



## P E N D L E H I L L

## S E C T I O N I

I, the undersigned Hubert L. Longest, Jr., a Registered Land Surveyor in the State of Indiana, hereby certify that the within plat of PENDLE HILL, SECTION I, is true and correct and represents a subdivision of a part of the East half of the Northeast Quarter and a part of the East half of the Southeast Quarter of Section 14, Township 18 North, Range 7 East, Madison County, Indiana, described as follows: Commencing at the southeast corner of said section; thence North 0 degrees 10 minutes 49 seconds West 1,996.00 feet along the east line of said section; thence South 89 degrees 49 minutes 11 seconds West 25.00 feet to the point of beginning of this description, which point is on the west boundary of County Road 100W; thence South 89 degrees 49 minutes 11 seconds West 85.00 feet; thence North 84 degrees 43 minutes 22 seconds West 157.72 feet; thence North 68 degrees 16 minutes 23 seconds West 63.60 feet; thence North 56 degrees 54 minutes 06 seconds West 284.21 feet; thence South 79 degrees 05 minutes 28 seconds West 191.55 feet; thence South 63 degrees 26 minutes 44 seconds West 163.06 feet; thence South 70 degrees 26 minutes 16 seconds West 162.71 feet; thence South 43 degrees 24 minutes 14 seconds West 254.83 feet; thence South 89 degrees 47 minutes 11 seconds West 100.00 feet to an existing fence; thence North 0 degrees 01 minute 16 seconds East 787.30 feet along said fence to the centerline of Fall Creek as located on July 26, 1962; thence Northeasterly (for closing purposes only use North 38 degrees 01 minute 50 seconds East) 574.80 feet; thence South 0 degrees 01 minute 16 seconds West 451.12 feet; thence South 57 degrees 07 minutes 26 seconds East 64.10; thence Northeasterly 352.44 feet along an arc to the right and having a radius of 350.00 feet and subtended by a long chord having a bearing of North 61 degrees 46 minutes 24 seconds East and a length of 337.73'; thence South 89 degrees 25 minutes 48 seconds East 115.33 feet; thence Easterly 29.04 feet along an arc to the right and having a radius of 557.61 feet and subtended by a long chord having a bearing of South 87 degrees 56 minutes 16 seconds East and a length of 29.04 feet; thence North 0 degrees 10 minutes 49 seconds West 128.90 feet; thence North 89 degrees 49 minutes 11 seconds East 120.00 feet; thence North 0 degrees 10 minutes 49 seconds West 69.04 feet; thence North 66 degrees 37 minutes 16 seconds East 102.32 feet; thence Northeasterly 98.78 feet along an arc to the right and having a radius of 50.00 feet and subtended by a long chord having a bearing of North 33 degrees 13 minutes 14 seconds East and a length of 83.48 Feet; thence North 89 degrees 49 minutes 11 seconds East 190.44 feet to the West boundary of County Road 100W; thence South 0 degrees 06 minutes 39 seconds East 360.00 feet along said west boundary; thence South 0 degrees 10 minutes 49 seconds East 705.43 feet along said west boundary to the point of beginning and containing 23.978 acres, more or less.

This Plat consists of 37 lots Numbered One (1) through 37, both inclusive, and the dimensions of lots and widths of streets are shown thereon, as well as easements and set back lines

Given under my hand and seal January 29, 1973.

Hubert L. Longest, Jr.  
Registered Land Surveyor  
No. S0016, State of Indiana (Surveyor )  
(NO.S0016)  
( SEAL )

The undersigned owners, Glenna Bryant, Owner, and Diane Estates, Inc. contract Buyer, do hereby certify that they do hereby lay off, plat and subdivide into lots and dedicate the streets to public use thereof in accordance with the foregoing plat, the real estate described in the foregoing certificate.

This Plat shall be known as PENDLE HILL, SECTION I.

#### PROTECTIVE COVENANTS

These protective covenants are placed upon this real estate for the purpose of developing PENDLE HILL as a planned residential and commercial "New Town" and for the purpose of preserving the value of said property for its present and future owners. The real estate described in the foregoing certificate is now hereby made subject to the following restrictions, covenants and conditions for a term of twenty-five (25) years and shall continue beyond twenty-five (25) years until such time as terminated by the affirmative vote of the then owners of sixty (60%) per cent of the residential lots in PENDLE HILL, both Section I and any future continuations of said plat.

1. No building or structure shall be erected, constructed or maintained on any lot, except only a private single family dwelling, designed for and adopted to the use and occupancy of not more than one family, together with private garages and any other necessary and appurtenant buildings. Any such private garage or appurtenant building shall conform in architectural styling and siding and roofing material with the residence located on said lot.
2. There shall not be placed, built, erected or maintained more than one dwelling, together with the necessary outbuildings in connection therewith, upon any of the lots in said Subdivision as originally platted.
3. In order to maintain harmony of appearance and for the protection of the owners of lots in the Subdivision, it is declared that no building, fence, wall or other structure shall be erected or maintained on any lot, nor shall any change or alteration be made until the plans and specifications therefor and a sketch or view of the building or structure or charges have been submitted to and approved by DIANE ESTATES, INC., hereinafter called the "Architectural Committee".

Said Committee shall have the right to refuse to approve any of such plans and specifications which are not desirable

in their opinion for aesthetic or for other reasons, and in passing upon said plans and specifications they shall have the right to establish the grade and shall take into consideration the suitability of the proposed building or other structure; the materials of which it is to be built; the site upon which it is proposed to be erected; the harmony thereof with the surrounding buildings, the effect thereof upon other buildings or lots in the Subdivision; and likewise compliance with the other requirements of these protective covenants.

When all the lots in the Subdivision shall have been sold by DIANE ESTATES, INC., said Committee shall thereafter consist of three (3) persons, who shall be elected by the owners of a majority of the lots in said Subdivision. A decision of the majority of the Committee shall control and be binding.

4. No dwelling shall be permitted on any lot at a cost of less than Twenty-Eight Thousand (\$28,000.00) Dollars, based upon cost levels prevailing on the date these covenants are recorded and it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure exclusive of one-story, open porches and garages shall be not less than 1,200 square feet. All garage doors shall face to the side or rear of the lot rather than to the front with the exception of any lot where this would be impracticable or impossible because of the dimensions or terrain of the particular lot. No residence shall be erected on any lot in this Plat which shall face on County Road 100W.

5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. All lots shall be kept trimmed and neat at all times. In the event any lot is not kept trimmed and neat, the Architectual Committee may do so and charge the cost to the lot owner.

7. No trailer shall be permitted in the Subdivision unless used in connection with the construction of a dwelling and removed thereafter, and all construction shall be speedily concluded and completed within one year. No used building to be used as a residence or for any other purpose may be moved onto any lot and all construction shall be of new material.

8. All septic tanks shall be located and constructed in accordance with the requirements of the County and State Health departments.

9. No lot in PENDLE HILL, SECTION I, shall be used for commercial purposes and the same shall be used only for a single family residence.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat

and over the rear seven and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

11. No building shall be erected on a lot nearer to the front set back line than shown on the recorded plat. No building shall be erected on any lot nearer than ten (10) feet to any side or rear lot line.

12. Each of the covenants, conditions, restrictions and provisions contained herein shall constitute covenants running with the land for the term aforesaid, and shall inure to and be deemed to be for the benefit of each of all the present or future owners of lots in the Subdivision, and these restrictions may be enforced by any lot owner or by the Architectural Committee hereinabove referred to.

13. Any building, fence, wall or other structure erected or built upon the Subdivision after the expiration of one year from the date of completion of said building or other structure shall be deemed to comply with all the provisions of these restrictions unless actual notice to the contrary shall have been given to the owner of such lot, or unless legal proceedings shall have been instituted to enforce compliance with these restrictions within the said year.

14. Any of the foregoing restrictions, protections, covenants and conditions may be annulled, waived, changed, modified or amended at any time by a declaration setting forth such annulment, waiver, change, modification or amendment executed by the owners of at least seventy-five percent (75%) of the lots in said Subdivision and with the consent of DIANE ESTATES, INC. SO LONG AS THE SAID DIANE ESTATES, INC. shall own any of said lots or have any interest therein. Said declaration shall be executed as required by law to permit it to be recorded and shall be recorded in the Office of the Registrar of Deeds in and for Madison County, Indiana, before the same shall become effective.

IN WITNESS WHEREOF, said DIANE ESTATES, INC. and GLENNA BRYANT, has caused this instrument to be executed by its duly authorized Officers this 31 day of January, 1973.

Glenna Bryant  
GLENNA BRYANT

DIANE ESTATES INC.  
By G. Douglass Owens, President  
Attest: Robert W. Begley, Secretary

STATE OF INDIANA  
MADISON COUNTY      SS:

Personally came before me this 31 day of January, 1973,  
Glenna Bryant, Owner, also G. Douglass Owens and Robert W. Begley,

personally known to me to be the President and Secretary, respectively, of DIANE ESTATE INC. and acknowledged that they executed the same on behalf of said DIANE ESTATES INC.

