

CERTIFICATE OF SURVEY

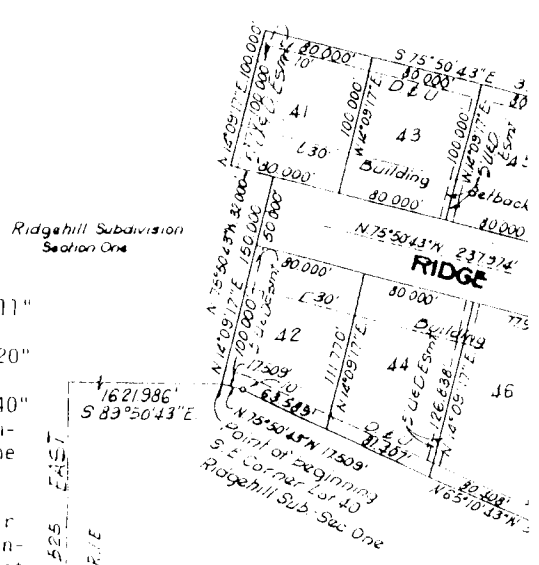
12-14-78

see Misc. B/1 p. 586 to for water utility easement.

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the Southeast Quarter of Section 9, Township 15 North, Range 1 East, in Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the East Half of the Southwest Quarter of said Section 9; thence North 00°09'17" East on and along the West line thereof a distance of 2157.992 feet; thence South 89°50'43" East a distance of 1621.986 feet to the point of beginning of this description, said point also being the Southeast corner of lot 40 in Ridgehill Subdivision - Section One (the next three courses are along the Easterly line of Ridgehill Subdivision - Section One); thence North 14°09'17" East a distance of 150.000 feet; thence North 75°50'43" West a distance of 32.000 feet; thence North 14°09'17" East a distance of 100.000 feet; thence South 75°50'43" East a distance of 322.978 feet; thence North 21°42'11" East a distance of 23.618 feet; thence North 53°28'16" East a distance of 238.196 feet; thence South 46°00'00" East a distance of 181.400 feet; thence North 64°04'20" East a distance of 80.071 feet; thence South 54°55'16" East a distance of 188.791 feet; thence South 34°50'42" East a distance of 353.548 feet; thence South 22°10'40" East a distance of 100.000 feet to the point of curvature of a curve concave Southeast (said point being North 22°10'40" West a distance of 177.895 feet from the radius point of said curve) said curve having a central angle of 34°40'04" and a radius of 177.895 feet; running thence Southwesterly on and along the arc of said curve a distance of 107.638 feet (said arc being subtended by a chord having a bearing of South 50°29'18" West and a length of 106.004 feet) to a point on a curve concave Northeasterly (said point being South 34°54'06" West a distance of 100.000 feet from the radius point of said curve) said curve having a central angle of 21°00'55" and a radius of 100.000 feet; running thence Northwesterly on and along the arc of said curve a distance of 36.678 feet (said arc being subtended by a chord having a bearing of North 44°35'26" West and a length of 36.473 feet); thence South 55°55'01" West a distance of 50.000 feet; thence South 67°49'20" West a distance of 110.177 feet; thence North 57°10'43" West a distance of 80.000 feet; thence South 32°49'17" West a distance of 130.000 feet; thence North 57°10'43" West a distance of 100.000 feet; thence South 32°49'17" West a distance of 100.000 feet; thence North 57°10'43" West a distance of 158.682 feet; thence North 19°10'43" West a distance of 250.000 feet; thence North 65°10'43" West a distance of 350.000 feet; thence North 75°50'43" West a distance of 17.509 feet to the point of beginning, containing in all 11.585 acres, subject, however, to all legal highways, rights-of-way and easements of record.

This subdivision consists of 40 lots, numbered from 41 to 80, both inclusive, and streets as shown hereon. The size of lots and width of street right-of-way are shown on this plat in figures denoting feet and decimal parts thereof.



Certified this 20th day of June, 1978.

MID-STATES ENGINEERING CO., INC.

