of 2.8 lots per acre;
- (4) a tree preservation area of fifteen feet (15') in width along the northern boundary (lots 120-135 (inclusive)) of the REAL ESTATE abutting Valle Vista Section 6 shall be established to protect and preserve the natural tree area except where storm drainage facilities are required; and
- (5) the most northern tier of lots (lots 120-135 (inclusive)) on the REAL ESTATE which abut Valle Vista Section 6 shall have a minimum lot size of 12,000 square feet and a home which shall have as a minimum of 1,500 square feet of usable living area (excluding open porches and garage space) with a two-car attached garage.

C. These Commitments shall be binding upon the owner, subsequent owners of the REAL ESTATE, and other persons acquiring an interest herein. These Commitments may be modified or terminated by a decision of the Greenwood Plan Commission made at a public hearing after proper notice has been given.

D. The Commitments contained in this instrument shall be effective upon the adoption of Greenwood Common Council Ordinance No. 96-4 which changes zoning on the REAL ESTATE aforesaid from R-2 Residential - Single Family use to R-2A Residential - Single Family use.

E. These Commitments shall be considered covenants running with the land and shall bind all subsequent owners to their terms and conditions and in subsequent modifications thereto as made pursuant to this instrument, statutes of the State of Indiana, or ordinances of the City of Greenwood.

F. These Commitments may be enforced jointly and severally by:

1. the Greenwood Plan Commission; and

