

CURVE DATA

Curve No.	Stationing	Radius	Chord	Angle	Area
1	0+00 to 0+10	100.00	10.00	5.71	0.15
2	0+10 to 0+20	100.00	10.00	5.71	0.15
3	0+20 to 0+30	100.00	10.00	5.71	0.15
4	0+30 to 0+40	100.00	10.00	5.71	0.15
5	0+40 to 0+50	100.00	10.00	5.71	0.15
6	0+50 to 0+60	100.00	10.00	5.71	0.15
7	0+60 to 0+70	100.00	10.00	5.71	0.15
8	0+70 to 0+80	100.00	10.00	5.71	0.15
9	0+80 to 0+90	100.00	10.00	5.71	0.15
10	0+90 to 1+00	100.00	10.00	5.71	0.15
11	1+00 to 1+10	100.00	10.00	5.71	0.15
12	1+10 to 1+20	100.00	10.00	5.71	0.15
13	1+20 to 1+30	100.00	10.00	5.71	0.15
14	1+30 to 1+40	100.00	10.00	5.71	0.15
15	1+40 to 1+50	100.00	10.00	5.71	0.15
16	1+50 to 1+60	100.00	10.00	5.71	0.15
17	1+60 to 1+70	100.00	10.00	5.71	0.15
18	1+70 to 1+80	100.00	10.00	5.71	0.15
19	1+80 to 1+90	100.00	10.00	5.71	0.15
20	1+90 to 2+00	100.00	10.00	5.71	0.15
21	2+00 to 2+10	100.00	10.00	5.71	0.15
22	2+10 to 2+20	100.00	10.00	5.71	0.15
23	2+20 to 2+30	100.00	10.00	5.71	0.15
24	2+30 to 2+40	100.00	10.00	5.71	0.15
25	2+40 to 2+50	100.00	10.00	5.71	0.15
26	2+50 to 2+60	100.00	10.00	5.71	0.15
27	2+60 to 2+70	100.00	10.00	5.71	0.15
28	2+70 to 2+80	100.00	10.00	5.71	0.15
29	2+80 to 2+90	100.00	10.00	5.71	0.15
30	2+90 to 3+00	100.00	10.00	5.71	0.15

