SECTIO: ESTATES,

idiana, do hereby certify Bend Estates, Section 1. smeary 17, 1986, by the rision of a part of the

is South 89 degrees 17 ection: thence North 53 s 38 minutes 42 seconds 84 feet; thence North 15 s 25 minutes 05 seconds 43 (eqt; thence North 86 minutes 43 seconds East section that is North 0 ther of said half-quarter thence South 18 degree s 17 seconds East 204.52 ace South 76 degrees 28 s, Section 1, the plat of of the aforesaid county; 94,50 feet; thence South mence South 3 degrees 42 t8 degrees 38 minutes 08 minutes 52 seconds East 00 North as described in 0, pages 130-32, in said long said north boundary 87 degrees 33 minutes 20 es 27 minutes 98 seconds minutes 20 seconds West is 02 seconds West along seconds West along said er section; thence South the southeast corner of 5 seconds West 1,331.06 ice North 89 degrees 17 o the point of beginning; of way, and essements, warranted, and conveyed at certain Right of Way fice. The portion of the dains 25.084 acres, more

23, both inclusive. The reet rights of way are at and decimal fractions ings and eastings shown which the bearings are the relocation of County

Marile. te of Indians

President, as owner as as laid out, platted, and parcel of land into lots ies that all undedicated c for such use, and that

ity companies, excluding of poles, anchors, wires, samilary sewers, any for the wastewater

ion, and maintenance of

- (3) Those designated as Drainage Easements are reserved for the Hendricks County Drainage Board for 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 Bendricks County Subdivision Control Ordinance.

 (4) Those designated as Slope Easements are reserved for Hendricks County for street and
- culvert maintenance on said essements where street culverts and earth fills over them encroach

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 permanent or other structures shall be erected or maintained upon such utility, sanitary sewer, drainage, or slope easements excepting fences and the facilities for which they are reserved, and no facility shall be installed 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 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 duttes as provided for in said code. This subdivision contains 1,190 lineal feet of storm sewers, 120 lineal feet of culvert pipe, 3,823 lineal feet of subsurface drains, 325 lineal feet of open ditches, and 775 lineal feet of White Lick Tributary No. 4.

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

RESTRICTIVE COVENANTS

PHW Development Corporation does also 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 said subdivision 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 subdivision:

- 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 of 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 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 acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.
- 2. LAND USE. Lots shall be used only for residential purposes, and no lot shall be subdivided. 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. Lot lines coinciding with sanitary sewer easements, drainage easements. and utility easements may not be built across,
- 3. DWELLING SIZE. No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence not to exceed three stories 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 1,750 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 800 square feet, with no less than 8 total of 1,800 square feet of finished floor space in such two-story structure. 1,900 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.
- 5. BUILDING SETBACK DISTANCES. Between the front lot lines and the building lines shown on this piat, no buildings shall be erected, piaced, altered, or be permitted to remain, nor shall any building be created mearer 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 appurtenances projecting not more than 24 inches, starways projecting not more than 4 feet, unenclosed and unroofed porch siabs on the front sides of buildings, steps, and walks are exceptions to these setback requirements. No house shall be constructed nearer than 15 feet from the Undisturbed Area shown hereon.
- 6. OCCUPANCY OF STRUCTURES. No dwelling shall be occupied or used for residential purposes or human inhibitation 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 Hondricks County Building Commissioner. No other structure or mobile home shall be used at any time as a residence, either temporarily or permanently.

- 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 existing, and as to conformity with grading plans, first floor elevations, locations of water walls, destruction of trees and other vegetation, and any other such matter as may affect the environment or acology of the subdivision. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully compiled with.
- 8. IMPROVEMENT LOCATION PERMIT. In addition to the approval required in Section numbered 7 above, an improvement Location Permit must be issued by the Hendricks County Building Commissioner before any structure, improvement, or land use may be altered, changed, placed, erected, or located in this subdivision. A soil and water conservation plan terosion control plan) and a development plan showing house locations and first floor elevations, with slopes for positive surface drainage therefrom, has been approved by the Hendricks County Plan Commission. 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 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 18, 11, 12, 13, 29, 21, and 22 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. For any house to be constructed (with prior Plan Commission approval) on the 100-year floodway fringe line and the 100-year flood line shell have as its first floor elevation the flood protection grade given in said table. 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. Lot owners should insure all houses (and the contents thereof), constructed at or near those limits, against possible flooding. Wherever in this subdivision any basement floor elevation will be below the tabulated flood protection grade even if the basement is situated outside the floodway and floodway fringe, said basement shall be specially designed and constructed to prevent the entrance of ground water. 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.