2. Owners of all parcels of ground adjoining the REAL ESTATE to a depth of 300 feet. The identity of such owners shall be determined from the records of the office of the Johnson County Auditor which lists the current owners of record. For purposes of this paragraph, the cutoff date for such determination shall be at 12:00 O'Clock on the date of filing for enforcement.

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 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 addition, however, shall take their title subject to the nonexclusive rights of the 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 appropriate 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 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 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 addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

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

During construction.

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 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 addition, however, shall take their title subject to the nonexclusive rights of the 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.

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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 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.

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.

2-15-01 - part of the amendment to Cov. All 2001-004007

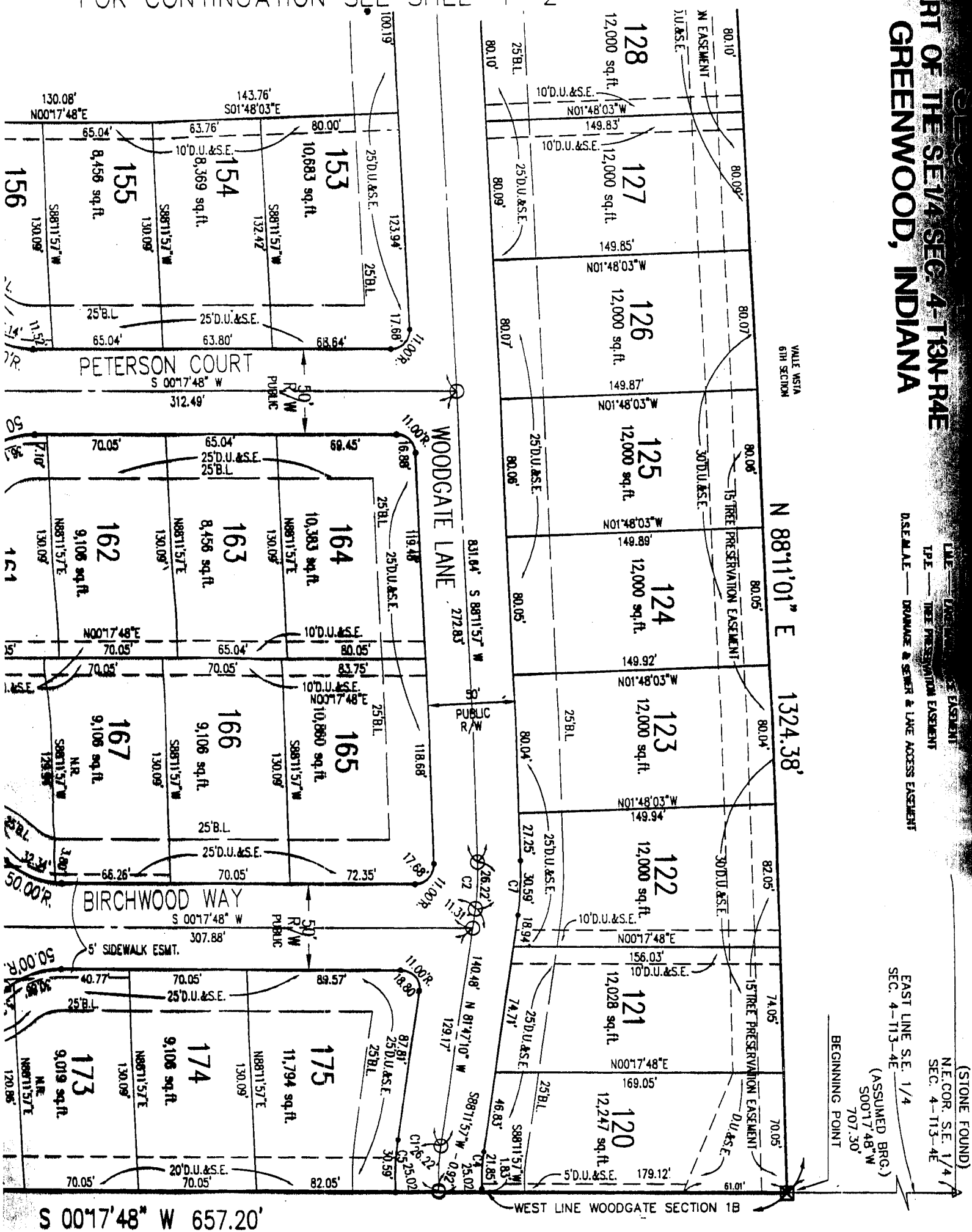
THIS INSTRUMENT WAS PREPARED
BY EDWARD D. GIACOLETTI
REGISTERED LAND SURVEYOR -- INDIANA #S0560
THE SCHNEIDER CORPORATION
HISTORIC FORT HARRISON
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INDIANAPOLIS, INDIANA 46218-1037
TELEPHONE (317) 826-7100