Carol A. McKenney  
Notary Public

This instrument drafted by:  
G. Douglass Owens, Attorney at Law

Approved by the Madison County Planning Committe at the meeting held 13 February, 1973.

Elmer Heath                      Rosemary Bilyeu  
President                              Secretary

Approved by the County Board of Commissioners of the County of Madison, Indiana on March 5, 1973

Clifton B. Paddock              Murray J. Alford              George W. Baker  
Board of County Commissioners of Madison County, Indiana

Duly entered for taxation on 9th March, 1973  
Carlin F. Dawson  
Auditor

Entered for Record on March 12, 1973  
Time 10 A.M. Plat Book 13 Page 65

George Earley, R.M.C. 6706

CHICAGO TITLE

65.00  
209 ad

DRAFT 10/31/83

75

**PENDLE HILL  
DECLARATION OF PROTECTIVE COVENANTS**

WHEREAS, the Protective Covenants on Pendle Hill Sections 1, 2, 3 and 4 are in need of updating and making uniform,

AND WHEREAS, the Protective Covenants on Pendle Hill provide that this action can be taken by a document such as this, being executed by the owners of at least seventy-five (75%) percent of the lots in said sections,

NOW THEREFORE, the undersigned do adopt the following Protective Covenants and agree that they and their successors in interest as owners of lots in Pendle Hill Sections 1 through 4 are bound by them:

1. No building or structure shall be erected, constructed or maintained on any lot, except only a private single family dwelling, designed for and adapted to the use and occupancy of not more than one family, together with private garages and any other necessary and appurtenant buildings. Any such private garage or appurtenant building shall conform in architectural styling and siding and roofing material with the residence located on said lot.

2. There shall not be placed, built, erected or maintained more than one dwelling, together with the necessary outbuildings in connection therewith, upon any of the lots in said subdivision as originally platted.

3. In order to maintain harmony of appearance and for the protection of the owners of lots in the Subdivision, it is declared that no building, fence, wall or other structure shall be erected or maintained on any lot, nor shall any change or alteration be made until the plans and specifications therefor and a sketch or view of the building or structure or changes have been submitted to and approved by DIANE ESTATES, INC., hereinafter called the "Architectural Committee".

Said Committee shall have the right to refuse to approve any of such plans and specifications which are not consistent with these protective covenants as interpreted by the Architectural Committee and shall have the further right to refuse or approve any such plans and specifications which are not desirable in their opinion for aesthetic or other reasons, and in passing upon said plans said specifications they shall have the right to establish the grade and shall take into consideration the suitability of the proposed building or other structure; the materials of which is to be build; the site upon which it is proposed to be erected; the harmony thereof with the surrounding buildings; the effect thereof upon other buildings or lots in the subdivision; and likewise compliance with the other requirements of these protective covenants.

The Architectural Committee shall consist of three (3) persons who are approved in writing by a majority of the lot owners and who shall serve for two (2) years or until their replacements have been approved by a majority of the lot owners. There is no limit on the number of terms for which a Committee member may be approved. A decision of a majority of the Committee shall be binding.

NOT  
Duly Entered for Taxation  
September 22, 1995  
Diane E. Cox, Inc.  
Notary Public

9518940

DRAFT 10/31/93

4. No dwelling shall be built on any lot at a cost of less than one hundred twenty thousand (\$120,000.00) Dollars exclusive of lot value, based upon cost levels prevailing on the date these covenants are recorded and it being the intention and purpose of this covenant assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. In the event an owner constructs a dwelling with "sweat equity" and/or subcontracting the house on his own the costs as used in this covenant shall be considered at a figure that a contractor would charge to build the house exclusive of lot value rather than the actual cost expended by the owner.

5. The floor area of the main structure exclusive of one-story, open porches and garages be not less than 1,600 square feet. All garage doors shall face to the side or rear of the lot rather than to the front with the exception of any lot where this would be impracticable or impossible because of the dimensions or terrain of the particular lot. Every residence shall face on the interior streets in Pendle Hill. No residence shall face on County Road 100 West nor have a private drive extending to County Road 100 West.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

7. All lots shall be kept trimmed and neat at all times. In the event any lot is not kept trimmed and neat, the Architectural Committee may do so and charge the cost to the lot owner.

8. Travel trailers, motor homes, trailers and boats may be parked on a lot owner's driveway during seasonal use but must be stored out side of Pendle Hill during seasons when not in use. Such vehicles shall be parked on paved surfaces and not on grass or stone.

9. No truck, semi-trailer, equipment, travel trailers, motor homes, trailers or boats shall ever be parked on the streets in Pendle Hill. No trailers or used buildings shall ever be placed or allowed to remain on any lot.

10. No lot in Pendle Hill shall be used for other than a single family dwelling.

11. Easements for installation and maintenance of under ground utilities and for drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The surface area of each easement on each lot shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

9518840



DRAFT 10/31/9

12. All utility installations shall be under ground and all utilities are granted an easement covering the installation and maintenance of the under ground service entrance conductors from the utility lines to the individual residence at a location mutually agreeable between the lot owner and the utility company.

13. No building shall be erected on a lot nearer to the front set back line than shown on the recorded plat. No building shall be erected on any lot nearer than ten (10) feet to any side or rear lot line.

14. Each of the covenants, conditions, restrictions and provisions contained herein shall constitute covenants running with the land, and shall inure to and be deemed to be for the benefit of each of all the present or future owners of lots in the subdivision, and these restrictions may be enforced by any lot owner or by the Architectural Committee hereinabove referred to.

15. Any building, fence, wall or other structure erected or built upon the subdivision after the expiration of one year from the date of completion of said building or other structure shall be deemed to comply with all the provisions of these restrictions unless actual notice to the contrary shall have been given to the owner of such lot, or unless legal proceedings shall have been instituted to enforce compliance with these restrictions within the said year.

16. Any of the foregoing restrictions, protections, covenants and conditions may be annulled, waived, changed, modified or amended at any time by a declaration setting forth such annulment, waiver, change, modification, or amendment executed by the owners of at least seventy-five (75%) of the lots in Pendle Hill Sections 1, 2, 3 and 4. said declaration shall be executed as required by law to permit it to be recorded and shall be recorded in the office of the Registrar of Deeds in and for Madison County, Indiana, before the same shall become effective.

CHICAGO TITLE

GDO:PENDLE-H. ILL

9518840

DEED OF DEDICATION

We, the undersigned, Main Street Investment Group, Inc., Owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and so hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as an addition to Pendle Hill. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to public use.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

These are strips of ground 7.5 feet in width as shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strip of land, but Owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

Additional dedications and protective covenants, or private restrictions, such as those specifying the use to be made of the property and, in the case of residential use, the minimum habitable floor area, may be inserted here upon the subdivider's initiative or the recommendation of the Commission.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and twelve (12) feet above the roadways 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 them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No screen planting over thirty-six (36) inches high and no fence shall be permitted between the street and the building setback line of a lot.

The foregoing covenant (or restrictions), are to run with the land and shall be binding on all parties and all persons claim under them until January 1, 2015 (a twenty-five (25) year period is suggested), at which time said covenants (or restriction), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then Owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidity of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structures or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several Owners of the several lots in this subdivision and to their heirs and assigns.

Witness our Hands and Seals this 5<sup>th</sup> day of December, 1989.

By Ronald R. Wilson, President

STATE OF INDIANA )  
COUNTY OF MADISON )

SS:

DEED OF DEDICATION

We, the undersigned, Main Street Investment Group, Inc., Owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and so hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as an addition to Pangle Hill. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to public use.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

These are strips of ground 7.5 feet in width as shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strip of land, but Owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

Additional dedications and protective covenants, or private restrictions, such as those specifying the use to be made of the property and, in the case of residential use, the minimum habitable floor area, may be inserted here upon the subdivider's initiative or the recommendation of the Commission.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and twelve (12) feet above the roadways 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 them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No screen planting over thirty-six (36) inches high and no fence shall be permitted between the street and the building setback line of a lot.

The foregoing covenant (or restrictions), are to run with the land and shall be binding on all parties and all persons claim under them until January 1, 2015 (a twenty-five (25) year period is suggested), at which time said covenants (or restriction), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then Owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidity of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structures or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several Owners of the several lots in this subdivision and to their heirs and assigns.

Witness our Hands and Seals this 5<sup>th</sup> day of December, 1969.

By Ronald R. Wilson

STATE OF INDIANA )  
COUNTY OF MADISONI

) SS:



Intersections unless the tollage line is maintained at such a height to prevent obstruction of such sight lines. No screen planting over thirty-six (36) inches high and no fence shall be permitted between the street and the building setback line of a lot.

The foregoing covenant (or restrictions), are to run with the land and shall be binding on all parties and all persons claim under them until January 1, 2015, to twenty-five (25) year period is suggested, at which time said covenants (or restriction), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidity of any one of the foregoing covenants, or restrictions by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structures or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our hands and seals this 5<sup>th</sup> day of December, 1989.

