

CURVE DATA

#	A	B	T	L	LONG CHORD	RAD. POINT N.E.	#	A	B	T	L	LONG CHORD	RAD. POINT N.E.
1	289°42'	81.00'	—	222.80'	8 1/4" R	276.121'	20	10°42'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
2	37°34'30"	81.00'	16.20'	26.30'	8 1/4" R	276.121'	21	11°37'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
3	67°40'30"	81.00'	25.50'	64.74'	8 1/4" R	276.121'	22	17°23'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
4	97°30'30"	81.00'	35.00'	110.00'	8 1/4" R	276.121'	23	24°52'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
5	127°00'30"	81.00'	44.25'	162.11'	8 1/4" R	276.121'	24	34°42'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
6	156°00'30"	81.00'	53.25'	222.80'	8 1/4" R	276.121'	25	46°30'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
7	183°00'30"	81.00'	62.00'	300.00'	8 1/4" R	276.121'	26	60°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
8	207°00'30"	81.00'	70.50'	390.00'	8 1/4" R	276.121'	27	75°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
9	227°00'30"	81.00'	78.75'	495.00'	8 1/4" R	276.121'	28	90°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
10	243°00'30"	81.00'	86.75'	622.50'	8 1/4" R	276.121'	29	105°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
11	255°00'30"	81.00'	94.50'	777.00'	8 1/4" R	276.121'	30	120°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
12	263°00'30"	81.00'	102.00'	954.00'	8 1/4" R	276.121'	31	135°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
13	267°00'30"	81.00'	109.25'	1150.50'	8 1/4" R	276.121'	32	150°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
14	267°00'30"	81.00'	116.25'	1372.50'	8 1/4" R	276.121'	33	165°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
15	263°00'30"	81.00'	123.00'	1626.00'	8 1/4" R	276.121'	34	180°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
16	255°00'30"	81.00'	129.50'	1906.50'	8 1/4" R	276.121'	35	195°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
17	243°00'30"	81.00'	135.75'	2208.75'	8 1/4" R	276.121'	36	210°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
18	227°00'30"	81.00'	141.75'	2528.25'	8 1/4" R	276.121'	37	225°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
19	207°00'30"	81.00'	147.50'	2860.50'	8 1/4" R	276.121'	38	240°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
20	183°00'30"	81.00'	153.00'	3300.00'	8 1/4" R	276.121'	39	255°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
21	156°00'30"	81.00'	158.25'	3840.75'	8 1/4" R	276.121'	40	270°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
22	127°00'30"	81.00'	163.25'	4476.25'	8 1/4" R	276.121'	41	285°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
23	97°30'30"	81.00'	168.00'	5202.00'	8 1/4" R	276.121'	42	300°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
24	67°40'30"	81.00'	172.50'	6015.00'	8 1/4" R	276.121'	43	315°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'
25	37°34'30"	81.00'	176.75'	6912.75'	8 1/4" R	276.121'	44	330°00'30"	24.00'	24.00'	32.57'	8 1/4" R	4,000.00'