[Signature]

Sol C. Miller
Registered Land Surveyor #9788 - Indiana

SW Corner
E 1/2 SW 1/4
Sec 9-15-1

9804 Dated May 15, 86
For Assign of Rights to
Appt. Bd. Comm. See
Misc 104 pgs. 738-9
Bonnie S. Morphew R.H.C. del.

6861 Oct. 15, 1980
For Declaration of Easements
See Misc. B/1 p. 586
Pages 413-6
Marilyn Abbott
R.H.C.

1192 Dated Aug. 22, 1985
For Assign of rights to appt.
Bldg. Comm. See Misc. B/1
Pg 621-2
Bonnie S. Morphew R.H.C. del.

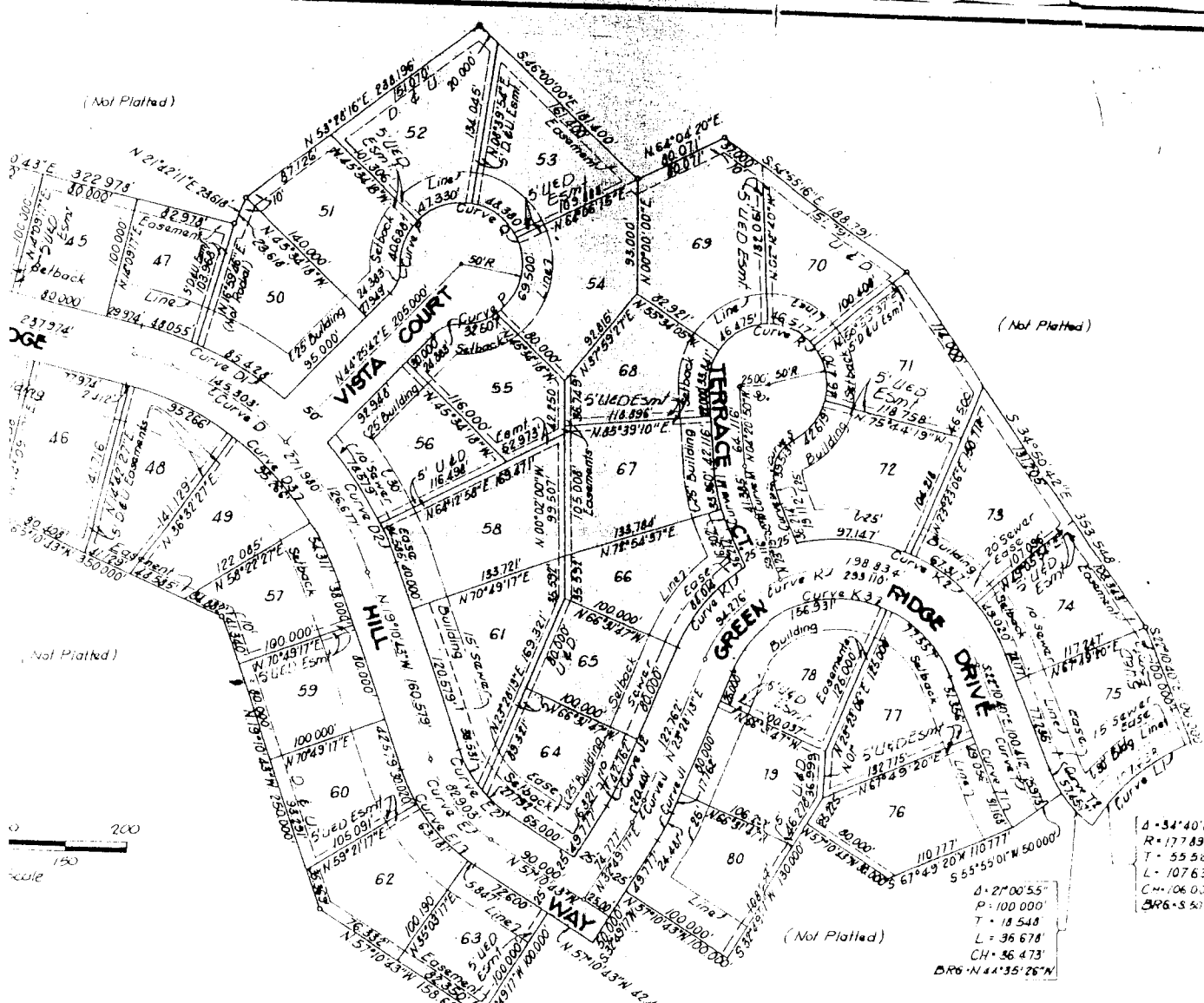
Curve
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This Instrument Prepared By:
ME Mid-States Engineering
Civil Engineering · Photogrammetry · Surveying
107 North Pennsylvania Avenue
Indianapolis, Indiana 46204

See # 84
1547 July 31, 1980
For Bldg. Sub Back Line Restriction see
Misc. Book 112 Page 457
Bonnie S. Morphew del.