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 Hoard of Commissioners of Hendricks County, Indiana, Gottober 7, 1985, entitled Chapter 3.1, Minimum Standards for Well Supply Systems and Geothermal Heat Pump Systems. The pitless adapter vent on 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, a direct connection shall be made by the owner to said water supply system within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the

Hendricks County Plan Commission.

- 16. FENCES require committee approval before creetion 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. No fence shall be creeted in the front yard of a dwelling excepting 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 26 below.
- 11. CONSTRUCTION TIME. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts.
- STORAGE TANKS. Oil or gas storage tanks shall be bursed or located in a dwelling or career.
- 13. SIGNS. The only signs permitted to be eracted or displayed 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 frequently 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 excepting the latter type shall exceed five (5) square feet in size.
 - 14. HUNTING AND TRAPPING are prohibited in this subdivision.
- 15. SIGHT DISTANCES, in designated Sight Distance Clear Areas, no one may place, construct, plant, maintain, allow, or suffer any improvements, landscaping, or other obstructions to vision (excepting mailboxes mounted on simple posts) between 2 and 8 feet above the finished grade. This restriction also applies at driveways so as to provide 150 feet of sight distance in both directions along streets from points in the driveways 25 feet from the street curb. Where the committee determines that this fuse for a driveway is impracticable or unreasonable, it may allow an alternative that offers the least hazard and interference with traffic.

- 16. ANIMALS, No animals or pohousehold pets such as cats and dogs maintained for commercial purposes.
- 17. VEHICLE PARKING. No treeless, compers, trailers, recreations perked on any road, street, private drive way that it is not visible to the occup kind shall park on any road in this a committee shall determine what constit
- 18. LANDSCAPING. The lot own completion of a house thereon, weather
- 19. MAINTENANCE OF LOTS maintain the lot and any improvement removing all idebrs, rubbish, dead trees detract from or diminish the aesthetic all improvements in a good state of odortess and sanitary containers which lots, whether improved or not, shall be at least twice during each of the month If any owner of a lot in this subd
- If any owner of a tot in this subd stuated thereon in accordance with the but not the obligation, by and through lot and repair, mow, clean, or perform lot, and/or any improvements situated. The cost thereof to the committee she Neither the committee nor any of its damage that may result from any main against any lot, together with interest become and remain a lien upon that lot in full, and shall also be a personal oblibeur interest at the rate of 12% per ar such charge has remained due and paye may institute such procedures, either a the amount owing, in any court of committee charge shall, in addition to the amone obligated to pay any expenses or co-collecting the same. Every owner of a interest in such lot, whether he an ow such interest agrees, that any such acquisition of such interest are valid I owner of a lot in this subdivision is I purchase, or acquiring such title, such the committee all fines that shall be me
- 20. NUISANCES. No noxious or officut on any lot, nor shall anything be don ananoyance or nuisance to the neighbor
- 21. BUSINESSES, No mercantile wholesaling, or retailing business be car
- 22. DEDICATED EASEMENTS. The subject to the rights of public utility of County Brainage Board, and the Compround designated "utility easements," "casements" which are reserved hereinal constructed on said easements except been reserved. Fences creeted on case the proper operation and maintenance of No facility shall be installed on any occurier.
- 23. LOT GRADING, Lots shall to cause pending or stoppage of said runof
- 24. UNDISTURBED AREA shown limbs, small vegetation, or soil, shall buse of utility exsements crossing the star foundation drains, basement floor water wells and water lines. No trees I installation of said drain outlets and/or immediately to retard crossion. No duallowed in this area. This covenant shall government in taking any action, or in public health or safety, flood protection
- DRIVEWAYS. Residential dri of asphalt paving. Pavement shall be a
 - 28. SWIMMING POOLS. No sweet

ESTATES.

SECTIO)

location plan, building plans, committee as to harmony with aiready existing, and as to er wells, destruction of trees avironment or ecology of the fails to approve or disapprove and specifications have has been commenced prior to covenants shall be deemed to

approval required in Section ad by the Hendricks County se may be altered, changed, ervation plan (erosion control r elevations, with slopes for eks County Plan Commission. quier office hours. Deviations tate a site reevaluation and ad Surveyor at the time of which engineer or surveyor y flow from the first floor of

constructed at the locations 11, 12, 13, 20, 21, and 22 to , the table also specifies for riment of Natural Resources. al) on the 100-year Acodway shall have as its first floor of any kind in the floodway e shown herein is prohibited where should insure all houses possible floading. Wherever dated flood protection grade. ringe, said basement shall be vater. While said Department fringe line and the 100-year se correctness of said limits.

