

Hand

CURVE DATA

#	A	B	C	L	LONG CHORD	RADIUS	PI. N.B.
1	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
2	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
3	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
4	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
5	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
6	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
7	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
8	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
9	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
10	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
11	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
12	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
13	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
14	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
15	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
16	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
17	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
18	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
19	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
20	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
21	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
22	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
23	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
24	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
25	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
26	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
27	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
28	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
29	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00
30	0°00'00"	100.00	100.00	0°00'00"	100.00	100.00	100.00

Table of Elevations

Lot	Top of Foundation	Top of Second
143	882.5	882.5
144	882.5	882.5
145	882.5	882.5
146	882.5	882.5
147	882.5	882.5
148	882.5	882.5
149	882.5	882.5
150	882.5	882.5
151	882.5	882.5
152	882.5	882.5
153	882.5	882.5
154	882.5	882.5
155	882.5	882.5
156	882.5	882.5
157	882.5	882.5
158	882.5	882.5
159	882.5	882.5
160	882.5	882.5
161	882.5	882.5
162	882.5	882.5
163	882.5	882.5
164	882.5	882.5
165	882.5	882.5
166	882.5	882.5
167	882.5	882.5
168	882.5	882.5
169	882.5	882.5
170	882.5	882.5
171	882.5	882.5
172	882.5	882.5
173	882.5	882.5
174	882.5	882.5
175	882.5	882.5
176	882.5	882.5
177	882.5	882.5
178	882.5	882.5
179	882.5	882.5
180	882.5	882.5
181	882.5	882.5
182	882.5	882.5
183	882.5	882.5
184	882.5	882.5
185	882.5	882.5
186	882.5	882.5
187	882.5	882.5
188	882.5	882.5
189	882.5	882.5
190	882.5	882.5
191	882.5	882.5
192	882.5	882.5
193	882.5	882.5
194	882.5	882.5
195	882.5	882.5
196	882.5	882.5
197	882.5	882.5
198	882.5	882.5
199	882.5	882.5
200	882.5	882.5

OAK BEND ESTATES, SECTION 5
 A SUBDIVISION OF THE SOUTH HALF OF THE NE 1/4 OF THE SE 1/4 OF SEC. 36, T.10 N., R.1 E.

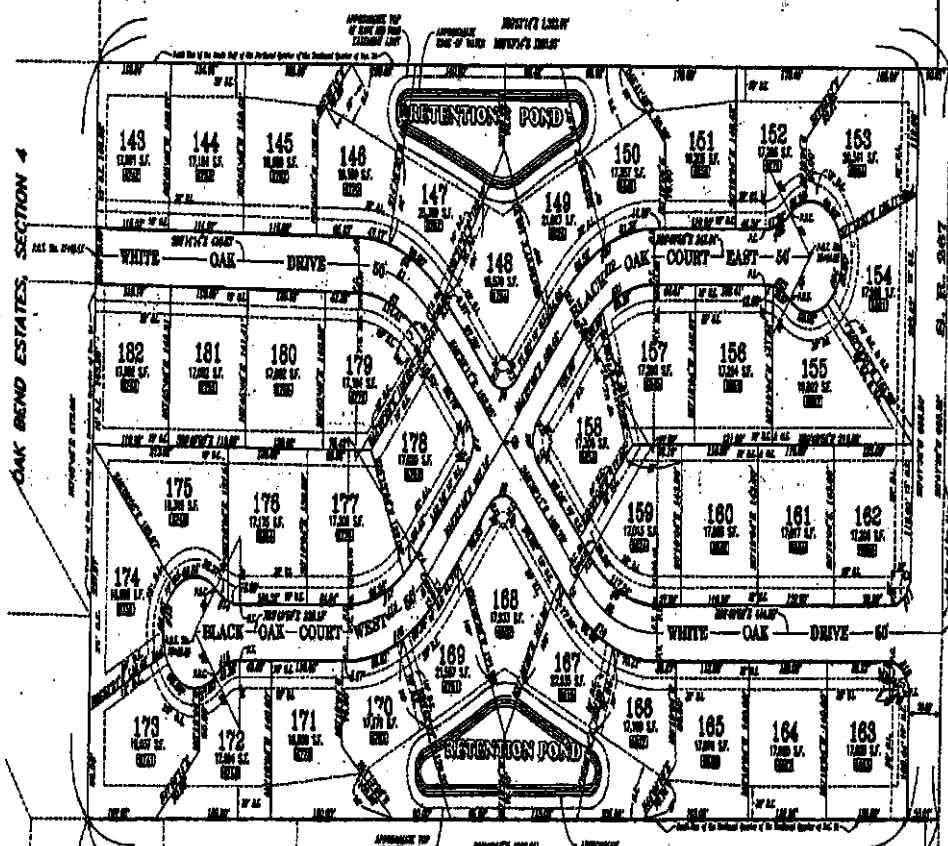
3123

HENDRICKS COUNTY, Indiana

ENTERED FOR RECORD

NOV 4 1990

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



RICHFIELD ESTATES (AMENDED)

FURTHER to IC 367-4-799 et seq, and all amendments thereof, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Planning Commission on the herein-proposed application for approval of the plan as compiled with IC 367-4-799 and all amendments thereof, and that said plan was approved at said hearing with a majority of the members of said Commission concurring approval.