B. Gail E. Williams

STATE OF INDIANA ) )  
COUNTY OF MADISON ) )  
SS: \_\_\_\_\_

Before me the undersigned Notary Public, in and for the County of State, personally appeared Kathleen R. Williams and generally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 5<sup>th</sup> day of December, 1989.

Notary Public Susan R. Selberg  
Susan R. Selberg  
My Commission Expires: 3/21/92



Notary Public Susan R. Selberg  
My Commission Expires: 3/21/92



SURVEY CERTIFICATION

STATE OF INDIANA ) )  
COUNTY OF MADISON ) )  
SS: \_\_\_\_\_

Richard L. Fidler

hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that this plat correctly represents a survey completed by me or under my direction on October 16, 1989

Richard L. Fidler

Dated: 10-16-89



CHICAGO TITLE

10

200427624  
FILED FOR RECORD IN  
MADISON COUNTY, IN  
Kris Lutz  
11/16/04 11:05AM  
MISC 10PG 27.00  
CHECK# 651 KK

AMENDMENT TO  
PENDLE HILL  
DECLARATION OF PROTECTIVE COVENANTS  
AS THEY APPEAR OF RECORD AS INSTRUMENT #9518840  
IN THE OFFICE OF THE RECORDER OF MADISON COUNTY

WHEREAS, an Amendment to the Protective Covenants on Pendle Hill Sections 1, 2, 3 and 4 is needed,

AND WHEREAS, the Protective Covenants on Pendle Hill provide that this action can be taken by a document such as this, being executed by the owners of at least seventy-five (75%) percent of the lots in said Sections,

NOW THEREFORE, the undersigned do adopt the following Amendment to the Protective Covenants and agree that the lot owners in Pendle Hill Sections 1, 2, 3 and 4 and their successors in interest as owners of Lots in Pendle Hill Sections 1 through 4 are bound by this Amendment:

1. The following paragraph under number 3 of said Protective Covenants is hereby removed:

"The Architectural Committee shall consist of three (3) persons who are approved in writing by a majority of the lot owners and who shall serve for two (2) years or until their replacements have been approved by a majority of the lot owners. There is no limit on the number of terms for which a committee member may be approved. A decision of a majority of the committee shall be binding.

2. The following paragraph is added to the Protective Covenants as a replacement for the paragraph removed under Number 1 immediately above:

"The Architectural Committee shall consist of the President, Vice President, Secretary and Treasurer and of the Pendle Hill Homeowners Association and shall serve until the replacements of such officers have been elected by the Board of Directors of the Pendle Hill Homeowners Association." "There is no limit on the number of terms for which a committee member may be elected. A decision of a majority of the committee shall be binding."

IN WITNESS WHEREOF, the undersigned being the owners of at least seventy-five (75%) percent of the lots in Pendle Hill Sections 1 through 4 have executed this Amendment in mutual acknowledgment of the Amendments herein stated and agree to be bound by these Amendments to the Protective Covenants.

DATED this 8th day of November, 2004.

RECEIVED  
NOV 16 2004  
By *[Signature]*

27  
651  
KK  
#48

PENDLE HILL SECTION 1

LOT NO

1. Robert W. Gray

Linda Bedey

2. Raymond Fox

Sandra Fox

3. Douglas A. Elrod

Dayle L. Elrod

4. Douglas A. Elrod

Dayle L. Elrod

5.

6.

7. Jacquelyn K. Chen

Fay Chen

8. James Rosenbaum

James Rosenbaum

9. [Signature]

[Signature]

10. [Signature]

Elizabeth Hargis

11.

12.

13. Jenni Cranball

[Signature]

14. Scott Carr

—

15. Kathy Fubrich Wendy Reed  
16. Kenneth Byers Linda S. Byers

17. \_\_\_\_\_  
18. Scott Johnson Trudy Johnson

19. \_\_\_\_\_  
20. Janna L. Wiles Mary Wilson  
21. Pa. Arcant Andrea Mooney

22. Marie J. Cayell Ralph Cayell  
23. Monty Rega Lesma Rega

24. Linda Mailfold E. L. Mailfold®

25. Theresa Carpenter Holly Carpenter

26. Alamy Steve Ammy

27. Colleen Connor Alamy

28. Jeffrey A. Murdock Cathy J. Murdock

29. Richard M. Cord M. J. M. Cord

30. \_\_\_\_\_



31. Terry Stauffer      Anne M. Stauffer

32. Phil Rich      Barbara Rich

33. Bus A Miller      Beth Miller

35. 34. Jerry L. Lee      Randall E. Lee

34. 95. Bill Young      Valerie C. Young

36. ~~John Jones~~      Melinda Jones

37. ~~John Jones~~      Bill Jones



CHICAGO TITLE

PENDLE HILL SECTION 2

38. \_\_\_\_\_

39. \_\_\_\_\_

40. \_\_\_\_\_

PENDLE HILL HOMEOWNERS ASSOCIATION PARK

41. Terry Stauffer, Pres. Bill D. Vice Pres.

42. Terry Stauffer, Pres. Bill D. Vice Pres.

PENDLE HILL SECTION 2

43. Dixie B. Emond B. A. Emond

44. Linda Kanner

45. Paul Henry Bobt Greenwood

46. \_\_\_\_\_

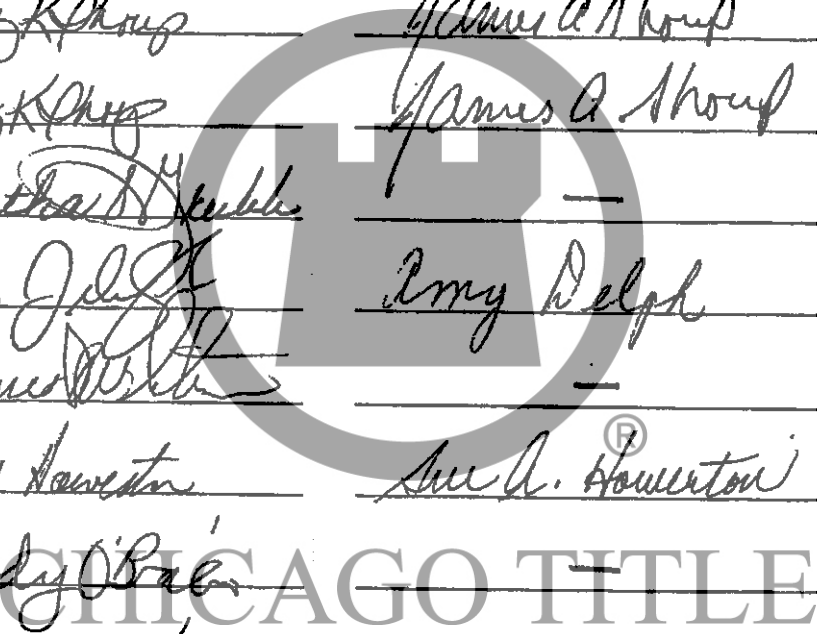
47. Rhonda Kim Galt

48. Thomas Brown Len Thomas

49. Gary Porter Sue Porter

50. Joseph Downing Ed. Diana K. Downing

51.	<u>Raymond Doran</u>	<u>Judith Doran</u>
52.	<u>Thomas S. Barron</u>	<u>Thomas S. Barron</u>
53 55.	<u>Charles Collier</u>	<u>Debra A. Collier</u>
54.	<u>Charles Collier</u>	<u>Debra A. Collier</u>
53 55.	<u>Mark Jablonski</u>	<u>Cindy Jablonski</u>
56.	<u>Jerry Khouf</u>	<u>James A. Khouf</u>
57.	<u>Jerry Khouf</u>	<u>James A. Khouf</u>
58.	<u>Martha H. Hinkle</u>	—
59.	<u>Sam J. Delph</u>	<u>Amy Delph</u>
60.	<u>James W. Hester</u>	—
61.	<u>Randy Hester</u>	<u>Sue A. Hester</u>
62.	<u>Randy O'Brien</u>	—
63.	<u>Dorothy M. Hester</u>	—
64.	<u>M. J. Kinder POA</u>	—
65.	<u>Jill E. Couser</u>	—
66.	<u>Greg Valentine, Trustee PFMC</u>	—
67.	<u>Linda Collins</u>	<u>Steven F. Collins</u>



68. Joe Anderson Larry W. And

69. Mary Letty Emi Perry

70. John Dickes Michael Deely

71. F. Oly F. Oly

72. \_\_\_\_\_

PENDLE HILL SECTION 3

LOT NO.

