

PLAT CABINET C, ENVELOPE

LEGAL DESCRIPTION
ROBINS GLENN SUBDIVISION
Job #3964

A part of the Southwest Quarter of Section 8, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of said section; thence SOUTH 87 degrees 11 minutes 18 seconds EAST, a distance of 798.23 feet; thence NORTH 01 degrees 01 minutes 15 seconds EAST, a distance of 762.38 feet; thence SOUTH 87 degrees 39 minutes 50 seconds EAST, a distance of 492.03 feet; thence NORTH 00 degrees 15 minutes 35 seconds WEST, a distance of 613.95 feet; thence NORTH 78 degrees 32 minutes 14 seconds WEST, a distance of 292.00 feet to the point of beginning; thence continuing NORTH 78 degrees 32 minutes 14 seconds WEST, a distance of 387.31 feet; thence NORTH 00 degrees 35 minutes 30 seconds WEST, a distance of 361.28 feet; thence NORTH 16 degrees 59 minutes 14 seconds EAST, 84.07 feet; thence NORTH 52 degrees 18 minutes 02 seconds EAST, 80.78 feet; thence NORTH 71 degrees 12 minutes 47 seconds EAST, 71.72 feet; thence NORTH 73 degrees 07 minutes 56 seconds EAST, 70.96 feet; thence NORTH 87 degrees 41 minutes 23 seconds EAST, 70.04 feet; thence SOUTH 00 degrees 15 minutes 35 seconds EAST, 115.58 feet; thence NORTH 89 degrees 44 minutes 25 seconds EAST, 160.00 feet; thence SOUTH 00 degrees 15 minutes 35 seconds EAST, a distance of 89.59 feet to a tangent curve to the right having a radius of 530.00 feet and a chord bearing and distance of SOUTH 05 degrees 36 minutes 06 seconds WEST, 108.25 feet; thence southerly along said curve through a central angle of 11 degrees 43 minutes 21 seconds for a distance of 108.44 feet; thence SOUTH 11 degrees 27 minutes 46 seconds WEST, a distance of 308.52 feet to the point of beginning, containing 5.086 acres more or less.

This survey was executed according to survey requirements contained in Sections 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 3rd day of March, 2003

Philip O. Tapp
Registered Land Surveyor No. LS80900014
State of Indiana



LEGEND

- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- S.C. = SPECIAL CONSERVANCY EASEMENT
- D.&U.E. = DRAINAGE & UTILITY EASEMENT
- = 3/8" REBAR/YELLOW CAP MARKED
- BLEDSOE TAPP PC5092004

1388 ADDRESSES

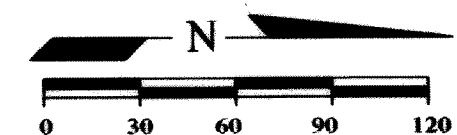
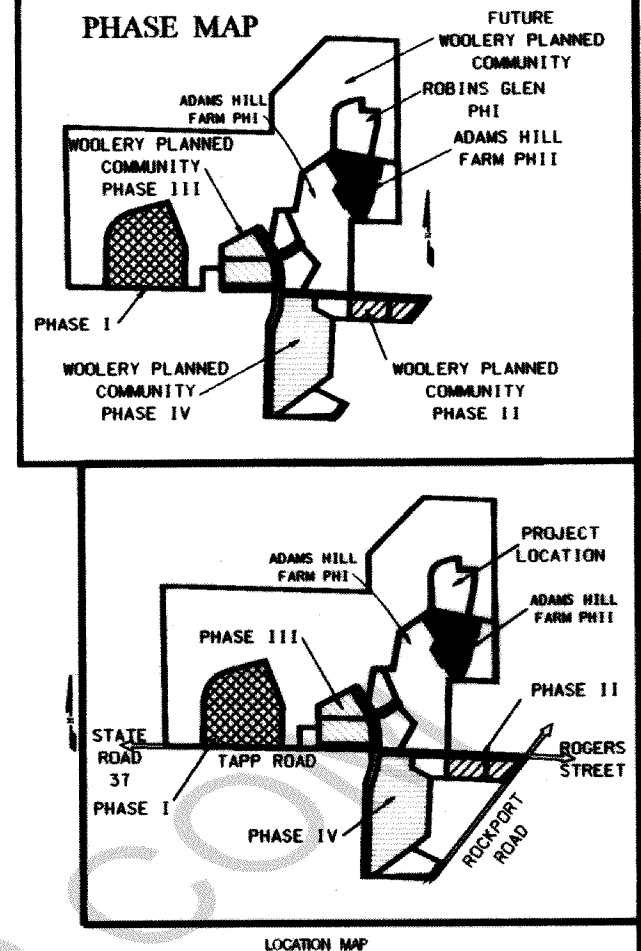
POINT OF
COMMENCING
S.W. CORNER
SECT. 8, T8N, R1W

