

SECTION

CURVE DATA



100	SECTION 34,
	T.16
	Z
	70
	-
v	iu

987.383* 3,661.954' Stone found 1976, 1984, and 1987 by Sharrite; Type B Monument set 1988 by County Not investigated K 974.223' 6,329.152' Type B Monument set by I.D.O.H. from
1,000.081' 1,000.041' 983.722' 2,330.997' 987.388' 3,661.954' 974.223' 6,329.152'
963.722' 2,330.997' 967.368' 3,661.954' 974.223' 6,329.152'
983.722° 2,330.997° 987.388° 3,661.954° 974.223° 6,329.152°
967.368 3,661.954 974.223 6,329.152
974,223' 6,329.152'
974,223' 6,329.152'
974.223' 6,329.152'

	1		·		. !			
	*	D	*	-	-	Cong Chord	Man Polet N. E.	- 21° 16 16
	-4	803813	2,406.98	181.70	362.83	8 88°37'07" E 362.49"	1,007.762	2,929,485
m	N	8°38"13"	2,381.98	179.84	359.07	8 89'37'07" E 358.73'	1,007.702	2,9 0.465
	ω	1009'27	2,431.98	24.58	49.13	N 85°29"04" E 49.13"	1,007.782	2,942.496
	4	3°48'24	2,431.98	80.80	161.54	N 87-57-57 E 161.51	1,007.788	2,932,464
	on	88043'12"	30.00	29.34	40,46	N 45°30'32" E 41.95"	3,469.782	2,927.007
	o	88°43'12"	30.00	29.34	40.40	S 43"12"40" E 41.95"	3,467.546	3,033,026
	7 .	2016'10"	2,431.98	48.20	96.40	S 86-26'00" E 96.39'	1,007.782	2,029,486
	69	90-19'18"	30.00	30.17	47.20	S 40*00'21" E 42.55"	3,335,198	3,324.725
1	9	-88'31'98	30.00'	33,46	50.41	N 63"20"07" E 44.69"	3,322,945	3,434.000
The I	10	29054'49"	520.87	139.14	271.98	S 70"20"30" E 268.84"	2,866.388"	3,341.377
. ,	=	29054'41"	548,87	145,81	294.97	S 70'20'30' E 201.75'	2,866.388	3,341,377
*	12	23°08'07"	495,87	101.50	200.23	S 66°67"23" E 196.87"	2,806.386	3,341.377
	13	57°36'41"	260,44	143.21	201.07	S 84"11"39" E 250,98"	3,422,789	3,910,691
DESCRIPTION	74	42-04'57	239.44	90.57	172.92	S 76-25-47 E 109.00"	3,422,789	3,940,691
	TÎ,	47~28'42"	285,44	125.53	230.53	S 79°67°40" E 229.82"	3,422.789	3,910.691
Hestored 1847: by animal, pipe set main	16	105°31'44"	30.00	39.47	55.25	N 29°46'82" E 47.77"	3,219.098	3,937.403
Stone found 1047 1998 and 1987 by Shanile	17	83°01'27"	30.00	26.55	43.47	S 61°21'90" E 39.77"	3,115.274	3,580,934
Owing regard 1 date 1 comes on the 1001 of the comes	ä	30°40'00"	381.97	104.73	304.44	N 7'40'00" W 302.01"	3,004.287	3,673,376
Stone found 1947 by Shartle and restored 1987	19	27°30'34"	356.97	87.38	171.30	N 6"05"17" W 169.75"	3,004.287	3,673.376
by him from his old references	20	30°40'00°	406.97	1.11.59	217.83	N 7°40'00" W 218.23"	3,004.287	3,673.376
	21	270712	125.00	30.15	50.17	N 9*26*24" W 50.62"	3,310.892	4,083.863
No stone found; pipe set flush at midpoint of	23	270772	150.00	36.18	71.00	N 9°26'24" W 70.34'	3,310,892	4,080.985
CE IN 1989 by Sharpe and Parsons	23	2700712	100.00	24.12	47.33	N 9*28*24" W 48,88"	3,310.892	4,083.983
Time B Monument set by IDOM from	24	0.45.14	921.14	5.79	11.50	N 84*05'17" E 11.59"	2,078.250	2,778.772
	25	2102438	896,14	169,40	334.86	S 84°57"16" E 322.91"	2,078.250	2,7 772
	26	21018 64	921.14	173.23	342.46	S 84"54"03" E 340.50"	2,078.250	2,778.772
Sandstone with cross on top found 1987 by	27	2103131	871.14	165.57	327.23	S 85°00'40" E 328.31"	2,078.250	2,778.772
Sharite and Parsons	28	22-55'00"	415.26	84.17	100.00	S 62*47"30" E 184.99"	2,537.811	2,920.996
	29	10-10/54-	440.26	1896B	124.34	S 66*09'33" E 123.63'	2,537.811	2,920.901
Restored 1947 and 1976 by Sharee, comer lost	. 30	14-06'90"	390.26	48.30	98.28	S 67"10"57" E 96.00"	2,537,811	2,920.901
Shorte: Type R Manument set 1988 by County	31	36.46.89.	30.00	.1 34.90	51.72	S 10°43'27" E 45.58"	2,850.165	3,100.404
Creating, 1900 to mornament and 1000 of courty	33	84°24'00"	30.00	27.20	44.19	N 79°43'55" E 40,30"	2,938,910	3,169.628
Midpoint of GI (Unmerked)	33	20'00'00	247.50	43.75	10.00	N 48"41"30" E 86.17"	2,880,170	,12,882.672
	34	50"28"44"	60.00'	28.28	52.00	N 63"54'22" E 51.17	2,784,642	3,000.551
Stone found 1976, 1984, and 1987 by Shartle;	35	256"06"86"	50.00	1	222.01	N 38*24"14" W 79.28"	2,074.654	3,011.191
Type B Monument set 1988 by County	36	24-37-12-	60.00	13.09	26,78	N 26"21"28" E 25.58"(2,847.956	3,117.902
	37	33"88"00"	818.51	249.98	408.24	N 21-41-00" E 476.16"	3,402.034	2,564.142'
NOT INTERPRETATION	38	32-90'33"	793.51	231.36	480.23	N 21°16'36" E 444.22"	3,402.034	2,564,142
Time R Moniment set by IDOH from	39	35"20"19"	843.51	253,64	HE 482.77	N 21º55'51" @ 486.80"	3,402.034	2,564.142'
	40	1.06.13	406.97	3.92	7.84	N 7*08'53" E 7.84	3,004.287	3,673.376