73. Rebecca Hudson David E. Hudson

74. Paul L. W. in Peggy W. in

75. & the adjoining half of Lot 76

CHICAGO TITLE

77. & the adjoining half of Lot 76

M. Randall Clewenger Virginia S. Clewenger

78. Th J Pats [Signature]

79. Joe G. Hulle Dawn Hulle

80. (See next page) for signature

Martin 80. James Phant

Rita E. Martin

Snell 81. Thomas R Snell, Jr

Jincy Snell

Smith 82. R J & Ete

Merrill D. Smith

Whitaker 83. Esther Whitaker

Calvin Whitaker

Stetter 84. -

Stetter 85. -

Still 86. -

McKay 87. Lloyd McKay

Judy Mc Kay

Ramaswamy 88. RAMASWAMY

TRIVANDRUM

Ramaswamy 88. Ramaswamy

TRIVANDRUM

Ramaswamy 89. Ramaswamy

Padma

Eichhorn 90. -

®

91. -

VACANT CHICAGO TITLE

92) & the adjoining half of 93

Erskine By Gite

Beech Erskine

94. & the adjoining half of 93

Martin Ronald A. Martin

Brock Martin

Grbic 95. Osman Gr

Jayden G

96. Theresa Sharon Mylon

97. Geraldine L. Stauffer \_\_\_\_\_

98. John W. Orly Sara Gehley

99. \_\_\_\_\_

100. Linda Jones \_\_\_\_\_

101. Elizabeth Hester David C. Holson

PENDLE HILL SECTION 4

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. Charles F. Simon Sharon C. Simon

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

CHICAGO TITLE

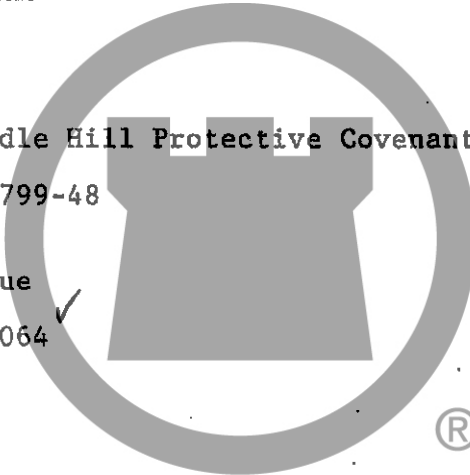
Section 4

- |     |                          |                          |
|-----|--------------------------|--------------------------|
| 10. | <u>Carol L. Lawrence</u> | <u>Larry D. Lawrence</u> |
| 11. | <u>Shirley Walker</u>    | <u>Shirley Walker</u>    |
| 12. | <u>[Signature]</u>       | <u>[Signature]</u>       |
| 13. | <u>Delene Dawson</u>     | <u>Danew S. Dawson</u>   |

corporate/pendle hill amendment

This amendment of Pendle Hill Protective Covenants was drafted by:

G. Douglass Owens, #9799-48  
OWENS & OWENS ✓  
Attorney at Law  
119 N. Pendleton Avenue  
P.O. Box 58 ✓  
Pendleton, Indiana 46064  
(765) 778-3320



CHICAGO TITLE

END OF DOCUMENT 1

25/12/08  
2008

2008020580 MISC DOC \$61.00  
12/11/2008 01:20:03P 25 PGS  
Lisa Hobbs  
Madison County Recorder IN  
Recorded as Presented

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS OF PENDLE HILL PROVIDING FOR A HOMEOWNERS ASSOCIATION, ASSESSMENT OF HOMEOWNERS, AND THE ENFORCEMENT OF COLLECTION OF ASSESSMENTS**

WHEREAS, Pendle Hill was originally laid out as four subdivisions designated Pendle Hill Sections 1, 2, 3 and 4, hereinafter called "Pendle Hill", each with restrictive covenants, which provided for amendment thereof by the vote of the owners of at least seventy-five percent (75%) of the lots; and,

WHEREAS, pursuant to the authority granted in the original covenants a revised Declaration of Protective Covenants covering all four sections was executed and then recorded on September 22, 1995, as Instrument Number 9518840 in the Office of the Recorder of Madison County, Indiana; and,

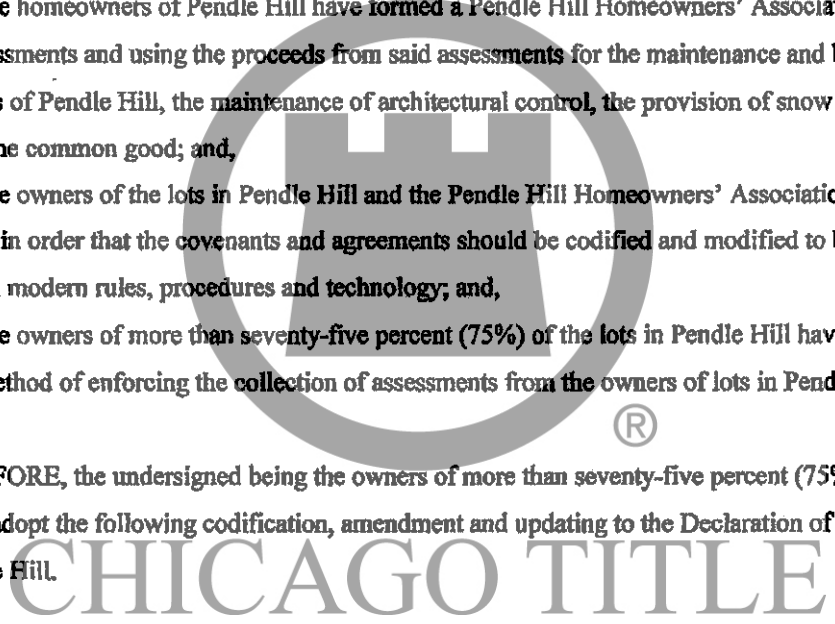
WHEREAS, a subsequent amendment to the Declaration of Protective Covenants was recorded November 15, 2004, as Instrument Number 0427624 in the Office of the Recorder of Madison County; and,

WHEREAS, the homeowners of Pendle Hill have formed a Pendle Hill Homeowners' Association and have been collecting assessments and using the proceeds from said assessments for the maintenance and beautification of the common areas of Pendle Hill, the maintenance of architectural control, the provision of snow removal and other functions for the common good; and,

WHEREAS, the owners of the lots in Pendle Hill and the Pendle Hill Homeowners' Association have determined that it is in order that the covenants and agreements should be codified and modified to bring them into conformity with modern rules, procedures and technology; and,

WHEREAS, the owners of more than seventy-five percent (75%) of the lots in Pendle Hill have also determined that a method of enforcing the collection of assessments from the owners of lots in Pendle Hill is necessary;

NOW THEREFORE, the undersigned being the owners of more than seventy-five percent (75%) of the lots in Pendle Hill now adopt the following codification, amendment and updating to the Declaration of Protective Covenants of Pendle Hill.



**ARTICLE I**  
**DEFINITIONS**

For the purpose of this amendment the following are definitions of certain terms used herein:

- A. "Assessment" shall mean that share of the Common Expenses imposed upon each lot, as determined and levied pursuant to the provisions of Article VI herein as well as any fees, costs, expenses or fines as herein defined.
- B. "Association" shall mean Pendle Hill Homeowners' Association. Its membership shall consist of owners of lots in Pendle Hill. Each lot shall have one (1) vote on all association business regardless of the number of owners for any particular lot.

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By \_\_\_\_\_



- C. "Common Expenses" shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement and replacement of the Common Property as hereinafter defined, provision of snow removal service, mowing and any other costs or expenses incurred by the Association for the benefit of the owners of property in Pendle Hill, including the cost of insurance as required herein and the enforcement of covenants and restrictions. Common Expenses shall also include the expenses for supplies, postage, professional service and other expenses of the operation of the Association.
- D. "Common Property" shall mean all real and personal property that is in the nature of common or public improvements.
- E. "Lot" shall mean any parcel of real estate as shown on the plat of Pendle Hill as it is recorded in the Office of the Recorder of Madison County, Indiana. No lot may be subsequently sub-divided for development purposes except to adjust for minor side yard infractions that may occur or have occurred.
- F. "Owner" shall mean a person who retains any right, title or interest, legal or equitable, in and to a lot, but shall exclude those persons having such interest merely as security for the performance of an obligation.
- G. "Pendle Hill" shall mean all of the lots laid out and dedicated in Pendle Hill Sections 1, 2, 3 & 4.

**ARTICLE II**  
**COVENANTS**

1. No building or structure shall be erected, constructed or maintained on any lot, except only a private single family dwelling, designed for and adapted to the use and occupancy of not more than one family, together with private garages and any other necessary and appurtenant buildings. Any such private garage or appurtenant building shall conform in architectural styling and siding and roofing material with the residence located on said lot.
2. There shall not be placed, built, erected or maintained more than one dwelling, together with the outbuildings in connection therewith, upon any of the lots in said Subdivision as originally platted.
3. In order to maintain harmony of appearance and for the protection of the owners of lots in the Subdivision, it is declared that no building, fence, wall or other structure shall be erected or maintained on any lot, nor shall any change or alteration to any of the above be made until the plans and specifications (including a sketch or view of the building or structures or changes) have been submitted to, and approved by, the "Architectural Committee".