Grade of Elevations

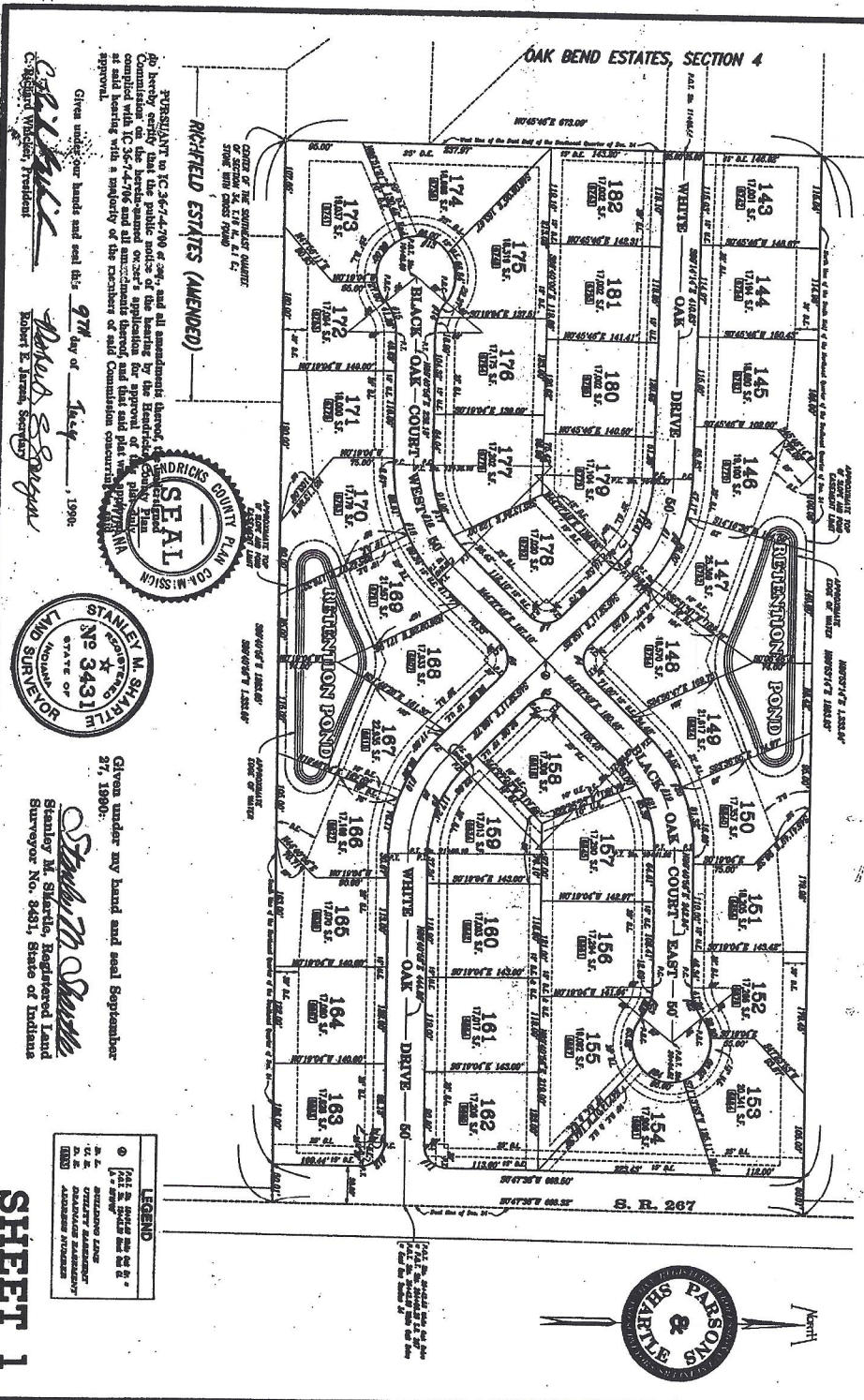
Lot No.	Area	Elevation
143	0.43	100.00
144	0.44	100.00
145	0.45	100.00
146	0.46	100.00
147	0.47	100.00
148	0.48	100.00
149	0.49	100.00
150	0.50	100.00
151	0.51	100.00
152	0.52	100.00
153	0.53	100.00
154	0.54	100.00
155	0.55	100.00
156	0.56	100.00
157	0.57	100.00
158	0.58	100.00
159	0.59	100.00
160	0.60	100.00
161	0.61	100.00
162	0.62	100.00
163	0.63	100.00
164	0.64	100.00
165	0.65	100.00
166	0.66	100.00
167	0.67	100.00
168	0.68	100.00
169	0.69	100.00
170	0.70	100.00
171	0.71	100.00
172	0.72	100.00
173	0.73	100.00
174	0.74	100.00
175	0.75	100.00
176	0.76	100.00
177	0.77	100.00
178	0.78	100.00
179	0.79	100.00
180	0.80	100.00
181	0.81	100.00
182	0.82	100.00
183	0.83	100.00
184	0.84	100.00
185	0.85	100.00
186	0.86	100.00
187	0.87	100.00
188	0.88	100.00
189	0.89	100.00
190	0.90	100.00
191	0.91	100.00
192	0.92	100.00
193	0.93	100.00
194	0.94	100.00
195	0.95	100.00
196	0.96	100.00
197	0.97	100.00
198	0.98	100.00
199	0.99	100.00
200	1.00	100.00

OAK BEND ESTATES, SECTION 6

A SUBDIVISION OF THE SOUTH HALF OF THE NE 1/4 OF THE SE 1/4 OF SEC. 14, T.18 N., R.1 E.

HENDRICKS COUNTY, Indiana

ENTERED FOR RECORD
NOV 14 1990
CHESTER A. PARSONS, P.E.
STANLEY M. SHARTLE, P.E.
DESIGN ENGINEERS



RESIDENT TO FC 3-6-7-4-790 of 2001, and all amendments thereto, and hereby certify that the public notice of the hearing by the Hendricks County Commission on the herein-said project's application for approval of the subdivision of the 2001-0790 and all amendments thereto, and that said plan was approved at said hearing with a majority of the Commission's concurrent approval.

Given under our hands and seal this 9th day of July, 1990.

Robert E. Jensen
Robert E. Jensen, Secretary



Given under my hand and seal September 27, 1990.

