



Chicago Title Insurance Company
Indianapolis Metro Offices
Telephone (317) 684-3800



COVENANTS AND RESTRICTIONS

Hickory Estates

(Johnson County, IN)

The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.

The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.

DOS=10-5-09

Provided by Chicago Title Indianapolis

HICKORY FINAL PLAT ESTATES SUBDIV

CENTERLINE AND RIGHT-OF-WAY CURVE DATA TABLE

NUMBER	DEFLECTION ANGLE	DELTA ANGLE	DEGREE OF CURVE - ARC	DEGREE OF CURVE - CHORD	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD
C1	50°00'00"	50°00'00"	28°38'52"	28°57'18"	N 25°08'41" E	93.26	200.00	174.53	169.0
C2	14°55'51"	14°55'51"	19°05'55"	19°11'17"	N 07°19'15" W	39.31	300.00	78.18	77.8
C3	09°55'51"	09°55'51"	19°05'55"	19°11'17"	N 09°49'15" W	26.06	300.00	52.00	51.3
C4	30°00'00"	30°00'00"	28°38'52"	28°57'18"	N 75°08'41" E	53.59	200.00	104.72	103.5
C5	09°55'51"	09°55'51"	16°51'06"	16°54'47"	S 09°49'15" E	29.54	340.00	58.93	58.86
C6	14°55'51"	14°55'51"	22°02'13"	22°10'30"	S 07°19'14" E	34.07	260.00	67.75	67.56
C7	62°10'55"	62°10'55"	N/A	N/A	N 58°45'51" W	6.03	10.00	10.85	10.33
C8	304°21'50"	304°21'50"	88°08'50"	100°34'11"	S 00°08'41" W	N/A	65.00	345.29	60.87
C9	62°10'55"	62°10'55"	N/A	N/A	N 59°03'14" E	6.03	10.00	10.85	10.33
C10	90°00'00"	90°00'00"	N/A	N/A	S 44°51'19" E	12.00	12.00	18.85	16.9
C11	50°00'00"	50°00'00"	32°44'26"	33°12'11"	S 25°08'41" W	81.60	175.00	152.72	147.81
C12	62°10'55"	62°10'55"	N/A	N/A	S 81°14'09" W	6.03	10.00	10.85	10.32
C13	304°21'50"	304°21'50"	88°08'50"	100°34'11"	S 39°51'19" E	N/A	65.00	345.29	60.87
C14	62°10'55"	62°10'55"	N/A	N/A	N 19°03'13" E	6.03	10.00	10.85	10.33
C15	50°00'00"	50°00'00"	25°27'53"	25°40'45"	N 25°08'41" E	104.82	225.00	196.35	190.1
C16	89°51'27"	89°51'27"	N/A	N/A	N 45°04'24" E	11.97	12.00	18.82	16.9
C17	29°51'27"	29°51'27"	25°27'53"	25°40'45"	N 75°04'24" E	59.99	225.00	117.25	115.5
C18	88°28'19"	88°28'19"	N/A	N/A	S 75°37'09" E	9.74	10.00	15.44	13.95
C19	241°38'12"	241°38'12"	88°08'50"	100°34'11"	N 27°47'54" E	N/A	65.00	274.13	111.64
C20	28°49'29"	28°49'29"	32°44'26"	33°12'11"	S 74°33'26" W	44.97	175.00	88.04	87.11
C21	88°28'19"	88°28'19"	N/A	N/A	S 45°37'10" E	9.74	10.00	15.44	13.95
C22	241°38'12"	241°38'12"	88°08'50"	100°34'11"	N 57°47'54" E	N/A	65.00	274.13	111.64
C23	13°47'29"	13°47'29"	16°51'06"	16°54'47"	N 07°53'26" W	41.12	340.00	81.84	81.64
C24	09°55'51"	09°55'51"	22°02'13"	22°10'30"	N 09°49'14" W	22.59	260.00	45.06	45.01
C25	90°00'00"	90°00'00"	N/A	N/A	S 45°08'41" W	6.00	6.00	9.42	8.49
C26	87°53'11"	87°53'11"	N/A	N/A	S 45°34'44" E	5.78	6.00	9.20	8.33
C27	93°15'11"	93°15'11"	N/A	N/A	S 46°28'54" E	6.35	6.00	9.77	8.72
C28	90°00'00"	90°00'00"	N/A	N/A	N 45°08'41" E	6.00	6.00	9.42	8.49

DEDICATION CERTIFICATE

We the undersigned, owners of real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the plat herein.

This subdivision shall be known and designated as Hickory Estates Subdivision, an addition to the White River Township, Johnson County, State of Indiana. All streets, alleys and open spaces shown shall remain privately owned by Hickory Estates, LLC and shall subsequently be owned

PLAT TES SUBDIVISION

A PART
NORTH
WHITE

-OF- WAY CURVE DATA TABLE

CHORD	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	EXTERNAL	MID ORDINATE
N 25'08.41" E		93.26	200.00	174.53	169.05	20.68	18.74
N 07'19.15" W		39.31	300.00	78.18	77.96	2.56	2.54
N 09'49.15" W		26.06	300.00	52.00	51.93	1.13	1.13
N 75'08.41" E		53.59	200.00	104.72	103.53	7.06	6.81
S 09'49.15" E		29.54	340.00	58.93	58.86	1.28	1.28
S 07'19.14" E		34.07	260.00	67.75	67.56	2.22	2.20
N 58'45.51" W		6.03	10.00	10.85	10.33	1.68	1.44
S 00'08.41" W		N/A	65.00	345.29	60.67	138.49	122.49
N 59'03.14" E		6.03	10.00	10.85	10.33	1.68	1.44
S 44'51.19" E		12.00	12.00	18.85	16.97	4.97	3.51
S 25'08.41" W		81.60	175.00	152.72	147.92	18.09	16.40
S 81'14.09" W		6.03	10.00	10.85	10.33	1.68	1.44
S 39'51.19" E		N/A	65.00	345.29	60.67	138.49	122.49
N 19'03.13" E		6.03	10.00	10.85	10.33	1.68	1.44
N 25'08.41" E		104.82	225.00	196.35	190.18	23.26	21.08
N 45'04.24" E		11.97	12.00	18.82	16.95	4.95	3.50
N 75'04.24" E		59.99	225.00	117.25	115.93	7.86	7.59
S 75'37.09" E		9.74	10.00	15.44	13.95	3.96	2.84
N 27'47.54" E		N/A	65.00	274.13	111.64	191.87	98.30
S 74'33.26" W		44.97	175.00	88.04	87.11	5.69	5.51
S 45'37.10" E		9.74	10.00	15.44	13.95	3.96	2.84
N 57'47.54" E		N/A	65.00	274.13	111.64	191.87	98.30
N 07'53.26" W		41.12	340.00	81.84	81.64	2.48	2.46
N 09'49.14" W		22.59	260.00	45.06	45.01	0.98	0.98
S 45'08.41" W		6.00	6.00	9.42	8.49	2.49	1.76
S 45'54.44" E		5.78	6.00	9.20	8.33	2.33	1.68
S 46'28.54" E		6.35	6.00	9.77	8.72	2.74	1.88
N 45'08.41" E		6.00	6.00	9.42	8.49	2.49	1.76

DEDICATION CERTIFICATE

Members of real estate shown and described herein, do hereby lay off, plat and estate in accordance with the plat herein.

known and designated as Hickory Estates Subdivision, an addition to Johnson County, State of Indiana. All streets, alleys and open spaces wholly owned by Hickory Estates, LLC and shall subsequently be owned

This plot is recommended for approval by the Johnson County Plan Commission.

SIGNATURE PAGE



THIS AREA HAS BEEN DETERMINED TO BE A 500 YEAR FLOOD PLAIN (ZONE X) PER FLOOD INSURANCE PROGRAM FLOODWAY PANEL NUMBER 180111-0075 C, EFFECTIVE MARCH 2, 1989.

C15	50'00"00"	50'00"00"	25'27'53"	25'40'45"	N 25'08'41" E	104.82	225.00	196.35	1
C16	89'51'27"	89'51'27"	N/A	N/A	N 45'04'24" E	11.97	12.00	18.82	1
C17	29'51'27"	29'51'27"	25'27'53"	25'40'45"	N 75'04'24" E	59.99	225.00	117.25	1
C18	88'28'19"	88'28'19"	N/A	N/A	S 75'37'09" E	9.74	10.00	15.44	1
C19	241'38'12"	241'38'12"	88'08'50"	100'34'11"	N 27'47'54" E	N/A	65.00	274.13	1
C20	28'49'29"	28'49'29"	32'44'26"	33'12'11"	S 74'33'26" W	44.97	175.00	88.04	1
C21	88'28'19"	88'28'19"	N/A	N/A	S 45'37'10" E	9.74	10.00	15.44	1
C22	241'38'12"	241'38'12"	88'08'50"	100'34'11"	N 57'47'54" E	N/A	65.00	274.13	1
C23	13'47'29"	13'47'29"	16'51'06"	16'54'47"	N 07'53'26" W	41.12	340.00	81.84	1
C24	09'55'51"	09'55'51"	22'02'13"	22'10'30"	N 09'49'14" W	22.59	260.00	45.06	1
C25	90'00'00"	90'00'00"	N/A	UNDEFINED	S 45'08'41" W	6.00	6.00	9.42	1
C26	87'53'11"	87'53'11"	N/A	UNDEFINED	S 45'54'44" E	5.78	6.00	9.20	1
C27	93'15'11"	93'15'11"	N/A	UNDEFINED	S 46'28'54" E	6.35	6.00	9.77	1
C28	90'00'00"	90'00'00"	N/A	UNDEFINED	N 45'08'41" E	6.00	6.00	9.42	1

DEDICATION CERTIFICATE

We the undersigned, owners of real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the plat herein.