The Architectural Committee shall consist of the President, Vice President, Secretary and Treasurer of the Pendle Hill Homeowners' Association and shall serve until the replacements of such officers have been elected by the Board of Directors of the Pendle Hill Homeowners' Association. There is no limit on the number of terms for which a committee member may serve. A decision of a majority of the committee shall be binding.

Said Committee shall have the right to refuse to approve any of such plans and specifications which are not consistent with these protective covenants as interpreted by the Architectural Committee and shall have the further right to refuse to approve any such plans and specifications which are, in the opinion of the committee, not desirable for aesthetic or other reasons. In passing upon said plans and said specifications, the committee shall have the right to establish the grade and shall take into consideration the suitability of the proposed building or other structure; the materials of which it is to be built; the site upon which it is proposed to be erected; the harmony thereof with the surrounding buildings; the effect thereof upon other buildings or lots in the Subdivision; and likewise compliance with the other requirements of these protective covenants.

4. No dwelling shall be built on any lot at a cost of less than \$175,000.00 dollars, exclusive of lot value, based upon the cost levels prevailing on the date these covenants are recorded and it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. In the event an owner constructs a dwelling with "sweat equity" and/or subcontracting the house on his own, the costs as used in this covenant shall be considered at a figure that a contractor would charge to build the house exclusive of lot value rather than the actual cost expended by the owner.
5. The floor area of the main structure exclusive of one-story, open porches and garages shall be not less than 1,600 square feet, and the roof pitch shall be not less than 3 on 12. All garage doors shall face to the side or rear of the lot rather than to the front with the exception of any lot where this would be impracticable or impossible because of the dimensions or terrain of the particular lot. Every residence shall face on the interior streets in Pendle Hill. No residence shall face on County Road 100 West nor have a private drive extending to County Road 100 West, except that owners of properties having a private drive extending to County Road 100 West may elect membership in Pendle Hill Homeowners' Association by otherwise conforming to these covenants and paying all assessments levied by Pendle Hill Homeowners' Association.
6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
7. All lots shall be kept trimmed and neat at all times. In the event any lot is not kept trimmed and neat, the Homeowners' Association may trim and clean the property as needed and assess the lot owner for the cost.
8. Travel trailers, motor homes, trailers and boats may be parked on a lot owner's driveway during seasonal use but must be stored outside of Pendle Hill during seasons when not in use. Such vehicles shall be parked on paved surfaces and not on grass or stone.
9. No truck, semi-trailer, equipment, travel trailers, motor homes, trailers or boats shall ever be parked on the streets in Pendle Hill. No trailers or used buildings shall ever be placed or allowed to remain on any lot.
10. No lot in Pendle Hill shall be used for other than a single-family dwelling.

11. Easements for installation and maintenance of underground utilities and for drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The surface area of each easement on each lot shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
12. All utility installations shall be underground and all utilities are granted an easement covering the installation and maintenance of the underground service entrance conductors from the utility lines to the individual residence at a location mutually agreeable between the lot owner and the utility company.
13. No building shall be erected on a lot nearer to the front set back line than shown on the recorded plat. No building shall be erected on any lot nearer than ten (10) feet to any side or rear lot line.
14. Each of the covenants, conditions, restrictions and provisions contained herein shall constitute covenants running with land, and shall inure to and be deemed to be for the benefit of each of all the present or future owners of lots in Pendle Hill. These restrictions may be enforced by any lot owner or by the Association.
15. Any building, fence, wall or other structure erected or built in Pendle Hill shall be deemed to comply with all the provisions of these restrictions unless legal proceedings have been instituted to enforce compliance with these restrictions within one year of the erection thereof, except where a structure is later found to encroach upon a legal property line or easement.

**ARTICLE III**  
**EFFECT OF BECOMING AN OWNER**

Any person becoming the owner of any lot in Pendle Hill subsequent to the recording of this document shall accept said deed, subject to all covenants and agreements herein contained. By acceptance of said deed the owner acknowledges the rights and powers of interested parties with respect to the covenants, restrictions and agreements herein contained both for themselves, their heirs, their personal representatives, and their successors and assigns. Said owner by acceptance of a deed to a property in Pendle Hill covenants and agrees with all the owners and subsequent owners of lots in Pendle Hill to keep, observe, comply with and perform these covenants, restrictions and agreements.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

The owners of the lots in Pendle Hill shall elect or appoint a Board of Directors of the Association as prescribed by the Association's By-laws. The Board of Directors shall manage the affairs of the Association and have the authority to carry out the duties and responsibilities specified in this Declaration.

**ARTICLE V**  
**RESPONSIBILITY OF THE ASSOCIATION**

The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual owners of lots in Pendle Hill in all matters pertaining to the determination of Common Expenses, the collection of annual assessments and the granting of any approvals whatsoever and to the extent called for in this codification of protective covenants also providing for Homeowners' Association, assessment of homeowners and the enforcement of collection of assessments. The Association shall also have the right but not the obligation to act on behalf of any owner or any owners seeking enforcement of covenants contained in this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any owner for any action taken under color of authority of the Declaration or for any failure to take any action called for by the Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall procure and maintain casualty insurance, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable. The Association by its Board of Directors may contract such other services as the Association deems necessary or advisable.

**ARTICLE VI**  
**ASSESSMENTS**

A. **Purpose of Assessments:**

The assessments levied by the Association shall be used to pay the "Common Expenses" as defined in Article I of this document.

B. **Liability of Assessments:**

The Assessment on each lot, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each lot. The assessment shall become a lien upon each lot from and after the due date thereof in favor of the Association. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the owner of each lot at the time when the assessment is due. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments that become due prior to such sale or transfer. The lien for any assessment shall for all purposes be subordinate to the lien of any mortgagee whose mortgage was recorded prior to the date such assessment first became due and payable. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any owner of the personal liability hereby imposed.

C. **Basis of Annual Assessments:**

The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Common Property. A copy of this budget shall be delivered to each owner within thirty (30) days after the beginning of each fiscal year of the Association but failure to do so will not waive the right to make an assessment. In any event, the assessment will not be due until thirty (30) days after the distribution of the budget to the owners.

D. **Duties of the Association:**

1. **Books and Records:**

The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special assessment to be kept and maintained, including a roster setting forth the identification of each and every lot and each assessment applicable thereto, which books and records shall be kept by the association and shall be available for the inspection and copying by each owner (or duly authorized representative of any owner) at all reasonable times. Except as may be otherwise provided in the Association's By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any owner or mortgagee upon request. The Board of Directors of the Association shall cause written notice of all assessments, levied by the Association upon the lots and upon the owners, to be mailed to the owners or to their designated representative. Notice of the amounts of the annual Assessments and notices of the amounts of special Assessments shall be sent as promptly as practical and, in any event, not less than thirty (30) days prior to the due date of such assessment, or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the assessment to which such notice pertains, payment of such assessment shall not be deemed past due for any purpose if paid by the owner within thirty (30) days after the date of actual mailing of such notice.

2. **Certificate of Assessments:**

Upon request the Association shall promptly furnish to any owner, prospective purchaser, title insurance company, or mortgagee, a certificate in writing signed by an officer of the Association, setting forth the extent to which assessments have been levied and paid with respect to any lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

3. **Request for Notice from Mortgagee:**

The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance of any obligation under this Declaration by any owner that is not remedied within sixty (60) days.

**ARTICLE VII**  
**REMEDIES FOR NON-PAYMENT OF ASSESSMENTS**

1. **Lien for Non-Payment of Assessments:**

If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorney fees, become a continuing lien on the lot against which such assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the owner of such lot as of the date of levy of such assessment. The lien of such assessment shall be perfected by the filing of notice of said lien with the Madison County Recorder which notice shall also specify the legal description of the property being assessed. Said lien, once recorded, shall be enforceable by an action to foreclose the lien which foreclosure shall be against the lot and a continuing personal liability of the owner of the lot and all future successors and assigns of such owner in such lot.

2. **Initiation of Action by Association for Non-Payment of Assessment:**

If any assessment upon any lot is not paid within thirty (30) days after the due date, such assessment and all costs of collection thereof, including attorney fees, shall bear interest from the date of delinquency until paid at a rate of fifteen percent (15%) per annum. Upon filing of said assessment with the Madison County Recorder, the Association may then bring an action against the owner of the lot and any other responsible parties in any court having jurisdiction to enforce payment of the same and to foreclose the lien against the lot. There shall be added to the amount of such assessment all costs of such action, including the Association's attorney fees, and in the event a judgment is obtained, such judgment shall include interest at the statutory rate, costs and attorney fees.

**ARTICLE VIII**  
**SUBORDINATION OF AN ASSESSMENT LIEN TO MORTGAGES**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded before the recording of the notice of assessment as a lien in the office of the Madison County Recorder. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any first mortgage on such lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. This paragraph shall prevail if and to the extent this paragraph is inconsistent with any other paragraph in the Declaration.