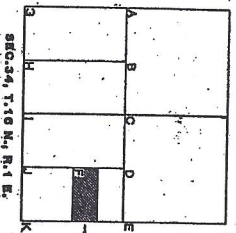
Stanley M. Shartle
Stanley M. Shartle, Registered Land Surveyor No. 3431, State of Indiana

LEGEND

- Easement for utility lines
- Easement for drainage
- Easement for access
- Easement for water
- Easement for sewer
- Easement for gas
- Easement for electric
- Easement for telephone
- Easement for cable
- Easement for other

SHEET 1

OAK BEND ESTATES, SECTION 5



NORTH EAST DESCRIPTION

- A 3,656.199' 1,034.496' Restored 1947 by Sharple; pipe set flush.
- B 3,653.526' 2,357.938' Stone found 1947, 1985, and 1987 by Sharple.
- C 3,651.530' 3,697.717' Stone found 1947 by Sharple and restored 1987 by him from his old references.
- D 3,649.382' 5,031.957' No stone found; pipe set flush at mid-point of CE in 1988 by Sharple and Parsons.
- E 3,647.239' 6,366.186' Type B Monument set by I.D.O.H. from references to stone found in 1951 by Sharple.
- F 2,303.333' 5,014.034' Sandstone with cross found 1987 by Sharple and Parsons.
- G 1,000.031' 1,000.041' Restored 1947 and 1976 by Sharple; lost 1986 in road construction; restored 1987 by Sharple; Type B Monument set 1988 by County.
- H 983.722' 2,330.997' Midpoint of GI; unmarked.
- I 967.363' 3,661.954' Stone found 1976, 1984, and 1987 by Sharple; Type B Monument set 1988 by County.
- J _____ Not investigated.
- K 974.283' 6,389.152' Type B Monument set by I.D.O.H. from Sharple's 1951 references to stone.



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

Given under our hands and seal this 27th day of July 1990.
Robert E. Duszak
 Robert E. Duszak, Secretary

Surveyor's Certificate

I, the undersigned, do hereby certify that the following description and the accompanying plat of survey of Oak Bend Estates, Section 5, comprise a Case C & G plat conforming with 864 IAC 11-13, Quarter of Section 34, Township 16 North, Range 1 East, Hendricks County, Indiana, containing 20,254 acres, more or less. Subject to all legal highways, rights of way, and easements.

Said subdivision consists of 40 lots numbered consecutively from 143 to 182, both inclusive. The locations and dimensions of said lots and the locations and dimensions of easements and street rights fractions thereof, are indicated on the accompanying plat in figures denoting U. S. Survey Feet and decimal fractions thereof. The theoretical underground utility lines are shown on the plat and 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 27th day of September 1990.



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

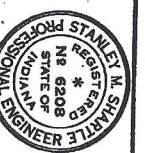
Proprietor's Declaration

The undersigned, PHV Development Corporation, by Paul T. Harsh, President, as owner and proprietor of the above-described real estate, do hereby certify that it has had cut, planned, and subdivided, and does hereby lay out, plat, and subdivide said 20,254-acre parcel of land into 204 streets, and easements in accordance with the accompanying plat. It further certifies that the location and dimensions of any shown on said plat are hereby dedicated to the public for such use, and that the dimensions of ground shown on said plat are hereby dedicated as easements for the following described purposes:

- (1) Those designated as Utility Easements are reserved unto utility companies, including transportation companies, for the installation, operation, and maintenance of sanitary sewers, drains, underground cables, conduits, and gas and water mains.
 - (2) Those designated as Drainage Easements are reserved unto the Hendricks County Drainage Board for the control of surface water drainage, for the maintenance of storm sewers, the drains, and subsurface drains as defined by the Hendricks County Subdivision Control Ordinance; and
 - (3) Those designated as Retention Pond Easements are the areas within the tops of the side slopes bordering retention ponds, shown on the annexed plat 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 the ponds constructed upon said easements. The retention pond easements and drainage easements overlap, the rights of the Hendricks County Drainage Board in the drainage easements are superior to rights vested in the retention pond easements. Said board may exercise its rights in drainage easements without owner approval.
- Said title of ground are subject at all times to the proper authorities and to the easements herein reserved. The owners shall take their title subject to the rights of easement holders and to the rights of the owners of the land in this subdivision. No temporary or permanent structures shall be erected or maintained upon such utility, drainage, or pond easements excepting fences installed in accordance with Section numbered 10 below and the rules and regulations for which said easements are reserved, and no facility shall be placed on a utility or drainage 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 thereon be identified, change easements hereon, be accepted into the county's regulated drainage system to that a maintenance program 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