OAK BEND ESTATES,
SECTION 4

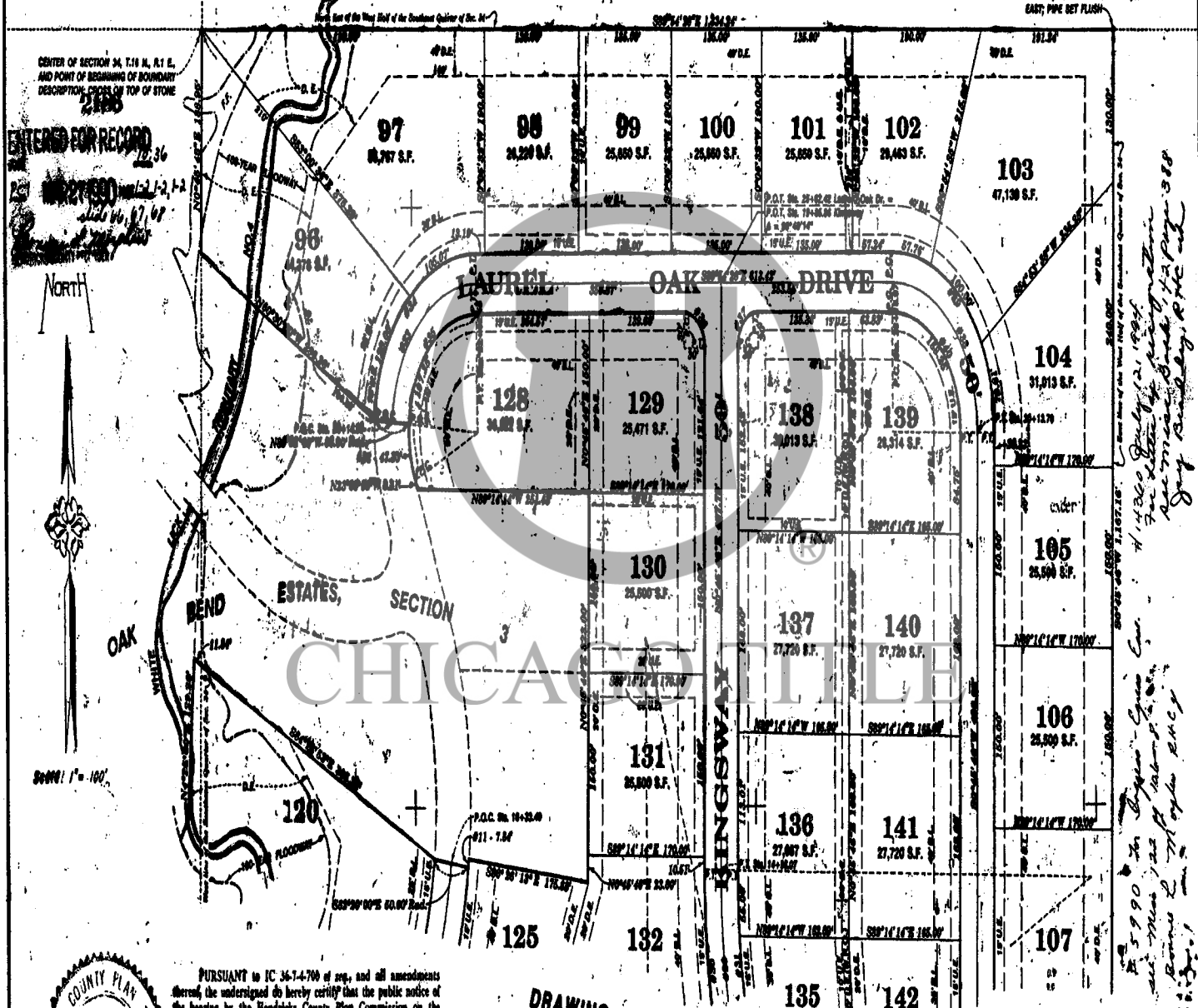
A DIVISION OF A PART OF THE
NORTH 1/2 OF SEC. 34, T. 10 N., R. 1 E.,

HENDRICKS COUNTY,
INDIANA

SCALE IN U. S. SURVEY FEET
0 50 100 150 200

CHESTER A. PARSONS, P.E.
STANLEY M. SHARTLE, P.E.
DESIGN ENGINEERS

NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 1 EAST, PIPE SET FLASH.



PURSUANT TO IC 36-7-4-706 et seq., and all amendments thereto, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Plan Commission on the herein-named owner's application for approval of this plat duly compiled with IC 36-7-4-706 and all amendments thereto; and that said plat was approved as said hearing with a majority of the members of said Commission concurring in said approval.

Given under our hands and seal this 12th day of MARCH, 1990.

C. Richard Whitcher
C. Richard Whitcher, President

Robert E. James
Robert E. James, Secretary



Given under my hand and seal July 10, 1989.

Stanley M. Shartle
Stanley M. Shartle, Registered Land Surveyor No. 3431, State of Indiana

LEGEND

B.L.	BUILDING LINE
U.L.	UTILITY EASEMENT
U.L.W./L.O.	UTILITY EASEMENT (WORKING ROOM ONE)
D.E.	DRAINAGE EASEMENT
F.F.	FLOODWAY FRINGE

SHEET - 1

OAK BEND ESTATES, SECTION 4

SURVEYOR'S CERTIFICATE

I, the undersigned, do hereby certify that the following description and the accompanying plat of survey of Oak Bend Estates, Section 4, comprise a Class C Survey that conforms with 864 IAC 1.1-13, as amended, and represent a subdivision of a part of the East Half of the Southwest Quarter, and a part of the West Half of the Southeast Quarter of Section 34, Township 16 North, Range 1 East, Hendricks County, Indiana, described as follows:

Beginning at a cross on a stone found at the center of said section; thence South 89 degrees 54 minutes 28 seconds East along the north line of the West Half of the Southeast Quarter of said section 1,334.24 feet to a pipe set at the northeast corner of said last-mentioned half-quarter section; thence South 0 degrees 45 minutes 46 seconds West along the east line of said last-mentioned half-quarter section 1,167.16 feet to a pipe that is North 0 degrees 45 minutes 46 seconds East 179.01 feet from a cross on a stone found at the center of the Southeast Quarter of said section; thence North 89 degrees 10 minutes 18 seconds West 440.34 feet (along the line called South 89 degrees 48 minutes 46 seconds West 442.32 feet in that certain deed entered for record in Deed Record 291, page 286, in the office of the Recorder of the aforesaid county) to the proposed east boundary of Kingsway; thence along said proposed east boundary Southerly 25.01 feet along an arc to the right having a radius of 410.00 feet and subtended by a long chord having a bearing and length of South 1 degree 32 minutes 55 seconds West 25.00 feet to the northwest corner of Lot 29 in Richfield Estates, Section 2, Amended, the plat of which is entered for record in Plat Book 9, page 89, in said Recorder's office; thence North 86 degrees 42 minutes 15 seconds West 60.00 feet (along the line called, in reverse direction, South 86 degrees 24 minutes 37 seconds East 60.00 feet on said last-mentioned plat) to the west boundary of Kingsway; thence along said west boundary Southwesterly 205.55 feet (205.11 feet by said last-mentioned plat) along an arc to the right having a radius of 350.00 feet and subtended by a long chord having a bearing and length of South 20 degrees 07 minutes 12 seconds West 202.61 feet to the easternmost corner of that certain parcel of land described in Deed Record 286, pages 155-56, in said Recorder's office; thence North 56 degrees 15 minutes 40 seconds West 135.77 feet (along the line called, in reverse direction, South 56 degrees 05 minutes 10 seconds East 135.77 feet in said last-mentioned deed); thence South 89 degrees 49 minutes 30 seconds West 320.00 feet (along the line called, in reverse direction, South 90 degrees 00 minutes 00 seconds East 320.00 feet in said last-mentioned deed); thence South 36 degrees 56 minutes 39 seconds West 250.00 feet (along the line called, in reverse direction, North 39 degrees 07 minutes 09 seconds East 250.00 feet in said last-mentioned deed) to a reentrant corner in the north line of Lot 35 in Richwood Estates, Section Two, the plat of which is entered for record in Plat Book 9, page 87, in said Recorder's office; thence North 53 degrees 39 minutes 43 seconds West 70.35 feet (along the boundary of said Lot 35 called, in reverse direction, South 53 degrees 29 minutes 13 seconds East 70.35 feet on said last-mentioned plat) to the northwest corner of said Lot 35, the same being the northeast corner of Richwood Estates, Section One, the plat of which is entered of record in Plat Book 8, page 63, in said Recorder's office; thence North 82 degrees 12 minutes 53 seconds West along the boundary of said Richwood Estates, Section One, 370.87 feet (called 370.43 feet on said last-mentioned plat) to the northwest corner of Lot 10 in said Richwood Estates, Section One, the same being the easternmost corner of Lot 85 in Oak Bend Estates, Section 2, the plat of which is entered for record in Plat Book 14, pages 46-50, in said Recorder's office; thence North 64 degrees 28 minutes 22 seconds West along the northeastern line of said Oak Bend Estates, Section 2, a distance of 150.59 feet to a steel post; thence North 28 degrees 08 minutes 39 seconds East 778.72 feet; thence North 4 degrees 23 minutes 00 seconds East 129.28 feet; thence South 64 degrees 16 minutes 53 seconds East 385.38 feet; thence South 82 degrees 20 minutes 00 seconds East 50.00 feet; thence Northeasterly 7.84 feet along an arc to the left having a radius of 406.97 feet and subtended by a long chord having a bearing and length of North 7 degrees 06 minutes 53 seconds East 7.84 feet; thence South 83 degrees 26 minutes 15 seconds East 175.88 feet; thence North 0 degrees 45 minutes 46 seconds East 323.00 feet; thence North 89 degrees 14 minutes 14 seconds West 251.48 feet; thence North 23 degrees 00 minutes 00 seconds West 8.51 feet; thence Northwesterly 47.33 feet along an arc to the right having a radius of 100.00 feet and subtended by a long chord having a bearing and length of North 9 degrees 26 minutes 24 seconds West 46.89 feet; thence North 83 degrees 52 minutes 48 seconds West 30.00 feet; thence North 60 degrees 30 minutes 30 seconds West 286.26 feet to the west line of the Southeast Quarter of said section; thence North 0 degrees 45 minutes 46 seconds East along the west line 188.95 feet to the point of beginning, containing 38.926 acres, more or less. Subject to all legal highways, rights of way, and easements. All bearings herein are oriented to the bearing system of Hendricks County BRS Project 8032 for the relocation of County Road 100 North.

Said subdivision consists of 44 lots numbered consecutively from 96 to 128, both inclusive, from 122 to 125, both inclusive, and from 128 to 142, both inclusive. The locations and dimensions of said lots and the locations and dimensions of easements and street rights of way are indicated on the accompanying plat in figures denoting U. S. Survey Feet and decimal fractions thereof. The theoretical uncertainty of this survey is 0.14 feet. Northings and eastings shown hereon are based on a local system of plane rectangular coordinates in which the bearings are oriented to the bearing system of Hendricks County BRS Project 8032 for the relocation of County Road 100 North.