**ARTICLE IX**  
**SAVING PROVISION**

If any provision, statement, or requirement established by this declaration is deemed to be invalid, or unlawful, the invalidation of said provision shall not impair or nullify the remainder of this declaration, and all other provisions will remain in full force and effect.

**ARTICLE X**  
**AMENDMENT**

Any of the foregoing agreements, restrictions, covenants and conditions may be annulled, waived, changed, modified or amended at any time by a declaration setting forth such annulment, waiver, change, modification, or amendment executed by the owners of at least seventy-five percent (75%) of the lots in Pendle Hill. Such declaration shall be executed as required by law and shall be recorded in the Office of the Recorder of Madison County, Indiana, before the same shall become effective.

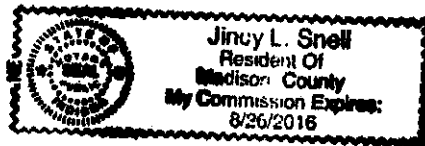
IN WITNESS WHEREOF THE UNDERSIGNED BEING THE OWNERS OF NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE LOTS IN PENDLE HILL HAVE SIGNED THIS DOCUMENT ON DATES BETWEEN THE 1<sup>st</sup> DAY OF NOVEMBER 2008 AND THE 2<sup>nd</sup> DAY OF DECEMBER 2008.

Page -8-



**PENDLE-HILL SECTION 1**

<b>LOT #</b>	<b>PRINTED NAME</b>	<b>SIGNATURE</b>
1.	Robert & Linda Begley 1 Calle de Real	
2.	Raymond & Sondra Fox 2 Calle de Real	
3.	Doug & Gayle Elrod 10 Calle de Real	<i>Douglas A Elrod</i> <b>YAB</b>
4.		<i>Douglas A Elrod</i> <b>YAB</b>
5.	Don & Dana Jamison 3 Calle de Real	
6.	Austin Taylor 7 Calle de Real	
7.	Larry & Jackie Corn 1010 Pendle Hill Avenue	
8.	Agnes Rodenberg 1003 Pendle Hill Avenue	
9.	Alex & Angie Wendricks 1007 Pendle Hill Avenue	
10.	Brad & Elizabeth Reiter 1011 Pendle Hill Avenue	<i>Bradley Reiter</i> <b>YAB</b>
11.		
12.	Darryle & Alice Miracle 1019 Pendle Hill Avenue	
13.	Dave & Kelli Crandall 1023 Pendle Hill Avenue	
14.	Scott & Carrie Carr 1027 Pendle Hill Avenue	
15.		
16.	Fred & Linda Byers 1026 Lancashire Lane	
17.	Jeff & Brenda Jamerson 1022 Lancashire Lane	





**PENDLE HILL SECTION 1**

LOT? Robert & Linda Begley  
1 Calle de Real

1. \_\_\_\_\_

*Robert & Linda Begley* <sup>SRS</sup>

Raymond & Sondra Fox  
2 Calle de Real

2. \_\_\_\_\_

Doug & Gayle Elrod  
10 Calle de Real

3. \_\_\_\_\_

Don & Dana Jamison  
3 Calle de Real

4. \_\_\_\_\_

Austin Taylor  
7 Calle de Real

6. \_\_\_\_\_

*Austin Taylor* SRS

Larry & Jackie Corn  
1010 Pendle Hill Avenue

7. \_\_\_\_\_

*Larry & Jackie Corn* SRS

Agnes Rodenberg  
1003 Pendle Hill Avenue

8. \_\_\_\_\_

*Agnes Rodenberg* SRS

Alex & Angie Wendricks  
1007 Pendle Hill Avenue

9. \_\_\_\_\_

*Alex & Angie Wendricks* SRS

CHICAGO TITLE

Darryle & Alice Miracle  
1019 Pendle Hill Avenue

11. \_\_\_\_\_


Dave & Kelli Crandall  
1023 Pendle Hill Avenue

13. \_\_\_\_\_

*Dave & Kelli Crandall* SRS

Scott & Carie Carr  
1027 Pendle Hill Avenue

14. \_\_\_\_\_

 Jincy L. Snell  
Resident Of  
Madison County  
My Commission Expires:  
8/28/2018

15. \_\_\_\_\_

Fred & Linda Byers  
1026 Lancashire Lane

*Kenneth & Brenda*  
*Linda D. Byers* JRS

16. \_\_\_\_\_

Jeff & Brenda Jamerson  
1022 Lancashire Lane

*Brenda Jamerson* L.D.

17. \_\_\_\_\_

Scott & Christy Johnson  
1018 Lancashire Lane

18. \_\_\_\_\_

19. \_\_\_\_\_

Greg & Mary Wilson  
1010 Lancashire Lane

20. \_\_\_\_\_

Jeff & Andrea Mooney  
1006 Lancashire Lane

21. \_\_\_\_\_

Robert & Jean Coryell  
1002 Lancashire Lane

*Robert Coryell Jean Coryell* JRS

22. \_\_\_\_\_

Monty & Deanna Reger  
1003 Lancashire Lane

*Monty Reger* JRS

23. \_\_\_\_\_

Curt & Linda Manifold  
1007 Lancashire Lane

24. \_\_\_\_\_

Theron & Holly Carpenter  
1011 Lancashire Lane

*Theron & Holly Carpenter* JRS

25. \_\_\_\_\_

Shad Combs & Parti Quinn  
1015 Lancashire Lane

26. \_\_\_\_\_

Jeff & Colleen Connor  
1019 Lancashire Lane

*Colleen Connor* JRS

27. \_\_\_\_\_

Jeff & Cathy Murdock  
1023 Lancashire Lane

28. \_\_\_\_\_

Richard & Marjorie McCord  
1027 Lancashire Lane

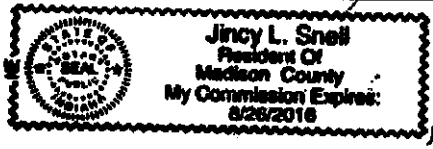
*Richard D M Cord* JRS

29. \_\_\_\_\_

Jaime & Elizabeth Hensley  
1031 Lancashire Lane

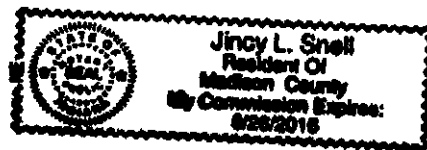
30. \_\_\_\_\_

*Robert W Hensley* L.D.



**PENDLE-HILL SECTION 1**

<b>LOT #</b>	<b>PRINTED NAME</b>	<b>SIGNATURE</b>
18.	Scott & Christy Johnson 1018 Lancashire Lane	<i>Scott Johnson</i> JAS
19.		<i>Mary Wilson</i> JAS
20.	Greg & Mary Wilson 1010 Lancashire Lane	
21.	Jeff & Andrea Mooney 1006 Lancashire Lane	<i>Jeff Mooney</i> JAS
22.	Robert & Jean Coryell 1002 Lancashire Lane	
23.	Monty & Deanna Reger 1003 Lancashire Lane	
24.	Curt & Linda Manifold 1007 Lancashire Lane	
25.	Theron & Holly Carpenter 1011 Lancashire Lane	
26.	Shad Combs & Patti Quinn 1015 Lancashire Lane	<i>Patti Quinn</i> JAS
27.	Jeff & Colleen Connor 1019 Lancashire Lane	
28.	Jeff & Cathy Murdock 1023 Lancashire Lane	
29.	Richard & Marjorie McCord 1027 Lancashire Lane	
30.	Jaine & Elizabeth Hensley 1031 Lancashire Lane	
31.	John & Chris Robison 1043 Pendle Hill Avenue	
32.	Walt & Amy Halley 1032 Pendle Hill Avenue	<i>Amy Halley / Walt Halley</i> JAS
33.	Brian & Beth Miller 1102 Fall Creek Overlook	<i>Brian A. Miller / Beth Miller</i> JAS
34.	Bob & Valerie Euneman 1106 Fall Creek Overlook	



31. John & Chris Robison  
1043 Pendle Hill Avenue

*L. Chris Robison*

*YRS*

32. Walt & Amy Halley  
1032 Pendle Hill Avenue

33. Brian & Beth Miller  
1102 Fall Creek Overlook

34. Bob & Valerie Euncman  
1106 Fall Creek Overlook

35. Randy & Terri Lee  
1103 Fall Creek Overlook

*Terri L. Lee c.p.*

36. Jack & Melinda Jones  
1107 Fall Creek Overlook

37. Chris & Rachel Deaton  
1111 Fall Creek Overlook

*[Signature]*

*[Signature]*

*[Signature]*  
*11/11/06*



®

# CHICAGO TITLE



**PENDLE HILL SECTION 2**

38. Terry & Cheri Hays  
1002 Yellow Brick Road  
Cheri Hays c.f.

39. Steve Miller  
1006 Yellow Brick Road

40. Drew & Jen Tooley  
1010 Yellow Brick Road  
Drew Tooley c.f.

**PENDLE HILL HOMEOWNERS ASSOCIATION PARK**

41. \_\_\_\_\_

42. \_\_\_\_\_

43. Bruce & Diane Emond  
1022 Yellow Brick Road  
**PENDLE HILL SECTION 2**

44. Lance & Linda Warriner  
1026 Yellow Brick Road  
Lance Warriner c.f.

45. Randy & Barbara Greenwell  
1102 Yellow Brick Road

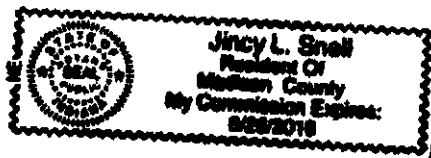
46. Jeff & Tomoko Cole  
1106 Yellow Brick Road  
**CHICAGO TITLE**

