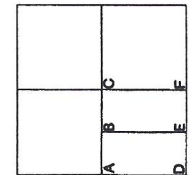


# OAK BEND ESTATES, SECTION 2

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

	EAST	
NORTH	1	2
A	3,656.199'	1,034.498'
B	3,653.526'	2,357.938'
C	3,651.530'	3,697.717'
D	1,000.081'	1,000.041'
E	883.722'	2,330.987'
F	987.963'	3,661.954'

SECTION 34, T. 16 N., R. 1 E.



Restored 1947 by Shartle; pipe set flush  
 Stone found 1947, 1985, and 1987 by Shartle  
 Stone found 1947 by Shartle and restored 1987 by him from his old references  
 Restored 1947 and 1976 by Shartle; corner lost 1966. In road construction; restored 1987 by Shartle; Type B Monument set 1988 by County  
 Midpoint of line DF; unmarked  
 Stone found 1976, 1984, and 1987 by Shartle; Type B Monument set 1988 by County

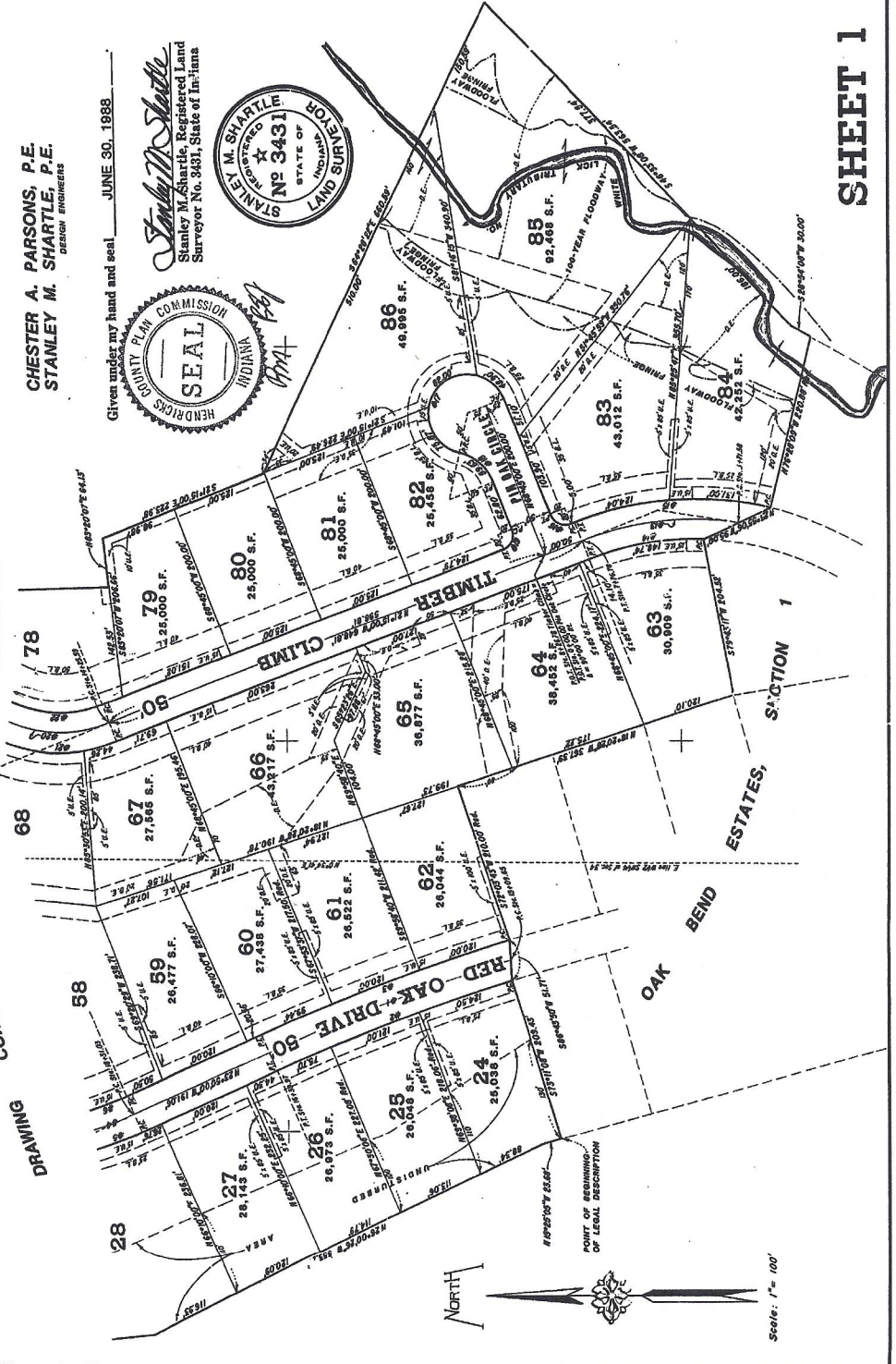
ENTERED FOR RECORD  
 NOV 2 1988  
 HENDRICKS COUNTY PLANNING COMMISSION

HENDRICKS COUNTY,  
 INDIANA



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

Given under my hand and seal  
 JUNE 30, 1988



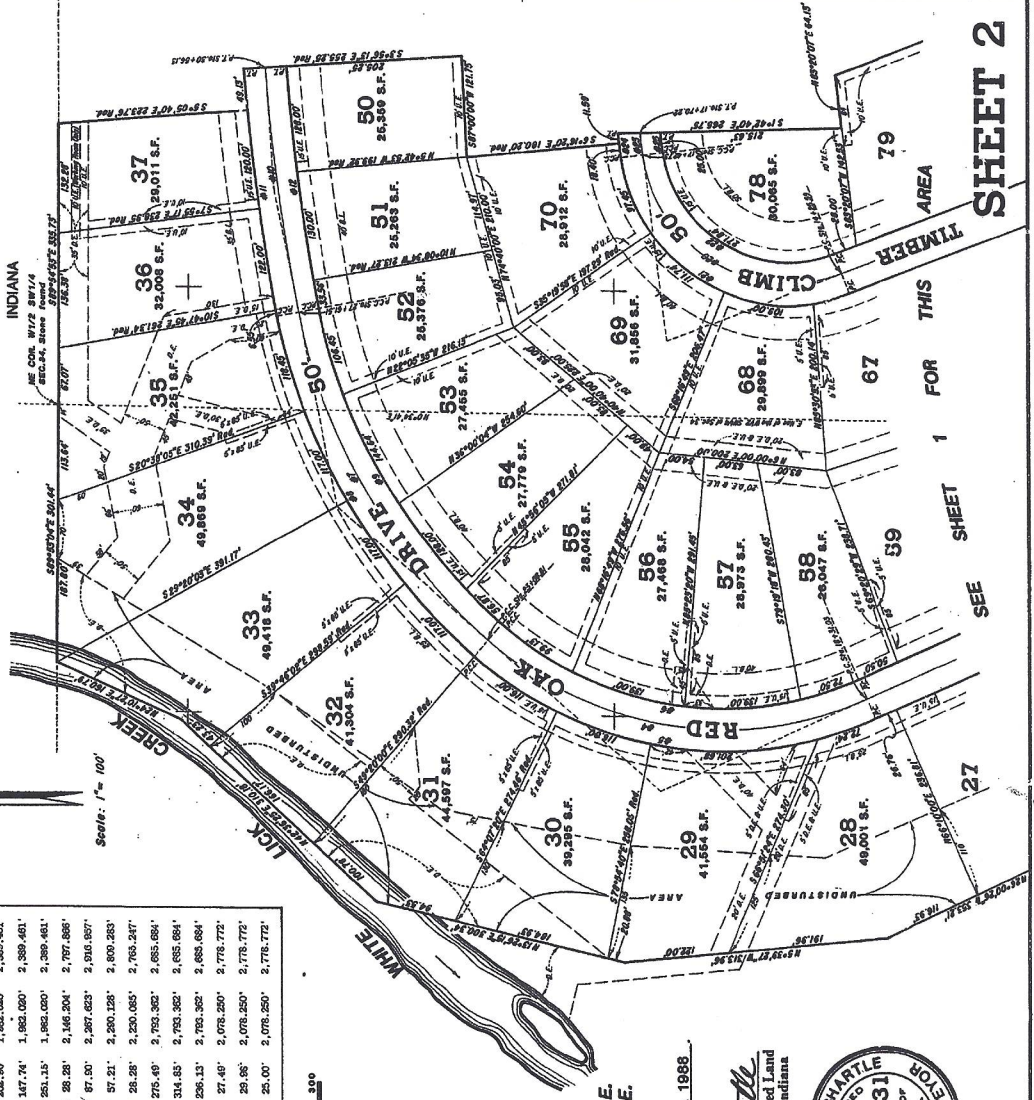
# OAK BEND ESTATES, SECTION 2

A SUBDIVISION OF A PART OF THE  
SW 1/4 OF SEC. 34, T. 10 N., R. 1 E.

