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Part of the Southeast quarter of Section 14,
Township 15 North, Range 1 West.

- 4. That no administration was necessary and that no Inheritance Tax or Federal Estate Tax is due.
- 5. Affiant makes this affidavit for the purpose of transferring said property for taxation from the names of Elvin E. York and Maud L. York, husband and wife to Elvin E. York, unmarried adult.

Elvin E. York

 (Elvin E. York)

Subscribed and sworn to before me, a Notary Public, in and for said county and state this 28th day of June, 1973.

Charles W. Pope

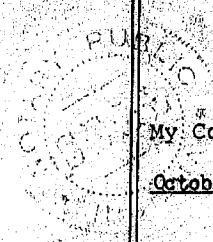
 Charles W. Pope

Notary Public

My Commission Expires:

October 14, 1975

This instrument was prepared by Lee T. Comer, Attorney-at-law,
 Danville, Indiana 46122.



ENTERED FOR RECORD
 BOOK 64 JUN 28 1973 PAGE 378-23

5623

HIDDEN VALLEY ESTATES CORP.

Mary Margaret Parker
 RECORDED HENDRICKS COUNTY

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 26 day of June, 1973 by the HIDDEN VALLEY ESTATES CORP. (hereinafter called "Declarant"),

WITNESSETH:

Whereas, declarant the HIDDEN VALLEY ESTATES CORP. is the owner of or has valid contracts to purchase the real estate described in Article II of this Declaration and desires to create thereon a residential community with a lake, playgrounds, open spaces, and other common facilities for the benefit of the community, to be known as HIDDEN VALLEY LAKE CORPORATION; Declarant may establish these facilities only upon the filing and recording of Sections 2 and 3 of the subdivisions. Should the facilities be provided in sections 2 and 3 they shall also benefit purchasers of sections 1. However, it shall be understood that no representations as to proposed facilities shall be made to purchasers of Section 1 prior to their being filed and recorded in sections 2 and 3. In such event these covenants and restrictions shall be applicable to section 1; and

WHEREAS, Declarant desires to provide for the preservation of the value and amenities in development of said land into a community, for the maintenance of lake, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real estate described in Article II, together with such additions as may hereafter be made thereto (as provided in Article III) to the covenants, restrictions, assessments, assessments and charges provided for in this Declaration and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, there may be incorporated under the laws of the State of Indiana, as a non-profit corporation, HIDDEN VALLEY LAKE CORPORATION, for the purpose of exercising the functions aforesaid; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to delegate and assign the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created to be paid HIDDEN VALLEY LAKE CORPORATION; and,

NOW, THEREFORE, "Declarant" declares that the real estate described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, assessments, assessments and liens (collectively referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall provide) shall have the following meanings:

- (a) "Corporation" shall mean and refer to Hidden Valley Lake Corporation.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown and so designated on the plat of any recorded subdivision plat of "The Properties" and intended to be devoted to the common use and enjoyment of the owners of "The Properties".
- (d) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded plat of "The Properties".
- (e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence of a single family.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or Dwelling Unit situated upon "The Properties", but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

Property Subject to This Declaration; Additions Thereto

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is known and designated as Hidden Valley Lake Corporation and Additions thereof, and contained within the legal description, marked Exhibit A, attached hereto, and by this reference incorporated herein;

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all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Easement to Owners. Declarant hereby grants an easement in favor of each Owner for the use, enjoyment, and benefit of the "Common Properties", and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 3. Covenant to Convey. Declarant hereby covenants and declares that all areas designated "Common Properties" within any recorded plat of any of "The Properties" as hereinbefore defined in Exhibit A are to be conveyed to the Corporation by a special warranty deed free and clear of all liens and encumbrances except the liens of current taxes and easements and restrictions of record, and any legal highways or rights-of-way.

Section 4. Additions to Existing Property.