PARSONS & SHARPLE

ENGINEERS, INC.
 12831 ROCKVILLE ROAD IN AVON
 INDIANAPOLIS, IN 46224



OAK BEND ESTATES, SECTION 5

subdivision contains 2,449 linear feet of storm sewers, 3,085 linear feet of subsurface drains, 4,070 linear feet of swales, and 656 linear feet of culverts.

The restrictive covenants and requirements given herein, together with those entered for record in Miscellaneous Record No. page in the office of the Recorder of the aforesaid county, and designated as O.B.E. in force for and apply to this plat. Henricks County subdivision shall be known as **Oak Bend Estates, Section 5, A Subdivision of the South Half of the North-East Quarter of the South-East Quarter of Section 34, Township 16 North, Range 1 East, Henricks County, Indiana.**

RESTRICTIVE COVENANTS

PHV-Development Corporation does, by this indenture, and by these restrictive covenants and requirements hereinafter set forth in Miscellaneous Record No. page in said Recorder's office, restrict and covenant the use of the subdivided area within the boundary of Oak Bend Estates, Section 5, to itself and its grantees, assigns, successors, agents, representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may hereafter acquire any part of said lot or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. **DEFINITIONS.** "Committee" shall mean the Architectural, and Environmental, Control Committee composed of the officers and directors of PHV-Development Corporation or their duly authorized representatives. In the absence of such committee, the Board of Directors of PHV-Development Corporation shall serve without compensation for services performed as committee members. In the absence of the Board of Directors, the Board of Directors shall have the authority to appoint an officer to serve as a representative of the Board of Directors. Upon the death or resignation of any member of said committee, the remaining member or members shall have the authority to perform the duties of the committee, or to designate a representative with the authority, "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.

2. **LAND USE.** All lots are restricted to residential use. See Section numbered 21 below. The subdivision of a lot is prohibited unless the subdivision complies with the provisions of these covenants, these building sites comply with Henricks County's covenants two building sites on each adjoining lot, these covenants, where a lot is subdivided, or where an owner or owners are subdividing a lot for the purpose of building one dwelling across the common lot line, the site for the subdivision shall be approved by the Section numbered 5 below shall not apply to said common lot line. Construction of buildings, access drainage easements and utility easements that coincide with lot lines is prohibited.

3. **DEZELLING SIZE.** No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than a single-family residence three stories or less in height. Dwellings on all lots shall have a minimum air conditioning system. The ground floor area of the main structure of any one-story dwelling, excluding porches and garages, shall not be less than 2,000 square feet. The ground floor area of the main structure of any two-story dwelling shall not be less than 2,200 square feet. The ground floor area of any two-story dwelling shall not be 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 garage type structure and/or one in-ground pool structure with a utility building, and necessary building/said house must be erected as a part of and in conjunction with the main structure of the lot. The construction of a utility building, barn, or other accessory building 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, altered, or be permitted to remain on any lot other than a minimum setback of 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 requirements for building not more than 24 inches, stairways projecting not more than 4 feet, unenclosed and unroofed porch steps on the front sides of buildings, steps, and walks are exceptions to these setback requirements.

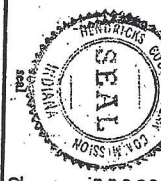
6. **OCCUPANCY OF STRUCTURES.** No dwelling shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the completion of the building process by the Commission. The use of any other structure or mobile home as a residence, either temporarily or permanently, is prohibited.

PURSUANT to IC 36-7-4-700 et seq, and all amendments thereof, the undersigned Commission hereby certifies that the public notice of the hearing by the Henricks County Planning Commission on this plat, and all owner's applications for approval of this plat, were duly given and published in accordance with the provisions of said statute, 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 27th day of July, 1990.