Given under my hand and seal this 10th day of July 1989:



Stanley M. Shartle
Stanley M. Shartle, Registered Land Surveyor No. 3431, State of Indiana

PROPRIETOR'S DEDICATION

The undersigned, PHW Development Corporation, by Paul T. Hardin, President, as owner and proprietor of the above-described real estate, does hereby certify that it has laid out, platted, and subdivided, and does hereby lay out, plat, and subdivide said 38.926-acre parcel of land into lots, streets, and easements in accordance with the accompanying plat. It further certifies that all undedicated street rights of way shown on said plat are hereby dedicated to the public for such use, and that certain strips of ground having the dimensions stated on said plat are hereby dedicated as easements for the following-described purposes:

(1) Those designated as Utility Easements are reserved unto utility companies, excluding transportation companies, for the installation, operation, and maintenance of sanitary sewers, ducts, and underground cables, conduits, and gas and water mains, excepting any easements marked Working Room. Only whereon no utility facilities shall be placed, the rights of the utility companies therein being limited to entry for the purpose of exercising the aforesaid rights of installation, operation, and maintenance upon an abutting utility easement;

(2) Those designated as Drainage Easements are reserved unto the Hendricks County Drainage Board for the control of surface water drainage, the maintenance of White Lick Tributary No. 4, and for the installation, operation, and maintenance of storm sewers, tile drains, and subsurface drains as defined by the Hendricks County Subdivision Control Ordinance; and

(3) Those designated as Landscape Easements are reserved unto the hereinafter-defined committee and the owners of the lots in this subdivision for landscaping, plantings, other beautifications, and maintenance of the earthen mounds constructed on said easements. Where landscape easements and drainage easements overlap, the rights of the Hendricks County Drainage Board in the drainage easements are superior to rights vested in the landscape easements. Modifications by lot owners to said plantings, landscaping, or mounds without prior committee approval and drainage board approval are prohibited. Said board may exercise its rights in drainage easements without committee approval.

Said strips of ground are subject at all times to the proper authorities and to the easements herein reserved. The lot owners shall take their titles subject to the rights of easement holders and to the rights of the owners of the other lots in this subdivision. No temporary or permanent structures shall be erected or maintained upon such utility, drainage, or landscape easements excepting fences installed in accordance with Section numbered 10 below and the facilities for which said easements are reserved, and no facility shall be placed on an easement in a position that will obstruct a property line or corner.

A petition addressed to the Hendricks County Drainage Board has been filed in duplicate with the County Surveyor, requesting that this subdivision's storm drainage system and the easements therefor, identified as "drainage easements" hereon, be accepted into the county's regulated drainage system so that a maintenance fund may be established by assessment under the authority of the Indiana Drainage Code, and so that said board may exercise other powers and duties as provided for in said code. This subdivision contains 3,231 linear feet of storm sewers, 8,370 linear feet of subsurface drains, 5,730 linear feet of swales, and 1,175 linear feet of White Lick Tributary No. 4.

The restrictive covenants and requirements given herein, together with those entered for record in Miscellaneous Record _____, page _____, in the office of the Recorder of the aforesaid county, shall operate, be in force for, and apply to this plat. Henceforth this subdivision shall be known and designated as OAK BEND ESTATES, SECTION 4, a subdivision of a part of the South Half of Section 34, Township 16 North, Range 1 East, Hendricks County, Indiana.

RESTRICTIVE COVENANTS

PHW Development Corporation does, by this indenture, and by those restrictive covenants and requirements entered for record in Miscellaneous Record _____, page _____, in said Recorder's office, restrict and covenant the lots and other areas within the boundary of Oak Bend Estates, Section



PURSUANT to IC 36-7-4-700 et seq., and all amendments thereof, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Plan Commission on the herein-named owner's application for approval of this plat duly complied with IC 36-7-4-706 and all amendments thereof, and that said plat was approved at said hearing with a majority of the members of said Commission concurring in said approval.

Given under our hands and seal this 12th day of MARCH, 1989.

C. Richard Whicker
C. Richard Whicker, President

Robert E. Jarwa
Robert E. Jarwa, Secretary

PARSONS & SHARTLE
ENGINEERS AND SURVEYORS
12831 ROCKVILLE ROAD IN AVON
INDIANAPOLIS, IN 46234



SHEET 3

OAK BEND ESTATES, SECTION 4

4, to itself and its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivisions:

1. DEFINITIONS. "Committee" shall mean the Architectural and Environmental Control Committee composed of the officers and directors of PHW Development Corporation or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event PHW Development Corporation is dissolved, the then existing committee members shall appoint an owner to take said member's position on the committee. Upon the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner.