* . E

JUNE 1980



hand and real April 17, 1999:

2 14%

Ø

BEND ESTATES.

SURVEYOR'S CERTIFICATE

I, the undersigned, do hereby certify that the following description and the accompanying plat of survey of Oak Bend Estates, Section 3, conform with the Standards of Practice for Class C surveys adopted January 17, 1986, by the Indians society of Froficational Land Surveyors, and represent subdivision of a part of the East Half of the Southwest Quarter, and a part of the West Half of the Southwest Quarter, and a part of the West Half of the Country of Southeast Quarter of Section 34, Township 16 North, Range' i East, Hendricks Country, Indiana, described as follows:

Beginning at a cross on a stone at the center of said section; thesee South 0 degrees 45 minutes 48 seconds West slong lite east line of the Southwest Quarter of said section 188.55 feet; thence South 40 degrees 20 minutes 30 seconds East 286.25 feet; thence South 50 degrees 20 minutes 48 seconds East attended by a long chord having a bearing and elength of South 45 degrees 20 minutes 48 seconds East subtended by a long chord having a bearing and elength of South 49 degrees 40 minutes 41 seconds East 8.51 feet; thence South 23 degrees 40 minutes 40 seconds East 8.51 feet; thence South 23 degrees 31 minutes 40 seconds East 8.51 feet; thence South 45 degrees 40 minutes 43 seconds East 8.51 feet; thence South 45 degrees 40 minutes 43 seconds East 8.51 feet; thence South 45 degrees 40 minutes 43 seconds East 8.51 feet; thence South 45 degrees 20 minutes 40 seconds East 8.51 feet; thence South 45 degrees 20 minutes 40 seconds West 31.52 feet; thence South 46 degrees 20 minutes 40 seconds West 31.52 feet; thence South 52 feet; thence South 45 degrees 20 minutes 40 seconds West 31.52 feet; thence South 52 feet; thence South 52 degrees 40 minutes 40 seconds West 31.52 feet; thence South 52 feet; thence South 52 degrees 50 minutes 31 seconds West 31.52 feet; thence South 52 feet; thence South 52 degrees 50 minutes 40 seconds West 31.52 feet; thence South 52 degrees 50 minutes 40 seconds West 31.52 feet; thence South 52 feet; thence 50 feet; thence 50