HENRICKS COUNTY,  
INDIANA



Scale: 1" = 100'



SEE SHEET 1 FOR THIS AREA

SEE SHEET 2

#	A	R	T	L	Long Chord	Rad. Point N. E.
1	5°46'50"	3,274.01'	165.30'	330.32'	X 20°25'55" E 330.12'	1,322.042'
2	5°39'51"	3,240.04'	160.73'	321.20'	X 21°00'04" E 321.07'	1,322.022'
3	5°33'43"	3,290.04'	169.87'	338.44'	X 20°33'09" E 338.28'	1,322.042'
4	6°43'00"	424.41'	267.78'	477.78'	X 8°25'00" E 442.95'	2,871.270'
5	6°43'00"	449.41'	283.16'	506.02'	X 8°25'00" E 479.03'	2,671.270'
6	6°43'00"	396.41'	252.01'	449.63'	X 8°25'00" E 428.27'	2,671.270'
7	38°25'00"	675.16'	235.22'	462.70'	X 58°51'30" E 444.29'	2,707.478'
8	38°25'00"	700.76'	243.92'	469.45'	X 58°51'30" E 460.72'	2,600.637'
9	38°25'00"	650.76'	226.31'	433.68'	X 58°51'30" E 427.63'	2,707.478'
10	7°00'47"	2,406.98'	147.48'	294.62'	X 82°53'25" E 294.43'	1,007.782'
11	7°00'47"	2,431.86'	149.02'	297.68'	X 82°53'25" E 297.49'	1,007.782'
12	7°00'47"	2,381.86'	145.86'	291.68'	X 82°53'25" E 291.37'	1,007.782'
13	29°45'13"	886.14'	104.87'	203.20'	X 6°22'25" E 202.60'	1,882.000'
14	29°45'13"	870.14'	104.87'	203.20'	X 6°22'25" E 202.60'	1,882.000'
15	34°49'51"	430.14'	131.69'	266.04'	X 3°51'30" E 261.13'	2,148.204'
16	34°49'51"	430.14'	131.69'	266.04'	X 3°51'30" E 261.13'	2,148.204'
17	23°56'39"	50.00'	—	—	X 69°43'30" E 67.00'	2,787.682'
18	59°00'00"	60.00'	—	—	X 29°15'00" E 28.28'	2,520.085'
19	59°00'00"	20.00'	—	—	X 29°15'00" E 28.28'	2,762.247'
20	103°30'00"	175.00'	223.32'	317.14'	X 39°49'00" E 275.49'	2,752.362'
21	103°30'00"	200.00'	235.22'	362.45'	X 39°49'00" E 314.83'	2,752.362'
22	103°30'00"	150.00'	101.42'	271.64'	X 39°49'00" E 258.13'	2,752.362'
23	1°45'28"	886.14'	13.75'	27.48'	X 85°27'44" E 27.48'	2,078.250'
24	1°51'54"	821.14'	14.99'	29.89'	X 85°30'53" E 29.88'	2,078.250'
25	1°38'39"	871.14'	12.50'	25.00'	X 85°29'20" E 25.00'	2,078.250'

0 50 100 200 300  
SCALE IN U. S. SURVEY FEET

**LEGEND**  
S.L. BUILDING LINE  
U.S. UTILITY EASEMENT  
D.S. DRAINAGE easement

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

Given under my hand and seal JUNE 30, 1988

*Stanley M. Shartle*  
Stanley M. Shartle, Registered Land  
Surveyor No. 2431, State of Indiana

