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\$ 2500
3

INSTRUMENT NUMBER

SUBDIVISION/HPR

OAKLAND Hills At Geist - Sec 3

LEGAL

SE 1/4 S28, T17N, R5E

OWNER

Dawson Development

CROSS REFERENCE

DMD/VOID STAMP
LAND SURVEYOR
TOWNSHIP
AUDITOR
NOTARY

✓
✓
✓
✓
✓

DECLARATION

RECEIVED FOR RECORD
89 AUG 14 AM 9:56
HARRIS COUNTY RECORDER

OTHER

TOWNSHIP

Lawrence

PICK-UP:

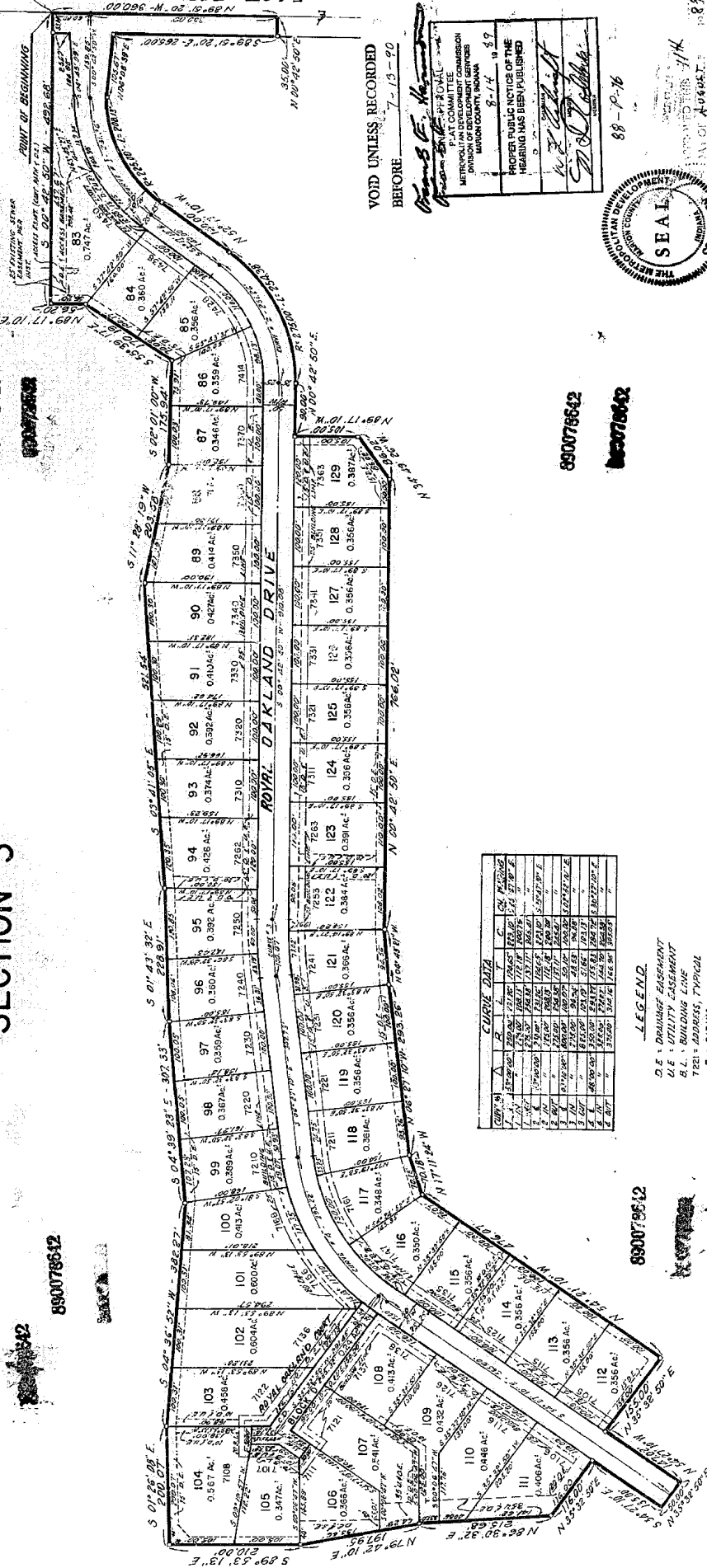
Teddi - Dawson Dev.
823-0107

OAKLAND HILLS AT GEIST SECTION 3

RECEIVED FOR RECORD
 89 AUG 14 AM 9:55
 REG. DIVISION
 HANCOCK COUNTY REGISTER



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VOID UNLESS RECORDED BEFORE 7-13-90