Said subdivision consists of 31 lots numbered consecutively from 38 to 49, both inclusive, from 71 to 77, both inclusive, from 87 to 95, both inclusive, and 121, 126, and 127. The boation and dimensions of said lots and the boation and dimensions of street rights of way and other essements are indicated on the accompanying plat in figures denoting U. S. Survey Feet and decline fractions thereof. The theoretical uncertainty of this survey is 0,14 feet. Northings and eastings shown hereon are based on a local system of plane rectangular coordinates in which the bearings 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 17thrday of April 1989:



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

(1) Those designated as Utility Basements are reserved unto utility companies, excluding transportation companies, for the installation, operation, and maintenance of studiary sevens, ducts, and undergound cables, conclusts, and gas and water maints, excepting any easements marked Working Room Only whereon no utility facilities shall be placed, the rights of the utility companies therein being limited to entry for the purpose of exercising the aforecasid rights of installation, operation, and maintenance upon an abutting utility easement;

The undersigned, PRAW Development Corporation, by Paul T. Hardin, President, as owner and proprietor of the above-described real estate, does hereby certify that it has laid out, platted, such subdivided, and does hereby lay out, plat, and aubdivide said 28,899-acre parcel of land into lost, streets, and exements in accordance with the accompanying plat. It further certifies that all undedicated street rights of ways shown on said plat are hereby dedicated to the public for such use, and that certain stipps of ground having the dimensions stated on said plat are hereby dedicated as easements for the following described purposes:

PROPRIETOR'S DEDICATION

SECTION

(2) Those designated as Drainage Easements are reserved unto the Hendricks County Drainage Board for the control of surface water drainage, the maintenance of White Lick Tributary No. 4, and for the installation, operation, and maintenance of some newers, tile drains, and subsurface drains as defined by the Hendricks County Subdivision Control Ordinance; and

(3) Those designated as Stope Easements are reserved unto Hendricks County for street, bridge, and culvert maintenance where bridge and/or culvert structures and earth fills over them encroach upon adjoining lots.

PHW Development Corporation does by this indenture, and by those strictive covenants and requirements entered for record in Miscellaneous Record.

office, festifict and covenant the lots and other areas within the boundary of Okt Bend Estates, Section 3, to itself and its grantees, assigns, successors, legal its presentatives, and to any person, persons, itself and the grantees, assigns, successors, legal its presentatives with on any person, persons, seeks, it to the following terms, slippishines, conditions, restrictions, and government where some lot side disable tables and the side of the disables and the side of the s RESTRICTIVE COVENANTS The restrictive covenants and requirements given herein, together with those entered for record in Miscellancous Record page in the office of the Recorder of the aforesaid county, shall operate, be in force for, and apply to this plat. Henceforth this subdivision shall be known and designated as OAK BEND ESTATES, SECTION 3, a subdivision of a part of the Soseth Half of Section 34, Township 16 North, Range I East, Hendricks County, Inelians.

A petition addressed to the Hendricks County Drainage Board has been filed in duplikate with the County Surveyor requesting that this subdivision's storm drainage system and the easements therefor, identified as "drainage easements" hereon, be accepted into the county's regulated detainage pattern so that a maintenance fund may be established by assessment under the authority of the Indiana Drainage Code, and so that said Board may exercise other powers and duties as provided for in said code. This subdivision contains 2,772 linear feet of sorm sewers, 140 linear feet of culturel pipe, 4,056 linear feet of subtrained or substantiace drains, 3,357 linear feet of open ditches, and 765 linear feet of White Lick Thouary No.

Said strips of ground are subject at all times to the proper authorities and to the easements herein reserved. The int owners shall take their titles subject to the rights of easement holders and to the rights of the owners of the other lots in this subdivision. No permanent or other structures shall be created or maintained upon such utility, drainage, or slope easements excepting feaces installed in accordance with Section numbered 10 below and the facilities for which said eastments are reserved, and no facility shall be placed on an easement in a position that will obstruct a properly line or corner.