(a) Mandatory Additions. Declarant now owns valid contracts entitling it to purchase the real estate described in Exhibit B, attached hereto, and by this reference incorporated herein. Declarant hereby covenants that it will from time to time and under and pursuant to said contracts consummate the purchase of all of the real estate described in said Exhibit B and will, upon acquiring title thereto, subject the same to the provisions hereof.

Said real estate described in Exhibit B, or any part thereof, shall automatically be made subject to this Declaration at the time Declarant perfects title to said land and plats same. Declarant further covenants to execute an acknowledgment in recordable form which described the particular parcel, or parcels, of real estate and that are thereby made subject to the provisions hereof, and Declarant may file such acknowledgment without securing the consent of the Corporation, or any of its members, or any person whatsoever.

ARTICLE III

Membership and Voting Rights in the Corporation

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any lot which is part of "The Properties" and which is subject by covenants of record to assessment by this Corporation shall be a member of the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Corporation shall have two (2) classes of voting membership:

Class A. Class A members shall be all those owners as defined in this Article III, Section 1, with the exception of THE HILLS VALLEY ESTATES CORP. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by this Article III, Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members and the vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. Class B members shall be the HIDDEN VALLEY ESTATE COOP. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Article III, provided, however, that the Class B membership shall be automatically cancelled and cease to exist after 5 years from the date of incorporation.

ARTICLE IV

Payment for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it within "The Properties" hereby covenants and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Corporation: (1) annual assessments; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of providing the recreation, health, safety and welfare of the residents in HIDDEN VALLEY LAKE CORPORATION, and, in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the "Common Properties" and of the homes situated upon the properties including, but not limited to, the payment of taxes and insurance for the "Common Properties", the grass cutting, yard maintenance and snow removal of the "Common Properties" and repair, replacement and addition thereto and for the cost of labor, equipment, materials, management and supervision for the "Common Properties". The assessment shall also be for the purpose of providing such municipal services including, but not limited to, trash and garbage pickup which are not provided by the local municipal authorities and for such items of repair, maintenance and alteration of "The Properties" and/or the individual Dwelling Units as the Board of Directors may, by appropriate action, from time to time authorize.

Section 3. Basis and Maximum of Annual Assessments.

Until the year beginning in January, 1976, the annual assessment shall be Twenty-Five dollars, per Lot, from and after January, 1976 the annual assessment may be increased or decreased by vote of the owners as hereinafter provided for the next succeeding two (2) years and at the end of each such period of two years for each succeeding period of two years.

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Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy in any year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the "Common Properties", including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments.

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Corporation may change the maximum and basis

of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Corporation is authorized to participate under its Articles of Incorporation and under Article XI, Section 2, hereof.

Section 6. Quorum for Any Action Authorized Under Sections

4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first duly called meeting of any meeting of the membership as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty per cent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments:

The date of commencement of annual assessments provided for herein shall be as the time and in the manner provided in Section 3 of Article IV above.

The due date of any special assessments under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

VERCIL O. SPRINGER

VERCIL O. SPRINGER

Section 8. Assessments - Miscellaneous. At such time as any annual assessment is changed as herein provided, the Board of Directors of the Corporation shall fix the date of commencement of the revised assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent out to every Owner subject thereto.

The Corporation shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Corporation, setting forth whether said assessment had been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Corporation.

If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE V

General Provisions

Section 1. The covenants and restrictions of this declaration

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shall run with and bind the land and shall inure to the benefit of and be enforceable by HIDDEN VALLEY LAKE CORPORATION, or the Owner of any land subject to this declaration, his respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the land has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land or to enforce any lien to recover assessments created by these covenants; and failure by HIDDEN VALLEY LAKE CORPORATION, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

VERCIL O. SPRINGER

Wm. K. Redigo
 President
 Hidden Valley Estates Corp.

Maurice J. Young
 Secretary-Treasurer
 Hidden Valley Estates Corp.

MADE June 26, 73
 STATE OF INDIANA }
 COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State personally appeared Wm. K. Redigo and Maurice J. Young, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 26 day of June, 1973.