This subdivision shall be known and designated as Hickory Estates Subdivision, an addition to the White River Township, Johnson County, State of Indiana. All streets, alleys and open spaces shown shall remain privately owned by Hickory Estates, LLC and shall subsequently be owned and maintained privately by the Hickory Estates Home Owners Association. Although the roads in this subdivision have been constructed to Johnson County Standards, they have not been inspected/tested by Johnson County, therefore future dedication to Johnson County will not be allowed.

Front setback lines are hereby established as shown on this plat, between which lines and the private right-of-way lines of the street there shall be erected or maintained no building or structure.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 or utility is responsible.

No improvements, alterations, repairs, excavation, changes in grade or other work which in any way alters the exterior of any lot or the improvements located thereon from its natural or improved state existing on the date such lot was first conveyed in fee by the undersigned to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in the accompanying Declaration recorded in conjunction with this plat, on file at the Johnson County offices.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2029, at which time said covenants and restrictions shall be automatically extended for successive ten-year periods, unless by a majority vote of the then current owners of the sites, it is agreed to change such covenants and restrictions in whole or part.

The Maintenance of the storm drainage system for this subdivision by the Homeowner association shall include but shall not be limited to the maintenance of all inlets, open ditches, pipes, swales, manholes and detention ponds. The cost and expense of such maintenance shall be assessed as part of the General assessment against the Owners of all lots in this subdivision as provided in the declaration and shall be secured by a lien against all lots in this subdivision.

Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect remaining portions not so affected.

The right to enforce these provisions by injunction, together with the right to cause the

**Record Description
Instrument Number 2004-032638**

A part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 13 North, Range 3 East of the Second Principal Meridian, located in White River Township, Johnson County, Indiana more particularly described as follows:

Commencing at the Northeast corner of said Quarter Quarter Section; thence North 90 degrees 00 minutes 00 seconds West (assumed bearings) along the North line of said Quarter Quarter Section 1157.20 feet to the POINT OF BEGINNING of the herein described parcel; thence South 00 degrees 08 minutes 41 seconds West 653.40; thence South 89 degrees 57 minutes 44 seconds West 200.00 feet to the West line of said Quarter Quarter Section; thence South 0 degrees 09 minutes 27 seconds West along said West line 685.63 feet to the Southwest corner of said Quarter Quarter Section; thence North 00 degrees 00 minutes 00 seconds East along said South line 881.78 feet; thence North 00 degrees 39 minutes 38 seconds West 1339.25 feet to the North line of said Quarter Quarter Section; thence North 90 degrees 00 minutes 00 seconds West along said North line 662.80 feet to the point of beginning, containing 23,815 acres, more or less.

Containing 23,820 acres more or less, being subject to any easements, right-of-way or restrictions of record or observable.

**SURVEY DESCRIPTION
HICKORY ESTATES
(as per ALTA Survey by
Maurer & Smithers, Inc. Dated 9/22/04)**

A part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 13 North, Range 3 East of the Second Principal Meridian, located in White River Township, Johnson County, Indiana more particularly described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence North 90 degrees 00 minutes 00 seconds West (assumed basis of bearings) along the North line of said Northwest

A part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 13 North, Range 3 East of the Second Principal Meridian, located in White River Township, Johnson County, Indiana more particularly described as follows:

Commencing at the Northeast corner of said Quarter Quarter Section; thence North 90 degrees 00 minutes 00 seconds West (assumed bearings) along the North line of said Quarter Section 1157.20 feet to the POINT OF BEGINNING of the herein described parcel; thence South 00 degrees 08 minutes 41 seconds West 653.40; thence South 89 degrees 57 minutes 44 seconds West 200.00 feet to the West line of said Quarter Quarter Section; thence South 0 degrees 09 minutes 27 seconds West along said West line 685.63 feet to the Southwest corner of said Quarter Quarter Section; thence North 90 degrees 00 minutes 00 seconds East along said South line 881.78 feet; thence North 00 degrees 39 minutes 38 seconds West 1339.25 feet to the North line of said Quarter Quarter Section; thence North 90 degrees 00 minutes 00 seconds West along said North line 662.80 feet to the point of beginning, containing 23.815 acres, more or less.

Containing 23,820 acres more or less, being subject to any easements, right-of-way or restrictions of record or observable.

SURVEY DESCRIPTION
HICKORY ESTATES
(as per ALTA Survey by
Maurer & Smithers, Inc. Dated 9/22/04)

A part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 13 North, Range 3 East of the Second Principal Meridian, located in White River Township, Johnson County, Indiana more particularly described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence North 90 degrees 00 minutes 00 seconds West (assumed basis of bearings) along the North line of said Northwest Quarter 494.39 feet to a mag nail marking the POINT OF BEGINNING of the herein described parcel; thence South 00 degrees 39 minutes 38 seconds East 1337.15 feet to a capped rebar with a red cap stamped Maurer & Smithers inc 0051 on the South line of said Quarter Quarter Section; thence South 89 degrees 50 minutes 05 seconds West along said South line 880.21 feet to the Southwest corner of said Quarter Quarter Section marked by a capped rebar with a red cap stamped Maurer & Smithers inc 0051; thence North 00 degrees 05 minutes 10 seconds East along the West line of said Quarter Quarter Section 686.07 feet to a capped rebar with a red cap stamped Maurer & Smithers inc 0051; thence North 89 degrees 57 minutes 44 seconds East 199.31 feet to a capped rebar with a red cap stamped Maurer & Smithers inc 0051; thence North 00 degrees 08 minutes 41 seconds East 653.40 feet to a mag nail marking the North line of said Northwest Quarter; thence North 89 degrees 59 minutes 59 seconds East along said North line 662.81 feet to the POINT OF BEGINNING containing 23,820 acres more.

TRENT E. NEWPORT, a Registered Land Surveyor in the State of Indiana, do hereby certify that this plot was prepared by me and was based upon a survey by Maurer & Smithers, Inc. Dated 9/22/04, I further certify that to the best of my belief and knowledge this description is in accordance with Title 865, Article 1, Rule 12 of the Indiana Administrative Code.

TRENT E. NEWPORT
INDIANA LAND SURVEYOR
IO. LS. 29600021



Front setback lines are hereby established as shown on this plat, between which lines and the private right-of-way lines of the street there shall be erected or maintained no building or structure.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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.

No improvements, alterations, repairs, excavation, changes in grade or other work which in any way alters the exterior of any lot or the improvements located thereon from its natural or improved state existing on the date such lot was first conveyed in fee by the undersigned to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in the accompanying Declaration recorded in conjunction with this plat, on file at the Johnson County offices.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2029, at which time said covenants and restrictions shall be automatically extended for successive ten-year periods, unless by a majority vote of the then current owners of the sites, it is agreed to change such covenants and restrictions in whole or part.

The Maintenance of the storm drainage system for this subdivision by the Homeowner association shall include but shall not be limited to the maintenance of all inlets, open ditches, pipes, swales, manholes and detention ponds. The cost and expense of such maintenance shall be assessed as part of the General assessment against the Owners of all Lots in this subdivision as provided in the declaration and shall be secured by a lien against all lots in this subdivision.

Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect remaining portions not so affected.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our hands and seals this 8th day of June, 2006.

David Kinchloe, Member
Hickory Estates, LLC

State of Indiana
County of Johnson

Before me, the undersigned Notary Public, in and for Johnson County, Indiana, personally appeared David Kinchloe and each separately and severally acknowledged execution of the foregoing instrument is his voluntary act and deed, for the purpose expressed herein.

Witness my hand and seal this 8th day of June, 2006.

Notary Public Robert Todd Bensch
Resident of Johnson County, Indiana

My Commission expires: 4/9/2008

lished as shown on this plat, between which lines and the set there shall be erected or maintained no building or

enhance of utilities and drainage facilities are reserved as these easements, no structure, planting or other material in which may damage or interfere with the installation and y change the direction of flow of drainage channels in the , rerford the flow of water through drainage channels in each lot and all improvements thereon shall be maintained s, except for those improvements for which a public

1, excavation, changes in grade or other work which in any the improvements located thereon from its natural or such lot was first conveyed in fee by the undersigned to hout the prior approval of the Architectural Review Board, nd in the accompanying Declaration recorded in conjunction 1 County offices.

ns are to run with the land and shall be binding on all hem until January 1, 2029, at which time said covenants y extended for successive ten-year periods, unless by a mers of the sites, it is agreed to change such covenants ge system for this subdivision by the Homeowner t be limited to the maintenance of all inlets, open ditches, n ponds. The cost and expense of such maintenance shall assessment against the Owners of all Lots in this tion and shall be secured by a lien against all lots in this covenants and restrictions by judgment or court order shall not so affected.

