

# OAK BEND ESTATES, SECTION 1

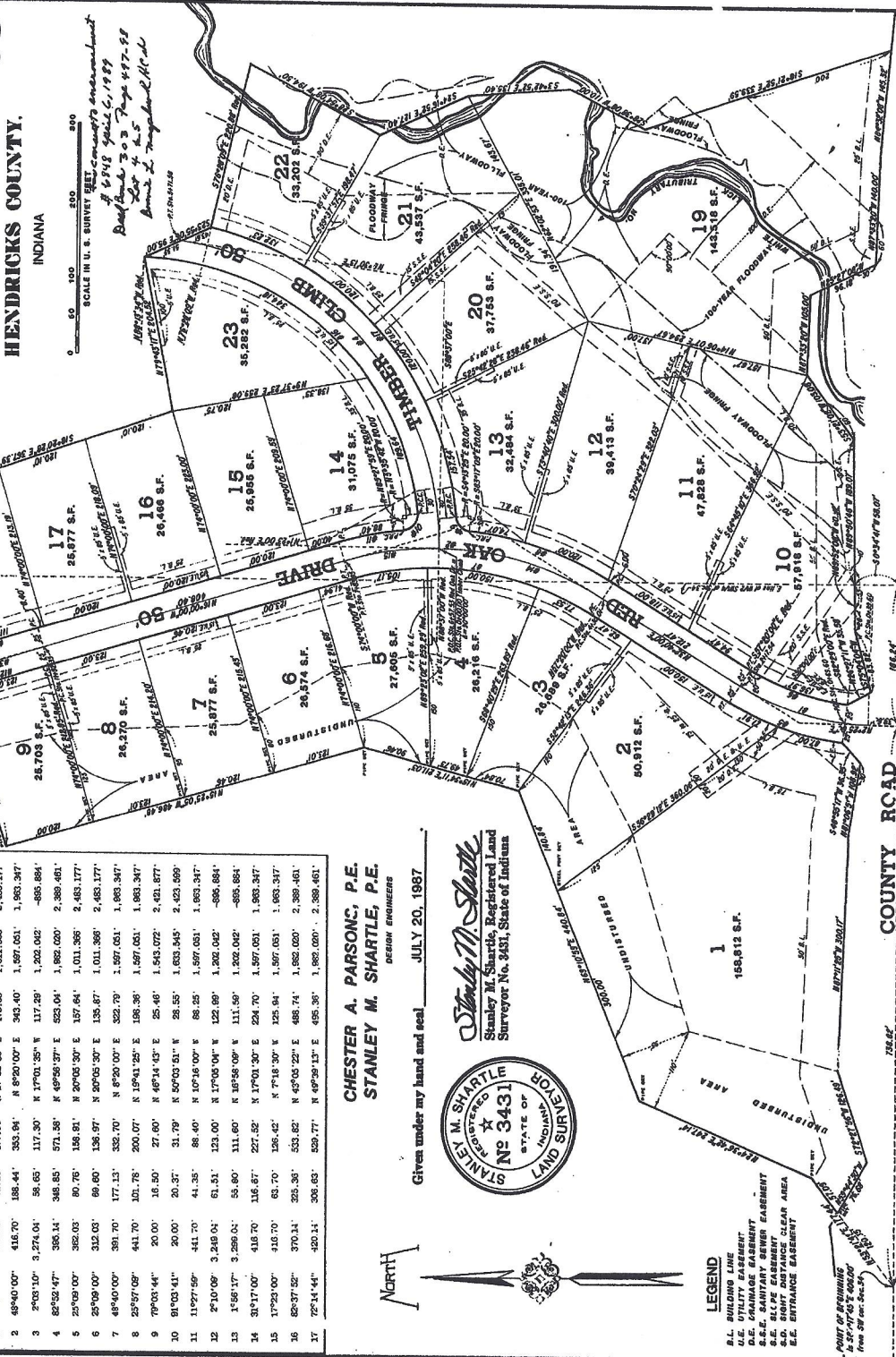
A SUBDIVISION OF A PART OF THE  
SW 1/4 OF SEC. 34, T. 16 N., R. 1 E.

## HENDRICKS COUNTY, INDIANA

3672  
 ENTERED FOR RECORD  
 MAY 21 1988  
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 3a. Certified  
 3b. Certified  
 3c. Certified  
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 3u. Certified  
 3v. Certified  
 3w. Certified  
 3x. Certified  
 3y. Certified  
 3z. Certified

**CURVE DATA**

Sta.	A	B	C	D	E	Rad. Point N. E.
1	347.50'	357.00'	177.54'	176.88'	1.01.388'	2,483.177'
2	48.40'	418.70'	363.91'	343.40'	1,897.051'	1,933.347'
3	293.10'	3,274.04'	58.65'	117.30'	1,202.042'	-885.884'
4	82.92'	365.14'	348.85'	571.38'	1,882.020'	2,389.461'
5	29.93'	392.03'	80.76'	138.91'	1,011.355'	2,483.177'
6	29.93'	392.03'	80.76'	138.91'	1,011.355'	2,483.177'
7	48.40'	418.70'	363.91'	343.40'	1,897.051'	1,933.347'
8	29.93'	392.03'	80.76'	138.91'	1,011.355'	2,483.177'
9	79.93'	441.70'	102.75'	200.07'	1,594.125'	1,933.347'
10	81.03'	20.00'	20.37'	31.79'	1,633.545'	2,423.699'
11	119.97'	441.70'	41.35'	88.40'	1,597.051'	1,933.347'
12	2.10'	3,248.04'	61.51'	123.00'	1,202.042'	-885.884'
13	1.56'	3,289.04'	55.80'	111.60'	1,202.042'	-885.884'
14	3.17'	418.70'	116.87'	227.52'	1,897.051'	1,933.347'
15	17.93'	418.70'	63.70'	126.42'	1,897.051'	1,933.347'
16	82.92'	370.14'	325.35'	552.82'	1,882.020'	2,389.461'
17	72.14'	420.14'	308.83'	529.77'	1,882.020'	2,389.461'