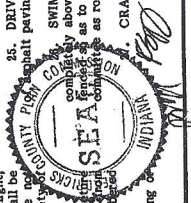




# OAK BEND ESTATES, SECTION 2

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 plat, no building 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 widest part of the lot. Architectural appearances projecting not more than 24 inches above the finished grade, and not more than 4 feet, unenclosed and unroofed porch shall be permitted on the rear side 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 habitation 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 Hendricks 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 wells, destruction of, and other vegetation, and any other such matter as may affect the environment of the subdivision. The committee's approval or disapproval as respects the requirements of this section shall be in writing, in the event the committee, or its designee, fails to approve or disapprove any plans and specifications within the time specified in this section, the committee shall be deemed to have approved them. If no suit to enjoin the construction has been commenced prior to submission thereof, approval will not be required and the related covenants shall be deemed to have been fully complied 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 use which is to be changed, altered, placed, erected, or located in this subdivision. A suit may be brought to enjoin the location plan (creation control plan) and a development plan showing a proposed structure and first floor elevations, with slopes for positive surface drainage have been approved by the Hendricks County Plan Commission. For any of these 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 Table of Elevations appearing on said development plan and at the end of these covenants, shows, for each lot, the elevations of the proximity of lots 83, 84, 85, and 86 to the shown on said development plan. Backslopes of the 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 between the floodway fringe line and the 100-year flood line shall have as its first floor elevation the flood protection grade given in said table. Construction of any kind in this subdivision without prior approval of said Department of Natural Resources shall constitute a violation of this section. The contents thereof, constructed at location will be below the tabulated flood protection grade, even if subdivision any structure situated outside the floodway and floodway fringes, said basement shall be specially designed and constructed to prevent the entrance of ground water. While said Department of Natural Resources has determined the positions 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 any ordinances passed and adopted by the Board of Commissioners of Hendricks County, Indiana, October 7, 1985, entitled Chapter 3-1, Minimum Standards for Water Supply Systems and Geothermal Heat Pump Systems. The private septic tank 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.
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, air or view, or will otherwise hinder or damage the aesthetics of the subdivision. No fence shall be erected 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 28 below.
11. CONSTRUCTION TIME. Any dwelling, fence, water line, sewer ditch, or any structure, including sidewalks, once approved for construction, must be completed one (1) year from the date construction starts. Sidewalks shall be constructed in accordance with Section numbered 12 below.
12. STORAGE TANKS. Oil or gas storage tanks shall be buried or located in a dwelling or garage.

13. SIGNS. The only signs permitted to be erected or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution in connection with property during the construction and sales period, a single yard sign placed by the owner to advertise the property for sale 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. At driveways no one may place, construct, plant, maintain, allow, or suffer any improvements, landscaping, or other obstructions which may obstruct or interfere with sight on simple points 2 and 8 feet from the driveway ends so as to provide 150 feet of sight distance in both directions from points in the driveways 25 feet from the street curb. The committee determines that this rule 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 poultry shall be kept or maintained in this subdivision except household pets such as cats and dogs, but no pet shall be kept, bred, or maintained for commercial purposes. Household pets kept shall be confined by fences 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 sidewalk construction shall be in accordance with Section numbered 32 below.
19. MAINTENANCE OF LOTS AND IMPROVEMENTS. Excepting in the Undisturbed Area, each lot owner shall at all times maintain the lot and any improvements thereon to prevent the lot from becoming unsightly by removing all debris, rubbish, dead trees, stumps, plastic materials or conditions that reasonably tend to detract from or dilute the aesthetic appearance of the subdivision, and by keeping the exterior of improvements in good state of repair. Garbage, trash, and other wastes shall be kept in covered and sanitary containers which shall be emptied weekly by their designated representatives. All lots, whether improved or not, shall be mowed by the owner or their designated representatives at least twice during each of the months of April through September.
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.
21. BUSINESSES. No essential building shall be erected, nor shall any manufacturing, wholesaling, or retailing business be carried on in this subdivision.
22. DEDICATED EASEMENTS. The owners of the lots in this subdivision will take their titles subject to the rights of public utility companies, the Hendricks County Drainage Board, and the Commissioners of Hendricks County in those certain strips of ground designated "utility easements" and "drainage easements" which are reserved hereinabove. No permanent or other structure shall be erected or constructed on said easements excepting fences and gates for which the easements have been reserved. Fences retaining on any lot shall be approved by easement holders if necessary to the proper operation of the easements. The easements for which the easements have been reserved shall be installed on 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.
24. UNDISTURBED AREA shown hereon shall remain in its natural state and no standing trees, small vegetation, or soil shall be disturbed or removed except as may be necessary for the installation of outlets for foundations and water lines. No trees larger than one (1) inch in diameter washer diameter for the installation of said drain outlets and/or water facilities, and backfilled trenches shall be seeded immediately to retard erosion. No temporary or permanent dumping of dirt, grass clippings, leaves, or rubbish of any kind is allowed in this area. This covenant shall not restrict the authority 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 comparable material. Driveways shall be a minimum of four (4) inches thick excluding subbase material. Driveways shall be finished with a minimum of four (4) inches of concrete. Driveways shall be completely above ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced to protect the safety of others. Prior to erection, such fence shall be approved by the committee as required by Section numbered 10 above.