By injunction, together with the right to cause the y structure or part thereof erected or maintained in to the public and reserved to the several owners of the o their heirs and assigns.

8th day of June, 2006.
Member LLC
[Signature]

Public in and for Johnson County, Indiana, personally ~~made~~ and each separately and the foregoing instrument is his voluntary act and deed, for

34th day of June, 2006.
of Robert Todd Bennett
at Johnson County, Indiana

'9/2008

By:

[Signature]
Doug Lechner, Chairman

William Gervasio

APRIL 25, 2005

Be it resolved by the Board of County Commissioners, Johnson County, Indiana, that the dedications shown on this plat are hereby approved and accepted

this 25th day of JUNE, 2006

R.J. McConnell, Member

Mitch Ripley, Member

Tom Kite, Member

Approved by the Johnson County Drainage Board at a meeting held on the 1th day of JUNE, 2005

Entered for taxation this 25th day of JUNE, 2006

Received by the Johnson County Assessor this 30th day of June, 2006

Marie A. Hash, Assessor

No. 2006-017016

Received for record this 30th day of JUNE, 2006

at 3.30 PM and recorded in plat book P, page 649A/B

Fee 25.00

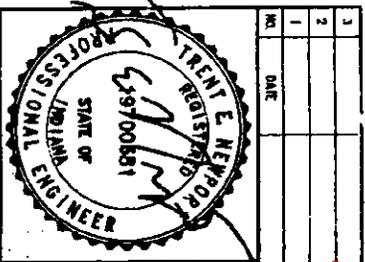
Sue Anne Mishnic, Recorder

Be it resolved by the Town Council, Town of BARGERSVILLE, Johnson County, Indiana, that the dedications for the utility easements shown on this plat are hereby approved and accepted

this 15th day of JUNE, 2006

Anna Fox, President

Attest: *[Signature]*



William Gervasio

William Gervasio

2006

Commissioners, Johnson County, Indiana,
are hereby approved and accepted

2006

Matthew C. Ripley
Matthew Ripley, Member

Board at a meeting held on the 1st th

1st day of June, 2006

this 30 day of June 2006

Maude O. Walsh
Maude A. Hash, Assessor

June, 2006

R.O., page 649 H&B

Anne Mishnic
Anne Anne Mishnic, Recorder

of BARGERSVILLE, Johnson County,
/ easements shown on this plat are

2006

Kurt Lowel
Kurt Lowel, President

David S. Van

OWNER

HICKORY ESTATES, LLC
574 MERIDIAN PARK LANE, SUITE A
GREENWOOD, IN 46142
PHONE: (317) 865-1230
CONTACT: DAVID KNOX, L.O.E.

DEVELOPER

KBW DEVELOPMENT
574 MERIDIAN PARK LANE, SUITE A
GREENWOOD, IN 46142
PHONE: (317) 865-1230
CONTACT: DAVID KNOX, L.O.E.

SURVEYOR

CROSSROAD ENGINEERS, PC
3417 SHERMAN DRIVE
BEECH GROVE, IN 46107
PHONE: (317) 780-8335
CONTACT: TRENT NEWPORT

P-5-05

NO.	DATE	REVISIONS	BY	DATE
1				
2				

FINAL PLAT
HICKORY ESTATES SUBDIVISION

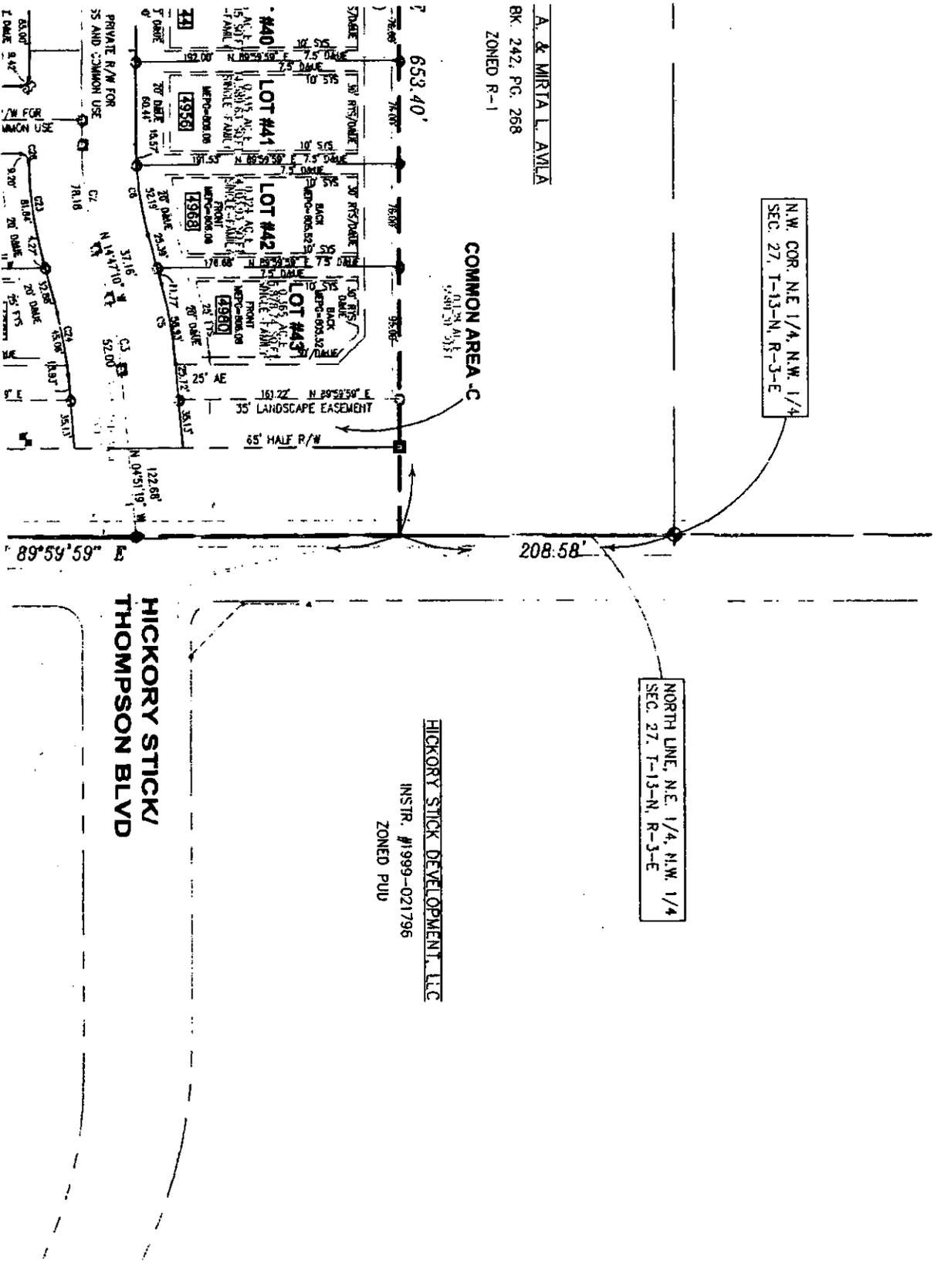
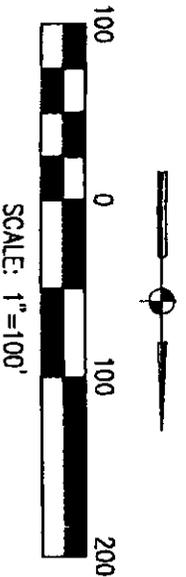
KBW DEVELOPMENT

PROJECT NO.	DRAWN	UNC	CHECKED	CAF	
DATE	JUNE 8, 2006	DESIGNED	BAB	APPROVED	TEN
SHEET	2				2



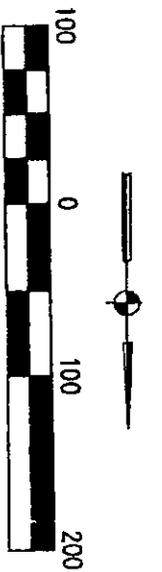
D 649 B

A PART OF THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 27, T 13 N, R 3 E, WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA



A. & MIRTA L. AVILA
BK. 242, PG. 268
ZONED R-1

PLAT TES SUBDIVISION

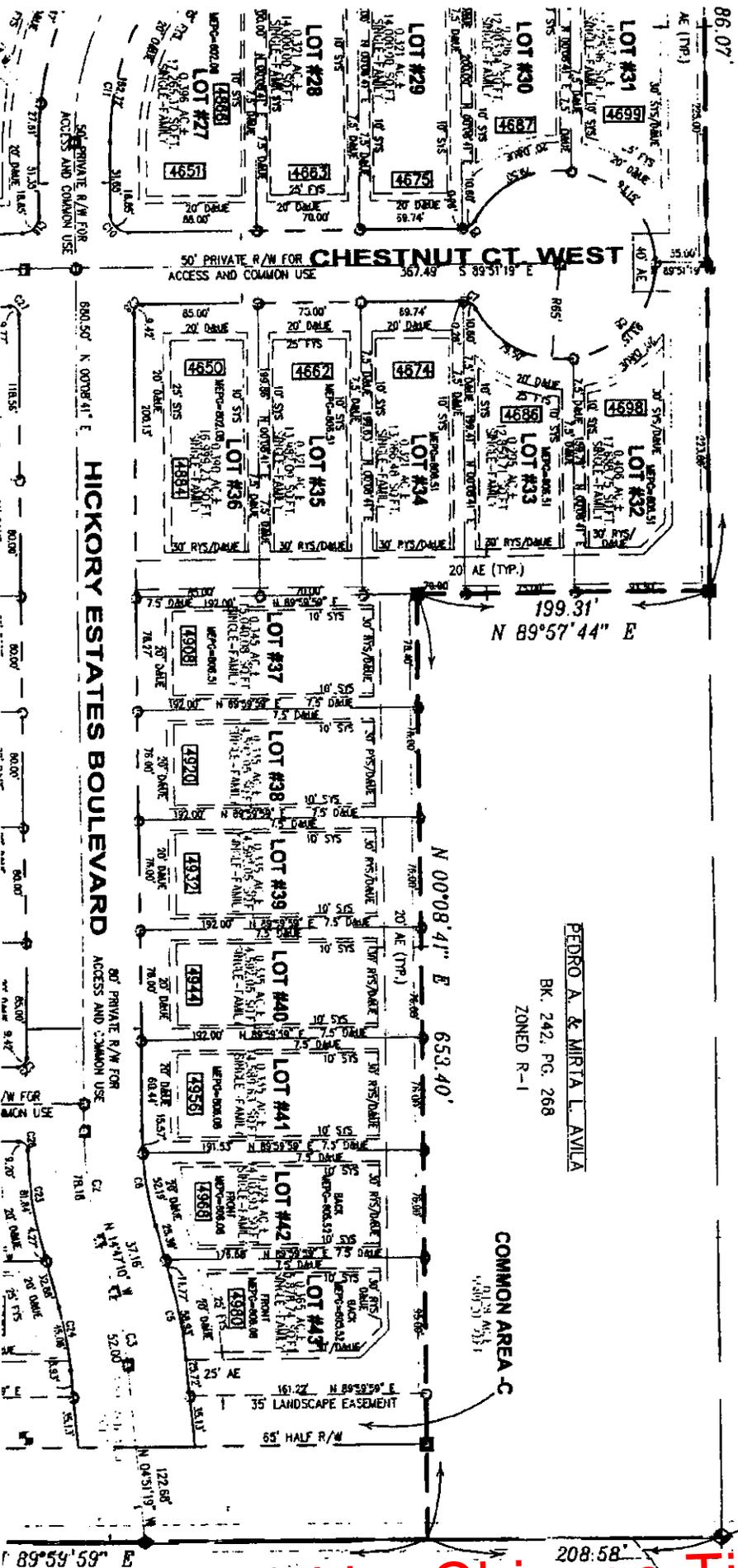


A B
NORTH
WH

CENTER GROVE SOCCER CLUB

INSTR. #89007409
ZONED R-1

N.W. COR. N.E 1/4, N.W. 1/4
SEC. 27, T-13-N, R-3-E



PEDRO A. & MIRTA L. AVILA

BK. 242, PG. 268
ZONED R-1

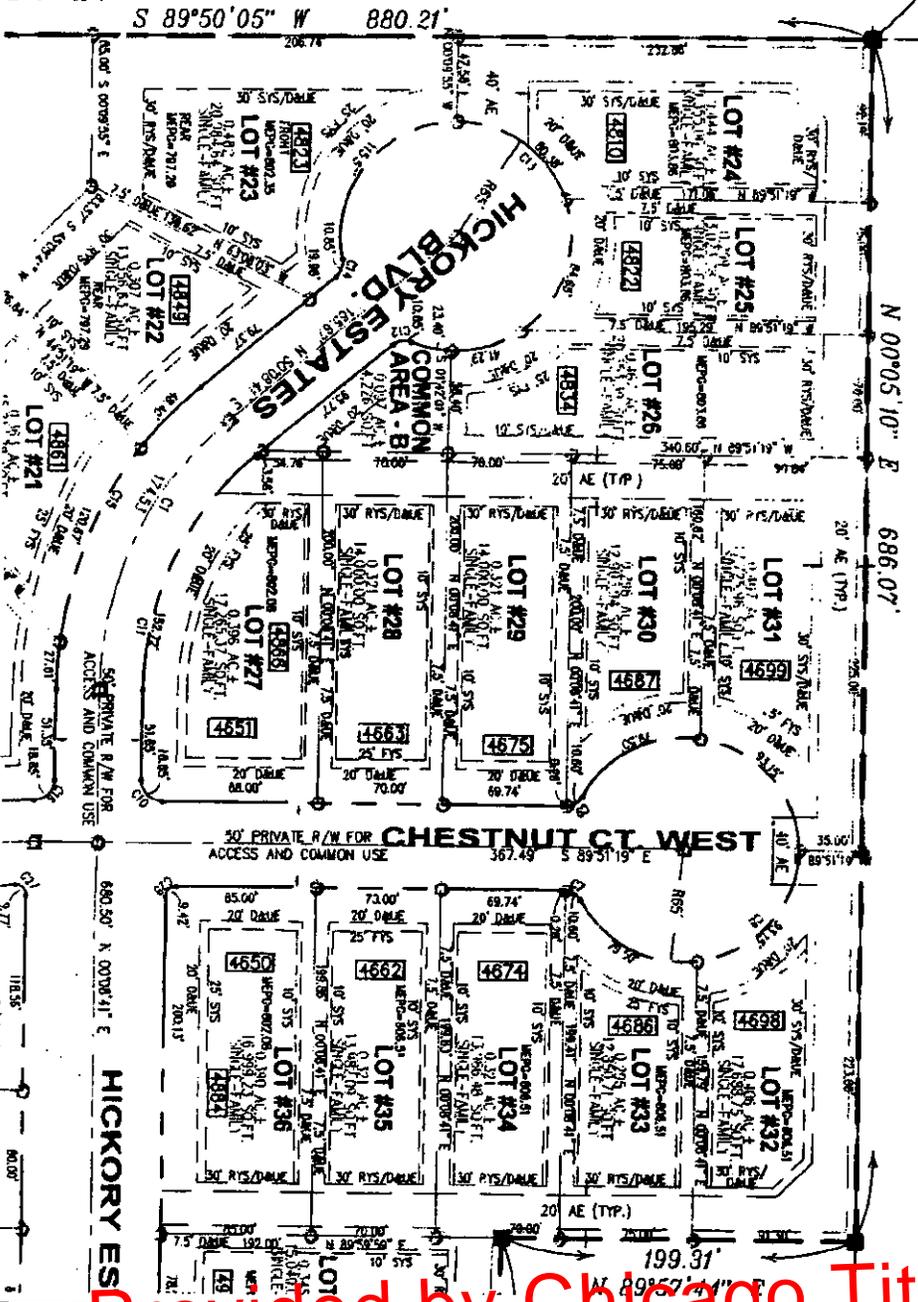
COMMON AREA C
0.128 AC. (30' x 30')