"Owner" shall mean the person or collection of persons who has or have acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

"Flood Protection Grade," as defined by the Indiana Department of Natural Resources, means the elevation of the lowest point in a building at which flood waters may enter the interior of the building.

"Lowest Point in a Building" means (1) the lowest floor of a building (if a basement is included, the basement floor is the lowest floor); (2) the garage floor if the garage is the lowest level of the building; or (3) the floor level of any enclosure below an elevated building where the walls of the enclosure provide some resistance to the flow of flood waters.

2. LAND USE. All lots are restricted to residential use. See Section numbered 21 below. The subdivision of a lot is prohibited unless said division creates two building sites on three adjoining lots, which building sites comply with Hendricks County's zoning and subdivision control ordinances and with these covenants. Where a lot is subdivided, or where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, the side lot line set back restrictions specified in Section numbered 5 below shall not apply to said common lot line. Construction of buildings across drainage easements and utility easements that coincide with lot lines is prohibited.

3. DWELLING SIZE. No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence three stories or less in height. Dwellings on all lots shall have, at a minimum, attached two-car garages. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 2,000 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, shall be not less than 1,100 square feet, with no less than a total of 2,200 square feet of finished floor space in such two-story structure.

4. UTILITY BUILDING AND/OR BARN. A utility building, barn, or other accessory building will not be allowed on any lot, except one gazebo type structure and/or one in-ground pool accessory building/bath house. Said accessory building/bath house must be erected as a part of and in conjunction with a privacy fence surrounding an in-ground pool as provided for in Section numbered 25 below. Before commencement of its construction, any building allowed by this Section numbered 4 must be approved as to location and design by the committee as described in Section numbered 7 below.

5. BUILDING SETBACK DISTANCES. Between the front lot lines and the building lines shown on this plat, no buildings shall be erected, placed, altered, or be permitted to remain, nor shall any building be erected nearer than 15 feet to any side line of a lot on one side, and the total of both side setbacks shall be not less than 20 percent of the lot width, as measured at the building line. Architectural appearances projecting not more than 24 inches, stairways projecting not more than 4 feet, unenclosed and unroofed porches on the front sides of buildings, steps, and walks are exceptions to these setback requirements.

6. OCCUPANCY OF STRUCTURES. No dwelling shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the outside and substantially completed on the inside, and a Certificate of Occupancy has been issued therefor by the Hendricks County Building Commissioner. The use of any other structure or mobile home as a residence, either temporarily or permanently, is prohibited.

7. ARCHITECTURAL DESIGN. No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in this subdivision until the location plan, building plans, and specifications have been first submitted to, and approved by, the committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already built, and as to conformity with grading plans, first floor elevations, locations of water wells, deadening of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The committee's approval or disapproval as required in these covenants shall be in writing. If the committee, or its appointed representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications are submitted to it or, in any event, if no suit to enjoin the construction

has commenced before the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. IMPROVEMENT LOCATION PERMIT. In addition to the approval required in Section numbered 7 above, the Hendricks County Building Commissioner must issue an Improvement Location Permit before any structure, improvement, or land use may be altered, changed, placed, erected, or located in this subdivision. The Hendricks County Plan Commission has approved a soil and water conservation plan (erosion control plan) and a development plan showing house locations and first floor elevations, with slopes for positive surface drainage therefrom. Each owner is obligated to develop his lot in a way that assures that finished slopes, grades, and erosion control measures comply with said soil, water, and development plans after completion of all improvements and landscaping. See Section numbered 23 below. Said plans may be inspected in the office of said commission during regular office hours. Deviations from those plans require prior commission approval and may necessitate a site reevaluation and redesign by a Registered Professional Engineer or Registered Land Surveyor at the time of improvement location permit and certificate of occupancy application, which engineer or surveyor shall certify positive surface drainage and that wastewater will gravity flow from the first floor of the dwelling to a sanitary sewer. The Table of Elevations appearing on said development plan and at the end of these covenants, shows, for each lot, first floor elevations for houses if constructed at the locations shown on said development plan. Because of the proximity of lots 96, 97, 114, 115, 116, 117, 118, 119, and 120 to the floodway and floodway fringe of White Lick Tributary Number 4, the table also specifies for each said lot a flood protection grade furnished by the Indiana Department of Natural Resources. Section numbered 1 above defines the flood protection grade. Any house proposed for construction (with prior Plan Commission approval) on the 100-year floodway fringe between the floodway fringe line and the 100-year flood line shall have as its lowest floor elevation the flood protection grade given in said table. Section numbered 1 above defines lowest floor of a building. Construction of any kind in the floodway between White Lick Tributary Number 4 and the 100-year flood line shown herein is prohibited without prior approval of said Department of Natural Resources and said plan commission. While said Department of Natural Resources has determined the locations of the floodway fringe line and the 100-year flood line in accordance with the most modern technology available, neither the developers nor their engineers make any express or implied warranty with regard to the correctness of said limits. Lot owners should insure all dwellings (and the contents thereof), constructed at or near those limits, against possible flooding. The entrance of ground water into basements shall be prevented by special designs and construction.