POINT OF
BEGINNING

ROBINS GLENN PHASE I FINAL PLAT

Pat Haley
Monroe County Recorder IN
IN 2003005748 SPL
03/04/2003 15:14:45 2 PGS
Filing Fee: \$23.00

SETBACK TABLE:
20' FRONT YARD
6' SIDE YARD/15' COMBINED
25' REAR YARD



SCALE: 1"=60'
DATE: NOVEMBER 18, 2002

DULY ENTERED
FOR TAXATION

Pat Haley
Monroe County, Indiana

CERTIFICATE OF APPROVAL OF
PLAN COMMISSION AND
BOARD OF PUBLIC WORKS

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD:

FEBRUARY 21, 2003

Ben Hollingsworth, PRESIDENT
Frank Huskins, MD
James McNamara, MEMBER

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:
DECEMBER 18, 2002 (PLAT COMMITTEE)

Tom Micuda, AICP, DIRECTOR
Bill Stube, PRESIDENT

CURVE	LENGTH	DELTA	RADIUS	TANGENT	DIRECTION	CHORD
C1	102.30	11°43'21"	500.00	51.33	S05°36'05"W	102.12
C2	204.06	77°56'44"	150.00	121.35	N39°33'52"W	188.69

#2003034851
Surveyors Affidavit
Lot 13
12-9-03
Pat Haley, Rec

NOTE:
THIS PLAT IS SUBJECT TO A COMMITMENT TO EITHER CONSTRUCT OR BOND FOR A ROAD CONNECTION ALONG SUBJECT PROPERTY TO THE ELEMENTARY SCHOOL LOCATED ON THE WOOLERY FARM. THIS WILL REQUIRE AN EXTENSION OF ADAMS HILL CIRCLE AND COUNTRYSIDE DRIVE. COMMITMENT IS FOUND IN THE OFFICE OF THE MONROE COUNTY RECORDER AS DOCUMENT NUMBER

SHEET 1 OF 2

PREPARED BY: Bledsoe Tapp & Riggert, Inc. JOB NO. 3964
1351 West Tapp Road Bloomington, Indiana 47404 (812) 336-8277

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ROBINS GLENN PHASE I FINAL PLAT

Langley, LLC, being Christopher T. Langley, Aaron M. Langley, and Thomas K. Langley, (collectively, "Declarant") being the owners of the real estate more particularly described in this plat, (hereinafter referred to as the "Real Estate") do hereby lay off, plat, and subdivide said Real Estate in accordance with the plat thereof dated _____, 2003 and recorded _____, 2003 as instrument number _____ at Plat Cabinet C, Envelope _____ in the Office of the Recorder of Monroe County, Indiana (the "Plat"), subject to the conditions, restrictions, reservations and protective covenants set forth herein. This subdivision shall be known and designated as Robins Glenn Phase I Final Plat. All streets and roads shown on the Plat and not heretofore dedicated are hereby dedicated to the public. As shown on the Plat, the Real Estate is being subdivided into twenty (20) building lots.

PHASES AND RESTRICTIONS

In addition to the Real Estate, the undersigned may subdivide or plat other real estate not herein described as additional phases or sections as shall be as set forth in any plat or plats of such other real estate or documents related thereto. Restrictions set forth herein shall not be construed to be applicable to any other real estate now and hereafter owned by the undersigned either adjacent to or in the immediate vicinity of the Real Estate in the absence of the express written adoption of said restrictions by the undersigned.

SETBACK LINES

Front and side yard setback lines as shown on the Plat or as established herein or by applicable ordinances are hereby established. Between these setback lines and the boundary lines of lots, easements and public ways, no building or other structure shall be erected or maintained, but said areas can be used for utility purposes.