HICKORY ESTATES FINAL PLAT

HICKORY ESTATES SUBDIVISION

S.W. COR. NE 1/4, N.W. 1/4
 SEC. 27, T-13-N, R-3-E

THOMAS S. & COLLEEN HIEMENZ
 INSTR. #97027651
 ZONED R-1



CENTER GROVE SOCCER CLUB
 INSTR. #89007409
 ZONED P-1

THOMAS S. & COLLEEN HIEMENZ

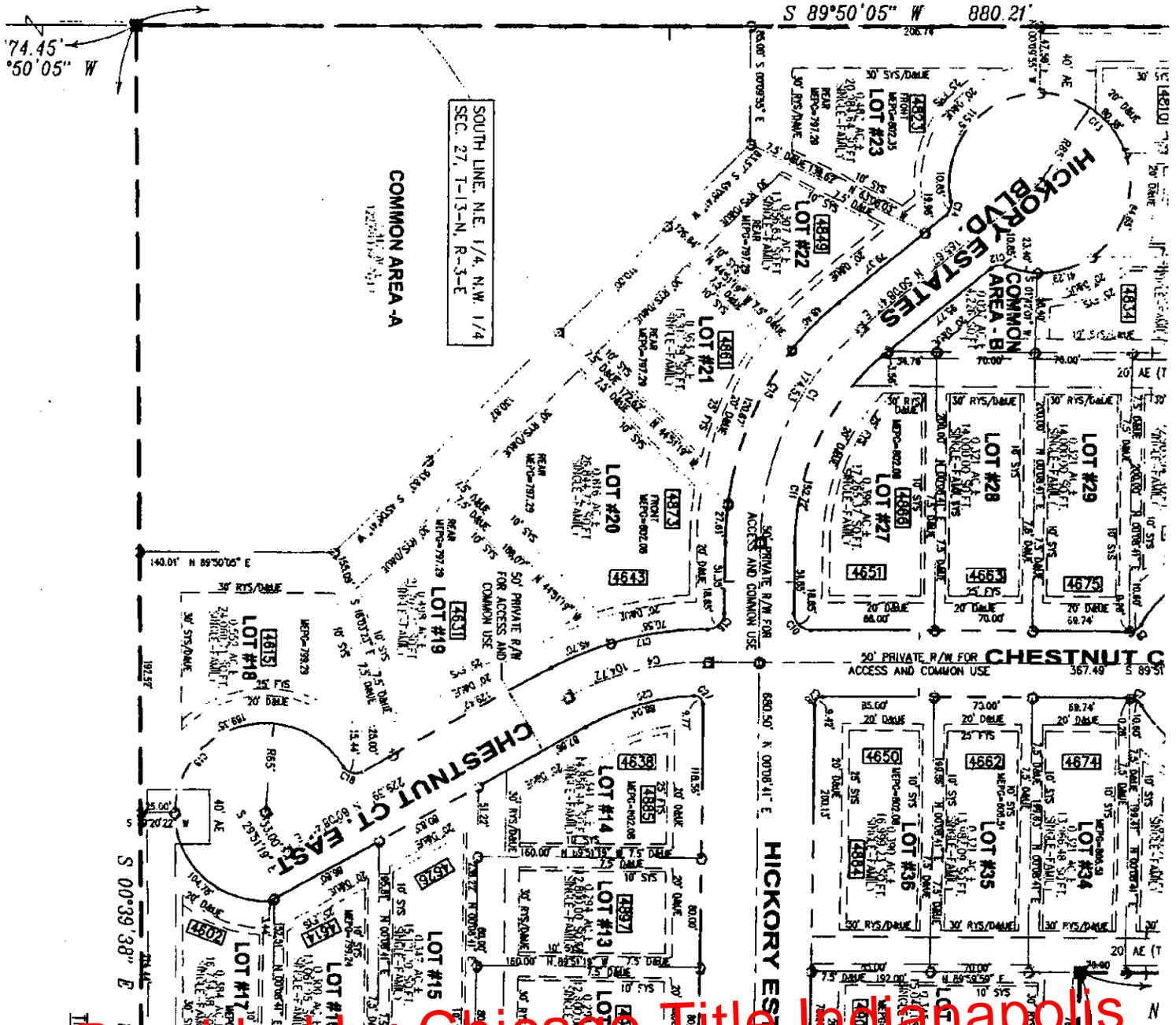
INSTR. #97027651
ZONED R-1

20' EASEMENT
INSTR. #97027651

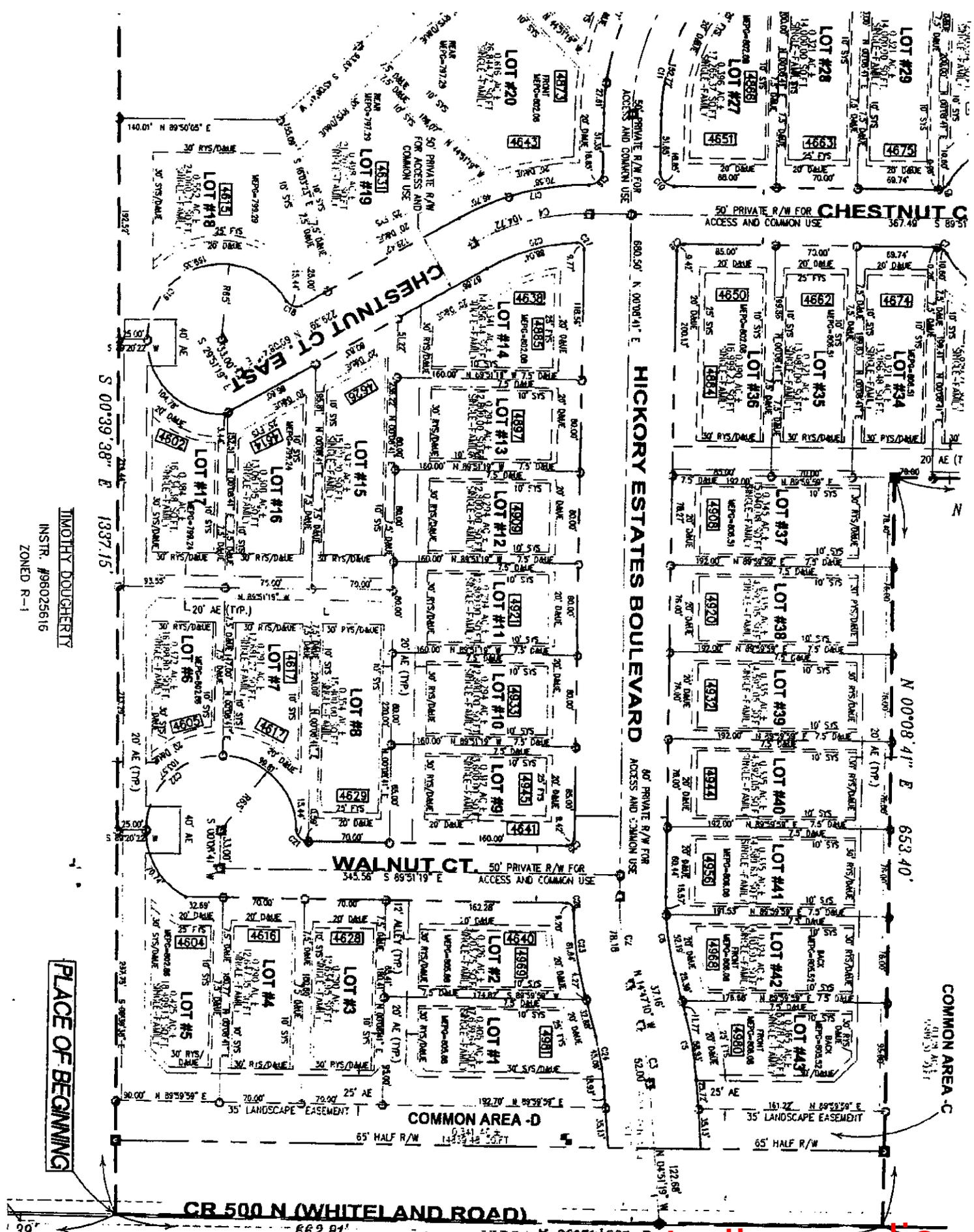
TIMOTHY DOUGHERTY
INSTR. #2003-031412
ZONED R-1