RMAL HEAT PUMP SYSTEMS and sdopted by the Board of titled Chapter 3.1. Minimum The pitless adapter vent on Spoodway fringe line and the otection grade for the lot as

100 feet of any lot in this ater supply system within two nant is hereby granted to the

ovided in Section numbered ? will obstruct reasonable light, subdivision. No fence shall be es of a decorative type not suced to protect the safety of

ditch, or any structure, once the date construction starts.

d or located in a dwelling or

in this subdivision are: those ution to advertise a property sale sign placed by the owner by an owner to advertise the excepting the latter type shall

Areas, no one may place, ping, or other obstructions to d 8 feet above the finished feet of sight distance in both the street curb. Where the or unreasonable, it may allow

15. ANIMALS. No animals or poultry shall be kept or maintained in this subdivision except household pets such as eats and dogs; provided, however, that pets cannot be kept, bred, or maintained for commercial nurposes.

17. VEHICLE PARKING. No trucks larger than pinkup trucks, disabled vehicles, unused vehicles, campers, trailers, represtional 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 adapting and reasonable length of time. 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.

MAINTENANCE OF LOTS AND IMPROVEMENTS. Each lot owner shall at all times

19. MAINTENANCE OF LOTS AND IMPROVEMENTS. Each lot owner shall at all times maintain the 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. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September.

If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon in accordance with these restrictive covenants, the committee shall have the right, but not the obligation, by and through list 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 cost thereof to the committee shall be collected 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 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 became and remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreefosure or otherwise, to collect the amount owing, in any court of competent jurisdi

20. NUISANCES. No noxious or offensive activity shall be carried out or allowed to be carried out 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.

BUSINESSES. No mercantile building shall be erected, nor shall any manufacturing, wholesaling, or retailing business be carried on in this subdivision.

DEDICATED EASEMENTS. The owners of the lots in this subdivision will take their titles subject to the rights of public utility companies (excluding transportation companies), the Hendricks County Drainage Board, and the Commissioners of Hendricks County in those certain strips of ground designated "utility easements," "sanitary sewer easements," "drainage easements," and "slope ground designated "utility easements," "sanitary sewer easements," drainage massements," and "slope easements" which are reserved hereinabove. No permanent or other structures may be erected or constructed on said easements excepting fences and the facilities for which the easements have been 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 have been reserved. No facility shall be installed on any easement in a position that will obstruct a property line or other.

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.

24. UNDISTURBED AREA shown bereon shall remain in its natural state and no trees, fallen 24. UNDISTURBED AREA shown bereen shall remain in its natural state and no trees, fallen limbs, small vegetation, or soil, shall be disturbed in said area except as may be necessary to the use of utility easements crossing the same, and as may be required for the installation of outlets for foundation drains, basement floor drains (excluding downspout and westwater drainage), and water wells and water lines. No trees larger than one (1) inch in diameter shall be removed for the installation of said drain outlets and/or water facilities, and backfilled trenches shall be seeded immediately to retard ecosion. No dumping of grass dippings, leaves, or rubbish of any kind is allowed in this area. This covenant shall not restrict the authority of the County, State, or Federal economic participation in the properties of the county of the County, State, or Federal government in taking any action, or in enforcing any law, ordinance, or regulation, to promote public health or safety, flood protection, good drainage, or environmental quality.

25. DRIVEWAYS. Residential driveways shall be constructed of portland cement concrete or of asphalt paving. Pavement shall be a minimum of four (4) inches thick excluding subbase material.

26. SWIMMING POOLS. No swimming pools, where the water level is either partially or

oak bend estates,

completely above ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the committee as required by Section numbered 10 above.

27. ACCESS TO LOTS 1, 10, AND 19. Vehicular access to and from lots 1 and 10 shall be limited to Red Oak Drive. The driveway serving lot 19 shall connect with County Road 100 North and shall be centered 278 feet west of the southeast corner of said lot.