[Signature]
 Notary Public
 Commercial Union Co.

[Signature]
 Notary Public
 Commercial Union Co.

VERCIL O. SPRINGER
 ATTORNEY-AT-LAW
 4101 NORTH KEYSTONE AVE.
 INDIANAPOLIS, IND. 46204
 TELEPHONE 837-0222

Requested By: MIKE R 04/30/2007

"HINDEN VALLEY SECTION FROM RESTRICTIVE COVENANTS"

THE UNDERSIGNED, JAMES L. MELTON AND JAMES D. MELTON, AS OWNER AND PROPRIETORS OF HINDEN VALLEY ESTATES LOCATED IN HINDEN VALLEY TOWNSHIP, HENDRICKS COUNTY, INDIANA DO HEREBY THIS INSTRUMENT, ABSTRACT AND CONVEY THE LOTS AND OTHER AREA WITHIN THE BOUNDARIES IN SAID SUBDIVISION TO THE PUBLIC AND THEIR HEIRS, ASSIGNS, SUCCESSORS, HEIRS, OR LEGAL REPRESENTATIVES, AND TO ANY PERSON, PERSONS, CORPORATION, PARTNER AND ASSOCIATING ANYONE WHO MAY OBTAIN TITLE TO SAID LOTS AS TO THE FOLLOWING TERMS, STIPULATIONS, COVENANT RESTRICTION, AND COVENANTS TO-WIT:

ONLY PROTECTIVE RESTRICTIONS: THE FOLLOWING COVENANTS, IN THEIR ENTIRETY SHALL APPLY TO ALL OF "HINDEN VALLEY" SAID SUBDIVISION BEING LOCATED IN HINDEN VALLEY TOWNSHIP, HENDRICKS COUNTY, INDIANA.

LAND AND BUILDING USE: NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO LOT SHALL BE SUBDIVIDED OR BUILT UPON EXCEPT AS SET FORTH IN THIS INSTRUMENT. NO LOT SHALL BE USED FOR ANY OTHER THAN THE SINGLE FAMILY DWELLING NOT TO EXCEED THE STORIES IN HEIGHT AND A PRIVATE ATTACHED GARAGE FOR NOT MORE THAN FOUR CARS. IN THE EVENT THE PURCHASER SHALL BUY TWO LOTS WITH THE PURPOSE OF BUILDING ONE SINGLE FAMILY DWELLING ACROSS THE CENTER LOT LINE, THE LOT LINE RESTRICTIONS SHALL NOT APPLY TO THE SECONDARY LINED DIVISIONS AND TWO SAID LOTS.

MINIMUM STORY: THE SECOND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY PORCHES AND GARAGES, SHALL BE NOT LESS THAN 1000 SQUARE FEET IN THE CASE OF ONE STORY STRUCTURES, NOT LESS THAN 600 SQUARE FEET IN THE CASE OF A MULTIPLE STORY STRUCTURE. THE MINIMUM STORY HEIGHT AND ASSOCIATION OF THE TERM "SINGLE FAMILY DWELLING" WITH RESPECT TO SINGLE-FAMILY DWELLINGS OF THIS LEVEL, IS-LEVEL, AND ONE-AND-A-HALF STORY DWELLINGS SHALL BE EXCLUSIVELY WITH THE "ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE."