EASEMENTS

The strips of land that are shown on the Plat and marked "Drainage and Utility Easement," "Utility Easement," "Drainage Easement," and "Pedestrian Easement" are owned by the owners of the lots that they respectively affect, subject to the rights of the public utilities and cable television companies, for the installation and maintenance of water and sewer mains, storm sewers, walking paths (in pedestrian easement only and not utility and drainage easements), drainage facilities, poles, ducts, lines, cables, and wires and equipment related thereto. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities and to the rights of the owners of the other lots in this subdivision. Areas designated as "S.C." are Special Conservancy Easements and shall not be built upon or disturbed during construction. They may not be cultivated or excavated, but shall be maintained as natural vegetation and or grass.

CONDITIONS, RESTRICTIONS, RESERVATIONS AND PROTECTIVE COVENANTS

1. Use. Each lot shall be used for residential purposes only. Only one (1) auxiliary structure shall be permitted, limited to one hundred (100) square feet total, also limited to no greater than twelve (12) feet long, no less than eight (8) feet long and no greater than ten (10) feet tall at the peak. If it has sides then it shall be sided with the same material and color as the house, and the roof shall be asphalt shingles the same color as the house and it shall be placed forward of the back of the house.
2. Size of Dwelling. The main dwelling area of any home must contain at least 1000 square feet of finished area. There must be 800 square feet of living area on the first level of a home of more than one story. Split-level and bi-level homes shall be considered more than one story. Ranch style homes must have a minimum of 1000 square feet on the main level.
3. No Temporary Structures. No structures of a temporary character, such as trailers, basements, tents, shacks, garages, barns, or other out buildings shall be used on said lands at any times as a residence either temporary or permanently. No residence shall be occupied prior to completion, and there shall be no temporary living quarters constructed on the Real Estate. No dwelling units having wooden foundations shall be constructed upon the Real Estate.
4. Prohibited Activities. No manufacturing, noxious, illegal, or offensive activities shall be carried on upon the Real Estate. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in general.
5. Trash Removal. All trash shall be kept in sanitary containers and out of sight and under cover except on days of trash collection. All equipment and containers for the storage or disposal of such material shall be kept clean, sanitary and in functional condition. No trash shall be burned on the premises, except for construction debris, fallen trees and trees felled due to construction. No yard incinerator for the disposal and burning of trash permitted.
6. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on said lands, except dogs, cats or other normally recognized household pets, provided that they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance or interfere with the other owners use of their lots.
7. Subdivision of Lot Prohibited. There shall be no subdivision of any lot, or lots, nor any sale thereof in parcels, except a portion of a lot may be sold to an adjoining lot owner if no new lot is created. For the purpose of these conditions and restrictions, all adjoining lots, or parts thereof, owned and used as a single building site, shall be considered one (1) lot, and the boundaries so established by such common ownership shall be considered the only lot lines for the purpose of these conditions and restrictions.
8. Garages and Driveways Required. Every dwelling unit shall have an attached garage for off-street parking of a minimum of two (2) vehicles, and every dwelling shall have a driveway. All driveways shall be paved and a minimum of eighteen (18) feet wide.
9. Parking and Vehicles. No trucks larger than one-ton pickup may be parked on any lot. No campers, motor homes, or boats shall be stored in any driveway or on any lot, except that a separate hard surfaced area adjacent to the side of the house containing the garage may be provided for such a purpose. No disabled or inoperable vehicle shall be kept on said land for more than three (3) working days while arrangements are being made to have it repaired. Except for service deliveries, no parking of automobiles or trucks is permitted in the streets or private roads.
10. Fences. The owner of each lot agrees not to erect fences of barbed wire, fences which are electrically charged nor those made of steel material, except chain link. Fences shall not be higher than six (6) feet within sixty (60) feet of any roadway with the exception of swimming pool enclosures. No fence may be constructed on the property line parallel to any roadway nor may side lot fences extend beyond the front of any house except decorative wood fences not more than forty-eight (48) inches high.