30' DRAINAGE EASEMENT
INSTR. #2004-001215

CROOKED



Provided by Chicago Title Indianapolis

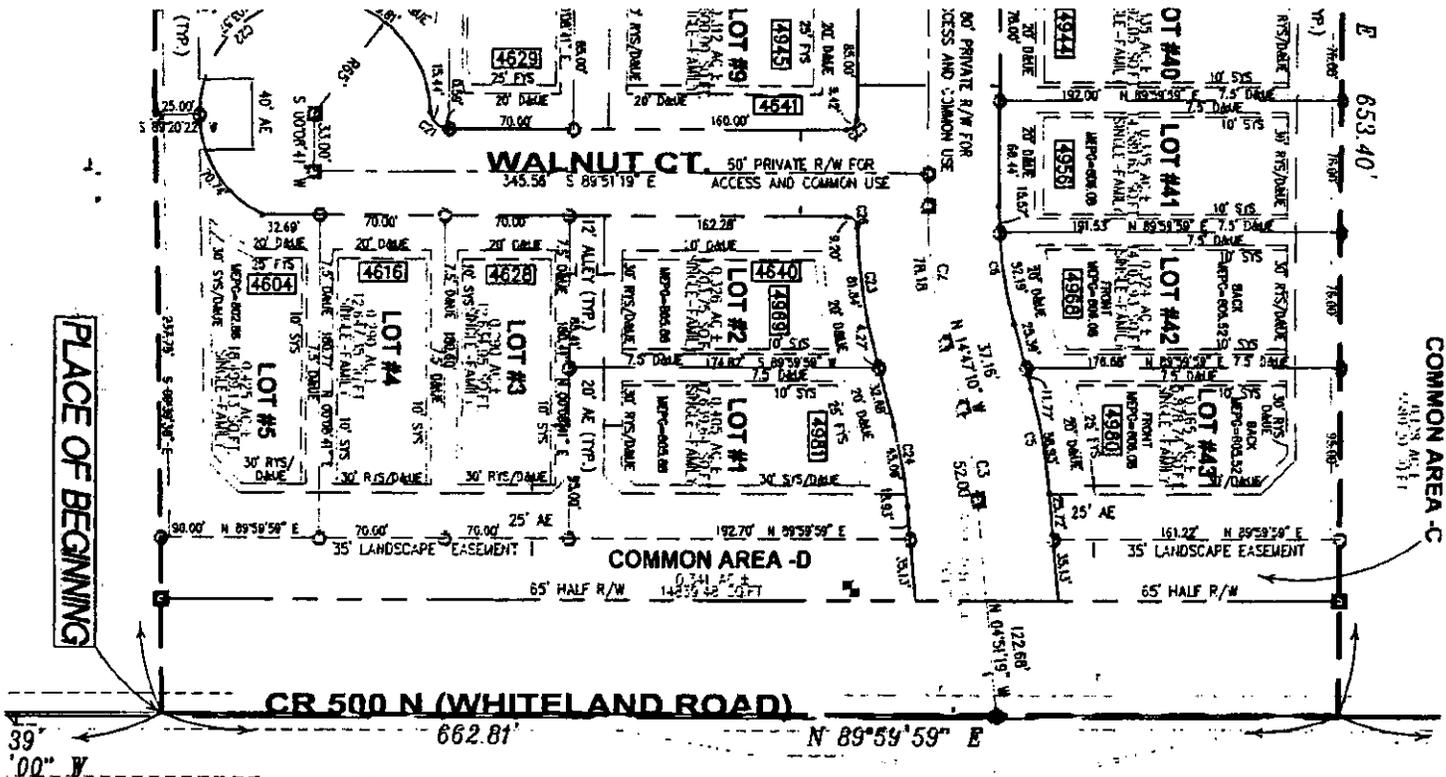


TIMOTHY DOUGHERTY
 INSTR. #96025616
 ZONED R-1

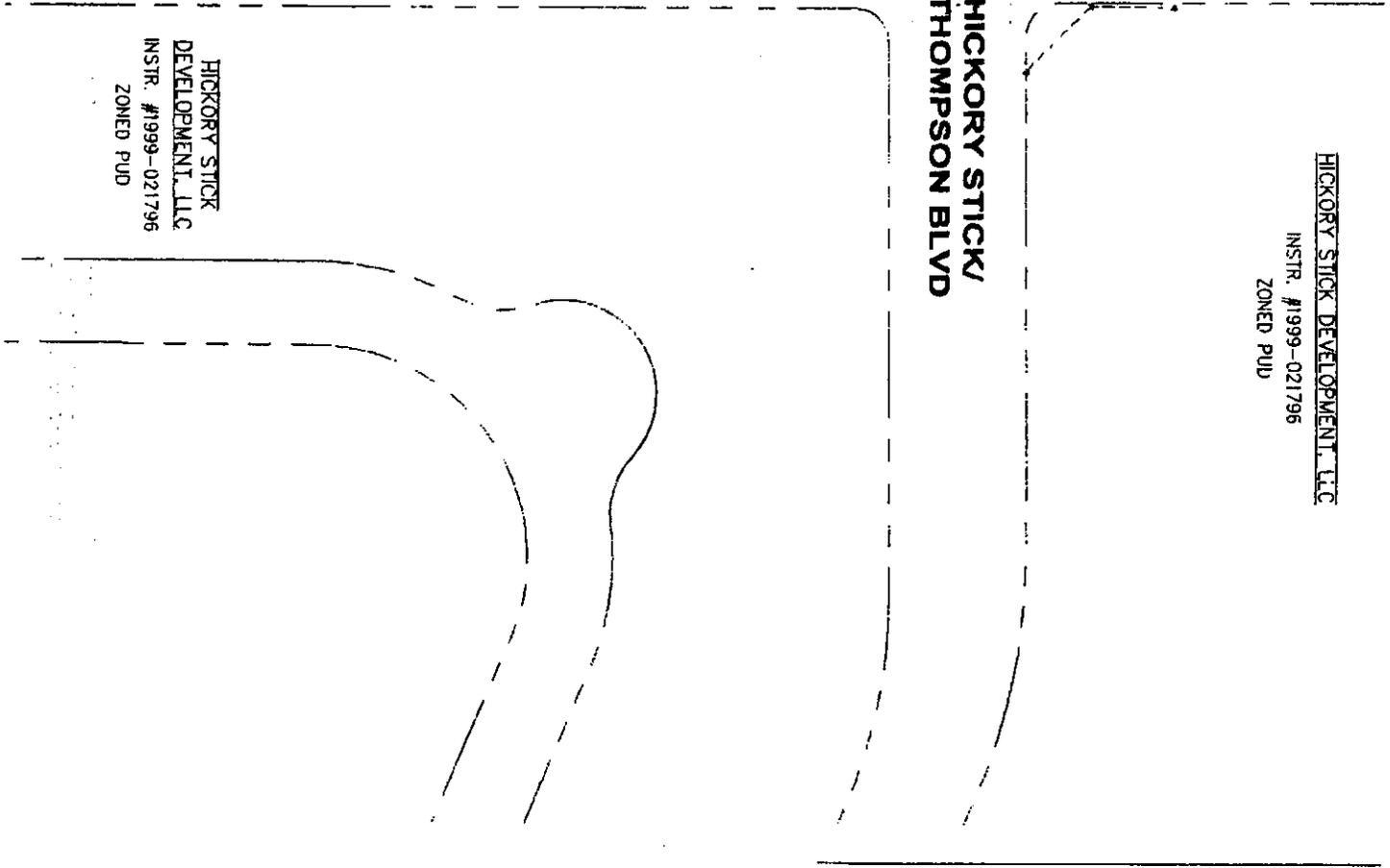
PLACE OF BEGINNING

CR 500 N (WHITELAND ROAD)

Provided by Chicago Title Indianapolis



PLACE OF BEGINNING



HICKORY STICK
DEVELOPMENT, LLC
INSTR. #1999-021796
ZONED PUD

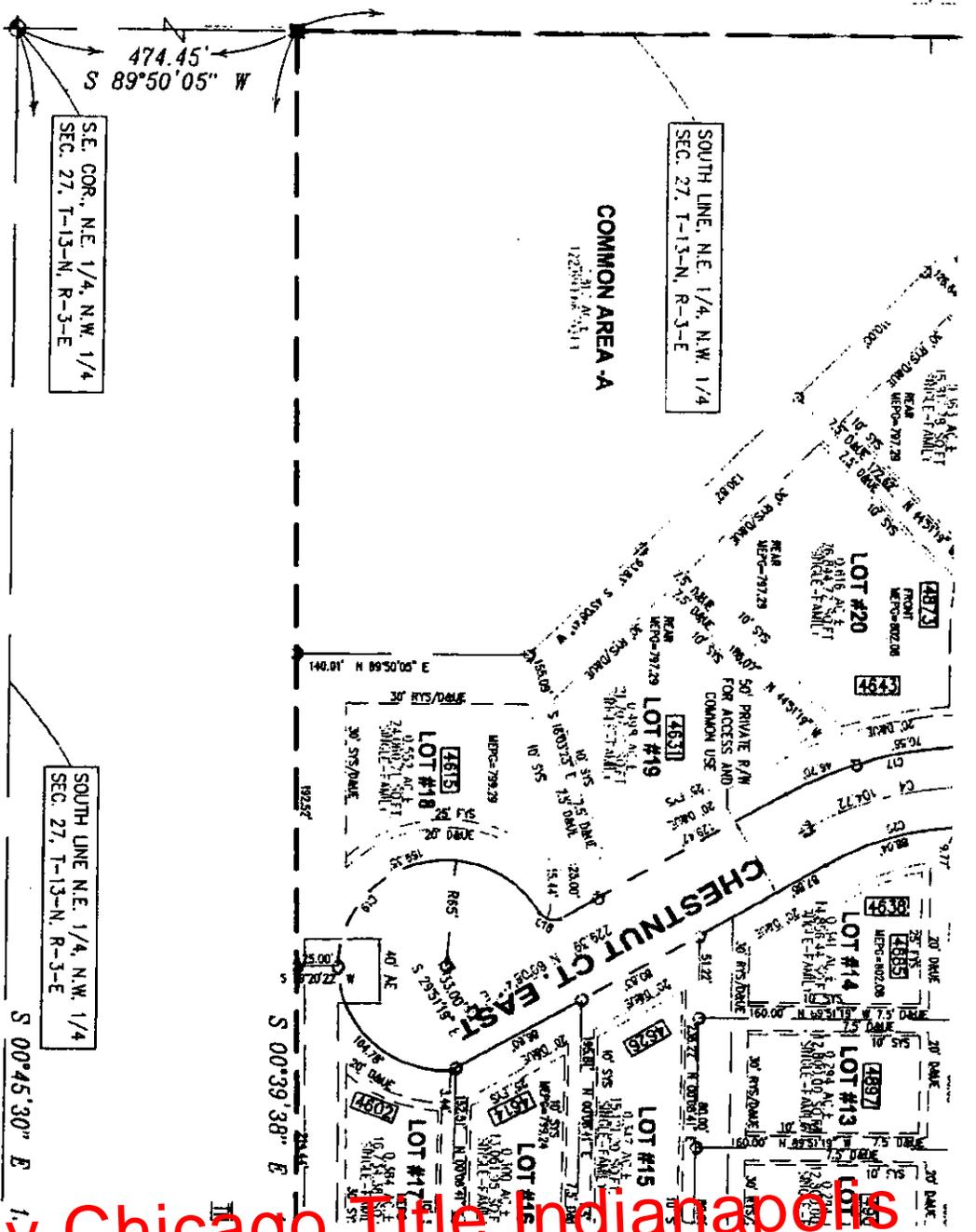
HICKORY STICK DEVELOPMENT, LLC
INSTR. #1999-021796
ZONED PUD