9. WATER WELLS, WATER SUPPLY SYSTEMS, AND GEOTHERMAL HEAT PUMP SYSTEMS shall comply with minimum standards set forth in an ordinance passed and adopted by the Board of Commissioners of Hendricks County, Indiana, October 7, 1983, entitled Chapter 3.1, Minimum Standards for Well Supply Systems and Geothermal Heat Pump Systems. The pitless adapter vent of any well located within the 100-year floodway fringe between the floodway fringe line and the 100-year flood line shall have an elevation at or above the flood protection grade for the lot as given in the aforementioned Table of Elevations. Whenever a public water supply system is constructed within 100 feet of any lot in this subdivision, the owner shall make a direct connection to said water supply system within two (2) years of the availability date. The Hendricks County Plan Commission is hereby granted right of enforcement of this covenant.

10. FENCES require committee approval before erection as provided in Section numbered 7 above. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air, or view, or will otherwise hinder or damage the aesthetics of the subdivision. Fences erected in the front yards of dwellings shall be open wood fences of a decorative type not exceeding four (4) feet in height. Swimming pools shall be properly fenced to protect the safety of others as required by Section numbered 25 below. Fences in easements are erected at owners' risk as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the facilities for which the easements have been reserved.

11. CONSTRUCTION TIME. Any dwelling, fence, water line, sewer, ditch, or any structure excepting sidewalks, once approved and under construction, must be completed one (1) year from the date construction starts. For sidewalk construction time, see Section numbered 31 below.

12. STORAGE TANKS. Oil or gas storage tanks shall be buried or located in a dwelling or garage.

13. SIGNS. The only signs that may be erected by lot owners in this subdivision are: Those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more often than one day twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping. No sign shall exceed nine (9) square feet in size.

14. HUNTING AND TRAPPING are prohibited in this subdivision.

15. SIGHT DISTANCES. At driveways no one may place, construct, plant, maintain, allow, or suffer any improvements, landscaping, or other obstructions to vision (excepting mailboxes) between 2 and 8

PURSUANT TO IC 36-7-4-706 et seq, and all amendments thereof, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Plan Commission on the herein-named owner's application for approval of this plat duly complied with IC 36-7-4-706 and all amendments thereof, and that said plat was approved at said hearing with a majority of the members of said Commission concurring in said approval.

Given under our hands and seal this 12TH day of MARCH 1990.

C. Richard Whicker
C. Richard Whicker, President

Robert E. Jarman
Robert E. Jarman, Secretary



Given under my hand and seal July 10, 1989:

Stanley M. Shurtle
Stanley M. Shurtle, Registered Land Surveyor No. 3431, State of Indiana



SHEET 4

OAK BEND ESTATES, SECTION 4

feet above the finished grade with the purpose that at least 150 feet of sight distance will be provided in both directions along streets from points in the driveway 25 feet from the street curb. Where the committee determines that this rule for a driveway is impracticable or unreasonable, it may allow an alternative that offers the least hazard and interference with traffic.

16. ANIMALS. No one shall keep or maintain animals or poultry in this subdivision except household pets such as cats and dogs, but no pet shall be kept, bred, or maintained for commercial purposes. Household pets kept shall be confined by fence or leash and kept quiet so as not to disturb the peace and tranquility of the neighborhood. Should an animal be walked by leash, any debris or animal waste resulting therefrom shall be cleaned up, removed, and disposed of by the owner of said animal.

17. VEHICLE PARKING. No trucks larger than pickup trucks, disabled vehicles, unused vehicles, campers, trailers, recreational vehicles, boats, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot in this subdivision unless it is screened in such a way that it is not visible to the occupants of the other lots in the subdivision. No vehicle of any kind shall park on any road in this subdivision excepting for a reasonable length of time. The committee shall determine what constitutes adequate screening and reasonable length of time.

18. LANDSCAPING. The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting. Landscaping required for sidewalk construction shall be in accordance with Section numbered 31 below.

19. MAINTENANCE OF LOTS AND IMPROVEMENTS. Each lot owner shall maintain his lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. Garbage, trash, and other wastes shall be kept in odorless and sanitary containers which shall be emptied weekly by a refuse collection service. At least twice during each of the months of April through September, lot owners or their designated representatives shall mow their lots, whether or not improved.

20. NUISANCES. No one shall carry out, or allow to be carried out, any noxious or offensive activity on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the neighborhood.

21. BUSINESSES. No mercantile building shall exist, nor shall any manufacturing, wholesaling, or retailing business operate in this subdivision.