ROBINS GLENN PHASE I FINAL PLAT

11. Disposals Required. All dwellings erected on the Real Estate shall be equipped with a mechanical device for the grinding and disposal of food wastes. Such device shall be located in the kitchen and connected to the sewer.
12. Landscaping. Within thirty days after completion of the dwelling (weather permitting), the owner agrees to have the front yard, extending from the front of the house to the road, sown with grass seed.
13. Tanks. The installation or maintenance of bottle gas, oil tanks, or underground storage tanks on the real estate shall be prohibited.
14. Maintenance of Ditches, Banks and Yards. Lot owners shall maintain the ditches and banks along property line(s) adjacent to any street or private road and shall maintain their entire lot and not allow weeds or noxious bushes or trees to grow. Grass shall not be allowed to grow taller than six (6) inches without mowing. Lot owners shall not interfere with drainage.
15. Siding. Lot owners shall use only wood, aluminum, cement, or vinyl weather boarding stone, stucco or brick for the exterior siding of all dwelling units.
16. Underground Utilities. All telephone, electrical and cable television or similar connections from the utilities line shall be underground from the street.
17. Easements on Plat. All lots are subject to any and all easements, including utility, detention, drainage, pedestrian, and special conservancy easements as shown on the Plat.
18. Setback Lines. All buildings shall have a minimum of six (6) feet wide setback on one side and a minimum of fifteen (15) feet for both side setbacks. Rear setback minimum is twenty-five (25) feet. Front setback is twenty (20) feet.
19. Approval of Building Plans. No construction shall be begun for a building or structure including auxiliary structures, garages, and barns to be erected, placed, altered or enlarged upon any lot unless the building plans including roof pitch, specifications and plot plan showing the location of such building or structure have been approved in writing by Declarant as to the conformity of size, interior and exterior design including colors and materials and location of the building with respect to topography and finished grade elevation by the undersigned or its successors or assigns, or its designated representatives. Only masonry foundations shall be permitted.
20. Sewer. No lot shall be sold without a corresponding sewer tap permit from the appropriate servicing sewer corporation.
21. Swimming Pools. Above ground swimming pools shall not be permitted on the Real Estate. Any in ground swimming pool shall be in the rear of the house and shall be no closer than eight (8) feet to any property line.
22. Clotheslines. No permanent clothesline shall be installed on any lot.
23. General. The foregoing covenants, limitation and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants or restrictions shall automatically be extended for successive periods of ten (10) years unless by vote of a majority of the owners of the lots sites covered by this Declaration, it is agreed to change such covenants or restrictions in whole or in part.

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

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, successors and assigns.

OWNERS CERTIFICATE

The undersigned, Langley, LLC, being the owner of the above described real estate, does hereby layoff and plat the same into one lot in accordance with the plat and certificate.

This plat shall be known and designated as Robins Glenn Phase I Final Plat.

The undersigned, as owner of the real estate described on this plat, for and in consideration of the City of Bloomington, Indiana, granting to the undersigned the right to tap into and connect to the sewer system of the City of Bloomington for the purpose of providing sewer service to the described real estate, now release the right of the undersigned as owners of the platted real estate and their successors in title, to remonstrate against any pending or future annexation by the City of Bloomington, Indiana, of such platted real estate.

In Witness Whereof, Christopher T. Langley, Aaron M. Langley, and Thomas K. Langley of Langley, LLC, has executed this instrument and caused their names to be subscribed thereto, this 2nd day of March, 2003.

Christopher T. Langley
Christopher T. Langley

Aaron M. Langley
Aaron M. Langley

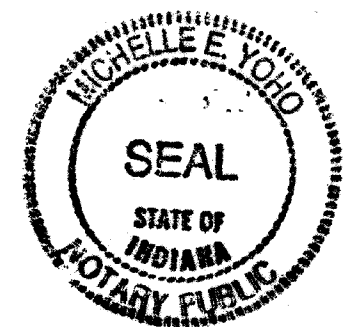
Thomas K. Langley
Thomas K. Langley
By *Christopher T. Langley*
Power of Attorney

State of Indiana)
County of Monroe) ss:

Before me, a Notary Public for said County and State, Christopher T. Langley, Aaron M. Langley, and Thomas K. Langley of Langley, LLC, personally appeared and acknowledged the execution of this instrument this 2nd day of March, 2003.

Michelle E. Yoho
Michelle E. Yoho, Notary

My commission expires: September 1, 2008
County of Residence: Greene



SHEET 2 OF 2