

# FINAL PLAT FOR CLEARBROOK PARK

## SECTION 2 PART OF SECTION 5-T13N-R4E GREENWOOD, INDIANA

### LAND DESCRIPTION

Part of the Southwest quarter of Section 5, Township 13 North, Range 4 East in Pleasant Township, Johnson County, Indiana; being described as follows:

Commencing at the Northeast corner of said Southwest quarter; thence South 87 degrees 37 minutes 41 seconds West (assumed bearing) along the North line thereof a distance of 298.33 feet to the Point of Beginning; thence South 00 degrees 00 minutes 00 seconds East a distance of 825.59 feet to a point on a non-tangent curve, the radius point of which bears North 03 degrees 23 minutes 49 seconds East a distance of 965.00 feet; thence Northwesterly along said curve being along the north line of Clearbrook Park Section 1, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument Number 96005956 in the Johnson County Recorders Office, an arc distance of 94.37 feet to a point which bears South 09 degrees 00 minutes 00 seconds West from said radius point; thence North 81 degrees 00 minute 00 seconds West along the north line of said Clearbrook Park Section 1 and along the north line of Clearbrook Lakes Section 2, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument Number 96012465 in the Johnson County Recorders Office, a distance of 450.00 feet to the point of curvature of a curve, the radius point of which bears South 09 degrees 00 minutes 00 seconds West a distance of 1235.00 feet; thence Northwesterly along said curve being along the north line of said Clearbrook Lakes Section 2 an arc distance of 57.50 feet to a point which bears North 06 degrees 19 minutes 57 seconds East from said radius point; thence North 06 degrees 19 minutes 57 seconds East a distance of 162.50 feet to a point on a non-tangent curve, the radius point of which bears South 06 degrees 19 minutes 57 seconds West a distance of 1397.50 feet; thence Easterly along said curve an arc distance of 27.50 feet to a point which bears North 07 degrees 27 minutes 35 seconds East from said radius point; thence North 00 degrees 00 minutes 00 seconds East a distance of 393.72 feet; thence South 87 degrees 37 minutes 41 seconds West a distance of 26.12 feet; thence North 02 degrees 22 minutes 19 seconds West a distance of 162.50 feet to the North line of said Southwest quarter; thence North 87 degrees 37 minutes 41 seconds East along said North line a distance of 583.32 feet to the Point of Beginning. Containing 10.032 acres, more or less.

THIS SUBDIVISION CONSISTS OF 68 LOTS, NUMBERED 74 THROUGH 121, 147 THROUGH 156 AND 190 THROUGH 199 TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

THE SIZE OF LOTS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 96005824 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF THE LANDS SURVEYED WITHIN THE CROSS REFERENCED SURVEY PLAT, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCED SURVEY ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION. I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

WITNESS MY SIGNATURE THIS 8TH DAY OF NOVEMBER, 1996

IVAN J. EVANS

COMMON WITH THE NEW SUBDIVISION. I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

WITNESS MY SIGNATURE THIS 8TH DAY OF NOVEMBER, 1996

*Evan J. Evans*

EVAN J. EVANS  
REGISTERED LAND SURVEYOR  
INDIANA - #910024



DEDICATION AND APPROVAL STATEMENT

This plat is hereby given secondary approval by the City of Greenwood, Johnson County, Indiana, to-wit:

SECONDARY APPROVAL is hereby granted by the Greenwood Advisory Plan Commission on the 13th day of May, 1996

*Janet Eades*  
JANET EADES - Plan Commission  
CLINTON E. FERGUSON - Director

BE IT RESOLVED by the Board of Public Works and Safety, City of Greenwood, Johnson County, Indiana, that the dedications shown on this plat are hereby approved and accepted this

19th day of December, 1976

*Charles E. Henderson*  
CHARLES E. HENDERSON, Mayor  
*Kevin A. Hoover*  
KEVIN A. HOOVER, Member  
*Warren E. Beville*  
WARREN E. BEVILLE, Member

ATTEST:  
*Genevieve Worsham*  
GENEVEVE WORSHAM, Clerk-Treasurer

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.

day of \_\_\_\_\_  
The City of \_\_\_\_\_  
Mark W. Boyer  
State of Indiana  
County of Marion Ma--  
Before me, the undersigned  
Morgan Communities L.P.  
President, and acknowledged  
affixed their signature th  
Witness my signature and  
this 27th day of November  
Notary Public: *Dea*  
My commission expires \_\_\_\_\_  
County of Residence \_\_\_\_\_

D-16B

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.

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 give 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 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 above ground swimming pools shall be permitted in this subdivision.

No detached storage sheds or mini-barns shall be installed or permitted in the subdivision

A perpetual six (6) foot maintenance, fire protection (non-building), and drainage easement shall be provided in 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.

ENTERED FOR TAXATION this 30 day of December 1996.

No. 96028527 RECEIVED FOR RECORD this 30<sup>th</sup> day of December 1996 at 8:41 AM and Recorded in Plat Book D, Page 16 AB+C

Deborah A. Shutta  
Deborah A. Shutta, Auditor  
Jean Harmon  
JEAN HARMON, Recorder

In Witness whereof, C. P. Morgan Communities L. P., by C. P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, have hereunto cause its and their names to be subscribed this 26<sup>th</sup> day of November 1996.

