First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

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.
Commenced at the Southwest corner of the Northwest Quarter of said Section 35, thence along the South line thereof, North 85 degrees 57 minutes 37 seconds East (henceforward 854 63' 43' 38" E of N in lieu of due South to the Point of Beginning); thence North 25 degrees 79 minutes 02 seconds East 1934.84 feet, thence North 12 degrees 25 minutes 52 seconds East 191.9 feet, thence North 40 degrees 57 minutes 47 seconds East 206.48 feet, thence North 36 degrees 36 minutes 25 seconds East 100.66 feet, thence North 40 degrees 53.7 minutes 17 seconds West 217.61 feet, thence North 3° 59' 29' 10" West 30.02 feet East 4.13 feet to the Northeast corner of a tract of land described in Instrument 19-18418 as recorded in the Office of the Recorder of Marion County, Indiana; then next two courses are along the Northern and Western line of said Instrument 19-18418 as recorded in the Office of the Recorder of Marion County, Indiana; next two courses are along the Northerly and Westernly line of said Instrument 19-18418; then thence South 89 degrees 45 minutes 43.5 seconds East 192.45 feet as a point on the East line of the Northwest Quarter of said Section 35; thence along East Line, South 09 degrees 17 minutes 45.7 seconds West 104.63 feet to the Northeast corner of the tract of land described in Instrument 18-84463 as recorded in the Office of the Recorder of Marion County, Indiana, and number of courses and distances and bearings and lines therefrom are shown in Figures duly filed and recorded by the undersigned. The selected courses of 24 lots, numbered 121 through 145 inclusive, are enclosed in the area of the lots and the width of the streets are shown in Figures duly filed and recorded by the undersigned.

The undersigned, Dawson Development Company, being the owners of record of the above-described real estate, hereby certify that they do lay out, plot and subdivide the same into lots and streets in accordance with this plan and certificate.

This subdivision shall be known and designated as OAKLAND HILLS AT JESSE, SECTION FOUR in an addition to Marion County, Indiana.

All streets, if not hereinafter dedicated, are hereby dedicated to the public for its use.

P1 Plat Restrictions

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For Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on plans prepared for the use of the lot owners. Public utility companies and governmental agencies will be responsible for the needs of the subdivision and adjoining ground and/or public drainage systems, and it shall be the 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 or fill of the lot obstruct the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at all times by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.

Easements (S.E.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 town, shall be granted 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.

By Easements (S.E.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.

Owners of all lots in this subdivision shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this subdivision to said easement herein granted for ingress and egress in, from, and through the sites of ground for the purposes herein stated.

Setback Requirements:

General—Unless otherwise provided in these restrictions or on the recorded plan, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

In addition, the “side line” means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. The “front line” means the line that is opposite and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from other abutting roads.

1. All front building setback lines shall be 25 feet from the front lot line.

2. All side yard setback lines shall be 15 feet from the side lot line.

3. All rear yard setback lines shall be 15 feet from the rear lot line.

4. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, added to or permitted to remain on any residential lot other than a 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-accessory building shall not exceed 1500 square feet.

5.25 The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1500 square feet in the case of a one-story dwelling, nor less than 1500 square feet in the case of a structure of more than one story, shall have less than an aggregate of 2000 square feet.

6. Contour: No building shall be erected, placed or altered on any building site in this subdivision prior to the building plans, specifications, and plan showing the location of all existing and existing utility and drainage easements on the property, as designed and approved by the developer’s committee composed of the undersigned owners of the above described real estate, or by their authorized representatives. In addition, no building, including swimming pool, well, or other structure shall be commenced or completed without approval from the developer.

7. 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 representatives shall have any authority to approve or disapprove a building site, except as otherwise provided by the developer.

8. Use: All Oakmont Golf Club employees, or members of the club, or any guest during their rounds of playing golf, may use the Golf Course in order to play golf for the exclusive use of the club, or any guest during their rounds of playing golf, may use the Golf Course in order to play golf.

9. No building shall be erected, placed or altered on any building site in this subdivision prior to the building plans, specifications, and plan showing the location of all existing and existing utility and drainage easements on the property, as designed and approved by the developer’s committee composed of the undersigned owners of the above described real estate, or by their authorized representatives. In addition, no building, including swimming pool, well, or other structure shall be commenced or completed without approval from the developer.

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11. Use: All Oakmont Golf Club employees, or members of the club, or any guest during their rounds of playing golf, may use the Golf Course in order to play golf.