22. DEDICATED EASEMENTS. The owners of the lots in this subdivision will take their titles subject to the rights of utility companies, the Hendricks County Drainage Board, the Commissioners of Hendricks County, and the committee in those certain strips of ground designated "utility easements," "drainage easements," and "landscape easements" that are reserved hereinabove. No permanent or other structures may occupy said easements, excepting fences and the facilities for which the easements are reserved. Fences erected on easements may be removed by easement holders if necessary to the proper operation and maintenance of the facilities for which the easements are reserved. No facility shall occupy any easement in a position that will obstruct a property line or corner.

23. LOT GRADING. Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in this subdivision. See Section numbered 8 above.

24. DRIVEWAYS. Residential driveways shall be constructed of portland cement concrete, asphalt, or other hard-surface material which may be approved by the committee. Pavement shall be a minimum of four (4) inches thick excluding subbase material.

25. SWIMMING POOLS. No swimming pools, where the water level is either partially or completely above ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced to protect the safety of others. Before erection, such fence shall receive committee approval as required by Section numbered 10 above.

26. CRAWL SPACE, BASEMENT, AND FOUNDATION DRAINS. No crawl spaces, basements, eaves troughs, gutters, downspouts, or foundation drains shall be constructed to discharge water onto a street. Crawl space drains, foundation drains, and basement drains intercepting and carrying only excess ground water may connect to laterals already in place for that purpose. Said laterals connect with 6-inch diameter subsurface drains that parallel street curbs. Should any said laterals and/or subsurface drains become blocked, partially blocked, or damaged with resulting damage to another lot owner and/or to the drainage system of any street, the owner causing said blocking and/or damage shall be liable for all damages to the injured party or parties, the developer, or Hendricks County, and shall hold all contractors, engineers, developers, other lot owners, and said county harmless from liability therefrom.

27. BASEMENTS are allowed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required. For rules regarding basement floor elevations on certain lots, see Section numbered 8 above.

28. PROSCRIBED AND OTHER IMPROVEMENTS: No improvements of any kind shall be permitted in a dedicated street right of way excepting erosion control, driveway entrances, sidewalks, landscaping, and mailboxes. The minimum allowable distance between a street boundary and a signal receiver in the form of a satellite dish, or other similar device, is seventy (70) feet.

29. SANITARY SEWER CONNECTION. Every pipe connecting between a dwelling and a public sanitary sewer shall contain a check valve to prevent backflow.

30. UTILITIES CONNECTION INSPECTION. All materials and workmanship in the installation of connections between dwellings and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors, who shall have the right to require correction of any defects discovered.

31. SIDEWALKS. Each initial lot owner taking his title from the developer, by acceptance of a deed for said lot, even if not expressed in said deed, is deemed to covenant and agree to build and maintain in good condition a concrete walk at the sides of all streets upon which his lot abuts. Said walks shall conform with the lines and grades as established by the committee. Each said owner shall be responsible for slope modifications, erosion control, and decorative landscaping as required by the committee for sidewalk construction. Said walks shall conform with the development plans for this subdivision on file in the office of the Hendricks County Plan Commission and shall be placed on a 4-inch aggregate subbase. Sidewalks shall be constructed within sixty (60) days after completion of the dwelling on the lot, weather permitting, or within two (2) years of the date of said deed if no dwelling is constructed or before the conveyance of title to another party, whichever first occurs.

32. STAKING. PHW Development Corporation will set lot corner stakes one time. Wherever possible to be driven, corner stakes will consist of studded T steel fence line posts 5.5 feet long set so as to leave about 27 inches of post protruding above ground unless a different monument appears on the recorded plat. Said stakes will not only furnish a means for determining lot boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot owners shall have charge and care of stakes marking their respective lots and shall be responsible for their preservation. Lot owners may hire said corporation to replace stakes damaged or destroyed for any cause, or may engage any registered land surveyor to perform that work. Since such restoration will be at the lot owner's expense, said owners should become familiar with stake locations and do all things necessary to maintain and protect them. Laths, with or without flagging, driven beside steel stakes do not constitute corner stakes but serve only to signalize and identify corner stakes.

Accidental displacement of stakes and laths during the construction of public and private improvements, and intentional displacement due to vandalism, may cause conflicts between plat locations and staked locations of lot corners and lines. Neither the PHW Development Corporation nor its engineers or surveyors make any express or implied warranty with regard to the correctness of disturbed stakes. Therefore, lot owners and their independent contractors, including their engineers and surveyors, together with utility companies who may install facilities according to in place, shall recognize and act not only by the actual notice on the ground to which they are exposed, but also by the constructive notice afforded by the recorded plat of the subdivision. Before starting any excavation, building, or other improvement, they shall be responsible for comparing all linear and angular measurements between corner stakes found at the site with those shown on said recorded plat. They shall correct at once any discrepancies discovered in the stakes.