1. DEFENTIONS. "Committee" shall mean the Architectural and Environmental Control Committee composed of the officers and directors of PHV Development Corporation or their duly authorized representatives, all of whom shall serve without compostation for services performed as committee members. In the event PHW Development Compostation is disabled, the then existing committee members shall appoint an owner to take said members position on the committee, in the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner.

PRESIANT to IC 35-74-700 or an, and all amendment thereigh the underrigated do hereby certify that the public audies of the hearing by the floateful County Fine Commission on the hereb cannot owner's application for approval of the plat drive complicit with IC 35-74-706 and all amendments thereof, and that said plat was approved at said beauty with a majority of the seventhers of said Countrisions concurring in said at said hearing with a majority of the seventhers of said Countrisions concurring in said

Given under our hands and seal this 127 day, of

Robert E. Jarzef, Secretary JUNE 1909

PARSONS & SHARTLE

REGISTERED PROFESSIONAL CINEERS AND LAND SURVEYORS

PSTATES orction 101

"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 or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

"Flood Protection Grade," as defined by the Indiana Department of Natural Resources, means the elevation of the lowest point in a building at which flood waters may enter the interior of the

building.

"Lowest Point in a Building" means (1) the lowest floor of a building (if a basement is included, the basement floor is the lowest floor); (2) the garage floor if the garage is the lowest level of the building; or (3) the floor feec of any enclosure below an elevated building where the walts of the enclosure provide some resistance to the flow of flood waters.

2. LAND ISSE*TÖÖIS shall be used only for residential purposes, and no lot shall be subdivided unless said division creates two building sites on three adjoining lots, which building sites comply with Hendrichs County's zoning and subdivision control ordinances and with these coverants. Where a lot is subdivided, or where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, the safe is line as best restrictions specified in Section numbered 5 below which are apply to said common. for line. Drainage casements and utility essements coinciding with lot three may not be built across.

3. DWELLING SIZE. No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence not to exceed three stories in height. Dwellings on all host shall have, at a minimum, attached two-our pariget. The ground floor area of the main structure of any cone-story dwelling, excluding garages and one-story porches, shall be not less than 2,000 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, shall be not less than 2,000 square feet. The provide floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, shall be not less than 1,100 square feet, with no less than a total of 2,200 square feet of finished

4. UTILITY BUILDING AND/OR BAIN. A usiky building, barn, or other accessory building will not be allowed on any for, except one gazebo type structure and/or one in-groundspool accessory building/bath house must be eracted as a mart of and, in conjunction with a privacy fence surrounding an in-ground pool as provided for in Section numbered 25 below. Prior to commencement of its construction, any building allowed by this Section numbered 4 must be approved as to location and design by the committee as described in Section numbered 7 below.

5. BUILDING SETRICAL DISTANCES. Between the front lot lines and the building times shown on this plat, no buildings shall be erected, placed, aftered, 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 building line. Architectural exclusion that the not less than 20 percent of the lot width, as measured at the building line. Architectural appurtenances projecting not more than 2 d inches, satirways projecting not more than 20 incre than 30 percent of the lot width, as measured at the building line. Architectural appurtenances projecting not more than 40 since the satiral support of sati 6. OCCUPARCY OF STRUCTURES. No dwelling shall be occupied or used for residential purposes or buses habitative with it has been fully completed upon the outside and substantially completed on the inside, and a Certificate of Occupancy has been seased therefor by the Hendricks County Building Commissioner No other structure or mobile frome shall be used at any time as a residence, either temporarily or permanently.

7. AMCHITECTURAL DESIGN. No building, wall, fease, or other structure shall be constructed, exceed, pareed, or attempt, in this subdivision until the location plan, building plans, and specifications have been furnishmented and approved by, the committee as to harmony with the caterior design quality, and aestificate appearance of structures already existing, and as to conformity with guiding plans, for those elevations, destruction of event existing, and as to conformity with guiding plans, and the content of the structure attends of tree and other vegetation, and any other such matter as mily affect tip environment or ecology of the subdivision. The committee's approval or disapproved as required in these covenants shall be in writing. In the event the committee approval of the eleganced representative, falls to approve or disapprove any plans and specifications have been submitted to it, or in any event, if no sait to explore the construction his been commenced prior to the completion thereof, approval will not be required and the related covenants shall be in the construction his been composition thereof, approval will not be required and the related covenants shall be deemed to have been fully complicate with.