Ridgehill S SECTION

8-27-80
See Misc 84 pg. 215 for
Surveyors certificate of
Correction M.B.



Δ = 34°40'04"
 R = 177.895'
 T = 55.584'
 L = 107.638'
 CH = 106.054'
 396-3-50724

Δ = 21°00'55"
 P = 100.000'
 T = 18.548'
 L = 96.678'
 CH = 86.473'
 DR6-N44°35'26"W

CURVE DATA

Curve	Delta	Radii	Tangent	Length	Chord	Ch. Brg.
01	56°40'00"	275.000'	148.279'	271.980'	261.030'	S. 47°30'43"E
02	25°29'36"	300.000'	67.865'	133.483'	132.384'	S. 65°05'55"E
03	21°36'46"	300.000'	57.263'	113.164'	112.495'	S. 29°59'06"E
04	56°40'00"	250.000'	134.799'	247.255'	237.300'	S. 47°30'43"E
05	38°00'00"	125.000'	43.041'	82.903'	81.392'	S. 38°10'43"E
06	38°00'00"	150.000'	51.649'	99.484'	97.670'	S. 38°10'43"E
07	38°00'00"	100.000'	34.433'	66.324'	65.114'	S. 38°10'43"E
08	09°21'04"	125.000'	10.223'	20.401'	20.378'	N. 28°08'45"E
09	09°21'04"	150.000'	12.268'	24.481'	24.454'	N. 28°08'45"E
10	09°21'04"	100.000'	8.179'	16.321'	16.303'	N. 28°08'45"E
11	134°21'07"	125.000'	297.015'	293.110'	230.425'	S. 89°21'14"E
12	33°37'08"	150.000'	45.315'	88.014'	86.757'	N. 40°16'47"E
13	81°32'41"	150.000'	129.350'	213.484'	195.917'	S. 62°57'01"E
14	134°21'07"	100.000'	237.612'	234.488'	184.340'	S. 89°21'14"E
15	18°58'10"	125.000'	20.884'	41.385'	41.196'	N. 13°49'55"W
16	18°58'10"	150.000'	25.060'	49.662'	49.435'	N. 13°49'55"W
17	10°57'02"	100.000'	9.585'	19.112'	19.083'	N. 17°50'28"W
18	46°34'03"	30.000'	12.910'	24.383'	23.717'	
19	273°08'07"	50.000'		238.355'	68.750'	
20	247°26'45"	50.000'		215.937'	83.173'	
21	75°27'53"	30.000'	23.214'	39.513'	36.718'	N. 25°21'59"E
22	11°54'19"	125.000'	13.034'	25.973'	25.926'	N. 16°19'26"W
23	11°54'19"	150.000'	15.640'	31.168'	31.112'	N. 16°19'26"W
24	11°54'19"	100.000'	10.427'	20.779'	20.741'	N. 16°19'26"W

at 5425 8-29-80
 Sub 262
 For Certificate of Correction
 See Mem. 84 page 215
 Maricella Abbott R.N.

9322
ENTERED FOR RECORD
 BOOK 12-34
 10 DEC 16 1979 11:25 A
 Maricella Abbott
 RECORDER HENDRICKS COUNTY

Duly entered for taxation this 10th
 day of December 1979
 Patricia J. Neal
 AUDITOR HENDRICKS COUNTY

Subdivision

N TWO

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED
 FOR RECORDING
 DATE: 12/10/79
 Walter F. Baer
 HENDRICKS COUNTY ENGINEER

Lot No 278-287
 Sheet 1 of 2

The undersigned, Indun Realty, Inc., owner of the real estate described herei deed recorded on May 7, 1975, as Instrument No. 8553, in Book 236, pages 525 to 52 County, Indiana, does hereby certify that it has laid off, platted and subdivided above described real estate in accordance with the within plat. This subdivision Section Two, an addition to Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of 1c Ridgehill, if any, the undersigned owner hereby adopts and establishes the followi the benefit of each and every owner of any lot or lots in said subdivision, their grantor and their heirs and/or assigns. As additional sections of Ridgehill protective covenants compatible with the covenants contained herein.

1. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public.
2. All lots in this subdivision shall be known and described as residential lots and no lots will be resubdivided into two or more building lots without the express, written consent of the Building Committee.
3. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling, and an attached private garage.
4. No residence, dwelling house, garage, fences or other structures of any nature, composition or description shall be constructed or erected on any lot until the building plans, including plot plans, specifications, plans for landscaping and any other data or information which may be required shall be submitted for approval to the Building Committee herein established, said approval to be evidenced by a written instrument and stamped approval executed by the Committee and delivered to the person or persons requesting such approval. In no event shall approval be given for construction of, nor shall there be constructed, any fences of any kind behind the rear building line of a residence, as constructed, on any lot with a rear lot line adjacent to the golf course.
5. The Building Committee shall consist of three members, appointed by Indun Realty, Inc., hereinafter referred to as the Development Company, its successors or assigns. The members of said committee shall be subject to removal at any time with or without cause. Any vacancies which occur from time to time shall be filled by the Development Company, its successors or assigns. A majority of the said members shall constitute a quorum for approval or disapproval of any plans submitted and the decision of the majority shall control without exception and their decision shall be final. The committee shall determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures in the subdivision and in the planned unit development known generally as Prestwick, and whether the building and property setback lines comply with plat requirements. In the event that the Building Committee does not indicate in writing its approval or disapproval of plans submitted within a period of 15 days after submission, the Committee shall be deemed to have approved such plans. No charge shall be made to any purchaser of any lot for examination of plans or for giving approval as provided. The Building Committee may allow reasonable variances or adjustment of the restrictions hereby established where literal application results in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions and no variance of adjustment shall be granted which is materially detrimental or injurious to other lots in the Development. Neither the Building Committee nor any agent thereof, nor the Development Company shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work according thereto.
6. No residence or dwelling shall be constructed on any lot or part thereof unless such residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 1300 square feet if a one-story structure, or 1000 square feet if a higher structure, provided also that in case of a building higher than one-story there shall be at least 500 square feet in addition to the ground floor area.
7. No trailer, shack, tent, basement, garage or other out-building shall be used at any time as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.
8. Easements: There are strips of ground as shown plat marked "Drainage Easements" (D.E.) and "Utility Easements" (U.E.), either separately or in combination, wh for the use of the utility companies and govern as follows: "Drainage Easements" (D.E.) are cr paths and courses for area and local storm drai land or in adequate underground conduit, to ser this and adjoining ground and/or public drainag structure including fences, shall be built upo which will obstruct flow from the area being se tance of a deed to a lot, each owner covenants rata share of the cost to repair and maintain a ments shown on the plat in the form of assessme ing Committee. "Utility Easements" (U.E.) are created for the utility companies, not including transportation installation and maintenance of mains, ducts, p wires; and also all rights and uses specified fo set forth below. All such easements shall incl reasonable ingress to and egress from said stri of the other rights reserved. No structure, in shall be built upon the Utility Easements. "Sewer Easements", located in the right-of-way shown on this plat, are created for the use of utility or its successors or the local governmen jurisdiction over the storm and sanitary waste o said city and/or county for the purpose of insti tenance of sewers that are part of said system.
9. No residence, dwelling house or any other struc shall be used for the purpose of carrying on a profession or any other calling.
10. "Building Lines" (B.L.) are established as show between which line and the front lot line no bu erected, placed, altered or permitted to remain prior written approval of the Building Committe in its sole discretion, no structure or any par built or erected nearer than 8 feet to any side than 20 feet to any rear lot line. In addition built within the subdivision shall be staggered front building line of each residence as actual shall be at least 3 feet different than the fro of the residences immediately adjacent on eithe particular residence.
11. No fence, wall hedge or shrub planting which ob at elevations between 2 and 6 feet above the st placed or permitted to remain on any corner lot lar area formed by the street property lines an points 25 feet from the intersection of the sai in the case of a rounded property corner from th the street lines extended. The same sight line apply to any lot within 10 feet from the inters line with the edge of a driveway pavement. No permitted to remain within such distances of su unless the foliage line is maintained at suffic prevent obstruction of such sight lines.
12. The owner of any lot in the subdivision shall a the lot and any improvements situated thereon in to prevent the lot or improvements from becomin. Additionally, each lot owner shall be responsib the sightly appearance and function of "Drainag his respective lot. In the event that the owne subdivision shall fail to maintain his lot and situated thereon in accordance with the provisio tions, the Building Committee shall have the rig obligation, by and through its agents, employee to enter upon said lot and repair, mow, clean or acts as may be reasonably necessary to make such ments situated thereon if any, conform with the these restrictions. The cost therefore to the shall be collected from the owner or owners as Building Committee. Neither the Building Commi agents, employees or contractors shall be liabl which may result from any maintenance performed