ARCHITECTURE, DESIGN AND ENVIRONMENTAL CONTROL: NO BUILDING, FENCE, WALL, OR OTHER STRUCTURE SHALL BE ERRECTED, PLACED OR ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLAN, SPECIFICATIONS, EXCLUSIVE ELEVATIONS, MATERIALS, COLORS, TEXTURES, AND FLOOR PLAN SHOWING THE LOCATION OF SUCH STRUCTURES HAVE BEEN APPROVED AS TO THE COMPLETION AND HEIGHT OF SUCH DESIGN WITH EXISTING STRUCTURE HEIGHTS AND AS TO THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GRADE ELEVATIONS BY AN ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. ALSO THE FINISHED GRADE OF WELLS, SEPTIC SYSTEMS, VENTILATION OF TREES AND VEGETATION AND ANY OTHER SUCH MATTER AS MAY AFFECT THE ENVIRONMENT AND BEAUTY OF THE AREA SHALL BE THE PRUDENT DECISION OF THE COMMITTEE. THIS COMMITTEE SHALL BE COMPOSED OF THE UNDERSIGNED OWNERS OF THIS HEREIN DESCRIBED REAL ESTATE, OR BY THEIR ONLY AUTHORIZED REPRESENTATIVE. IN THE EVENT OF THE DEATH OR DEPARTURE OF ANY MEMBER OF SAID COMMITTEE, THE HINDEN VALLEY HOMEOWNERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION, OR TO RESIGNATE A REPRESENTATIVE WITH LINE APPROVAL. THE COMMITTEE SHALL BE ENTITLED TO RETAIN PERMANENTLY THE SUBMITTED COPY OF SUCH PLANS AND SPECIFICATIONS, AND ALL WORK SHALL BE ACCOMPLISHED IN CONFORMITY THEREWITH. THE COMMITTEE'S APPROVAL OR DISAPPROVAL, AS RELATED IN THIS COVENANT SHALL BE IN WRITING. IN THE EVENT THAT SAID WRITTEN APPROVAL IS NOT RECEIVED FROM THE COMMITTEE WITHIN 180 DAYS FROM THE DATE OF SUBMISSION, IT SHALL BE DEEMED THE COMMITTEE HAS DISAPPROVED THE PROPOSED PLAN, WHETHER THE COMMITTEE MEMBERS AND THE UNDERSIGNED REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICE PERFORMED PURSUANT TO THIS COVENANT.

BUILDING CONNECTIONS: ANY BUILDING OR OTHER STRUCTURE CONSTRUCTION SHALL BE COMPLETED WITHIN ONE (1) YEAR FROM THE DATE THE CONSTRUCTION WAS STARTED. NO BUILDING SHALL BE ON ANY LOT NEARER TO THE FRONT OR SIDE PROPERTY LINE THAN THE REARLINE INCLUDING SET-BACK LINES, OR SHOW OF THE PROPOSED PLAN.

MINIMUM AND MAXIMUM HEIGHTS: THE STRIPS OF GRASS MOWED DRIVEWAYS AND UTILITY DRIVEWAYS ARE HEREBY RESERVED FOR THE USE OF PUBLIC UTILITIES NOT INCLUDING TRANSPORTATION COMPANIES, FOR INSTALLATION AND MAINTENANCE OF POLES, PIPES, TRUCKS, LINES AND WARES AND SUBJECT TO ALL TERMS TO THE PUBLIC UTILITIES AND TO THE ENGINEERS HEREIN REFERRED TO AND HEREBY. THESE REFERRED TO ARE NOT FOR THE USE OF ANY SHALL NOT BE USED FOR ANY VEHICLE INCLUDING TRANSMISSION LINES OR HIGH VOLTAGE LINES TRANSMISSION TOWER LINES, EXCEPT BY WRITTEN PERMISSION OF THE OWNER OF THE LAND AT THE TIME SAID TRANSMISSION LINE IS TO BE CONSTRUCTED. THE UNDERSIGNED MEMBERS MAY BE USED BY THE REFERRED TO EXCLUDING THE HENDRICKS COUNTY DISTRICT BOARD OR ANY OF THE SEVERAL OWNERS OF THIS SUBDIVISION OR ANY OTHER SECTION OF THIS SUBDIVISION FOR THE INSTALLATION AND MAINTENANCE OF STEEL SUPPORTS OR SUBSTANCE BOUNDARIES TO ACCOMPLISH SAID PURPOSES. THE EXISTING GRADE OF SAID EARTHWORK MAY BE ALTERED TO ANY GRADE NECESSARY. IN NO SITUATION SHALL ANY UNDER BLOCK THE DRIVEWAY IN ANY MANNER ALONG SAID BUILDING BOUNDARIES. THIS COVENANT HEREBY GRANTS THE HENDRICKS COUNTY DISTRICT BOARD THE AUTHORITY TO ACCEPT ALL DRIVEWAY AND UTILITY COVENANTS FOR THE PURPOSES OF ESTABLISHING LEGAL DRIVEWAYS.

STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS: WITH RESPECT TO CONSTRUCTION OF IMPROVEMENTS ON ANY LOT, IT IS HEREBY THAT THE STANDARD OF CONSTRUCTION, DESIGN, MATERIALS AND WORKMANSHIP BE OF SUPERIOR QUALITY.

SUBDIVISION OF LAND PROHIBITED: NO LOT SHALL BE FURTHER DIVIDED OR RESUBDIVIDED. ALTERATIONS OF BOUNDARY LINES BETWEEN LOTS MAY BE ACCOMPLISHED WITH THE PRIOR WRITTEN CONSENT OF THE ENVIRONMENTAL COMMITTEE AND IN CONFORMITY WITH APPLICABLE ORDINANCES AND REGULATIONS OF HENDRICKS COUNTY, INDIANA.

RESTRICTIONS ON LAND AND UTILITIES OF ADJACENT PROPERTY: EACH LOT OWNER SHALL PROTECT THE ROADS, DRIVEWAYS, AND UTILITY STRUCTURES FROM DAMAGE RELATED TO CONSTRUCTION ACTIVITIES WITH RESPECT TO HIS LOT, AND HEREBY TO KEEP THE ROADS AND DRIVEWAYS CLEAR OF GROUND AND BUILDING MATERIALS. BEFORE ALL PORTIONS OF CONSTRUCTION, THE LOT OWNER SHALL MAINTAIN ADEQUATE, ACCEPTABLE TO THE NEIGHBORS, TO PROTECT TREES FROM DAMAGE. IN CONNECTION WITH ANY CONSTRUCTION, THE LOT OWNER SHALL TAKE APPROPRIATE PRECAUTIONS IN EXCAVATION AND REMOVAL OF EARTH, OR AS TO PRECLUDE RECONTAMINATION AND UNDESIRABLE GROWTH, AND HE SHALL ALSO COMPLY AT HIS EXPENSE WITH ALL APPLICABLE GOVERNMENTAL LAWS AND REGULATIONS REGARDING RECONTAMINATION CONTROL. THE OWNER WITHIN THE SUBDIVISION SHALL BE CLAMOR BY THE LOT OWNER AGAINST CONSTRUCTION ACTIVITY ON HIS LOT RESULTS IN A SIGNIFICANT ACCUMULATION OF DIRT OR DEBRIS; AND IF THE LOT OWNER SHALL FAIL TO DO SO, HE SHALL BE RESPONSIBLE FOR THE REMOVAL OF SUCH DIRT AND DEBRIS, WITHIN THE DELIMITED AREA WITHIN WHICH SUCH DIRT AND DEBRIS IS ACCUMULATED, AND SHALL BE RESPONSIBLE FOR THE COST THEREOF TO THE LOT OWNER.

CEILING CONSTRUCTION: NO FOUNDATION OR BASEMENT OF A BUILDING SHALL BE CONSTRUCTED ON ANY LOT EXCEPT AS AN INTEGRAL PART OF A CONTINUOUS PROCESS OF CONSTRUCTING THE MAIN STRUCTURE OF SUCH BUILDING, WHICH CONSTRUCTION MUST PROCEED UNINTERRUPTED UNTIL THE STRUCTURE IS COMPLETELY FINISHED, WITHOUT INTERRUPTION, ALL LABORING AND EXTERIOR PAINTING WITHIN 180 DAYS AFTER ITS COMPLETION. NO BUILDING SHALL BE OCCUPIED UNTIL IT IS COMPLETELY FINISHED.