C. Richard Whitaker
C. Richard Whitaker, President

Robert E. Jantzen
Robert E. Jantzen, Secretary



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 plan, and specifications have been first submitted to and approved by the committee as to harmony with, and specifications, quality, and finished appearance of structures already built, and as to conformity with grading plan, such as to show elevations, locations of water wells, destruction of trees and other vegetation, and any other such factors that affect the environment or ecology of the subdivision. The committee's approval or disapproval as to any such structure shall be in writing. If the committee, or its appointed representative, fails to approve or disapprove any plan and specifications within fifteen (15) days after such plan and specifications are submitted in any event, it shall be deemed that the construction shall be deemed to have been fully completed with.

8. **REPORT/PERMIT LOCATION PERMIT.** In addition to the approval required in Section numbered 7 above, the Henricks County Building Commissioner must issue an Improvement Location Permit for this subdivision. The Improvement Location Permit shall be issued, placed, erected, or located in (or on) the subdivision, and its use may be altered, changed, placed, erected, or located in (or on) the subdivision, and a development plan shall be approved by the Building Commissioner, with the approval of the Building Commissioner, and the Building Commissioner shall be responsible for the location of the lot in a way that assures that finished slopes, grades, and erosion control measures comply with the Building Commissioner's approval. Said plans may be inspected in the office of said commission during regular office hours. Development 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 approval. The Building Commissioner shall be responsible for the location of the lot in a way that assures that finished slopes, grades, and erosion control measures comply with the Building Commissioner's approval. The Building Commissioner shall be responsible for the location of the lot in a way that assures that finished slopes, grades, and erosion control measures comply with the Building Commissioner's approval. The Building Commissioner shall be responsible for the location of the lot in a way that assures that finished slopes, grades, and erosion control measures comply with the Building Commissioner's approval.

9. **WATER SUPPLY SYSTEMS AND GEOTECHNICAL HEAT PUMP SYSTEMS.** All systems shall comply with minimum standards set forth in an ordinance passed and adopted by the Board of Commissioners of Henricks County, Indiana, on October 7, 1985, entitled Chapter 3.1, Minimum Standards for Well Supply Systems and Geotechnical Heat Pump Systems. The public water supply system in lieu of water supply shall be used in this subdivision. The Henricks County Film Commission is hereby granted right of eminent domain 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 to, 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. Fences shall be properly fenced to protect the safety of others as required by Section numbered 10 below. Fences shall be erected at owners' risk as to the installation, operation, and/or maintenance 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 contractor to advertise a property during the construction and sales period, a single yard sale or garage sale sign, by the owner no more often than one day twice each year, a single sign placed by an owner to identify the property for sale or rent or to prohibit hunting or trespassing. No sign shall exceed nine (9) square feet in size.

14. **ROVING AND TRAPPING.** are prohibited in this subdivision.

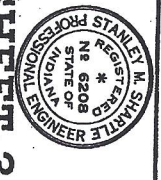
15. **SIGHT DISTANCES.** At driveways no one may place, construct, plant, maintain, allow, or suffer any improvements, signs, or other obstructions to vision (excluding mailboxes) between 2 and 8 feet above the finished grade. On the driveway, there shall be at least 150 feet of sight distance in both directions along streets from a point in the driveway 25 feet from the street curb. Where the committee determines that this rule for a driveway is not reasonable 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.



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

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



OAK BEND ESTATES, SECTION B

proposes. 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 standard 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 unightly by removing all debris, rubbish, asphalt, 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 refuse shall be placed in a closed and sanitary container which shall be emptied weekly by a refuse collection service. At 7:00 in the morning and 6:00 in the evening of April through September, lot owners or their designated representatives shall know their lot, 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. **BUSINESSSES.** No mercantile building shall exist, nor shall any manufacturing, wholesaling, or retailing business operate in this subdivision.

22. **DEDICATED EASEMENTS.** Each owner of a lot in this subdivision will take the title subject to the rights of utility companies, the Hendricks County Drainage Board, the Committee designated "utility easements," "drainage easements," and "retention pond easements" that are reserved hereinafter. No permanent or other structures may occupy said easements excepting fences and the easements for which the easements are reserved. Fences erected on easements may be removed by the easement holder if necessary to the proper operation and maintenance of the facilities for which the easement was 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. **STORMING 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 creation, such fence shall receive committee approval as required by Section numbered 10 above.