2. 8. IMPROVEMENT LOCATION PERMIT: In addition to the appleval required in Section numbered 7 above, an Improvement, Location Permit must be issued by vige Hednirichs Coumby Building Commissioner before any structure, improvement, or land use may be altered, changed, placed, erected, or locaged in this subdivision. A soil and water conservation plan (erosion control plan) and a development plan showing house locations and first floor elevations, with slopes for posture aurince of each owner to develop in bit in a way that assures that finished slopes, grades, and encountrol measures comply with said soil, water, and development plans after completion of all improvements and inadscaping. See Section numbered 23 below. Said plans may be inspected in the office of said inadscaping.

commission during regular office hours. Deviations from those plans require prior commission approval and may necessitate a site reevaluation and redesign by a Registered Professional Engineer or Registered Land Surveyor at the time of improvement hostion permit and certificate of company application, which engineer or surveyor shall certify positive surface clusings 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 convenants, shows, for each lot, first floor elevations from non asid development plan. Because of the promiting on the first constructed at the locations stown on a said development plan. Because of the promiting on the side also specifies for each said to a flood protection grade invitable by the Indiana Department of Natural Resources. Flood protection grades is defined in Section numbered 1 above. For any house to be constructed (with prior Plan Commission approval) on, the 100-year floodway single between the floodway fringe line and the 100-year flood why the said lable. Lowest floor of a building is defined in Section numbered 1 above. For any house of the substance of the floodway single between the flood protection grade given in said table. Lowest floor of a building is defined in Section numbered 1 above. Construction of any table site of substance while Lack Philutary Number 4 and the 100-year flood line shown herein is probabited without prior approval of said Department of Natural Resources. While said Department of Natural Resources had been their engineers make any express or implied warrancy with regard to the correctness of said limits. Lot owners floothi trauer all swellings and the contents thereof), constructed at or near these finite, againsts possible flooding. Basenesses shall be specially designed and constructed to prevent the ent

9. PRATER WELLS, WATER SUPPLY SYSTEMS, AND GEOTHERMAL HEAT PURSE PYSTEMS shall comply with minimum standards set forth in an ordinance passed and adopted by the Board of Commissioners of Herarichs Counsy, Indiana, October 7, 1985, entitled Chapter 31, Maintanna Standards for Well Supply Systems and Geothermal Heat Purp Systems. The pities adapter wast on any well located within the 100-year flood within the 100-year flood waster than 100-year flood within the pities and the 100-year flood waster stally liver an elevation at or above the flood protection grade for the lot as given in the aboreamentioned labels of Elevations. Whenever a public water supply system is constructed within 100 sets of any to this subdivision, a direct connection shall be made by the owner to said water supply system within two (2) years of the availability dose. Right of enforcement of this covenant is hereby granted to the Herdricks County Plan Commission.

(I) FENCES require committee approval before erection as provided in Section numbered 7 above. No fance shall be placed on any lot or boundary hierord that will obstruct reasonable light, air, or view, or will otherwise inflored or denses give the seatheries of the subdivision. No faces shall be precised in the front, yaid of a declining excepting open wood fences of a decorative type not exacesting four (4) feet in height. Swimming posts shall be proporty fences do protect the safety of others as required by Section numbered 25 below. Fences are allowed in exacestic but are crecited at owners fall as anotherics may be parishly or completely term down by others if they interfere with the installation, operation, and/or maintenance of the facilities for which the exacent has been reserved.

11. CONSTRUCTION TIME. Any dwelling, fence, water line, sewer, direct, or any structure excepting sidewalks, once appropried and under construction, must be completed one (1) year from the date construction starts. Sidewalks shall be constructed in accordance with Section numbered 31 below.

12. STORAGE TANKS. Oil or gas storage tanks shall be buried or located in a dwelling or garage

cquired by law, a single sign permitted to be creeted or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a propagety during the construction and sales period, a single sign state of grange sale sign placed by the owner no more frequently than one day twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit huming or trapping. No sign shall exceed nine (9) square feet in size.

14. HUNTING AND TRAPPING are prohibited in this subdivision.

15. SIGHT DISTANCES. At driveways no one may place, coastruct, plan, maintain, allow, or suffer any improvements, landscaping, or other obstructions to vision (excepting mailtoness mounted on simple posts) between 2 and 8 feet above the finished grade with the purpose that at least 150 feet of sight distance will be provided in both directions along streets from points in the circways 25 feet from the street cutb. Where the committee determines that this rule for a drivways is impracticable or unreasonable, it may allow an afternative that offers the least hazard and interference with traffic.