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

Given under my hand and seal  
 JULY 20, 1987

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



**LEGEND**  
 B.L. BUILDING LINE  
 U.E. UTILITY EASEMENT  
 D.E. DRAINAGE EASEMENT  
 S.E. SURVEYOR'S EASEMENT  
 S.E. SIGHT TRIANGLE CLEAR AREA  
 S.E. SIGHT TRIANGLE CLEAR AREA  
 E.E. ENTRANCE EASEMENT

POINT OF BEGINNING  
 IS 20'-0" S. 87°-45' E. 60.00'  
 FROM CORNER OF SEC. 34

**SHEET 1**











# OAK BEND ESTATES, SECTION 1

STATE OF INDIANA )  
COUNTY OF HENDRICKS ) SS:

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

*Diana F. Scott*  
Diana F. Scott, Notary Public  
Residing in Hendricks County, Ind.

My Commission Expires:  
December 14, 1990

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

Dated this 25<sup>th</sup> day of NOVEMBER, 1987.

*Paul T. Hardin*  
*Paul T. Hardin*

Lot	First Elevation	Flood Protection Grade	Lot Elevation	First Floor Elevation	Flood Protection Grade
1	843.5'	---	13	821.0'	805.0'
2	843.5	---	14	834.0	---
3	845.5	---	15	838.0	---
4	847.5	---	16	845.5	---
5	847.5	---	17	849.5	---
6	849.0	---	18	850.0	---
7	849.0	---	19	844.5	806.0
8	850.0	---	20	815.0	806.5
9	850.0	---	21	808.0	806.5
10	831.5	802.0'	22	810.0	806.5
11	835.5	804.0	23	822.0	---
12	832.5	805.0			

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING  
DATE: 5-23-88 *William R. Rando*  
HENDRICKS COUNTY ENGINEER

*Chas. A. Parsons*  
July 27, 1987  
Duly Entered For Record This  
day of July 1987  
*Mary June Hartline*  
AUDITOR HENDRICKS COUNTY



This instrument prepared by Stanley M. Shurtle, P.E., L.S.

*Stanley M. Shurtle*  
July 29, 1987

completely above ground level, shall be permitted. Any in-ground swimming pool shall be property 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.

21. 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 270 feet west of the southeast corner of said lot.

22. CRAWL SPACE AND FOUNDATION DRAINS. No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge into a street. Crawl spaces and foundation drains may be connected to subsurface drains that are parallel with and three feet outside street curbs.

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

24. SIGNAL RECEIVER. No signal receiver in the form of a satellite dish, or other similar devices, shall be permitted closer than fifty (50) feet from the front property line.

25. 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 and successors, who shall have the right to require correction of any defects discovered.

26. SIDEWALKS. Each lot owner, by acceptance of a deed for said lot, even if not expressed in said deed, is deemed to covenant and agree to build and maintain in good, safe, concrete walk at the sides of all streets upon which his lot abuts, excepting that the owner of Lot 11 shall not be required to construct a walk along Timber Chim. All walks shall conform with the Commission plans for this subdivision on file in the office of the Hendricks County Planning Commission and shall be completed within sixty (60) days after completion of the house on the lot, weather permitting.

27. ENFORCEMENT. If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or in equity against them upon so doing or to recover damages or other dues for such violation. A violation of any restriction herein shall not result in reversion or forfeiture of title.

28. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep his covenants, terms, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, he, or his heirs, assigns, or successors, shall be obligated, by and through its agents and employees or contractors, to repair, reconstruct, repair, mow, clean, or perform such other acts as may reasonably be necessary to maintain, 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 any committee nor any of its agents, employees, or contractors shall be liable for any damage that may be done to any lot, together with improvements or other work performed hereunder. Any fine so assessed against any lot, together with improvements or other work performed hereunder, shall become and remain a lien upon that lot subordinate to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 12% per annum until paid in full. If, in the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be liable for any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Furthermore, it is hereby notified, and by acquisition of such interest in such lot, whether as an owner, tenant, or otherwise, the person shall acquire any such interest in such lot, whether as an owner, tenant, or otherwise, the person shall become an obligor of the same. The person shall be notified by the act of acquiring such interest in such purchase, or acquiring such title, made person shall be conclusively held to have covenanted to pay the committee all fines that shall be made pursuant to this paragraph.

29. TERM. These covenants will run with the land and shall be binding on all parties, and all persons claiming under the deed, and shall remain in full force and effect for 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.

30. 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 property, has set its hand and seal this 25<sup>th</sup> day of November, 1987.

*Paul T. Hardin*  
Paul T. Hardin, President