COUNTY OF MARION }
STATE OF INDIANA } SS:

Before me, the undersigned, a Notary Public in and for said County and State the execution of this instrument as their voluntary act and deed and affixed their

Witness my signature and seal this 2nd day of November, 1974.

My commission expires Aug 27, 1983 Carole Ann Blum

INDUN REALTY, INC.

By: [Signature] Title: President

Attest: [Signature] Title: Secretary

Under the authority provided by Chapters 283-Acts of 1955 enacted by the Ge ordinance adopted by the Board of County Commissioners of the County of Hendrick at a meeting held March 13, 1978.



[Signature] President
[Signature] Secretary

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owner of the real estate described herein and being part of land conveyed by quitclaim No. 8553, in Book 236, pages 525 to 531, in the Office of the Recorder of Hendricks County, Indiana, it has laid off, platted and subdivided and does hereby lay off, plat and subdivide the within plat. This subdivision shall be known as designated as Ridgehill -

on to all present and future owners of lots in this subdivision and future sections of hereby adopts and establishes the following protective covenants, each and all enuring to any lot or lots in said subdivision, their heirs and/or assigns, binding all the same each As additional sections of Ridgehill are added, such sections shall be subject to covenants contained herein.

nts: There are strips of ground as shown on the within marked "Drainage Easements" (D.E.) and "Utilities Easements" , either separately or in combination, which are reserved for use of the utility companies and governmental agencies as follows: "Drainage Easements" (D.E.) are created to provide for area and local storm drainage, either over or under adequate underground conduit, to serve the needs of adjoining ground and/or public drainage system. No fences, including fences, shall be built upon said easement, which will obstruct flow from the area being served. By acceptance of a deed to a lot, each owner covenants to pay a pro-rata share of the cost to repair and maintain all Drainage Easements shown on the plat in the form of assessments by the Building Committee.

"Utilities Easements" (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and conduits and also all rights and uses specified for sewer easements in the plat below. All such easements shall include the right of ingress to and egress from said strips for the exercise of all other rights reserved. No structure, including fences, shall be built upon the Utility Easements. "Easements", located in the right-of-way of the streets on this plat, are created for the use of the private sewer system or its successors or the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of the city and/or county for the purpose of installation and maintenance of sewers that are part of said system.

ence, dwelling house or any other structure whatsoever shall be used for the purpose of carrying on a business, trade, profession or any other calling.

"Building Lines" (B.L.) are established as shown on this plat which line and the front lot line no building shall be erected, placed, altered or permitted to remain. Without the written approval of the Building Committee, given or refused in its sole discretion, no structure or any part thereof shall be erected nearer than 8 feet to any side line or nearer than 10 feet to any rear lot line. In addition, all residences within the subdivision shall be staggered on the lots. The building line of each residence as actually constructed shall be at least 3 feet different than the front building line of the residence immediately adjacent on either side of the lot.

any wall hedge or shrub planting which obstructs sight lines between 2 and 6 feet above the street, shall be permitted to remain on any corner lot within the triangle formed by the street property lines and a line connecting the intersection of the said street lines, or the base of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street with the edge of a driveway pavement. No tree shall be planted to remain within such distances of such intersection and the foliage line is maintained at sufficient height to avoid obstruction of such sight lines.