16. AVINALIS. 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 tanifatined for commercial purposes. Household pets kept shall be conflicted by fence or leash and kept quiet so as not to disturb the peace and tranquility of the neighborhood. Should an animal be walted by leash, any debris or animal waste resulting therefrom shall be cleaned up, removed, and disposed of by the owner of said animal.

PURSUANCE to AC 36-74-790 of seq., and all amendments thereof, the undersigned do hereby certify that the public notice of the pearing by the Rendridas County Plan Chamistsion on the herebranned owner's application for approved all this plat shy 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 approved.

116.14 ..

908 1000

;

Given under our hands and scal this day of

Rough Same, Springer JUNE 1989

50 Nº 3431 STATE OF

under my hand and seal April 17, 1989;

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

ESTATES, SECTION.

17. INDIRICAL PARKENG, No trucks larger than pickup trucks, disabled vehicles, unused vehicles, compen, trailers, recreasional vehicles, beats, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or to in this subdivision aniess it is exceeded in such a way that it is not visible to the occupants of the other loss in the subdivision. No vehicle of stay 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. LaNDSCAPPAG. The lot owner shall landscape the lot within stary (60) days following completion of a house thereon, weather paraeting, Landscaping required for sidewalk construction shall be in accordance with Section numbered 31 below.

19. MARIYENANCE OF LOTS AND BAPROVEMENTS. Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all othis, rubbish, dead treets, and other materials or conditions that reasonably tend to detruet from odminish the aesthetic appearance of the subdivision, and by keeping the certerior of all improvements in a good state of repair. Garbage, tresh and other wastes shall be kept in odnites and sanitary containers which shall be empirical weathy by a refuse collection service. All lots, whether or not improved, shall be moved by the lot owners 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, and shall anything be done or allowed to be done thereon which may become or be an annoyance or muisance to the neighborhood.

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

22. DEDNCATED EASEMENTS. The owners of the lots in this subchristion will take their titles subject to the rights of utility companies, the Hendrichs Courty Drainage Beaut, and the Commissioners of Hendrichs Courty in those certain strips of ground designated "utility essentents," "drainage easuments," and "stope easuments," which are reserved hereinabove. No permanent or other structures may be erected or constructed on said easuments excepting fences, and the facilities for which the cassments have been reserved. Fences erected on easuments may be removed by easument holders if necessary to the proper operation and maniferance of the facilities for which the easuments have been reserved. No facility shall be installed on any easument in a position that will obstruct a property line

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 or of asphalt paving. Pavement shall be a minimum of four (4) inches thick excluding subbase material.

25. SWIMMING POOLS. No swimming pools, where the water-level is either partially or completely above ground ever, shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such (spice shall be approved by the committee as required by Section numbered 10 above.

26. CRAWL SPACE, BASEMENT, AND POUNDATION DRAINS. No craw spaces, beacments, eaves trought, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street. Craw space drains, foundation drains and basement, drains intercepting and carrying only excess ground water may be connected to attend a thread and pupper. Said laterals connect with substriface drains that are gazzled with street curbs. Should any said laterals and/or bounface drains be blocked, partially blocked, or damaged with resulting damage to another to owner and/or to the drainage system of any street, the owner causing said blocking and/or damage, shall be jaible for all damages to the injured party or parties, the developer, or Hendricks County, and shall hold all contractors, engineers, developers, other lot owners, and said county harmless from liability therefrom.

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

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

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

30. UTILITIES CONNECTION INSPECTION. All materials and workmanship in the installation

PURSUANT to IC 36-7-4-709 of set, and all amendments thereof, the underrigned do hereby certify that the public notice of the handing by the Hendricks County Plan Continuistion on the herein-named 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 approval at said hearing with a majority of the members of said Commission concurring in said

Given under our hands and seal this

Local Some

JUNE 1989:

of connections between dwellings and utility facilities shall be subject to access and inspection by the utility companies arising jurisdiction, or by these duly authorized representatives or successors, who shall have the right to require correction of any defects discovered.