**PART OF THE SE 1/4 SEC. 4-T13N-R4E
GREENWOOD, INDIANA**

LINE — EASEMENT
 TYPE — TREE PRESERVATION EASEMENT
 DASHED LINE — DRAINAGE & SEWER & LINE ACCESS EASEMENT

(STONE FOUND)
 N.E. COR. S.E. 1/4
 SEC. 4-T13-4E
 EAST LINE S.E. 1/4
 SEC. 4-T13-4E
 (ASSUMED BRG.)
 S00°17'48"W
 707.30'
 BEGINNING POINT

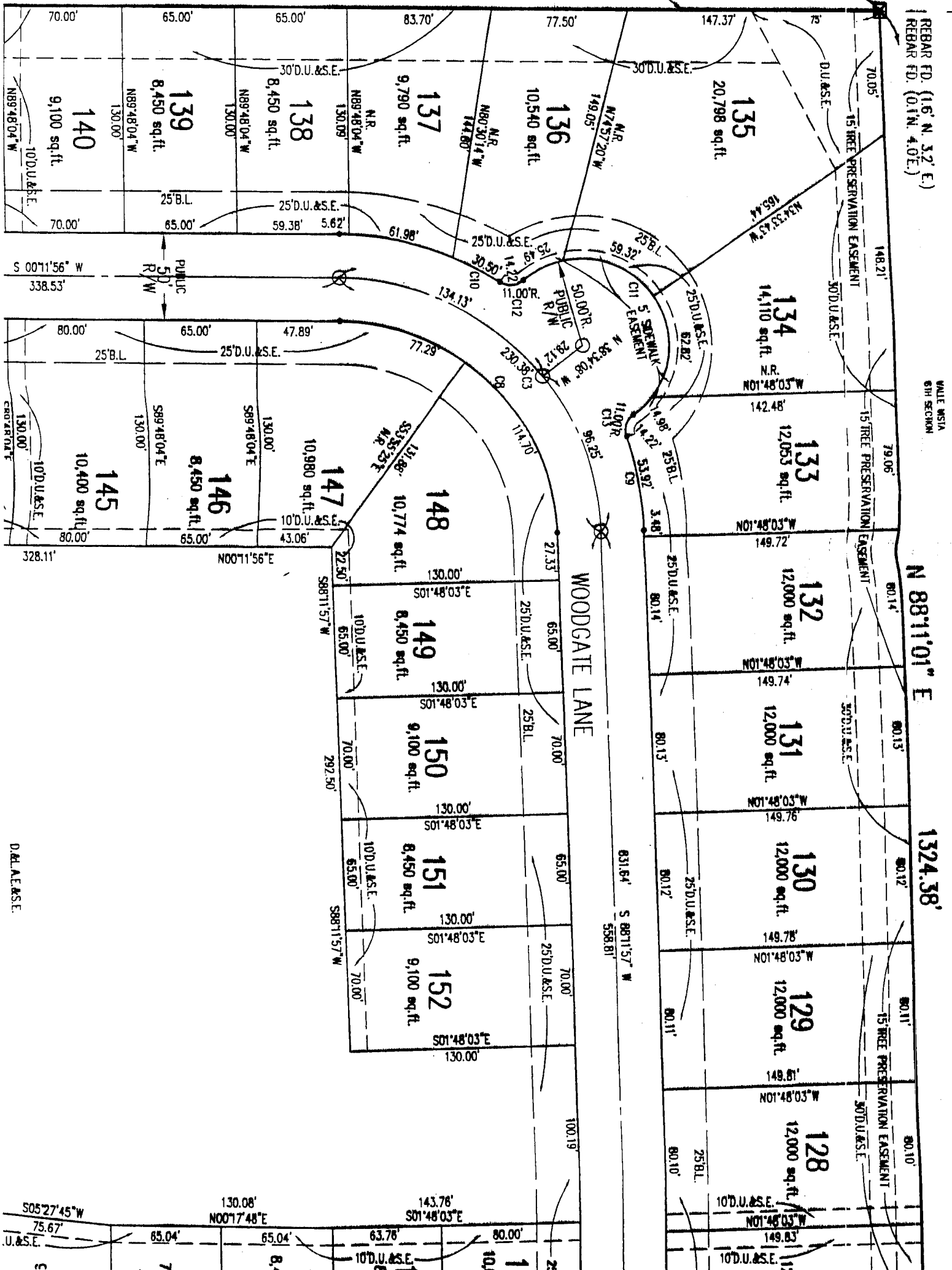
FOR CONTINUATION SEE SHEET P-2



S 00°17'48" W 657.20'

SY CREEK
19013044

WEST LINE N.E. 1/4 S.E. 1/4 SEC. 4-T13-4E
N 00°11'56" E 658.31'