LANDSCAPING: ALL LOTS, WHETHER IMPROVED OR NOT, SHALL BE MOWED BY THE OWNER OF THE LOT ON THEIR REGULAR MAINTENANCE SCHEDULE A MINIMUM OF ONCE PER MONTH DURING THE MONTHS OF APRIL THROUGH SEPTEMBER.

UTILITY BUILDINGS: A UTILITY BUILDING MAY BE CONSTRUCTED BY EACH LOT IF APPROVED BY THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. THIS UTILITY BUILDING IS TO BE CONSTRUCTED IN SUCH MANNER AS TO MEET THE STANDARDS OF CONSTRUCTION AS SET FORTH IN THE CONSTRUCTION OF THE HOME. THE UTILITY BUILDING SHALL BE LOCATED BEHIND THE MAIN BUILDING AND IN NO INSTANCE SHALL THE UTILITY BUILDING BE LOCATED IN FRONT OF OR TO THE SIDE OF THE MAIN BUILDING.

VEHICLE PARKING: NO VEHICLE SHALL BE ALLOWED TO PARK ON ANY STREET WITHIN SAID SUBDIVISION EXCEPT FOR A REASONABLE LENGTH OF TIME WHEN THE VEHICLE IS BEING USED FOR SOLICITATION OR PICKUP PURPOSES.

OPERATIONAL VEHICLES: BUSES AND HIGH-WAY OR NON-OPERATIONAL VEHICLES SHALL BE KEPT IN EITHER THE REARING DRIVEWAY, DRIVEWAY OR UTILITY BUILDING.

BUILDINGS: NO NONRESIDENTIAL BUILDING SHALL BE ERRECTED, BUILT, ENLARGED OR ALTERED WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. NO SIGNAGE OF ANY KIND SHALL BE ERRECTED, BUILT, MAINTAINED, OR DISPLAYED ON ANY BUILDING, INCLUDING, BUT NOT LIMITED TO, SIGNAGE WHICH MAY BECOME AN OBSTACLE TO THE NEIGHBORHOOD.

NEIGHBORS: NO NOISY OR OFFENSIVE ACTIVITY SHALL BE ENGAGED IN ON ANY LOT EXCEPT AS NECESSARY TO BE COMPLETED. NO NOISY OR OFFENSIVE ACTIVITY SHALL BE ENGAGED IN ON ANY LOT EXCEPT AS NECESSARY TO BE COMPLETED. THE USE OF CHAIN SAWS, LAWN MOWERS AND OTHER NOISY EQUIPMENT DURING HOURS BEFORE 10:00 A.M. OR LATER SHALL BE KEPT TO A REASONABLE MINIMUM.

TEMPORARY STRUCTURES: NO STRUCTURE OF A TEMPORARY CHARACTER, INCLUDING MOBILE HOME, TRAILER, TENT, SHED, GARAGE, BARN OR OTHER STRUCTURE SHALL BE KEPT ON ANY LOT AT ANY TIME AS AN OBSTACLE, EITHER TEMPORARILY OR PERMANENTLY. ALL BUILDINGS MUST BE FULLY COMPLETED WITHIN THE SPECIFIED BEING OCCUPIED.

GRASS AND DRIVE DRIVEWAYS: NO LOT SHALL BE USED OR MAINTAINED AS A DRIVEWAY FOR TRAILERS, TRUCKS, BUSES OR OTHER VEHICLES EXCEPT FOR SOLICITATION, TRAVEL, SERVICE OR OTHER PURPOSES. SUCH DRIVEWAYS, TRUCKS, OR OTHER VEHICLES SHALL BE MAINTAINED BY THE OWNER OF THE LAND AT THE TIME SAID TRANSMISSION LINE IS TO BE CONSTRUCTED. THE UNDERSIGNED MEMBERS MAY BE USED BY THE REFERRED TO EXCLUDING THE HENDRICKS COUNTY DISTRICT BOARD OR ANY OF THE SEVERAL OWNERS OF THIS SUBDIVISION OR ANY OTHER SECTION OF THIS SUBDIVISION FOR THE INSTALLATION AND MAINTENANCE OF STEEL SUPPORTS OR SUBSTANCE BOUNDARIES TO ACCOMPLISH SAID PURPOSES. THE EXISTING GRADE OF SAID EARTHWORK MAY BE ALTERED TO ANY GRADE NECESSARY. IN NO SITUATION SHALL ANY UNDER BLOCK THE DRIVEWAY IN ANY MANNER ALONG SAID BUILDING BOUNDARIES. THIS COVENANT HEREBY GRANTS THE HENDRICKS COUNTY DISTRICT BOARD THE AUTHORITY TO ACCEPT ALL DRIVEWAY AND UTILITY COVENANTS FOR THE PURPOSES OF ESTABLISHING LEGAL DRIVEWAYS.

