



*First American  
Title Insurance Company*

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First American Title Insurance Company  
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## Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

I, the undersigned, hereby certify that to the best of my professional knowledge, information and belief the within plat accurately represents a survey performed under my supervision of part of the Northeast Quarter and part of the Southeast Quarter of Section 33, Township 17 North, Range 5 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 33; thence along the South line thereof, North 85 degrees 57 minutes 1 second East (course bearing) 664.39 feet to the Point of Beginning; thence North 25 degrees 29 minutes 02 seconds East 133.58 feet, thence North 33 degrees 25 minutes 50 seconds East 121.9 feet, thence North 48 degrees 57 minutes 42 seconds East 206.48 feet, thence North 35 degrees 36 minutes 57 seconds East 190.66 feet, thence North 62 degrees 53 minutes 17 seconds East 212.31 feet, thence North 89 degrees 57 minutes 10 seconds East 130.03 feet, thence South 00 degrees 53 minutes 17 seconds West 70.77 feet, thence South 89 degrees 57 minutes 43 seconds East 151.45 feet to a point on the East line of the West Half of the Northeast Quarter of said Section 33; thence along said East line, South 00 degrees 17 seconds West 409.23 feet to the Northeast corner of a tract of land as described in Instrument 89-18418 as recorded in the Office of the Recorder of Marion County, Indiana; the next two courses are along the Northern and Western line of said Instrument 89-18418, (1) thence South 89 degrees 33 minutes 25 seconds West 171.35 feet, (2) thence South 89 degrees 45 minutes 43 seconds East 168.15 feet to a point on the North line of the Southeast Quarter of said Section 33, thence along said North line, South 89 degrees 57 minutes 10 seconds West 187.22 feet; thence parallel with the East line of the West Half of the Southeast Quarter Section, South 00 degrees 54 minutes 08 seconds West 498.61 feet to the North line of the real estate as described in a Quitclaim Deed recorded as Instrument 68-58545 in said Recorder's Office (the next two courses are along said Instrument 68-58545) (1) thence South 80 degrees 56 minutes 26 seconds West 16.06 feet; (2) thence South 00 degrees 54 minutes 08 seconds West 165.24 feet to a point on the center line of a street (formerly Sunnyside Road) (the next three courses are along said center line); (1) thence South 80 degrees 56 minutes 26 seconds West 119.15 feet; (2) thence South 89 degrees 35 minutes 31 seconds West 75.00 feet; (3) thence South 83 degrees 12 minutes 23 seconds West 109.24 feet to the Southeast corner of a tract of land as described in Instrument 72-34334 as recorded in said Recorder's Office, thence along the East line of said Instrument 72-34334 and its extension thereof, North 01 degree 17 minutes 07 seconds East 424.57 feet; thence North 00 degrees 53 minutes 38 seconds West 50.07 feet; thence North 00 degrees 54 minutes 08 seconds East 233.04 feet to the Point of Beginning containing 10.962 acres, more or less.

This subdivision consists of 34 lots, numbered 130 through 163 inclusive. The sizes of the lots and the width of the streets are shown in figures, feet and decimal parts.

Witness my signature this 15th day of March, 1993.

This plat is based on a survey by DONN M. SEAMAN, NLS #450110 recorded on March 16, 1992 as Instrument #2-39131 in the Office of the Recorder of Marion County. The bearings shown on this plat related to a 112' counter clockwise from the basis of bearing used on said survey by DONN SEAMAN.

Richard H. Miller  
Richard H. Miller, F.L.S. 860001



**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 CEIST, SECTION FOUR 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 designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any 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 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. 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 rear 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 runs, 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. **Lot 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 sixteen (16) feet. Provided however, no side yard shall be less than seven (7) feet from lines of the lot.
- F. **Rear Yards** - Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

**Lot 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, 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. A non-access easement along lots abutting East 63rd Street shall provide for no direct driveway access to East 63rd Street by the owners of lots abutting East 63rd Street.

**Dwelling Size:** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one story structure, nor less than 850 square feet in the case of a multiple story structure (rounded up structure of more than one story shall have a minimum of 1500 square feet).

... is not heretofore dedicated, are hereby dedicated to the public for its use.

ents 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.

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.

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 purposes 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.

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 or wells for the uses specified in the case of sewer easements.

Lot 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.

Lot Setback Requirements.

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.

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.

Front Yard - The front building setback lines shall be as set forth upon this plat of the Development.

Side Yard - 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.

Side Yard - The side yard setback lines shall not be less than an aggregate of sixteen (16) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.

Rear Yard - Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

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 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. A non-access driveway along lots abutting East 63rd Street shall provide for no direct driveway access to East 63rd Street by the owners of lots abutting East 63rd Street.

Size - The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 850 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 2000 square feet of livable floor area.

Control: No building shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications and plat plan showing the location of the 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 authorized representatives. In addition, no out-building, fence, swimming pool, wall, or other structure shall be commenced or erected without approval from the Development Committee. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and to designate a representative with like authority. Neither the committee members nor the designated representative shall have full authority to approve or disapprove the location, or to designate a representative with like authority. Neither the committee members nor the designated representative 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.

Use - Due to the adjoining location of Old Oakland Golf Club, lot owners must exercise diligent supervision of their children, pets, and all outdoor activities in order to insure 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 reserved for Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Buyer acknowledges that it does not have any right to use the Golf Course or to automatically become a member of Old Oakland Golf Club by virtue of its purchase of the Property. Buyer further acknowledges and agrees that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and Buyer expressly agrees to assume the responsibility of such risks. Buyer further acknowledges and agrees that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf or by other hazards associated with the design, operation, maintenance and use of the Golf Course shall be made of taken against Seller, the Developer, Development Company, or any other person, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims or causes of action.

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Tree Removal and Temporary Structures: No camper, motor home, truck, trailer, boat, storage or outbuilding shall be erected or situated on any lot except that the builder during the construction of a proper structure.

Nuisances: 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 two (2) 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 acts of God or circumstances beyond the lot owner's control be replaced by a tree of a type and size established by the Development Committee within ninety (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 collectable 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 in 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 kept in good repair and unobstructed reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property.

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 Line: 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 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 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 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 of all lines 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 office, 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 at Geist to cut weeds and clear the lot of such growth 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 to 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 sums 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 15th day of March, 1993

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 15th day of March, 1993

By: *[Signature]*