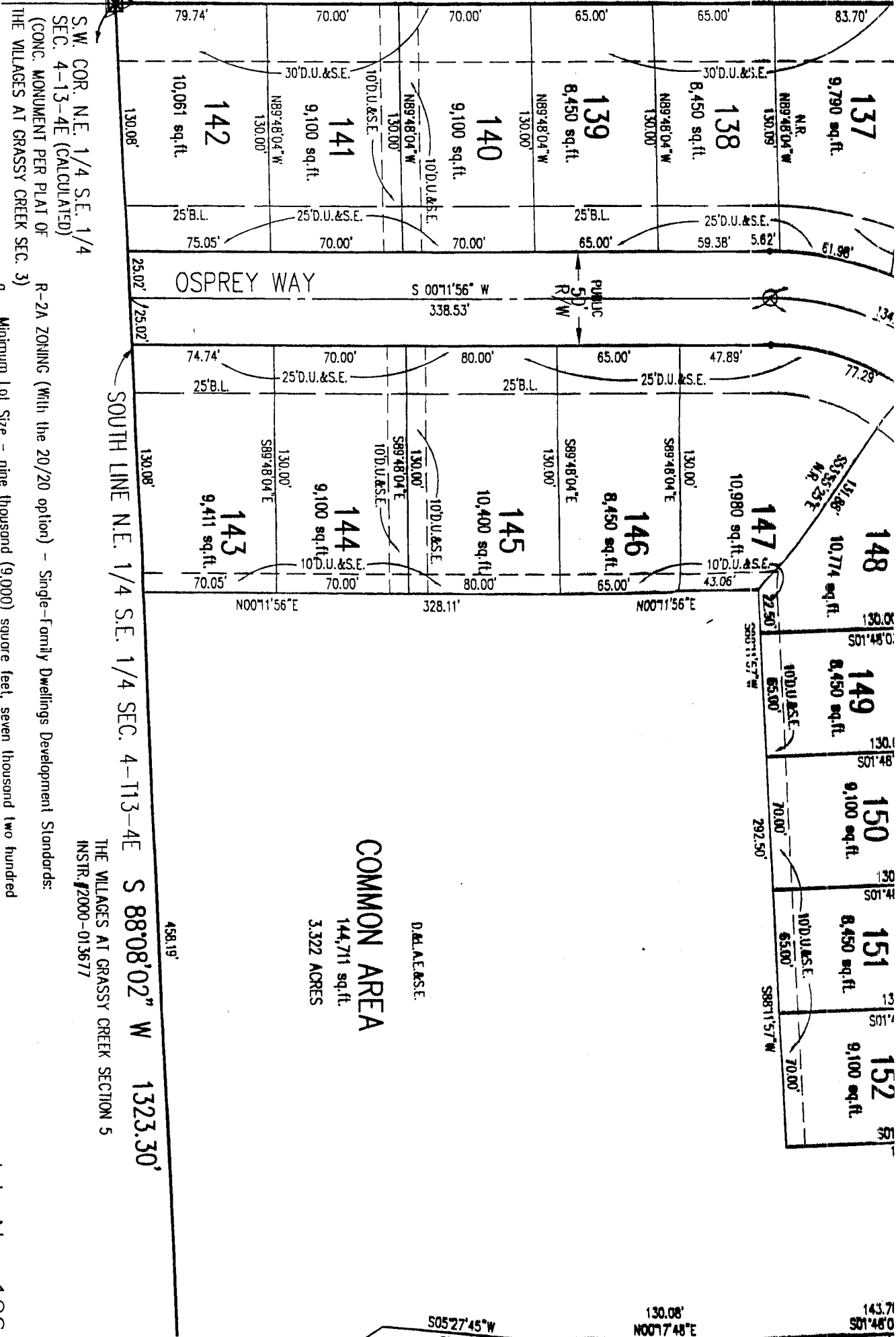


D.M.A.E.S.E.

FOR CONTINUATION SEE SHEET 1

THE VILLAGES AT GRASSY CREEK
SECTION 3 - INSTR.#1999013044

WEST LINE N.E. 1/4 S.E. 1/4 SEC. 4-
N 00°11'56" E 658.0'



S.W. COR. N.E. 1/4 S.E. 1/4
SEC. 4-13-4E (CALCULATED)
(CONC. MONUMENT PER PLAT OF
THE VILLAGES AT GRASSY CREEK SEC. 3)

R-2A ZONING (With the 20/20 option) - Single-Family Dwellings Development Standards:

- a. Minimum Lot Size - nine thousand (9,000) square feet, seven thousand two hundred (7,200) square feet w/20-20 option.
- b. Minimum House Size - nine hundred (900) square feet, (750) square feet minimum ground level.
- c. Minimum Front Yard setback - twenty five (25) feet from right-of-way line unless otherwise shown.
- d. Minimum Rear Yard setback - twenty (20) feet or twenty percent (20%) of depth of lot, whichever is least.
- e. Minimum Lot Width (at Building setback line) shall be seventy (70) feet, fifty-six (56) feet w/20-20 option.