ANIMALS: NO ANIMALS, LIVESTOCK OR POULTRY SHALL BE MAINTAINED, OR KEPT UPON ANY LOT EXCEPT BARN, CATS, OR OTHER HOUSEHOLD PETS AND BE KEPT PROVIDED THAT THEY ARE NOT KEPT UPON OR MAINTAINED FOR ANY COMMERCIAL PURPOSES. ALL SUCH ANIMALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION AND BE PROTECTED AND LEAVED AT ALL TIMES.

SEWER SYSTEMS: NO INDIVIDUAL SEWER SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEM IS DESIGNED, LOCATED, AND CONSTRUCTED IN ACCORDANCE WITH THE HENDRICKS COUNTY STANDARDS AND RECOMMENDATIONS OF THE HENDRICKS COUNTY BOARD OF HEALTH. APPROVAL OF SUCH SYSTEM SHALL BE OBTAINED FROM SAID AUTHORITY. IF, IN THE FUTURE, PUBLIC SEWER SYSTEMS FACILITIES ARE MADE AVAILABLE TO THE LOT OWNER OF THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE AVAILABILITY DATE. RIGHT OF EASEMENT OF THE DRIVEWAY IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR HEIRS.

WATER SUPPLY: NO INDIVIDUAL WATER SUPPLY SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE HENDRICKS COUNTY STANDARDS AND RECOMMENDATIONS OF THE HENDRICKS COUNTY BOARD OF HEALTH. APPROVAL OF SUCH SYSTEM SHALL BE OBTAINED FROM SAID AUTHORITY. IF, IN THE FUTURE, PUBLIC WATER FACILITIES ARE MADE AVAILABLE TO THE LOT OWNER OF THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE AVAILABILITY DATE. RIGHT OF EASEMENT OF THE DRIVEWAY IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR HEIRS.

RIGHT-OF-WAY AT INTERSECTIONS: NO FENCE, WALL, HEDGE, OR OTHER PLANTING WHICH OBSTRUCTS VIEW LINES OR OBSTRUCTS BETWEEN TWO AND SIX FEET ABOVE THE ROADWAY, SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES, AND A LINE CONNECTING THEIR INTERSECTIONS OR POINTS OF INTERSECTION OF THE STREET LINE, OR IN CASE OF A PARALLEL STREET CORNER, FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME RIGHT-OF-WAY RESTRICTIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE CORNER OF A DRIVEWAY OR ALLEY PLACEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE POLAR LINE IS MAINTAINED AS A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH RIGHT LINES.

NEIGHBORS: ALL DRIVEWAYS SHALL BE FINISHED WITHIN EITHER A CONCRETE OR ASPHALT SURFACE WITHIN THE NUMBERED EIGHTY (80) DAYS AFTER COMPLETION OF HOME.

FENCES: NO FENCE SHALL BE ERRECTED ON OR ALONG ANY LOT LINE, OR ON ANY LOT, EXCEPT AS A RESULT OF A LOT LINE ADJUSTMENT OR AS A RESULT OF A LOT LINE ADJUSTMENT. ALL FENCES SHALL BE ERRECTED WITHIN THE PROPER PROPERTY LINES AND THE BUILDING SETBACK LINE SHALL BE KEPT AT A DISTANCE OF NOT LESS THAN SIX FEET FROM THE FRONT AND REAR PROPERTY LINES.