47. Curt & Nancy Meiring  
1110 Yellow Brick Road

48. Tom & Jan Moorman  
1114 Yellow Brick Road

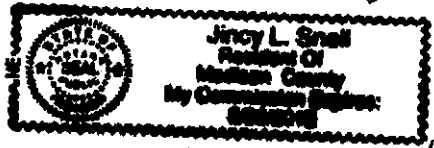
49. Gary & Sue Porter  
1111 Yellow Brick Road

50. Joe & Diana Downing  
1107 Yellow Brick Road



**PENDLE-HILL SECTION 2**

<b>LOT #</b>	<b>PRINTED NAME</b>	<b>SIGNATURE</b>
35.	Randy & Terri Lee 1103 Fall Creek Overlook	✓
36.	Jack & Melinda Jones 1107 Fall Creek Overlook	✓
37.	Chris & Rachel Deaton 1111 Fall Creek Overlook	✓
38.	Terry & Cheri Hays 1002 Yellow Brick Road	✓
39.	Steve Miller 1006 Yellow Brick Road	
40.	Drew & Jen Tooley 1010 Yellow Brick Road	✓
41.	<b>PENDLE HILL HOMEOWNERS ASSOCIATION</b>	<i>John R. Smith President PHHA C.I.P.</i>
42.	<b>PENDLE HILL HOMEOWNERS ASSOCIATION</b>	<i>John R. Smith President PHHA C.I.P.</i>
43.	Bruce & Diane Emond 1022 Yellow Brick Road	<i>Bruce A. Emond C.I.P.</i>
44.	Lance & Linda Warriner 1026 Yellow Brick Road	
45.	Randy & Barbara Greenwell 1102 Yellow Brick Road	<i>Randy Greenwell jr</i>
46.	Jeff & Tomoko Cole 1106 Yellow Brick Road	<i>Jeff Cole jr</i>
47.	Curt & Nancy Melting 1110 Yellow Brick Road	<i>Curt Melting jr</i>
48.	Tom & Jan Moorman 1114 Yellow Brick Road	<i>Tom Moorman jr</i>
49.	Gary & Sue Porter 1111 Yellow Brick Road	<i>Sue Porter jr</i>
50.	Joe & Diana Downing 1107 Yellow Brick Road	<i>Joseph Downing, Esq jr</i>
51.	Ray & Judi Dorow 1110 Pendle Hill Avenue	<i>Ray Dorow jr</i>



- 51. Ray & Judi Dorow  
1110 Pendle Hill Avenue
- 53. Mark & Cindy Jablonski  
1102 Pendle Hill Avenue *Mark Jablonski* C.J.
- 54. Scott & Kelly Bontrager  
1023 Yellow Brick Road *Kelly Bontrager* C.J.
- 55. \_\_\_\_\_
- 56. Jim & Sally Shoup  
1019 Yellow Brick Road *Sally Shoup* C.J.
- 57. \_\_\_\_\_
- 58. Jack & Carolyn Sweeney  
1011 Yellow Brick Road
- 59. Gary & Amy Delph  
1007 Yellow Brick Road *Amy Delph* C.J.
- 60. Jim Whitson  
1003 Yellow Brick Road
- 61. Larry & Sue Howerton  
1002 Porto Bello Road *Sue Howerton* C.J.
- 62. Randy O'Brien  
1006 Porto Bello Road *Randy O'Brien* C.J.
- 63. Donne Hinshaw  
1010 Porto Bello Road
- 64. Wanda Brown  
1014 Porto Bello Road
- 65. Rick & Jill Brown  
1018 Porto Bello Road
- 66. Steve & Sherry Austin  
1022 Porto Bello Road *Sherry A. Austin* C.J.
- 67. Steve & Linda Collins  
1111 Pendle Hill Avenue *Linda Collins* C.J.


**Jincy L. Snell**  
 President Of  
 Madison County  
 My Commission Expires:  
 6/28/2018

**PENDLE-HILL SECTION 2**

<b>LOT #</b>	<b>PRINTED NAME</b>	<b>SIGNATURE</b>
52.	Tom Bannon 1106 Pendle Hill Avenue	✓
53.	Mark & Cindy Jablonski 1102 Pendle Hill Avenue	✓
54.	Scott & Kelly Bontrager 1023 Yellow Brick Road	✓
55.		
56.	Jim & Sally Shoup 1019 Yellow Brick Road	✓
57.		
58.	Jack & Carolyn Sweeney 1011 Yellow Brick Road	<i>Carl Sweeney</i> 48.
59.	Gary & Amy Dolph 1007 Yellow Brick Road	✓
60.	Jim Whitson 1003 Yellow Brick Road	<i>James D. Whitson</i> 49.
61.	Larry & Sue Howerton 1002 Porto Bello Road	✓
62.	Randy O'Brien 1006 Porto Bello Road	✓ (R)
63.	Donna Hinshaw 1010 Porto Bello Road	
64.	Wanda Brown 1014 Porto Bello Road	<i>Wanda Brown</i> 49.
65.	Rick & Jill Brown 1018 Porto Bello Road	
66.	Steve & Sherry Austin 1022 Porto Bello Road	✓
67.	Steve & Linda Collins 1111 Pendle Hill Avenue	✓
68.	John & Jill Edgar 1019 Porto Bello Road	<i>John &amp; Jill Edgar</i> 48.





68. John & Jill Edgar  
1019 Porto Bello Road

69. Dave & Stephanie Carroll  
1015 Porto Bello Road  
*Stephanie Carroll* C.G.

70. Mike & Jane Dickey  
1011 Porto Bello Road  
*Jane E Dickey* C.G.

71. Rob & Trina Akridge  
1007 Porto Bello Road  
*Trina Akridge* C.G.

72. 1003 Porto Bello Road  
*Britney Olson* C.G.

**PENDLE HILL SECTION 3**

73. LOT 77 Dave & Becky Hudson  
1002 Rolling Barrel Road  
*Becky E Hudson* C.G.

74. Rick & Peggy Wise  
1006 Rolling Barrel Road

75. Paul & Karen Asher 76  
1010 Rolling Barrel Road

**CHICAGO TITLE**

77. & the adjoining half of Lot 76  
Rande & Ginnie Clevenger  
1028 Rolling Barrel Road  
*Ginnie Clevenger* C.G.

78. Bob & Diane Bantz  
1022 Rolling Barrel Road

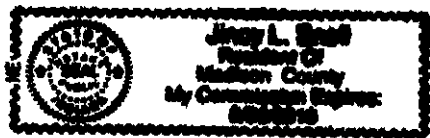
79. Ed & Dawn Hubble  
1114 Pendle Hill Avenue

80. Major David & Jenny Griffin  
1203 Yellow Brick Road






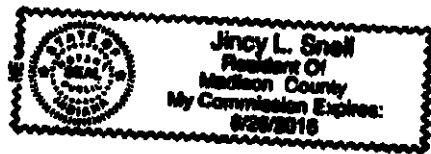
**PENDLE-HILL SECTION 3**

<b>LOT #</b>	<b>PRINTED NAME</b>	<b>SIGNATURE</b>
73.	Dave & Becky Hudson 1002 Rolling Barrel Road	✓
74.	Rick & Peggy Wise 1006 Rolling Barrel Road	✓
75.	<b>&amp; THE ADJOINING HALF OF LOT 76</b> Paul & Karen Asher 1010 Rolling Barrel Road	
77.	<b>&amp; THE ADJOINING HALF OF LOT 76</b> Rande & Ginnie Clevenger 1028 Rolling Barrel Road	✓
78.	Bob & Diane Bantz 1022 Rolling Barrel Road	
79.	Ed & Dawn Hubble 1114 Pendle Hill Avenue	<i>Dawn Hubble</i> ✓
80.	Major David & Jenny Griffin 1203 Yellow Brick Road	<i>Jenny Griffin</i> ✓
81.	Dick & Sherry Smith 1206 Yellow Brick Road	<i>Dick Smith</i> ✓
82.	Tom & Jincy Snell 1202 Yellow Brick Road	✓
83.	Calvin & Esther Whitaker 1210 Yellow Brick Road	<i>Esther Whitaker</i> ✓
84.	Carol Stelter 1218 Yellow Brick Road	70
85.		
86.	Scott & Christino Bennett 1222 Yellow Brick Road	<i>Scott Bennett</i> ✓
87.	Lloyd & Judy McKay 1226 Yellow Brick Road	76
88.	T.S. & Padma Ramaswamy 1225 Yellow Brick Road	<i>Kandice</i> ✓