James E. Danford
 JAMES E. DANFORD
 METROPOLITAN DEVELOPMENT COMMISSION
 DIVISION OF DEVELOPMENT SERVICES
 HANCOCK COUNTY, IOWA
 8-14-89
 PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED



88-P-76

STATE OF IOWA
 JAMES E. DANFORD, REGISTER
 HANCOCK COUNTY, IOWA

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LOT	ACREAGE	BEARING	DISTANCE
84	0.380	N 00° 42' 30" E	35.00'
85	0.359	N 01° 11' 55" W	35.00'
86	0.359	N 01° 11' 55" W	35.00'
87	0.346	N 01° 11' 55" W	35.00'
88	0.346	N 01° 11' 55" W	35.00'
89	0.410	N 01° 11' 55" W	35.00'
90	0.427	N 01° 11' 55" W	35.00'
91	0.410	N 01° 11' 55" W	35.00'
92	0.392	N 01° 11' 55" W	35.00'
93	0.374	N 01° 11' 55" W	35.00'
94	0.426	N 01° 11' 55" W	35.00'
95	0.392	N 01° 11' 55" W	35.00'
96	0.359	N 01° 11' 55" W	35.00'
97	0.359	N 01° 11' 55" W	35.00'
98	0.367	N 01° 11' 55" W	35.00'
99	0.359	N 01° 11' 55" W	35.00'
100	0.410	N 01° 11' 55" W	35.00'
101	0.410	N 01° 11' 55" W	35.00'
102	0.438	N 01° 11' 55" W	35.00'
103	0.438	N 01° 11' 55" W	35.00'
104	0.567	N 01° 11' 55" W	35.00'
105	0.347	N 01° 11' 55" W	35.00'
106	0.358	N 01° 11' 55" W	35.00'
107	0.410	N 01° 11' 55" W	35.00'
108	0.410	N 01° 11' 55" W	35.00'
109	0.438	N 01° 11' 55" W	35.00'
110	0.446	N 01° 11' 55" W	35.00'
111	0.408	N 01° 11' 55" W	35.00'
112	0.356	N 01° 11' 55" W	35.00'
113	0.356	N 01° 11' 55" W	35.00'

LEGEND
 D.E. = DRAINAGE EASEMENT
 U.E. = UTILITY EASEMENT
 B.L. = BUILDING LINE
 T.R.L. = TRAILER RAMP LINE
 R = RADIUS
 C = CENTER LINE

- 1. 4" x 4" x 8" long precast concrete anchors with epoxy.
- 2. 1/2" x 1/2" x 1/2" copper cases filled with epoxy.
- 3. 1/2" x 1/2" x 1/2" copper cases filled with epoxy.
- 4. 3/8" dia. x 2 1/2" long steel rebar.

This instrument prepared by James E. Danford, Registrar of Public Works, Inc.

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I, the undersigned, hereby certify that to the best of my professional knowledge and belief that the within plat accurately represents a survey performed under my supervision during May, 1988 and based thereon I have prepared the following description of said property.