Given under my hand and seal this 9th day of July, 1990.

Robert E. Jensen
 Robert E. Jensen, Secretary



Given under my hand and seal September 27, 1990.

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

LEGEND

○	SEE IN REFERENCE TO S. 1
○	SEE IN REFERENCE TO S. 2
○	SEE IN REFERENCE TO S. 3
○	SEE IN REFERENCE TO S. 4
○	SEE IN REFERENCE TO S. 5
○	SEE IN REFERENCE TO S. 6
○	SEE IN REFERENCE TO S. 7
○	SEE IN REFERENCE TO S. 8
○	SEE IN REFERENCE TO S. 9
○	SEE IN REFERENCE TO S. 10
○	SEE IN REFERENCE TO S. 11
○	SEE IN REFERENCE TO S. 12
○	SEE IN REFERENCE TO S. 13
○	SEE IN REFERENCE TO S. 14
○	SEE IN REFERENCE TO S. 15
○	SEE IN REFERENCE TO S. 16
○	SEE IN REFERENCE TO S. 17
○	SEE IN REFERENCE TO S. 18
○	SEE IN REFERENCE TO S. 19
○	SEE IN REFERENCE TO S. 20

SHEET 1

OAK BEND ESTATES, SECTION 5

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 grantees 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, clear, or perform such other acts as may reasonably be 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 well 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 10% per annum well 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.

33. **RETENTION PONDS.** Since the retention ponds constructed on Lots 146, 147, 148, 149, and 150 and on Lots 156, 157, 158, 159, and 170, which are shown on the annexed plat, may not be maintained by Hendricks County or any other public agency to the satisfaction of all owners of the lots affected thereby, despite the location of said ponds on dedicated drainage easements, use and maintenance thereof shall be governed by the following provisions: (a) The owner of any of such lot, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the FHW Development Corporation or from a subsequent owner of said lot, shall conclusively be deemed to have accepted such deed or executed such contract subject to the following conditions: (b) Retention ponds shown on the plat and referred to herein are defined as the areas within the tops of the side slopes bordering the ponds and are facilities set aside for retaining storm water and for recreational use and enjoyment of the owners of the fee title or other interest underlying said ponds. (c) The owners shall take their titles subject to the rights of the Hendricks County Drainage Board in any drainage easement on said lot and subject to a nonexclusive easement in favor of the other owners upon whose lots the pond is located. (d) No change may be made and no structure shall be installed in any pond or its inlet or outlet facilities that will obstruct or interfere with its retention of storm water or with its maintenance or free use by the owners of the easement thereon. (e) The ponds will be maintained perpetually in a safe, sanitary, and attractive condition by the owner as specified herein: (f) Maintenance includes, without limitation, the cost and expense of all material, labor, equipment, and machinery required for cleaning out plant growth, seeding banks to prevent erosion, mowing side slopes, and landscaping together with the costs to remove debris from inlet and outlet structures. (g) In determining the fraction of the cost of maintenance each owner must contribute, each lot will be assumed to have but one (1) owner having an undivided one fifth (1/5) interest in the easement in the pond area, even if title to a lot is shared by two or more grantees as tenants by the entirety, joint tenants, tenants in common, or otherwise. (h) Every grantee under one ownership shall be jointly and severally liable for the ownership's proportionate share of the maintenance costs and expenses. (i) An owner may serve notice by certified or registered mail to the other owners on his pond that maintenance is required. (j) Such notice shall specify and describe the maintenance needed, estimate the cost thereof, and name any contractors solicited (or propose a means for performing the work without a contractor). (k) Unless the notified owners object in writing within thirty (30) days after receipt of said notice, the notifying owner may proceed with the cost-shared maintenance. (l) If any notified owner objects in writing to the proposed maintenance, one or more owners may bring an action at law or equity for adjudication, and judgment shall include reasonable attorney's fees and costs of such action. (m) Should a pond become incapable of receiving or retaining storm water, or if it becomes unsafe or unsuitable for any reason, an owner may (without giving notice as provided above) proceed with any emergency repairs or maintenance necessary to render said pond safe and able to serve the purposes for which it was constructed. (n) The costs of repairing any and all damages to any pond caused by equipment and/or vehicles used in the construction of a house or other improvements on a lot, or caused by an owner's use of a pond, shall not be divided among the owners of the lots but shall be paid for solely by the owner whose house or other improvements are being constructed, or by the party responsible for such damages arising out of the exercise of rights reserved for the lot owners. (o) After completing the work described in (i), (m), or (n) above, the owner who did the work, or who had it done, may serve notice by certified or registered mail to the other owners that satisfactory repairs have been made, and that the total cost thereof has been paid as verified by a copy of a paid receipt attached to said notice, together with any reasonable itemized bill for the total amount of any work performed by the notifying owner, including labor, material, and equipment. (p) The notified owners shall, within thirty (30) days after receipt of said notice, reimburse