31. \$\$\text{\$81,878784LSS}\$. Each initial lot owner taking his title from the developer, by acceptance of a deed for said by, even if not expressed in said deed, is deemed to covenants and agree to build and maintain in good conditions a concrete walk at the sides of all streets upon which his lot abuts. Said walks shall conform with the lines and grades as established by the committee. Each said owner shall be committee for sidewalk construction, excision control, and decorative landscaping as required by the committee for sidewalk construction. Said walks shall conform with the development plants for this subdivision on the in the office of the Hendricks County Plan Commission and shall be placed on a 4-inch aggregate subbase. Sidewalks shall be constructed white sixty (60) days after completion of the dwelling on the lot, weather permitting or which two (2) years of the date of said deed in o dwelling is constructed or prior to the conveyance of title to another party, whichever first occurs.

32. ENPARCEMENT. It the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the coveraints hereto, it shall be lawful for any person or persons owning any lot or lost in this subdivision to preacute by any proceeding at law or equity the person or operators violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover demanges or other dues for such violation. A violation of any restriction herein will not result in reversion or fatnessis that deterior, or to keep sight distances clear, or to constrain its lot and/or any improvements situated thereon, or to keep sight distances clear, or to constrain its lot and/or any improvements situated thereon, conton keep sight distances clear, or to constrain its lot not the obligation, by and through its agents and employees or contractors, to enter upon said on and improvements situated thereon, conform to the requirements of thecessary to make said he and improvements situated thereon, conform to the requirements of the constitute said by collected in any reasonable manner from the owner, bethere the committee nor maintenance or other work performed hereunders. Any fine so assessed against any fot, negleties with interest and do there changes or costs as hereinalter provided, shall become and remain a lien upon that for an unreasonably fore period of time, the committee may institute und padd in full, it in the opinion of the committee may institute und possible or any dampe that may lift in the opinion of the committee may institute und possible or any dampe that padd in full, it in the opinion of the committee may institute und possible of the lot or lot subject to the charge that, in addition to the smount of the charge due at the time tagal action is instituted, be obligated to pay any expense or costs, including attempts (educ at the time tagal action is instituted, be obligated to pay any expense or costs including attempts (educ at the time of the admitted may let

33. 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.

34. SEVERABILITY. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain at full force and effect.

WWINESS WHEREOF, the said PHW Development Corporation, by Paul T. Hardin, President, as owner and proprietor of the above-described real estate, has set its hand and seal this

25th day of 1/4 . 1989.

COUNTY OF HENDRICKS SS

COUNTY OF HENDRICKS | """

Before me, the undersigned Notary Public within and for said County and State, pregisting appeared Paul T. Hardin, President of PHW Development Corporation, as owner and propriety of the above-described subdivision, and acknowledged the execution of the foregoing instrument (only in voluntary act and deed for the uses and purposes therein stated. Diana F. Scott, Notary Public Residing in Hendricks County, Ind.

My Commission Expires November 18, 1990.

STANE 3431 THE STANE STA SURVE

Given under my hand and seal April 17, 1989:

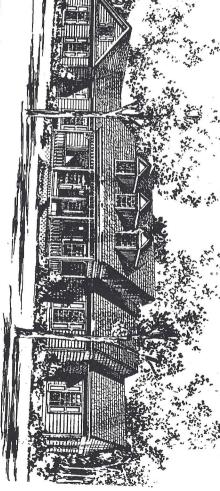
Stanley M. Sharthe, Registered Land Surveyor No. 3401, State of Indiana

SHEET

C

		Table	t at	Elevations	ng	
٥	First Floor Elevation	Plant : Protection Grade		Lat		Flood Protection Grade
38	854.0	1		75	ar's	
39	852.0	l		76		ı
5	07			č	0.000	1
ŧ	851.0	1		77	248.0	ı
*	850.0	I		87	3	
2	850.0	1		30 30	8.48	0
5	848.0	1		80		0.7.00
£	9300	930 0			d'Ann	0.988
: :	0.00.0	9.00.0		90	842.9	B21.0
45	848.0	1		9	843	
46	852.0	1		9 :		0.6%
47	R48 6			ì	0.000	.025.0
ž.	000	ı		93	839.0	826.
d	0.000	1		Ľ	843.0	827.0
49	852.0	1		95	9.46.3	
71	850.0	1		161	9	a.00.
7	0 0000			121	846.0	827.0
	0.000	1		126	846.0	ı
13	848.0	1		127	243	
					4000	1





stater my hand and scal April 17, 1989; ത

This instrument prepared by Stanle