33. MUD CONTROL. Prior to, during, or after construction of any improvements on any lot, the owner of said lot or his agents shall construct a driveway or similar graded or other improved surface on said lot for the delivery of supplies that will disengage or hinder the tracking of mud or other debris from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the public streets or any area of Oak Bend Estates, said owner or his agent shall line the lot side of any curb adjoining that lot with bales of straw, appropriate fencing, or erect any other barrier to block vehicles leaving the lot excepting at the driveway or other appropriately surfaced area. Should mud or other debris be distributed on any public street or other area of Oak Bend Estates as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement. The committee may enforce this provision by any mechanism or procedure described in Section numbered 34 below. The owner further holds PHW Development Corporation, its agents, engineers, contractors, and Hendricks County, Indiana, harmless from any liability that might result from violation of or failure to conform with this or any other section of these restrictive covenants.

34. ENFORCEMENT. If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result



PURSUANT TO IC 36-7-4-700 et seq., and all amendments thereof, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Plan Commission on the herein named owner's application for approval of this plat duly complied with IC 36-7-4-700 and all amendments thereof, and that said plat was approved at said hearing with a majority of the members of said Commission concurring in said approval.

Given under our hands and seal this 12th day of MARCH, 1990.

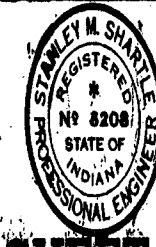
C. Richard Whicker
C. Richard Whicker, President

Robert E. Jarzes
Robert E. Jarzes, Secretary



Given under my hand and seal July 10, 1989:

Stanley M. Sharple
Stanley M. Sharple, Registered Land Surveyor, No. 3431, State of Indiana



SHEET 5

OAK BEND ESTATES, SECTION 4

in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep right distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The committee shall collect its cost thereof in any reasonable manner from the owner. Neither the committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 18% per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay the committee all fines that shall be made pursuant to this paragraph.

35. **TERM.** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

36. **SEVERABILITY.** Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

The undersigned person, executing this instrument on behalf of PHW Development Corporation, represents and certifies that he is a duly elected officer of said corporation and has been fully empowered by proper resolution of the Board of Directors of said corporation to execute and deliver this dedication.

IN WITNESS WHEREOF, the said PHW Development Corporation, by Paul T. Hardin, President, as owner and proprietor of the above-described real estate, has set its hand and seal this 12th day of March, 1990.

Paul T. Hardin
Paul T. Hardin, President

STATE OF INDIANA }
COUNTY OF HENDRICKS } SS:

Before me, the undersigned Notary Public within and for said County and State, personally appeared Paul T. Hardin, President of PHW Development Corporation, as owner and proprietor of the above-described subdivision, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein stated.

Patricia D. Hughes
Patricia D. Hughes, Notary Public
Residing in Hendricks County, Ind.

My Commission Expires August 1, 1993.

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING
DATE: 3/26/90 *Walter A. Ruder*
HENDRICKS COUNTY ENGINEER

This instrument prepared by Stanley M. Shurtle, PE, LS.

Table of Elevations

Lot	First Floor Elevation	Flood Protection Grade	Lot	First Floor Elevation	Flood Protection Grade
96	861.0'	830.0'	118	848.0'	825.0'
97	861.0	830.0	119	848.0	826.0
98	852.0		120	848.0	826.0
99	852.0		122	848.0	
100	853.0		123	850.0	
101	853.0		124	851.0	
102	854.0		125	850.0	
103	854.0		128	850.0	
104	853.0		129	850.0	
105	852.0		130	852.0	
106	851.0		131	851.0	
107	851.0		132	851.0	
108	852.0		133	848.0	
109	850.0		134	851.0	
110	848.0		135	850.0	
111	848.0		136	852.0	
112	848.0		137	852.0	
113	848.0		138	853.0	
114	850.0	834.0	139	853.0	
115	848.0	832.0	140	852.0	
116	848.0	818.0	141	851.0	
117	847.0	823.0	142	849.0	

The above elevations are based on the National Geodetic Vertical Datum of 1988.



PURSUANT to IC 36-7-4-700 et seq., and all amendments thereof, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Plan Commission on the herein-named owner's application for approval of this plat duly complied with IC 36-7-4-706 and all amendments thereof, and that said plat was approved at said hearing with a majority of the members of said Commission concurring in said approval.

Given under our hands and seal this 12TH day of MARCH 1990

C. Richard Whitcher *Robert E. Jarzen*
C. Richard Whitcher, President Robert E. Jarzen, Secretary



Given under my hand and seal July 10, 1989.

Stanley M. Shurtle
Stanley M. Shurtle, Registered Land Surveyor No. 3431, State of Indiana



SHEET 6