the owner who did the work or had it done, in an amount equal to one fifth (1/5) of the sum of said receipt and said itemized bill, if any, or in an amount equal to 100 percent where work was performed to remedy damages described in (i) above. (q) If a notified owner fails to pay his share within thirty (30) days after receipt of such notice, then said costs, and the expenses of collection thereof, shall nevertheless become a continuing lien on that owner's lot which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. (r) The personal obligation of the then owner to pay such expense, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. (s) If the expense is not paid within said thirty (30) day period, then interest at the rate of eighteen (18%) percent per annum may be added to the subsequent balance and the owner who had the maintenance done may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot; and in that event, judgment shall include interest on the total amount as above provided, reasonable attorney's fees, and cost of the action. (t) The lien of the expense provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot subject to such expense; provided, however, that such subordination shall apply only to the expenses that become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. (u) Such sale or transfer shall not relieve such lot from liability for any expense thereafter becoming due, nor from the lien or any such subsequent expense. (v) Each owner shall save the other owner, and the FHW Development Corporation, its employees, agents, contractors, engineers, mechanics, and assigns, harmless from any and all liability and claims for damages due to death or injury to persons or damage to property resulting from acts of the owner, his contractor, and assigns. (w) FHW Development Corporation, its successors and assigns, reserve the right to go upon the drainage easements and pond easements, as herein delineated, for the purpose of removing water from said ponds so long as the same does not substantially lower the level of the water in those ponds or cause substantial damage to those lot owners herein designated.

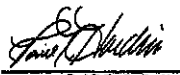
34. **TERM.** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (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.

35. **SEVERABILITY.** Violation 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 FHW 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.

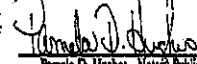
IN WITNESS WHEREOF, the said FHW Development Corporation, by Paul T. Hardin, President, as owner and proprietor of the above-described real estate, has set its hand and seal this

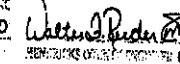
1st day of October, 1990.

JULY ENTERED FOR TAXATION
 With Copy Transmitted 11/10/90
 My Comm. Expires August 1, 1991

 Paul T. Hardin, President

STATE OF INDIANA
 COUNTY OF HENDRICKS

Before me, the undersigned Notary Public within and for said County and State, personally appeared Paul T. Hardin, President of FHW 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.

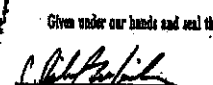

 Pamela D. Hughes, Notary Public
 Residing in Hendricks County, Ind.

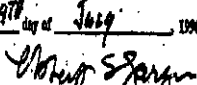
My Commission Expires August 1, 1991.
 WITNESSED AND MY OFFICE IS OPEN AND THE RECORDS ARE
 DATE 11-9-90 
 HENDRICKS COUNTY, INDIANA

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


FURTHER 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 Planning 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 9th day of July, 1990.



 Richard Whicker, President


 Robert E. Jerzan, Secretary

Given under my hand and seal this 27th day of September 1990:


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





SHEET 5

9642

RESTRICTIVE COVENANT MODIFICATION
OAK BEND ESTATES, SECTION 5

PHW Development Corporation does hereby respectfully change the restrictive covenants for Section 5 of Oak Bend Estates as follows:

1. That on November 14, 1990 a plat of Oak Bend Estates, Section 5 was recorded.

2. That on that plat was expressly stated certain restrictive covenants affecting all lots in Section 5 of Oak Bend Estates.

3. That Item 36 of those restrictive covenants allows for procedure to change those covenants as follows:

36. 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.

4. As owner of the majority of the lots in Oak Bend Estates, Section 5 and in accordance with Item 36 as described above, PHW Development Corporation does hereby change Item 36 to read as follows:

36. 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. Additionally, said covenants cannot be changed without the express written consent of PHW Development Corporation so long as PHW Development Corporation has any ownership interest in any one or more lots in Section 5, Oak Bend Estates.

IN WITNESS WHEREOF, the undersigned as owner of a majority of the lots in Section 5, Oak Bend Estates have executed this Restrictive Covenant Modification on this 23rd day of October, 1991.

PHW DEVELOPMENT CORPORATION

By: *Paul T. Hardin*
Paul T. Hardin, President

By: *Gusbell M. Webb, Jr.*
Gusbell M. Webb, Jr., Secretary

#14361 July 12, 1994
For letter of resignation
see more book 128 page 389
Jay Brudley R.H.C. inc.

ENTERED FOR RECORD
BOOK 128 OCT 28 1991 8:00
128
HERNDON COUNTY RECORDER

STATE OF INDIANA)
) SS
COUNTY OF HENDRICKS)

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

My Commission Expires
August 1, 1993

Signature *Patricia D. Hughes*

Printed Name Patricia D. Hughes, Notary Public

Residence of Hendricks, Indiana



This instrument prepared by Hardin & Webb, Attorneys.