26. **GRAVE SPACES, BASEMENTS, AND FOUNDATION DRAINAGE.** No grave spaces, basements, sewers through public streets, or foundation perimeter drains shall be constructed or discharge water onto a street. Sewer lines, drains, or foundation perimeter drains must be constructed and discharge into a ground water may connect to laterals already in place. However, for purposes of this section, a 6-inch diameter subsurface drains that parallel street curbs. However, for purposes of this section, a 6-inch lateral at an elevation below 849.50 feet (National Geodetic Vertical Datum of 1929). Any alternate discharge location must be selected. 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 damage to the system of any street, the developer, or Hendricks County, and shall hold all contractors, engineers, developers, other lot owners, and said county harmless from liability therefrom.

27. **EASEMENTS** 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.

28. **PROSCED AND OTHER IMPROVEMENTS.** No improvements of any kind shall be permitted in a dedicated street right of way excepting erosion control, driveway curbs, sidewalks, handrails, and manholes. The minimum allowable distance between a street boundary, sidewalk, or other similar device, or other similar device, is seventy (70) feet. No antennas on any lot shall exceed ten (10) feet above the roof peak of the house on said lot.

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

30. **UTILITY 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 defect discovered.

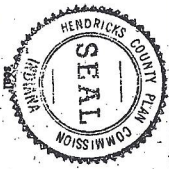
31. **STAKEOUTS.** Each initial lot owner, taking the title from the developer, by acceptance of a deed for said lot, even if not expressed, shall be deemed to covenant and agree to build and maintain in good condition a concrete walk at the side of all lots in this subdivision. Said walk shall conform with the lines and grades as established by the committee. Each lot 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 plan for this subdivision on file in the office of the Hendricks County Planning Commission and shall be placed on a 4-inch aggregate subbase. Sidewalks shall be constructed within sixty (60) days after completion of a 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. **STAKEOUT.** PUV Development Corporation will set lot corner stakes one time. Wherever possible to be driven, corner stakes will consist of 3/4-inch metal pipes about 30 inches long so as to be about one or more inches of pipe protruding above ground unless a different arrangement is shown on the recorded plat. Said stakes will not only furnish a means for determining lot boundaries, but they will also indicate the location and orientation of improvements to be constructed on the lot. 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 from 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 state locations and do all things necessary to constitute corner stakes but not to include the setting and driving of corner stakes.

Accidental displacement of the stakes and failure to maintain the construction of public and private improvements and intentional displacement due to vandalism shall be the responsibility of the lot owner and shall be the responsibility of the lot owner. Neither the PUV Development Corporation nor its agents or surveyors make any express or implied warranty with regard to the correctness of described 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 set not only by the actual notice on the ground to which they are exposed, but also by the constructive notice hereby given by the recorded plat of this subdivision. Before starting any excavation, building, or other improvement on the lot, the lot owner shall determine the location of all stakes and 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. **WATER 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 gravelled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the reaching of mud or other debris on the lot upon public streets. To further prevent vehicles from distributing mud or other debris on any street of Oak Bend Estates, said owner or his agent shall line the lot side of any vehicles leaving the lot accepting at the driveway, appropriate fencing, or erect any other barrier to block other debris be distributed on any public street or other way of Oak Bend Estates. Staked mud or other 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 means or procedure described in Section numbered 34 below. The owner further holds PUV 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 the persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the persons owning any 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

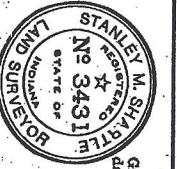


PURSUANT to IC-36-7-4-706 et seq., and all amendments thereto, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Planning Commission on the herein-named owner's application for approval of this plat, duly compiled with IC-36-7-4-706 and all amendments thereof, 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 Walcott
Richard Walcott, President

Robert E. Jarama
Robert E. Jarama, Secretary



Given under my hand and seal this 27th day of September 1890:

Stanley M. Shurtleff
Stanley M. Shurtleff, Registered Land Surveyor No. 431, State of Indiana



SHEET 4

OAK BEND ESTATES, SECTION 5

and/or any improvements situated thereon, or to keep right, distance 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 for and to repair, mow, clean, or perform such other acts as may reasonably be necessary to make said lot and any improvements thereon conform to the requirements of these restrictions. The committee shall collect its costs thereof in arrears from the owner. Whether the committee has or has not, together with interest and other charges or costs as hereinafter provided, shall become and remain the personal obligation of the owner and only to the benefit of a first mortgage until paid in full, and shall also be a personal obligation to subordinate or otherwise subordinate the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall pay any expenses of the committee in advance of the time legal action is instituted, by the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the same. Every owner of a lot in this subdivision, attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, attorney's fees, incurred by the committee in collecting the same.

