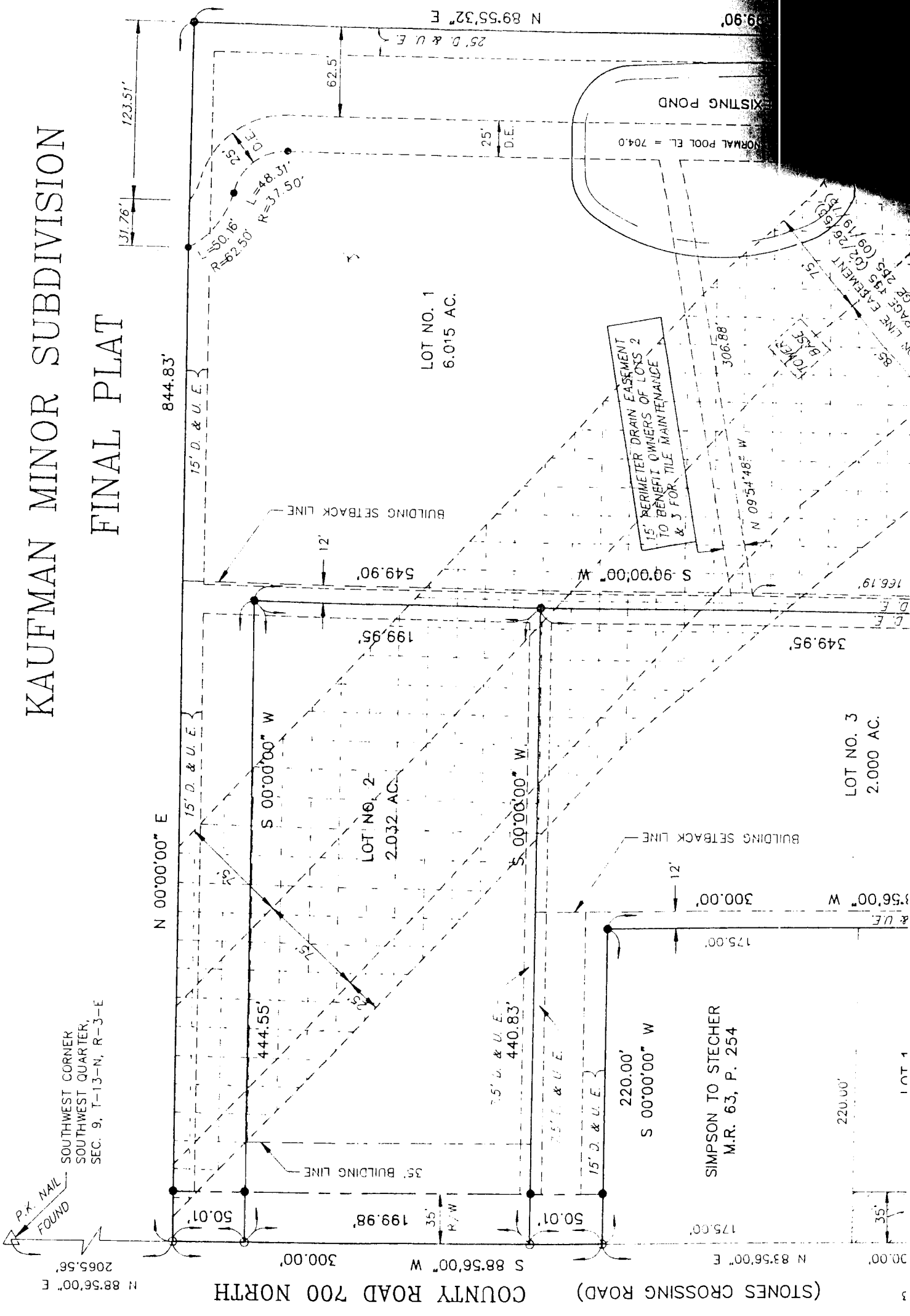


# KAUFMAN MINOR SUBDIVISION FINAL PLAT



SOUTHWEST CORNER  
SOUTHWEST QUARTER,  
SEC. 9, T-13-N, R-3-E  
2065.56'  
N 88°56'00" E

COUNTY ROAD 700 NORTH (STONES CROSSING ROAD)

30.00' N 83°56'00" E

175.00' S 00°00'00" W

300.00' W

S 88°56'00" W

199.98'

50.01' R/W

35' BUILDING LINE

444.55'

175.00'

N 00°00'00" E

15' D. & U. E.