- 28. CRAWL SPACE AND POUNDATION DRAINS. No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street. Crawl space and foundation drains may be connected to subsurface drains that are parallel with and three feet outside street curbs.
- 29. BASEMENTS may be constructed 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 shove.
- 30. SIGNAL RECEIVER. No signal receiver in the form of a satellite dish, or other similar device, shall be permitted closer than fifty (\$80) feet from the front property line.
- 31. UTILITIES CONNECTION INSPECTION. All materials and workmanship in the installation of connections between dwellings and public 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.
- 32. SIDEWALKS, Each lot owner, by acceptance of a deed for said lot, even if not expressed in said deed, is deemed to coverant and agree to build and maintain in good condition a concrete walk at the sides of all streets upon which his lot abuts, excepting that the owner of Lot II shall not be required to construct a walk along Timber Climb. All walks shall conform with the development plans for this subdivision on file in the office of the Hendric's County Plan Commission, and shall be completed within sixty (60) days after completion of the house on the lot. weather permitting.

33. ENFORCEMENT, if the parties hereto, or any of them, their beirs 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 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 night 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 cost thereof to the committee shall be collected in any reasonable manner from the owner. Neither the committee for 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 alse for a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 12% per annum until paid in full. If, in the opinion of 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 jurnsdiction. 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 such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens and shall be paid. Every person who may acquire any interest agrees, that any such 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 suc

- 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, 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.

IN WITNESS WHEREOF, the said PHW Development Corporation, as owner and proprietor of the above-described real estate, has set its hand and seal this 250 day of November , 1987

Paul T. Hardin, President

STATE OF INDIANA ; SS: COUNTY OF HENDRICKS)

Before me, the undersign appeared Paul T. Hardin, Presithe above-described subdivision, his voluntary act and deed for t

My Commission Expires:
NEWGOODS / 18 1990

Pursuant to IC 36-7-4-70 certify that the public notice aforesaid owner's application for amendments thereof, and that members of said Commission con

Dated this 2

	Q
Lot	First Floor Elevation
1	843.51
2	843.5
3	845.5
4	847.5
5	847.5
6	849.0
7	849.0
8	850.0
9	850.0
10	831.5
11	835.5
12	832.5





3947 AMENDMENT TO RESTRICTIVE CGVENANTS

OF

OAK BEND ESTATES, SECTION TWO

PHW DEVELOPMENT CORPORATION being on this date owner of a majority of the lots in the following described real estate:

SECTION TWO, Oak Bend Estates, a subdivision in Washington Township, Hendricks County, Indiana, as per plat thereof recorded November 2, 1988 in Plat Book 14, pages 46-50 in the Office of the Recorder of Hendricks County, Indiana.

do hereby declare the Restrictive Covenants as recorded on the Plat referred to above to be amended in part to read as follows:

- SECTION FOUR of those restrictive covenants is hereby amended to read as follows:
 - 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 26 hereinafter. Any building allowed by this Section must be approved as to location, and design by the architectural control committee as described in Section numbered Seven hereafter.
- B. SECTION FIVE of those restrictive covenants is hereby amended to read as follows:
 - 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 appurtenances projecting not more than 24 inches, stairways projecting not more than 4 feet, unenclosed and unroofed porch slabs on the front sides of buildings, steps, and walks are exceptions to these setback requirements. An exception to the side line setback shall be permitted on the north side of lot 29 where the minimum setback shall be no more than eight feet due to the unique topography of that lot.

IN WITNESS WHEREOF, the undersigned, as owners of a majority of the lots in the above described Section have set their hands and seals this 19th day of January, 1989.

PHW DEVELOPMENT CORPORATION

czec. Paul T. Hardin, President

Russell M. Webb, Jr., Secratary

Subscribed and sworn to before me, a Notary Public in and for said County and State, this Pieto day of January, 1989.

My Commission Expires: May 17, 1992 SEAL

Signature \ Janet Lynne Updike, Notary Public

Residing in Hendricks County, Indiana

THIS Instrument was prepared by Paul T. Hardin, Attorney at Law.

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:

- That on November 14, 1990 a plat of Oak Bend Estates, 1. Section 5 was recorded.
- That on that plat was expressly stated certain restrictive covenants affecting all lots in Section 5 of Oak Bend Estates.
- That Item 36 of those restrictive covenants allows for procedure to change those covenants as follows:

These covenants will run with the land and 36. TERM. 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:

> 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

President

M. Webb, Jr.,

ENTERED FOR RECORD HEIDRICKS COUNTY RECORDER

BOOK 128 PAGE 107

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 and Russell M. Webb, Jr., Secretary of PHW Development Corporation, as owner and proprieter 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

SEAL

signature tamela V. Olypho

Printed Name Pamela D. Hughes, Notary Public

Residence of Hendricks , Indiana

This instrument prepared by Hardin & Webb, Attorneys.

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