

2ND AMENDED PLAT  
OF  
ROBINSON ADDITION

We, the undersigned, Clinton Robinson and Mabel Robinson, husband and wife; C. Dale Robinson and Marilyn J. Robinson, husband and wife; and Merrill J. Crouch and Marilyn L. Crouch, husband and wife, being all the owners of the real estate heretofore platted and dedicated as Robinson Addition to the Town of Oolitic, Indiana, as shown in Plat Book 3, page 50, and as amended as shown by the amended plat in Plat Book 3, at page 70, in the Office of the Recorder of Lawrence County, Indiana, now further amend, replat and rededicate that portion of said real estate located in Lawrence County, State of Indiana, which is more particularly described as follows, to-wit:

Part of the northeast quarter of Section 9, Township 5 North, Range 1 West. Beginning at a point 109.3 feet east of the cornerstone at the northwest corner of said quarter section; thence north 89° 04' east 509.1 feet; thence south 73° 33' east 357.5 feet; thence south 1818 feet; thence north 35° 11' west 771.2 feet; thence north 30° 46' west 397 feet; thence north 12° 20' west 945.9 feet to the point of beginning.

This amended, replatted and rededicated Addition shall be subject to the terms, provisions, restrictions and covenants as follows:

1. This addition shall continue to be known as "Robinson Addition to the Town of Oolitic, Indiana."
2. The rights-of-way for streets shown on the annexed plat are hereby dedicated to the public use and the grantors herein covenant and agree to all parties concerned that when said streets are constructed on said rights-of-way they shall be constructed by grantors or assigns according to the specifications and plans as set out for said streets on said annexed plat, which said plat and specifications have been drawn and approved by William C. Laidlaw a registered land surveyor licensed in compliance with the laws of the State of Indiana and that the said signature and seal of said engineer appears thereon together with the approval of the Town Board of Oolitic and which approval was endorsed on said plat at a regular meeting of said Board on the 22nd day of November, 1971.
3. There are strips of ground shown on this plat and marked "Easements", reserved for the use of drainage, public utilities, for the installation of water and sewer pipes, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easements herein reserved. 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.
4. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garage. No mobile home or basement dwellings will be permitted in this subdivision.



5. No dwelling shall be constructed, erected or relocated in this subdivision unless it shall have a minimum first floor area of 900 square feet for a single story, a minimum floor area of 864 square feet exclusive of the lower of the three levels on a split level; or 750 square feet on the first floor of a two story house. Open porches and breezeways or garage shall not be counted as a part of the minimum floor area.

6. No residence shall be established or maintained in any manner within this subdivision except in a complete and finished dwelling meeting all the requirements of these restrictions.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other normally recognized household pets may be kept providing they are not kept, bred or maintained for any commercial purpose.

8. No material used in the construction of dwelling, attached auxiliary building or detached auxiliary building within one half the depth of the lot from the building set-back line, shall be used as roofing or siding which is fabricated of one or more materials in such a way as to resemble another material of higher quality and/or better appearance.

9. No trees shall be planted, set out or preserved within the street right-of-way.

10. No building, porch, garage, carport, shed, lean-to or other structure may be constructed, erected, or maintained closer to the front or side street line than the building set-back lines as hereinafter set out.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No planting, wall, building or structure shall be built or maintained in this area; nor shall any vehicular access over the area be permitted except for the purpose of installation and maintenance of utilities and drainage facilities. The municipal government, or utility, does not assume liability for replacement of grass or plantings in or immediately adjacent to these easements which are damaged or destroyed through maintenance, repair or installation operations.

12. The owner of such lot shall be liable for and hereby assumes and agrees to maintain his property neat and clean and free of any paper, trash, weeds or any unsightly growth or other debris. No lot shall be used or maintained as a dumping ground for rubbish; nor shall the lot be used for the open storage of junk or other used materials. Trash, garbage, or other waste shall be kept in a clean and sanitary condition.

13. The minimum set-back line for frontyards shall be not less than thirty feet (30 feet), which shall mean from the front property line to the main building line exclusive of roof over hangs, openporches, patios or stoops. Garages, breezeways, or accessory buildings whether attached or detached, shall be not less than thirty feet (30 feet) from the front property line.



14. It is understood and agreed that C. Dale Robinson and Marilyn J. Robinson, husband and wife, are the owners of Lots 3, 4, 12, 13, 21 and 22 in this Addition by reason of Warranty Deeds from Clinton Robinson and Mabel Robinson, husband and wife, conveying said lots in the original plat of Robinson Addition, which said lots are identical in description and location with Lots in this plat as amended.

15. It is understood and agreed that Merrill J. Crouch and Marilyn L. Crouch, husband and wife, are the owners of Lot Number 1 in this Addition by reason of a Warranty Deed from Bobby E. Mollett and C. Dale Robinson conveying Lot Number 1 in the original plat of Robinson Addition which said lot is identical in description and location with Lot Number 1 in this plat as amended.

IN WITNESS WHEREOF, the said Clinton Robinson and Mabel Robinson, husband and wife, C. Dale Robinson and Marilyn J. Robinson, husband and wife, and Merrill J. Crouch and Marilyn L. Crouch, husband and wife, hereunto affixed their hands and seals to the above instrument this 22nd day of November, 1971.

Clinton Robinson (SEAL)  
Clinton Robinson

Mabel Robinson (SEAL)  
Mabel Robinson

C. Dale Robinson (SEAL)  
C. Dale Robinson

Marilyn J. Robinson (SEAL)  
Marilyn J. Robinson

Merrill J. Crouch (SEAL)  
Merrill J. Crouch

Marilyn L. Crouch (SEAL)  
Marilyn L. Crouch

DULY ENTERED FOR TAXATION  
THIS 23 DAY OF 7/11 1971

Robert N. Skinner  
LAWRENCE COUNTY AUDITOR

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAWRENCE )

Before me the undersigned Notary Public in and for said County and State this 22nd day of November, 1971, personally appeared Clinton Robinson and Mabel Robinson, husband and wife, C. Dale Robinson and Marilyn J. Robinson, husband and wife, and Merrill J. Crouch and Marilyn L. Crouch, husband and wife, and acknowledged the execution of the above and foregoing amended plat of Robinson Addition to the Town of Oolitic, as their voluntary act and deed for the uses and purposes therein set out.

Robert N. Skinner  
Robert N. Skinner Notary Public

My Commission Expires:  
January 5, 1975

THIS INSTRUMENT PREPARED BY ROBERT N. SKINNER, ATTORNEY AT LAW.