300.00' W

199.95'

12'

S 00°00'00" W

349.95'

12'

300.00' W

175.00'

356.00' W

15' D. & U. E.

844.83'

15' PERIMETER DRAIN EASEMENT TO BENEFIT OWNERS OF LOTS 2 & 3 FOR TILE MAINTENANCE

549.90'

12'

S 90°00'00" W

306.88'

166.19'

N 09°54'48" W

306.88'

85'

15' D. & U. E.

844.83'

31.76'

123.51'

62.5'

25' D.E.

25' D. & U. E.

N 89°55'32" E

9.90'

166.19'

85'

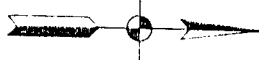
A part of the Township of Prince George County follows the common section of the second East 1/2 of the Lot number 1 in the Indian BEGGINN degrees and minutes and also the tract of land on Ann St. Record the No. 0.884 to the being Section second; distant 00 min feet; second; on the Section Lot nu Second Plat B. minute; line a

EXISTING POND  
NORMAL POOL EL. = 704.0

PAGE 285 (09/19/15)  
PAGE 286 (02/28/16)



DIVISION



SCALE: 1" = 60'

LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 9, Township 13 North, Range 3 East of the Second Principal Meridian, White River Township, Johnson County, Indiana, more particularly described as follows:

Commencing at a P.K. nail found in place, marking the Southeast corner of said Southwest Quarter Section; thence North 00 degrees 00 minutes 00 seconds East (bearing assumed) on and along the East line of said Southwest Quarter Section a distance of 220.00 feet to the Northeast corner of Lot number 1 in Simpson Minor Plat Subdivision, as per plat thereof recorded in Plat Book 8, Page 69 in the Office of the Recorder of Johnson County, Indiana, said point also being the POINT OF BEGINNING of this described tract; thence South 88 degrees 56 minutes 00 seconds West on and along the South line of said Lot number 1 a distance of 220.00 feet; thence North 89 degrees 55 minutes 32 seconds East a distance of 599.91 feet to a point on the East line of said Southwest Quarter Section, said point also being on the West line of Lot number 16 in Horizon Estates Subdivision, Second Section, as per plat thereof recorded in Plat Book 9, Page 30; thence South 00 degrees 00 minutes 00 seconds West on and along said West line and along the West line of Horizon Estates, First Section, as per plat thereof recorded in Plat Book 7, Page 69, a distance of 614.44 feet to the Point of Beginning containing 10.048 acres more or less.

Subject to all legal rights-of-way, easements and restrictions of record.

● — INDICATES 5/8" DIAMETER STEEL REBAR SET

NOTES:

THE HOMEOWNERS ASSOCIATION FOR THIS MINOR SUBDIVISION SHALL MAINTAIN ALL DITCHES AND DRAINAGE WAYS WITHIN THE BOUNDARIES OF THIS PLAT.

MAINTENANCE COSTS RESULTING FROM PROBLEMS RELATED TO THE COMMON PERIMETER DRAIN FROM THE CONNECTION AT THE NORTH PROPERTY LINE OF LOT NO. 3 TO THE POND, SHALL BE SHARED BY THE OWNERS OF LOT NUMBER 2 AND LOT NUMBER 3.

THE FLOOD PROTECTION GRADE FOR ALL 3 LOTS IS 706.4.

PREPARED BY:

DESIGNED	KOE ENGINEERING & SURVEYING, INC.	DATE	09/07/93
DRAWN		SHEET	1
CHECKED			of 2

70 EAST MAIN STREET  
GREENWOOD, IN. 46143  
PH: (317) 881-1337



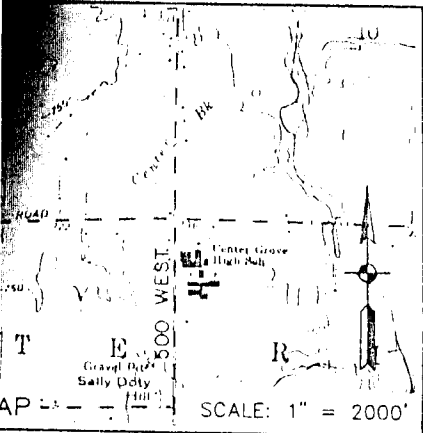
EXISTING POND

AS BUILT NORMAL POOL

599.90'

62.51'

614.44'



SCALE: 1" = 2000'

## DEDICATION CERTIFICATE

The undersigned, Wayne P. Kaufman and Linda R. Kaufman, husband and wife, owners of the attached described real estate, hereby lay off, plat and subdivide said real estate described on the preceding page, in accordance with the plat and certificate.