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LANDSCAPING: ALL LOTS, WHETHER IMPROVED OR NOT, SHALL BE MOWED BY THE OWNER OF THE LOT ON THEIR REGULAR MAINTENANCE SCHEDULE A MINIMUM OF ONCE PER MONTH DURING THE MONTHS OF APRIL THROUGH SEPTEMBER.

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TEMPORARY STRUCTURES: NO STRUCTURE OF A TEMPORARY CHARACTER, INCLUDING MOBILE HOME, TRAILER, TENT, SHED, GARAGE, BARN OR OTHER STRUCTURE SHALL BE KEPT ON ANY LOT AT ANY TIME AS AN OBSTACLE, EITHER TEMPORARILY OR PERMANENTLY. ALL BUILDINGS MUST BE FULLY COMPLETED WITHIN THE SPECIFIED BEING OCCUPIED.

GRASS AND DRIVE DRIVEWAYS: NO LOT SHALL BE USED OR MAINTAINED AS A DRIVEWAY FOR TRAILERS, TRUCKS, BUSES OR OTHER VEHICLES EXCEPT FOR SOLICITATION, TRAVEL, SERVICE OR OTHER PURPOSES. SUCH DRIVEWAYS, TRUCKS, OR OTHER VEHICLES SHALL BE MAINTAINED BY THE OWNER OF THE LAND AT THE TIME SAID TRANSMISSION LINE IS TO BE CONSTRUCTED. THE UNDERSIGNED MEMBERS MAY BE USED BY THE REFERRED TO EXCLUDING THE HENDRICKS COUNTY DISTRICT BOARD OR ANY OF THE SEVERAL OWNERS OF THIS SUBDIVISION OR ANY OTHER SECTION OF THIS SUBDIVISION FOR THE INSTALLATION AND MAINTENANCE OF STEEL SUPPORTS OR SUBSTANCE BOUNDARIES TO ACCOMPLISH SAID PURPOSES. THE EXISTING GRADE OF SAID EARTHWORK MAY BE ALTERED TO ANY GRADE NECESSARY. IN NO SITUATION SHALL ANY UNDER BLOCK THE DRIVEWAY IN ANY MANNER ALONG SAID BUILDING BOUNDARIES. THIS COVENANT HEREBY GRANTS THE HENDRICKS COUNTY DISTRICT BOARD THE AUTHORITY TO ACCEPT ALL DRIVEWAY AND UTILITY COVENANTS FOR THE PURPOSES OF ESTABLISHING LEGAL DRIVEWAYS.

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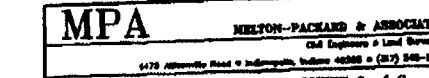
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APPROVED BY THE HENDRICKS COUNTY PLANNING COMMISSION
James D. Melton PRESIDENT
James D. Melton SECRETARY



THIS INSTRUMENT PREPARED BY:
James D. Melton
JAMES D. MELTON
REG. LAND SURVEYOR NO. 10159
STATE OF INDIANA



4478 Alameda Road • Indianapolis, Indiana 46206 • (317) 540-0482
SHEET 2 of 3

Sec 4 88-1821

Requested By: MIKE R 04/30/2007

1987-6733

THIS PLAN HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING
 DATE: 11-22-87
Walter J. Rodela
 HENDRICKS COUNTY ENGINEER

APPROVED FOR RECORD
 6733
 13 NOV 25 1987
[Signature]

HIDDEN VALLEY ESTATES, SECTION 3

23rd November 92

Mike R

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|-------------|--------------------|
| PROJECT: | HIDDEN VALLEY |
| SECTION: | SECTION 3 |
| DATE: | 11/22/87 |
| SCALE: | AS SHOWN |
| BY: | <i>[Signature]</i> |
| CHECKED BY: | <i>[Signature]</i> |