35. RESTRICTION POWERS. Since the retention ponds constructed on Lots 146, 147, 148, 149, and 150 and on Lots 166, 167, 168, 169 and 170, have been damaged by storm on, the retained pond, any not be maintained by Hendricks County or any other public agency, the committee shall have the right but not the obligation, by and through its agents and employees or contractors to enter upon said lot for and to repair, mow, clean, or perform such other acts as may reasonably be necessary to make said lot and any improvements thereon conform to the requirements of these restrictions. The committee shall collect its costs thereof in arrears from the owner. Whether the committee has or has not, together with interest and other charges or costs as hereinafter provided, shall become and remain the personal obligation of the owner and only to the benefit of a first mortgage until paid in full, and shall also be a personal obligation to subordinate or otherwise subordinate the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall pay any expenses of the committee in advance of the time legal action is instituted, by the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the same. Every owner of a lot in this subdivision, attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, attorney's fees, incurred by the committee in collecting the same.

SEAL
HENDRICKS COUNTY, INDIANA
COMMISSIONER

do hereby certify that the public notice of the hearing by the Hendricks County Planning Commission and the public hearing on the application for approval of this plat, duly complied with IC 36-4-706 and all amendments thereto, 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 Wilcox
Richard Wilcox, President

Robert E. Jansen
Robert E. Jansen, Secretary

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 interest, if any, or in an amount equal to 100 percent where work was performed and receipt and interest were paid in full. (8) If a notified owner fails to pay his share within thirty (30) days after receipt of such notice, the committee shall have the right to enter upon said lot, and by its agents, servants, personal representatives, and assigns, (9) The cost of the work done on the lot or lots subject to the charge, however, shall remain his personal obligation and shall not pass to the other owner unless expressly assumed by them. (10) The committee shall have the right to enter upon said lot or lots to enforce the lien against the lot, and in that event, judgment shall include the amount of the expense provided for above provided, reasonable attorney's fees, and cost of the action. (11) The or hereafter placed upon the lot subject to such mortgage, tax and subdivision shall apply only to the expenses that become due and payable prior to a sale of the lot or lots, and shall not reduce or foreclose, or any other proceeding in lieu of foreclosure. (12) Such sale or other proceeding shall not reduce or foreclose, or any other proceeding in lieu of foreclosure. (13) Such sale or other proceeding shall not reduce or foreclose, or any other proceeding in lieu of foreclosure. (14) Such sale or other proceeding shall not reduce or foreclose, or any other proceeding in lieu of foreclosure. (15) Such sale or other proceeding shall not reduce or foreclose, or any other proceeding in lieu of foreclosure. (16) Such sale or other proceeding shall not reduce or foreclose, or any other proceeding in lieu of foreclosure. (17) Such sale or other proceeding shall not reduce or foreclose, or any other proceeding in lieu of foreclosure. 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36. TERMS. 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.

37. 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 duly empowered by proper resolution of the Board of Directors of said corporation to execute and deliver this declaration.

IN WITNESS WHEREOF, the said PHW Development Corporation, by Paul T. Harbin, President, as owner and proprietor of the above-described real estate, has set his hand and seal this 9th day of July, 1990.

DULY ENTERED FOR TAXATION
Wally Owen
Wally Owen, Treasurer
HENDRICKS COUNTY

STATE OF INDIANA
COUNTY OF HENDRICKS

Before me, the undersigned Notary Public within and for said County and State, personally appeared Paul T. Harbin, 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.

My Commission Expires August 1, 1993.
FOR RECORDING
DATE 11-3-90
HENDRICKS COUNTY ENGINEER

This instrument prepared by Stanley M. Sharple, PE, IS.

SEAL
STANLEY M. SHARPLE
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 3431
STATE OF INDIANA

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

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

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