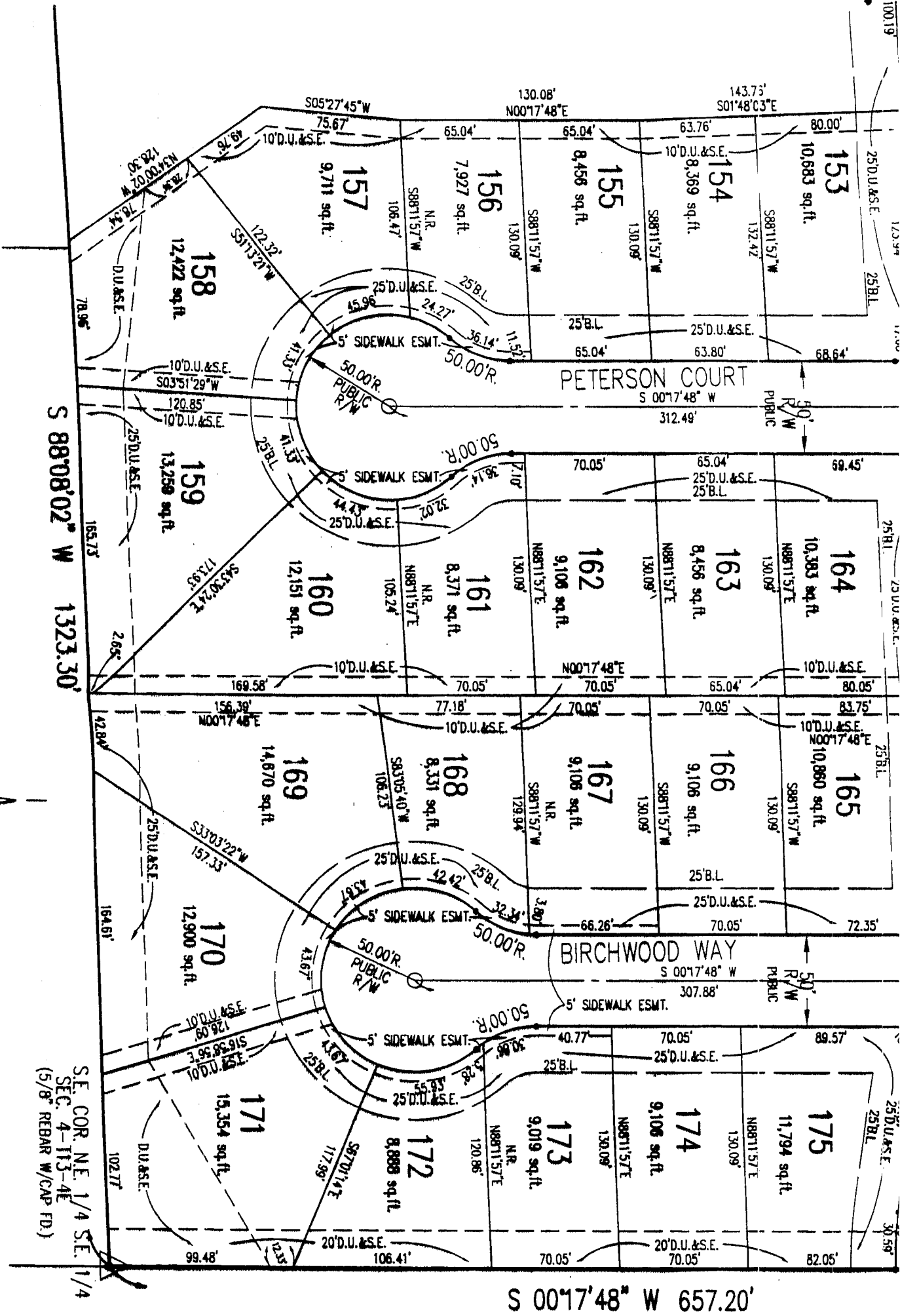
THE VILLAGES AT GRASSY CREEK SECTION 5
INSTR.#2000-013677

COMMON AREA

144,711 sq. ft.
3.322 ACRES

Job No. 106
Sheet P-2





CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	150.00'	26.27'	26.18'	S88°47'37"E	107°00'53"
C2	150.00'	26.27'	26.18'	N88°47'37"W	107°00'53"
C3	150.00'	230.38'	208.40'	S44°11'56"W	88°00'10"
C4	125.00'	21.85'	21.82'	S88°47'37"E	107°00'53"

SE COR. NE 1/4 SE 1/4
 SEC. 4-T13-4E
 (5/8" REBAR W/CAP FD.)

Job No. 1063.006
 Sheet P-1 of 4