This subdivision shall be known and designated as Kaufman Minor Subdivision, White River Township, Johnson County, Indiana. All streets, alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Front and side yard building setback lines are hereby established and shall conform to the current R-1 zoning requirements as described in the Johnson County Zoning Ordinance.

The lots contained in this plat or any portion thereof shall be subject to the following restrictions which restrictions shall be considered and hereby are declared to be covenants running with the land, which said restrictive covenants are as follows, to-wit:

1. No lot shall be used except for residential purposes, no building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed two (2) stories in height and an attached garage for not less than two (2) cars. Detached buildings or detached accessory buildings shall require the approval of the Architectural Control Committee.
2. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.
3. No fence or wall shall be erected, placed or altered until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
4. No dwelling shall be permitted on any lot unless the finished living floor area of the main structure exclusive of one-story open porches and garages, shall be not be less than 2,000 square feet, and the finished living floor area of a two-story structure, shall not be less than 2,500 square feet.
5. No dwelling shall be permitted on any lot unless it has at least 50 percent coverage of brick or stone veneer construction and masonry chimney.
6. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Further, no building shall be located on any lot nearer to the side lot line than 15 feet without the written consent of the Architectural Control Committee.
7. Not more than one (1) residential structure shall be erected or placed on any lot shown on this plat.
8. At no time shall any unlicensed, inoperative automobile or truck be permitted on any lot.
9. No boat, trailer, or mobile living facility shall be parked or stored on any lot except inside the attached garage.
10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats, campers and similar equipment shall not be kept or stored in the front, side or rear yard.
11. No structure of a temporary character, trailer, boat, basement, tent, shack, garage barn or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently. Nor shall a partially completed dwelling be permitted.
12. The Architectural Control Committee is composed of three (3) members, Wayne P. Kaufman, Linda R. Kaufman and a third person to be approved by Wayne P. Kaufman. Neither the members of the Committee, nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
13. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the residential building construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
14. With written approval of the Architectural Control Committee and the Johnson County Plan Commission, and where, in the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 20 feet to any street line.
15. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easements without the permission of the Johnson County Plan Commission and the Architectural Control Committee. These areas shall be preserved and maintained as permanent drainage easements.

# FINAL PLAT

16. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located, designed, and constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health.

17. No sign of any kind shall be displayed to the public view on any lot except 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.

18. Buyers of lots in this Subdivision herein agree to be bound by and included in the Kaufman Minor Subdivision Homeowner Association and agree to pay applicable assessments.

19. Buyers of lots in this Subdivision herein agree that only one driveway entrance per building lot can be constructed, unless otherwise approved by the Architectural Control Committee.

20. No Satellite Dish can be placed upon any lot in front of the rear wall of the existing house.

21. No oil drilling, oil development operation, 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 upon any lot.

22. 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 bred, kept or maintained for any commercial purpose.

23. 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 materials shall be kept in a clean and sanitary condition.

24. 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. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

25. 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.

26. Each property owner shall maintain his property and yard so as to preserve a reasonably nice appearance, commensurate with the surrounding neighborhood.

27. Materials to be used on all driveways and parking areas shall be asphalt, concrete, or crushed stone to be approved by the Architectural Control Committee.

28. 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.

29. Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

30. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violating or attempting to violate any covenant either to restrain violation or to recover damages; reasonable attorney fees and litigation expenses of the prevailing party or parties shall be born by the unsuccessful litigant or litigants.

31. The strips of ground marked "Drainage Easement" and "Drainage and Utility Easement" as shown on this plat, shall be reserved for the use installation and maintenance of public utilities and drainage facilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility is responsible.

32. Drainage ditches along all roads and streets shall be preserved and kept unobstructed so long as the roadway is not curbed; each driveway over a drainage ditch shall be provided with a drainage structure with size, materials, length, location and grade approved by the Johnson County Highway Department.