20' EASTMENT
INSTR. #97027851

TIMOTHY DOUGHERTY
INSTR. #2003-031412
ZONED R-1

30' DRAINAGE EASEMENT
INSTR. #2004-001215

CROOKED CREEK

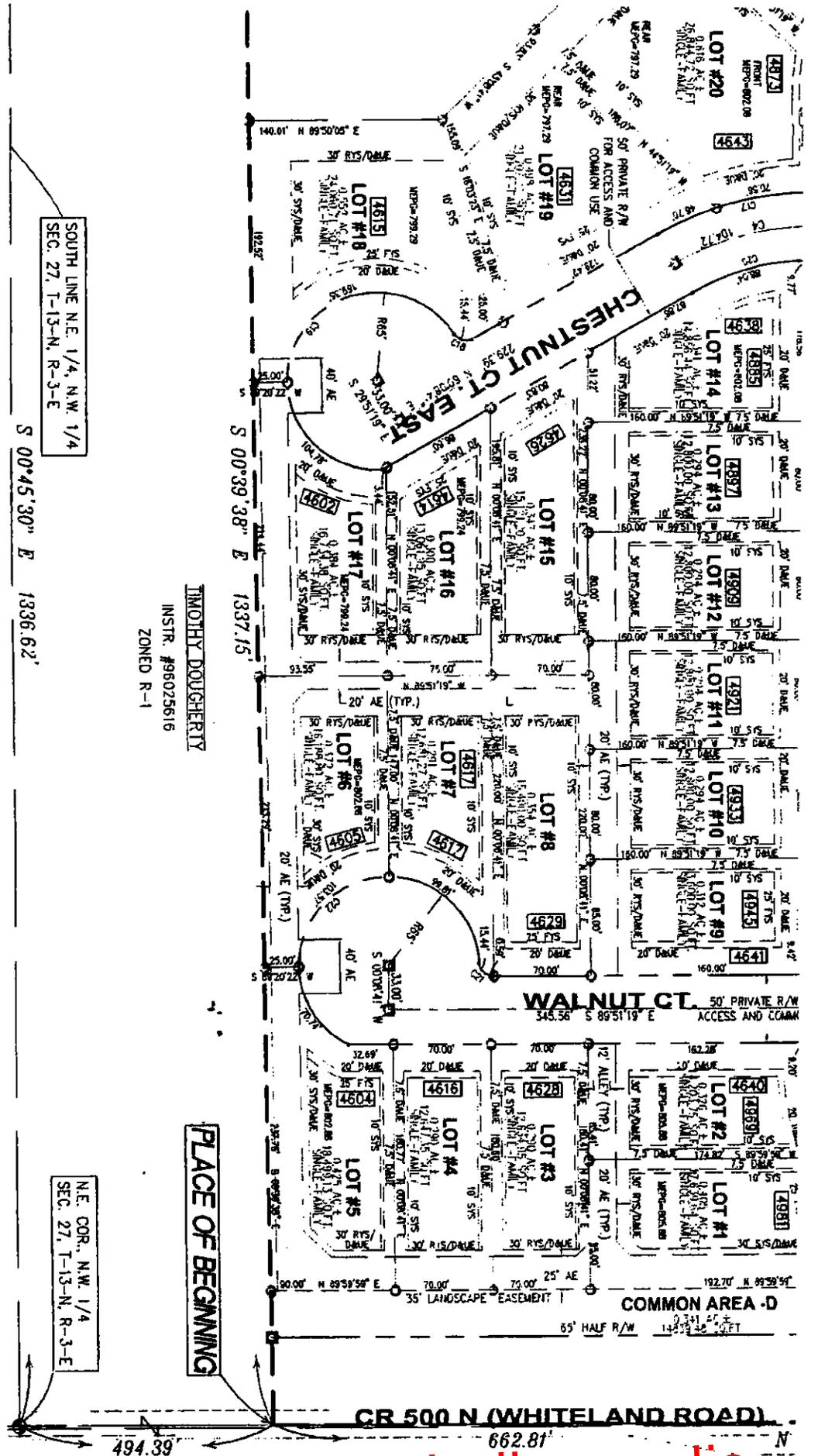


LEGEND

- PERMANENT OUTSIDE BOUNDARY CORNER SET PER JOHNSON COUNTY (5/8" Ø STEEL ROD [1.0#/ft] IN 4"x4"x48" CONCRETE)
- PERMANENT CHANGE IN CENTERLINE MARKER SET PER JOHNSON COUNTY (5/8" Øx12" LONG STEEL ROD [1.0#/ft]):
- (IN 4"x4"x48" CONCRETE AT CUL-DE-SAC AND ROUNDABOUT CENTERS)
- PERMANENT PROPERTY LOT CORNER SET PER JOHNSON COUNTY (5/8" Øx30" STEEL ROD [1.0#/ft])
- PERMANENT BENCHMARK MONUMENT SET PER JOHNSON COUNTY (4"x4"x48" CONCRETE W/ U.S.G.S SURVEY DATUM)
- PERMANENT STREET CENTERLINE INTERSECTION SET PER JOHNSON COUNTY (10" EXTENDIBLE MARKER (HARRISON APPROVED EQUAL))
- (IN 6" Ø x 12" DEEP CORE IN PAVEMENT)

- MONUMENT FOUND
- FYS - FRONT YARD SETBACK
- SYS - SIDE YARD SETBACK
- RYS - REAR YARD SETBACK
- AE - ACCESS EASEMENT
- D&UE - DRAINAGE & UTILITY EASEMENT
- XXXX - ADDRFRSS

DEVI
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ADJACI
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BY JOI



TIMOTHY DOUGHERTY
 INSTR. #96025616
 ZONED R-1

PLACE OF BEGINNING

SOUTH LINE N.E. 1/4, N.W. 1/4
 SEC. 27, T-13-N, R-3-E

N.E. COR., N.W. 1/4
 SEC. 27, T-13-N, R-3-E

S 00°45'30" E 1336.62'

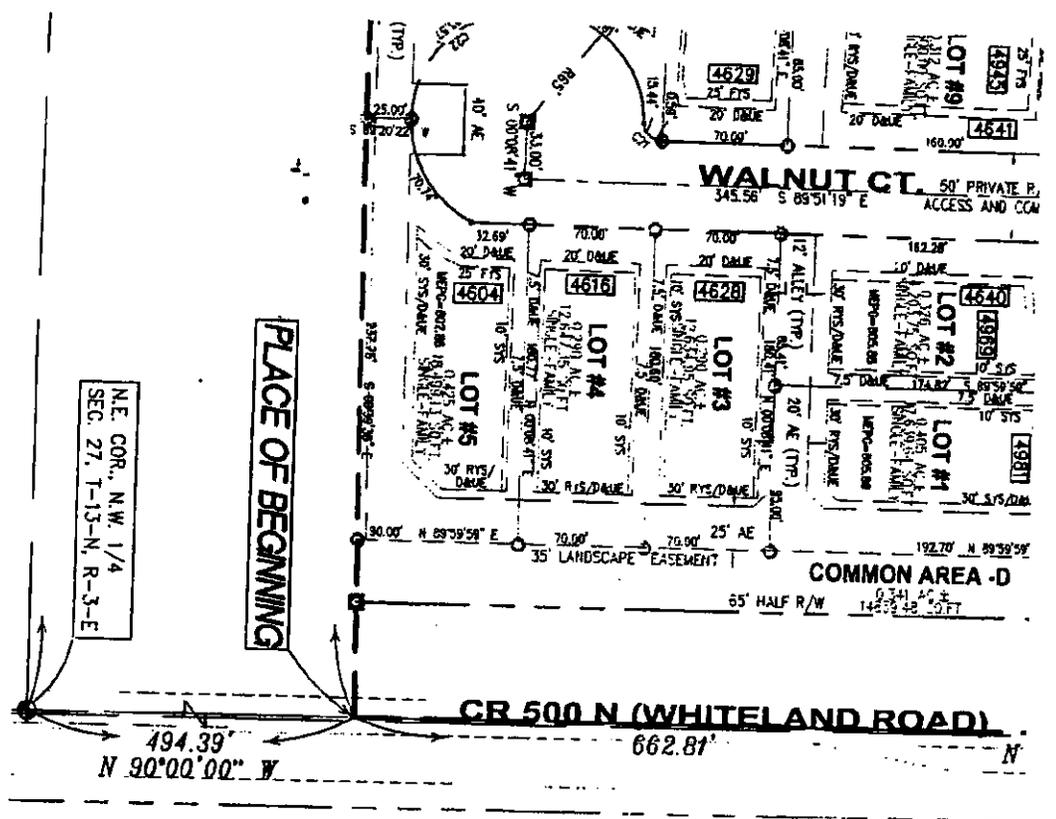
CR 500 N (WHITELAND ROAD)