12. Due to the adjoining location of Oakmont Golf Club, lot owners must exercise diligent supervision of their children, pets, and all outdoor activities in order to minimize the disturbance to the activities of the golf course by its members, including the exclusive use of the golf facilities by the members of the Oakmont Golf Club employees, or members of the club, or any guest during their rounds of playing golf.

13. 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 use of other hazards associated with the design, operation, maintenance, and use of the Golf Course shall be made by any party against the developer, the Oakmont Golf Club employees, or members of the club, or any guest during their rounds of playing golf.
No vacancy, unlawful or otherwise adverse activity shall be carried out on any lot in this subdivision, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

The uses of all lots more than two (2) inches caliber diameter located outside the building, driving and parking areas shall not be removed unless approved by the Development Committee and such removal shall not cause a material adverse effect upon the aesthetic values of existing buildings and roads-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 shall be replaced by a tree of a like type and size established by the Development Committee within ninety (90) days notice in writing, and upon failure to do so, the Development Committee may require that such lot shall be so replaced as to cost of such replacement shall be a lien upon the property immediately in any court of law or equity together with reasonable attorney’s fees for the enforcement of such lien. Adequate physical barriers, such as three boards or wire fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the process of building improvements.

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 views, light or air, and all fences shall be kept in good repair and shall be reasonably so as to enhance the property and decor to the same without hindrance or obstruction to any other property.

100. No Tree Cutting: A line depicted as "100' on I, E" on any lot in this subdivision demarcates 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.

No sign of any kind shall be displayed to the public upon any lot except signs maintained by developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry signpost, and one sign of not more than five (5) square feet which may be displayed on any 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.

No fence, wall, hedge, or shrub planting which obstructs sight lines at intersections between two (2) and six (6) feet above the street, shall be placed or permitted to extend on any corner lot within the triangled 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 roads-of-way, from the intersection of the street line extended. The same sight line observation shall apply to any lot within ten (10) feet from the intersection at such intersections unless the older lot is maintained at sufficient height to prevent obstruction of such sight lines.

Landscape & Paving: No ornamental, fruit or utility 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 pets shall keep them in their respective lots such that they will not be a nuisance.

Landscape and Paving: No satellite receiver or dish-like shall be permitted on any lot, nor shall any exterior antenna be permitted therein 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 connecting the lot.

Maintenance of lots and Improvements: All building materials, equipment, etc., must be confined within the boundary of the lots so as not to damage or interfere with 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 and improvements from becoming unsightly, and, specifically, such owner shall: (1) remove all ditches or rubbish, (2) prevent the existence of any condition that reasonably tends to destroy trees or diminish the aesthetic appearance of the Development, (4) keep the exterior of all improvements in such a state of repair or maintenance so as to prevent 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 necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to developer shall be charged to any responsible owner from whom. 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.

External Consturction: All utility lines in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

Use: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

George Dorsey: All garages opening to have automatic door controls.

Two-Thermal Heat Pumps: Geo-thermal heat pumps shall be at the closed loop type only.

Financing 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 needed to facilitate the development of the property and side of the lots; such facilities may include, without limitation, storage areas, access, lighting, parking areas, model residences, construction offices, sales offices and business offices.

Vegetation: Lot owners shall not permit the growth of weeds, vines, brush and trees, and shall keep their lots reasonably clean from such unsightly growth at all times. Failure to comply shall warrant the Building Committee or any land owner in Oakland Hills at Gold to cut weeds and clear the lot of such growth of 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 hereof, it shall be for the other person owning any real property situated in this subdivision to prosequy or proceedings in 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 damages or other dues for such violation.

These covenants are to run with the land and shall be binding on all parties and their assigns claiming under them until January 1, 2046 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 lot owners 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.

Dissolution 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.

SIGNED}

15th day of March, 1992

May 15, 1993

\( \text{COUNTY OF MARION} \)

\( \text{STATE OF INDIANA} \)

\( \text{By} \)

\( \text{DORSEY DEVELOPMENT COMPANY} \)

\( \text{Personally appeared before me, a Notary Public, to and for} \)

\( \text{Said County and State, Dorsey Development Company, by Joseph S. Dorsey and} \)

\( \text{acknowledge execution of the above and foregoing certificate as its and their} \)

\( \text{respective} \)

\( \text{and seal for the use and purpose therefor expressed.} \)

\( \text{Witness my hand and seal this} \)

\( \text{15th day of March, 1993} \)

\( \text{By} \)

\( \text{Notary Public} \)

\( \text{COUNTY OF MARION} \)