The C. P. Morgan Investment Co., Inc., General Partner

Mark W. Boyce  
Mark W. Boyce, Vice President

# FINAL PLAT FOR CLEARBROOK PARK

## SECTION 2 PART OF SECTION 5-T13N-R4E GREENWOOD, INDIANA

### PLAT, COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, C.P. Morgan Communities, L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President., as Owner of the within described real estate, do 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 Clearbrook Park Section 2, 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 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 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 except for fences, patios, decks, driveways and walkways. 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 Department of Public Works 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 except for fences, patios, decks, driveways and walkways. The owners of such lots in this subdivision, however, shall take their title subject to the nonexclusive rights of the Department of Public Works 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. Developer's Right to Perform Certain Maintenance in the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with these restrictions, Developer shall have the right, but not obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvement situated thereon, if any, conform to the requirements of these restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said real estate for the expense thereof. Neither the Developer, nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Upon completion of the development period, the Association shall succeed to the rights of the Developer.

#### Driveways:

All driveways will be paved by the builder at the time of the original construction. Maintenance of the driveways thereafter, including resurfacing or repaving, shall conform with and be uniform to the surface provided at the time of original construction.

#### Sidewalks:

Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

#### Signs:

No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except the Developer may use larger signs during the sale and development of this subdivision.

#### Animals:

No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

No 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 except for fences, patios, decks, driveways and walkways. 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 Department of Public Works 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 except for fences, patios, decks, driveways and walkways. The owners of such lots in this subdivision, however, shall take their title subject to the nonexclusive rights of the Department of Public Works 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. Developer's Right to Perform Certain Maintenance in the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with these restrictions, Developer shall have the right, but not obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvement situated thereon, if any, conform to the requirements of these restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said real estate for the expense thereof. Neither the Developer, nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Upon completion of the development period, the Association shall succeed to the rights of the Developer.

**Driveways:**

All driveways will be paved by the builder at the time of the original construction. Maintenance of the driveways thereafter, including resurfacing or repaving, shall conform with and be uniform to the surface provided at the time of original construction.

**Sidewalks:**

Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

**Signs:**

No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except the Developer may use larger signs during the sale and development of this subdivision.

**Animals:**

No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. 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.

**Motor Vehicles and Trailers:**

All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Only passenger cars, station wagons or small trucks (pickups, vans of a size not larger than may be parked within the garage) shall be regularly parked on or adjacent to a lot. Also, no boat, trailer, camper or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers or boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.

**Trash and Waste:**

No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All trash, rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All trash, rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

**Storage Tanks:**

Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

**Water and Sewage:**

No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields or any other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

**Antennas:**

No antenna in this subdivision shall exceed five (5) feet above a roof peak.

**Satellite Dishes:**

No satellite dishes shall be installed or permitted in this subdivision except those with a diameter of twenty-four (24) inches or less.

**Gutters and Downspouts:**

All gutters and downspouts in this subdivision shall be painted or of a colored material other than gray galvanized.

**Awnings:**

No metal, fiberglass or similar type material awnings or patio covers shall be permitted in this subdivision.

D-116c

**Solar Heat Panels:**

No solar heat panels shall be permitted on roofs of any structures in this subdivision. All such panels will be enclosed within fenced areas and shall be concealed from the view of neighboring lots and the streets.

**Modular Homes:**

Modular homes shall not be permitted in this subdivision.

**Street Access:**

All lots shall be accessed from the interior streets of this subdivision. There shall be no direct driveway access to April Drive.

**Nonexclusive Easement:**

Whenever a building is constructed so as to be substantially contiguous with a side lot line, then to the extent necessary, the owner of such lot is hereby granted a three (3) foot access easement upon the adjoining lot for maintenance and the encroachment by walls, eaves, roof overhang, gutters and the like. Said nonexclusive easement is hereby granted, as necessary or appropriate, for underground utility lines and utility services within said three (3) foot easement and said nonexclusive easement shall run in favor of the owners of said lots and to all public, private and municipal utility companies (including cable television and the like); provided, there shall be maintained a minimum distance between buildings of ten (10) feet, and a minimum distance between buildings backing up to each other of twenty (20) feet. Said nonexclusive easement is also hereby granted to the builder of such lot for the purpose of home construction or reconstruction. It shall be the builder's responsibility to replace or repair in kind to the adjoining lot those improvements disturbed by said construction.

**Patio Easement and Patio Fencing:**

Some lots within this plat may be improved with a residential unit constructed approximately contiguous to a side lot line ("patio home"). Each patio home, other than such patio homes specifically excepted by declarant, shall be built with one (1) side wall constructed without windows ("blank wall") below a point which is seven (7) feet above the finished floor elevation. The owners from time to time of a patio home shall have an exclusive easement of use of the area extended from the exterior side wall of their patio home to the blank wall side of the adjacent residence which faces said area and running the length of such blank wall side of such adjacent residence ("patio area"); provided that such exclusive easement shall not apply in the case where there are two (2) adjacent lots where two (2) patio areas face each other and shall not apply in the case when the adjacent residence is not constructed substantially contiguous to a side lot line. The owner of the patio home benefited by the patio area shall maintain such patio area, excluding the blank wall of the adjacent residence. In the event the owner of the patio home fails to maintain said patio area, the owner of the adjacent residence shall have the right and an easement to enter such area as necessary to maintain any portion of his lot within such easement area. No fences, except fences installed by declarant, shall be erected in said patio area without the written consent of both owners. In the event two (2) patio homes are constructed side by side with blank walls facing a common property line, the owners of each patio home shall be responsible for maintaining the area between the blank wall of their patio homes and the common property line.

**Fencing:**

No fence shall be higher than six (6) feet. No fencing shall extend forward at a point which is ten (10) feet behind the furthest back front corner of the residence. Chain link fence must have a brown or black finish and all wood fences shall be painted or stained in a color of the residences. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee.

**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.

IN WITNESS WHEREOF, C.P. Morgan Communities, L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, have hereunto caused its and their names to be subscribed this 26<sup>th</sup> day of November, 1996.

Mark W. Boyce  
C.P. Morgan Investment Co., Inc., General Partner  
Mark W. Boyce, Vice President