DEVELOPMENT DATA SUMMARY

- CURRENT ZONING: R-3 (BARGERSVILLE BUFFER ZONE)
- FRONT YARD SETBACKS: 25' (MEASURED FROM PRIVATE R/W)
- SIDE YARD SETBACK: 10'
- ADJACENT TO CR 500 N R/W: 65'
- ADJACENT TO EAST, WEST, & SOUTH SUBDIVISION BOUNDARIES: 30'
- REAR YARD SETBACK: 30'
- ADJACENT TO CR 500 N R/W: 65'
- TOTAL NUMBER OF LOTS: 43
- NET DEVELOPMENT AREA: 22.830 ACRES (NOT INCLUDING CR 500 N R/W)
- NET DWELLING UNITS PER ACRE: 1.883 UNITS/AC
- MILES OF DEDICATED STREETS: 0 MILE (TO REMAIN PRIVATE - NOT INSPECTED/TESTED BY JOHNSON COUNTY)

- MONUMENT FOUND
- FRONT YARD SETBACK
- SIDE YARD SETBACK
- REAR YARD SETBACK
- ACCESS EASEMENT
- DRAINAGE & UTILITY EASEMENT
- ADDFSS

NO.	DATE
1	
2	
3	



N.E. COR. N.W. 1/4
SEC. 27, T-13-N, R-3-E

PLACE OF BEGINNING

HICKORY STICK
DEVELOPMENT, LLC
INSTR. #1999-021796
ZONED PUD

P-5-05

PROPERTY
BUFFER ZONE)
ED FROM PRIVATE R/W)

SUBDIVISION BOUNDARIES: 30'

ES (NOT INCLUDING CR 500 N R/W)
UNITS/AC
(TO REMAIN PRIVATE - NOT INSPECTED/TESTED

NO.	DATE	REVISIONS	BY	APP.
1				
2				
3				

FINAL PLAT
HICKORY ESTATES SUBDIVISION
KBW DEVELOPMENT

PROJECT NO.	DESIGN	LINC	CHECKED	DATE
JUNE 8, 2006	BAB		TEJ	



TRENT E. NEWPORT
REGISTERED
PROFESSIONAL
ENGINEER
STATE OF INDIANA
529700661



HICKORY ESTATES

19.00

5

Recorded Johnson County, Indiana
Sue Anne Misiniec, Recorder
Date 04/19/2005 Time 15:42:01 1 of 5 pgs
Inst # 2005-010101 OFF
Fee Amt: 19.00

STORM WATER DRAINAGE RESTRICTIVE COVENANT

Cross Reference: Limited Storm Sewer Easement, Instrument No. 2004-001215;
Declarant's Deed, Instrument No. 2004-032638.

THIS STORM WATER DRAINAGE RESTRICTIVE COVENANT (the "Drainage Restrictive Covenant") is made this 19th day of April, 2005, by HICKORY ESTATES, LLC, an Indiana limited liability company (hereinafter, the "Declarant");

Recitals

A. Declarant is the owner of a certain 23.815 acre tract of real estate located on Whiteland Road, Johnson County, Indiana, to be developed as a residential development to be known as "Hickory Estates," and more particularly described as follows:

A part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 13 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana more particularly described as follows:

Commencing at the Northeast corner of the said Quarter Quarter Section; thence South 90 degrees 00 minutes 00 seconds West (assumed bearing) along the North line of said Quarter Section 1157.20 feet to the Point of Beginning; thence South 00 degrees 08 minutes 41 seconds West 653.40 feet; thence South 89 degrees 57 minutes 44 seconds West 200.00 feet to the West line of said Quarter Quarter Section; thence South 0 degrees 09 minutes 27 seconds West along said West line 685.63 feet to the Southwest corner of said Quarter Quarter Section; thence North 90 degrees 00 minutes 00 seconds East along said South line 881.78 feet; thence North 00 degrees 39 minutes 38 seconds West 1339.25 feet to the North line of said Quarter Quarter Section; thence North 90 degrees 00 minutes 00 seconds West along said North line 662.80 feet to the Point of Beginning, containing 23.815 acres, more or less.

(the "Real Estate");

B. Declarant has filed a certain "Application to Encroach onto a Regulated Drain" with the Johnson County Drainage Board (the "Drainage Board"), by which Declarant seeks

DAILY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

APR 19 2005

Sue Anne Misiniec
AUDITOR, JOHNSON COUNTY

approval to direct storm water drainage from the Real Estate to Crooked Creek, under the Johnson County Drainage Ordinance for the Hickory Estates project, to be approved by the Drainage Board under its Docket Number DR-3080-05 (the "Drainage Permit");

C. As part of the Drainage Permit, Declarant seeks Drainage Board approval of plans and specifications for the construction and installation of a certain subterranean storm water drainage pipe ("the Storm Sewer"), to be located within an easement corridor established by that certain "Limited Storm Sewer Easement" dated September 16, 2003, filed of record in the Office of the Recorder of Johnson County, Indiana on January 15, 2004, as Instrument No. 2004-001215 (the "Storm Sewer Easement"); and

D. Declarant desires to establish a perpetual restriction upon the Real Estate that would mandate the construction of the Storm Sewer according to the storm sewer construction plans as approved by the Drainage Board pursuant to the Drainage Permit; mandate the maintenance of the Storm Sewer in a state and condition in compliance with the Drainage Permit; prohibit the alteration or modification of the land comprising the Real Estate except in conformance with the Drainage Permit or any amendments subsequently approved by the Drainage Board; and subject Declarant and Declarant's successor owners of the Real Estate or any portion thereof to all costs of maintaining the Storm Sewer.

Declaration

NOW, THEREFORE, in consideration of the premises and the following covenants and restrictions, Declarant hereby declares that the Real Estate shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following obligations, conditions and restrictions:

1. **Design and Construction of the Storm Sewer; No Other Connection.** Declarant hereby covenants and agrees to construct the Storm Sewer according to the plans and specifications as approved by the Drainage Board pursuant the Drainage Permit.

Neither the Storm Sewer nor the Storm Sewer Easement shall be altered or modified except upon proper application to and approval by the Board under then applicable procedures and public hearing if so required. Neither Declarant nor Declarant's heirs, successors, or assigns shall connect any additional drains or drainage structures into the Storm Sewer without the express written consent of the Drainage Board.

2. **Construction and Maintenance of the Storm Sewer.** Declarant, as sole current owner of the Real Estate, and on behalf of its successors and assigns hereby covenants and agrees to maintain and operate the Storm Sewer consistent with the Drainage Permit and all applicable rules and regulations promulgated by the Drainage Board.

3. **Enforcement by and Remedies of Johnson County Drainage Board.** This Restrictive Covenant is made in favor of Johnson County, acting by and through its Drainage

Board. In the event Declarant or Declarant's successor owner(s) is or are in violation of this Declaration, Johnson County may give notice to the owners of the Real Estate, who shall have thirty (30) days in which to cure or remedy such breach or default. In the event such breaching or defaulting owners fail to cure or remedy such breach or default by the end of such thirty (30) day period, Johnson County, acting by and through its Drainage Board may pursue any right and remedy available at law or in equity, including but not limited to injunctive relief.

4. **Easements Appurtenant; Liability of Successor Owner(s) of the Real Estate.** The covenants and restrictions imposed by this Restrictive Covenant shall be appurtenant to the Real Estate, and any portion thereof, and shall be binding upon the owner(s), tenant(s) and other lawful user(s) or occupant(s) of the Real Estate, and its or their heirs, successors and assigns.

Declarant or any successor owner(s) of the Real Estate shall be personally liable for performance and payment obligations under the terms of this Restrictive Covenant only so long as, and for defaults occurring during the term of their respective ownership of the Real Estate, and to the extent of their ownership of the Real Estate, and prior owner(s) of the Real Estate shall not be liable for defaults occurring subsequent to their respective periods of ownership.

5. **Effectiveness; Governing Law; Invalidity.** This Declaration shall be effective upon approval of the Drainage Permit and shall be governed, construed, applied and enforced in accordance with the laws of the State of Indiana

The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provisions of this Instrument shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Instrument.

6. **No Waiver.** Failure by Johnson County, acting by and through its Drainage Board and the office of the Johnson County Surveyor to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

7. **No Dedication.** This Restrictive Covenant shall not be construed and is not intended to grant or dedicate to the public any portion of the Real Estate.

EXECUTED this 19th day of April, 2005.

DECLARANT:

HICKORY ESTATES, LLC an
Indiana limited liability company

By: KBW DEVELOPMENT, LLC, its managing
member

By: 
David Kincheloe, Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said county and state, personally appeared **David Kincheloe**, who being first duly sworn by me upon his oath, stated that he is the Managing Member of **KBW Development, LLC**, which is managing member of **Hickory Estates, LLC**, he is duly authorized to execute the foregoing on its behalf, that any statements or representations of fact contained therein are true, and he acknowledged execution of the foregoing.

Witness my hand and Notarial Seal this 19th day of April, 2005.

NOTARY PUBLIC:

Printed: 

My Commission Expires: _____

My County of Residence: _____



This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Esq.
Eric A. Harvey, Esq.
PETER D. CLEVELAND, P.C.
a professional corporation
6910 North Shadeland Avenue, Suite 200
Indianapolis, IN 46220