# OAK BEND ESTATES, SECTION 2

STATE OF INDIANA }  
 COUNTY OF HENDRICKS } SS:

Before me, the undersigned Notary Public within and 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.

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



My Commission Expires:  
November 18, 1990

APPROVAL

Pursuant to IC 36-7-4-706 et seq., and all amendments thereof, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Plan 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 24th day of August, 1988.

*Robert B. Krizan*  
 Robert B. Krizan  
*Ross McClain*  
 Ross McClain



This instrument prepared by Country M. Shurtle, PE, LS.

LOT	FIRST FLOOR ELEVATION	FLOOD PROTECTION GRADE	LOT	FIRST FLOOR ELEVATION	FLOOD PROTECTION GRADE
24	851.0'	---	58	850.5'	---
25	851.5	---	59	850.5	---
26	852.0	---	60	850.0	---
27	851.0'	---	61	851.0	---
28	849.5	---	62	850.0	---
29	849.0	---	63	822.0	---
30	851.5	---	64	833.0	---
31	848.0	---	65	853.0	---
32	851.5	---	66	849.5	---
33	851.5	---	67	850.5	---
34	852.5	---	68	847.5	---
35	851.5	---	69	851.5	---
36	851.5	---	70	851.5	---
37	853.5	---	78	852.5	---
38	853.5	---	79	850.5	---
51	853.0	---	80	847.0	---
52	852.5	---	82	820.0	814.5
53	853.5	---	83	816.0	811.5
54	852.5	---	84	812.5	814.5
55	849.0	---	85	816.5	814.5
56	849.0	---	86	821.0	816.0
57	849.0	---			

SHEET 5

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 curb.

29. BASEMENTS may be constructed in this subdivision but pump, ejector systems for wastewater disposal and sump pumps for foundation protection shall be installed in accordance with applicable codes. For rules regarding basement floor elevations on certain lots, see Section numbered 8 above.

30. SIGNAL RECEIVER. No signal receiver in the form of a satellite dish, or other similar device, shall be permitted closer than fifty (50) feet from a street boundary.

31. SANITARY SEWER CONNECTION. A check valve to prevent backflow shall be installed in every pipe connecting between a dwelling and a public sanitary sewer.

32. 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.

33. SIDEWALKS. Each initial lot owner taking his title from the developer, by acceptance of a deed, shall be deemed to have agreed to construct and maintain in good condition, and to cause to be constructed and maintained, sidewalks, walks and other pedestrian ways, which shall conform with the lines and grades as established by the Committee. Each said 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 plans for this subdivision on file in the office of the Hendricks County Plan Commission and shall be placed on a 4-inch aggregate sub-base. Sidewalks shall be constructed within sixty (60) days after completion of the dwelling on the lot, weather permitting, or within two (2) years of the date of said deed if no dwelling is constructed or prior to the conveyance of title to another party, whichever first occurs.

34. ENFORCEMENT. If the covenants 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 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 said subdivisions clear, or to construct and/or maintain sidewalks in accordance with the restrictive covenants, the committee shall have the right, but not the obligation, with the restrictive covenants, to enter upon the lot to cause to be repaired, repaired, now, then, or in the future, or to perform such other acts as may reasonably be necessary to make said lot and/or any improvements situated thereon, conform to the requirements of these restrictions. The 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 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 also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of ten percent (10%) per annum until paid in full. In the event of the committee's charge has been assessed due to the failure of the owner to comply with the restrictive covenants, the committee shall have the right to institute such proceedings, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire an interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified, and by acquisition, making such purchase or acquisition, that the restrictive covenants herein shall be conclusively held to have conveyed to pay the committee all fines that shall be made pursuant to this paragraph.

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.

36. TERM. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the said PHW Development Corporation, by Paul T. Hardin, President, as owner and proprietor of the above-described real estate, has set his hand and seal this 11th day of December, 1988.

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

*Debra F. Scott*  
 Debra F. Scott, Notary Public

*Mary Jane Hazzler*  
 Mary Jane Hazzler

HENDRICKS COUNTY ENGINEER

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING  
 DATE: 11-11-88

*Debra F. Scott*  
 Debra F. Scott, Notary Public

*Mary Jane Hazzler*  
 Mary Jane Hazzler

HENDRICKS COUNTY ENGINEER