owner of any lot in the subdivision shall at all times maintain the same and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. Initially, each lot owner shall be responsible for maintaining the appearance and function of "Drainage Easements" over the respective lot. In the event that the owner of any lot in the subdivision shall fail to maintain his lot and any improvements thereon in accordance with the provision of these restrictions the Building Committee shall have the right, but not the obligation, by and through its agents, employees or contractors, to enter upon said lot and repair, mow, clean or perform such other work as may be reasonably necessary to make such lot and improvements conform with the requirements of these restrictions. The cost therefore to the Building Committee shall be collected from the owner or owners as determined by the Building Committee. Neither the Building Committee nor any of its employees or contractors shall be liable for any damage or injury result from any maintenance performed hereunder.

Public in and for said County and State personally appeared the above and acknowledged voluntary act and deed and affixed their signatures thereto.

This day of November 1979.

Carole Ann Blankenship

Carole Ann Blankenship
My Commission Expires August 27, 1983
County of Residence: Marion County

This Instrument Prepared By:

ME Mid-States Engineering
107 N. PENNSYLVANIA ST. SUITE 703
INDIANAPOLIS, INDIANA 46204

ct Title: President

Title: Secretary

ers 283-Acts of 1955 enacted by the General Assembly of the State of Indiana and an Commissioners of the County of Hendricks approved by the Hendricks County Plan Commission

Michael J. ...
Secretary

- 13. The owner of each lot in the subdivision shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Association, Inc., as defined in that certain Declaration as supplemented from time to time, recorded on February 5, 1974, as Instrument #6410, in Book 68, pages 55 through 74, in the Office of the Recorder of Hendricks County, Indiana and by acceptance of a deed to a lot, each owner covenants and agrees to pay annual charges to the Prestwick Community Services Association, Inc. for the use and enjoyment of the Common Areas and Community Facilities. The amount of the annual charge shall be based on the cost of operation and maintenance of such facilities, exclusive of roadways and street lighting thereof, for the year of such usage and based on the number of lots in the subdivision in proportion to the total of all living units in the planned unit development known as Prestwick, plus all lots in the subdivision and any other subdivision now or hereafter forming a part of the Prestwick Development which are entitled to use Common Areas and Community Facilities. If street lighting is installed on the streets within the subdivision, the cost of maintenance and operation of such street lighting shall be shared equally by each lot owner in the subdivision and any future sections of the subdivision. Contracts with public utilities covering operation and maintenance of street lighting may be entered into by Prestwick Community Services Association, Inc., on behalf of the lot owners, and each lot owner covenants and agrees to pay to Prestwick Community Services Association, Inc. his pro-rata share of the contract charges by the utility.
- 14. No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird properly confined to his particular lot.
- 15. No camper, motor home, truck, trailer or boat shall be stored in the open in public view. No vehicle shall remain parked continuously between the hours of 12 midnight and 6 A.M. on any street in the subdivision.
- 16. The right to enforce the within provisions, restrictions and covenants, by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns and the Hendricks County Plan Commission and its successors, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through such violation or attempted violation, said provisions (as they may be amended under Covenant 18) shall be in full force and effect until it is agreed that the covenants shall terminate in whole or in part.
- 17. Invalidation of any one of these restrictions or part thereof by judgement or court order shall not affect or render the remainder of said restrictions invalid or inoperative.
- 18. Any limitations or restrictions herein contained may be amended from time to time if the owners of at least two-thirds of the lots agree thereto. Each amendment shall be evidenced by written instrument signed and acknowledged by the owner or owners concurring therein, setting forth the facts sufficient to indicate compliance with this instrument and recorded in the Office of the Recorder of Hendricks County, Indiana. Each amendment is subject to the approval of the Hendricks County Plan Commission.

Duly entered for taxation this 10th
day of December 19 79
Pattie J. Neal *fac*
AUDITOR HENDRICKS COUNTY



THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING
DATE: 12/10/79

Walter F. Riedel
HENDRICKS COUNTY ENGINEER

Job No. 278-287
57001 2 of 2