Part of the Southeast Quarter of Section 28, Township 17 North, Range 5 East, in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Southeast Quarter Section, said point also being the Northeast corner of Oakland Hills at Geist Section One, a subdivision in Marion County, Indiana, the plat of which was recorded on June 9, 1987 in the Office of the Recorder of Marion County as Instrument No. 87-66252; thence along the West line of said Quarter Section and the East line of said Oakland Hills at Geist Section One South 00 degrees 42 minutes 50 seconds West 492.68 feet; thence North 09 degrees 17 minutes 10 seconds East 56.20 feet; thence South 55 degrees 39 minutes 17 seconds East 170.19 feet; thence South 02 degrees 01 minutes 00 seconds West 175.94 feet; thence South 11 degrees 28 minutes 19 seconds West 203.58 feet; thence South 03 degrees 41 minutes 05 seconds East 521.54 feet; thence South 01 degrees 43 minutes 52 seconds East 228.91 feet; thence South 04 degrees 39 minutes 23 seconds East 307.33 feet; thence South 04 degrees 36 minutes 52 seconds West 382.27 feet; thence South 01 degrees 26 minutes 08 seconds East 200.07 feet; thence South 09 degrees 21 minutes 13 seconds East 210.00 feet; thence North 09 degrees 17 minutes 10 seconds East 116.00 feet; thence North 08 degrees 17 minutes 10 seconds East 200.07 feet; thence North 09 degrees 21 minutes 13 seconds East 50.00 feet; thence North 34 degrees 27 minutes 10 seconds East 135.00 feet; thence North 35 degrees 32 minutes 50 seconds East 50.00 feet; thence North 34 degrees 27 minutes 10 seconds West 476.07 feet; thence North 17 degrees 11 minutes 24 seconds West 70.18 feet; thence North 06 degrees 27 minutes 10 seconds West 293.26 feet; thence North 04 degrees 43 minutes 21 seconds West 94.56 feet; thence North 00 degrees 42 minutes 50 seconds East 155.00 feet; thence North 34 degrees 27 minutes 10 seconds West 86.02 feet; thence North 09 degrees 17 minutes 10 seconds East 105.00 feet; thence North 00 degrees 42 minutes 50 seconds East 90.00 feet to a curve having a radius of 275.00 feet, the radius point of which bears North 89 degrees 17 minutes 10 seconds West 147.02 feet; thence North 37 degrees 42 minutes 50 seconds East 50 seconds West 140.00 feet to a point which bears North 89 degrees 17 minutes 10 seconds East from said radius point; thence North 52 degrees 17 minutes 10 seconds West 232.12 feet to a point which bears North 89 degrees 17 minutes 10 seconds East from said radius point; thence North 05 degrees 08 minutes 39 seconds East 105.67 feet to a line which lies 35 feet South of and parallel with the North line of said Southeast Quarter Section; thence along said line South 89 degrees 51 minutes 20 seconds East 265.00 feet; thence North 00 degrees 42 minutes 50 seconds East 35.00 feet to a point on the North line of said Southeast Quarter Section which lies South 89 degrees 51 minutes 20 seconds East from the Point of Beginning; thence North 89 degrees 51 minutes 20 seconds West 360.00 feet to the Point of Beginning, containing 22.80 acres, more or less.

This subdivision consists of 47 lots, numbered 83 through 129, inclusively, and Block "D". Block "D" contains 0.24 acres, more or less. The size of the lots and block and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 26th day of July, 1989.

James E. Dankert, R.L.S. 2028



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 Three** an 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 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 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 purpose 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. **Cul-De-Sacs** - If a particular lot abuts on a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.
- E. **Side Yards** - The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.
- F. **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 garage for not more than three (3) cars and residential accessory buildings. A non access easement along lots abutting East 75th Street shall provide for no direct driveway access to East 75th Street by the owners of lots abutting East 75th Street.

Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1600 square feet in the case of a one story structure, nor less than 1000 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 2300 square feet of finished and livable floor area.

Building Controls: No building shall be erected, placed or altered on any building plat 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, well, or other structure, except original construction of the single family residential dwelling shall be commenced or erected without approval from the Development Committee.

Private Drives: Where private drives are shown on this plat and designated "C-D", those lot owners using such drives for ingress and egress shall own equal and undivided interest in such drives as tenants in common, and it shall be the obligation of each owner in common with the other lot owners abutting such drives to contribute an equal share of the cost of maintenance of such drives. Where a majority of lot owners served by a private drive elect to repair such drive and one or more lot owners fails to pay their allocated share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana against any such lot and the owner thereof and recover the full assessment owed together with interest from due date and reasonable attorney's fees. The private drive may contain utilities (private or public) to serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for drives. Lots 102 through 108 are the lots so served. All private drives (C,D) shall be utility easement (U.E.). All private drive pavement thicknesses shall meet or exceed D.O.T. Standards for local streets.

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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.

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.

Nuisance: 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 death, 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 collectible 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 fence, 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 of 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 intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a 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.

Sight Lines: 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 intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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: (i) 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 of Geist to cut weeds and clear the lot of thereof, 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, 2010 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. Right of enforcement of these covenants is hereby granted to the Department of Metropolitan Development of Marion County, Indiana.

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

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Dated this 5th day of July, 1989.

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 uses and purposes therein expressed.

DAWSON DEVELOPMENT COMPANY

Witness my hand and seal this 5th day of July, 1989.

By Joseph S. Dawson
Joseph S. Dawson

800078642

My Commission Expires:
10/1/92

County of Residence:
Marion

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 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.

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