**PENDLE-HILL SECTION 3**

LOT #	PRINTED NAME	SIGNATURE
73.	Dave <sup>and</sup> Becky Hudson 1002 Rolling Barrel Rd.	
74.	Rick & Peggy Wise 1006 Rolling Barrel Road	<i>Peggy Wise</i> 
75.	<b>&amp; THE ADJOINING HALF OF LOT 76</b> Paul & Karen Asher 1010 Rolling Barrel Road	
77.	<b>&amp; THE ADJOINING HALF OF LOT 76</b> Rande & Ginnie Clevenger 1028 Rolling Barrel Road	
78.	Bob & Diane Bantz 1022 Rolling Barrel Road	
79.	Ed & Dawn Hubble 1114 Pendle Hill Avenue	
80.	Major David & Jenny Oriffin 1203 Yellow Brick Road	
81.	Tom & Jincy Snell 1202 Yellow Brick Road	<i>Thomas R. Snell</i> 
82.	Dick & Sherry Smith 1206 Yellow Brick Road	<i>Jincy L. Snell</i> 
83.	Calvin & Esther Whitaker 1210 Yellow Brick Road	
84.	Carol Stetter 1218 Yellow Brick Road	
85.		
86.	Scott & Christine Bennett 1222 Yellow Brick Road	
87.	Lloyd & Judy McKay 1226 Yellow Brick Road	
88.	T.S. & Padma Ramaswamy 1225 Yellow Brick Road	

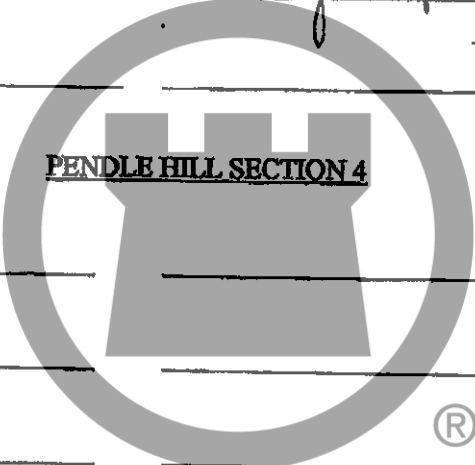


**PENDLE-HILL SECTION 3**


LOT #	PRINTED NAME	SIGNATURE
89.		
90.	Jeff & Darra Brown 1219 Yellow Brick Road	<i>Darra Brown</i> ✓
91.	Dave & Tara Hilton 1215 Yellow Brick Road	<i>Tara Hilton</i> ✓
92.	Gary & Beth Erskine 1211 Yellow Brick Road	<i>Beth Erskine</i> ✓
93.	Victor & Mindy Haslip 1207 Yellow Brick Road	VACANT
94.		
95.	Osman & Jade Grbic 1202 Pendle Hill Avenue	<i>Jade Grbic</i> ✓
96.	Vince & Sharon Nyboer 1023 Rolling Barrel Road	<i>Sharon Nyboer</i> ✓
97.	Geraldine Stauffer 1019 Rolling Barrel Road	✓
98.	James & Sara Ashby 1025 Rolling Barrel Road	✓
99.	Tim Thomas 1011 Rolling Barrel Road	✓ (R)
100.	David & Caryn Humphrey 1007 Rolling Barrel Road	✓
101.	Dave & Becky Hudson 1002 Rolling Barrel Road	✓


**Jincy L. Small**  
 Resident Of  
 Madison County  
 My Commission Expires:  
 8/28/2016

- 96. Vince & Sharon Nyboer  
1023 Rolling Barrel Road
- 97. Geraldine Stauffer  
1019 Rolling Barrel Road  
*Geraldine Stauffer* *cf.*
- 98. James & Sara Ashby  
1025 Rolling Barrel Road  
*James W. Ashby* *cf.*
- 99. Tim Thomas  
1011 Rolling Barrel Road  
*Timothy B. Thomas* *cf.*
- 100. David & Caryn Humphrey  
1007 Rolling Barrel Road  
*Caryn Humphrey* *cf.*



- 1. Jerry & Becky Owens  
1206 Pendle Hill Avenue
- 2. Al & Della LeMond  
1210 Pendle Hill Avenue
- 3. Trent & Tina Conyers  
1216 Pendle Hill Avenue
- 4. Derek & Kelly Newark  
1220 Pendle Hill Avenue
- 5. Charles & Sharon Gilmore  
1226 Pendle Hill Avenue
- 6. Toby Weipott & Lori Matney  
1207 Pendle Hill Avenue
- 7. Ron Harmening  
1230 Pendle Hill Avenue
- 8. Tony & Lori McWilliams  
1232 Pendle Hill Avenue
- 9. Tim & Maren Westerfield  
1231 Pendle Hill Avenue


**Jincy L. Snell**  
 Resident Of  
 Madison County  
 My Commission Expires:  
 8/28/2018

- 10. **Larry & Lynn Towne**  
1227 Pendle Hill Avenue
- 11. **Todd & Ashley Walters**  
1221 Pendle Hill Avenue
- 12. **Phil & Cheryl Rees**  
1219 Pendle Hill Avenue
- 13. **Darren & Arlene Dawson**  
1213 Pendle Hill Avenue

corporate/pendle hill amendment

52. **Tom Bannon**  
1106 Pendle Hill Avenue

*Tom Bannon*

*Lf*



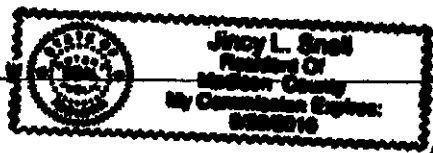
CHICAGO TITLE

**Jincy L. Snell**  
Resident Of  
Madison County  
My Commission Expires:  
8/28/2016

**PENDLE-HILL SECTION 4**

LOT #	PRINTED NAME	SIGNATURE
1.	Jerry & Becky Owens 1206 Pendle Hill Avenue	NO
2.	Al & Della LeMond 1210 Pendle Hill Avenue	Al & Della LeMond
3.	Trent & Tina Conyers 1216 Pendle Hill Avenue	Trent
4.	Derek & Kelly Lewark 1220 Pendle Hill Avenue	Kelly Lewark
5.	Charles & Sharon Gilmore 1226 Pendle Hill Avenue	Charles H. Gilmore
6.	Toby Welpott & Lori Matney 1207 Pendle Hill Avenue	Lori Matney
7.	Ron Harmening 1230 Pendle Hill Avenue	Ron Harmening
8.	Tony & Lori McWilliams 1232 Pendle Hill Avenue	Tony & Lori McWilliams
9.	Tim & Maren Westerfield 1231 Pendle Hill Avenue	Tim Westerfield
10.	Larry & Lynn Towne 1227 Pendle Hill Avenue	Lynn Towne
11.	Todd & Ashley Walters 1221 Pendle Hill Avenue	Ashley Walters
12.	Phil & Cheryl Rees 1219 Pendle Hill Avenue	Phil Rees
13.	Darren & Arlene Dawson 1213 Pendle Hill Avenue	Arlene Dawson

20-8492



This amendment of Pendle Hill protective Covenants was drafted by: G. Douglass Owens, #9799-48,  
OWENS & OWENS, Attorneys at Law, 119 N. Pendleton Avenue, Pendleton, Indiana 46064,  
Tel. (765) 778-3320, Fax. (765) 778-2690

I affirm, under the penalties of perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

*G. Douglass Owens*  
 G. Douglass Owens

WE THE UNDERSIGNED, BEING OFFICERS OF THE BOARD OF DIRECTORS OF AND FOR THE PENDLE HILL HOMEOWNERS' ASSOCIATION, DO AFFIRM UNDER PENALTIES OF PERJURY THAT WE DID WITNESS THE SIGNATURES AFFIXED BY THE AFOREMENTIONED HOMEOWNERS OF NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE LOTS IN PENDLE HILL, TO THE FOREGOING *AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS OF PENDLE HILL*, THESE SIGNATURES HAVING BEEN AFFIXED ON DATES BETWEEN THE 1<sup>ST</sup> DAY OF NOVEMBER 2008 AND THE 2<sup>ND</sup> DAY OF DECEMBER 2008.

<u>John R. Smith</u> John R. Smith, President	<u>12-4-08</u> Date
<u>Thomas R. Snell, Jr.</u> Thomas R. Snell, Jr., Vice-President	<u>12-4-08</u> Date
<u>Lucinda A. Jablonski</u> Lucinda A. Jablonski, Treasurer	<u>12-4-08</u> Date

STATE OF INDIANA            )  
  SS:    )  
COUNTY OF MADISON        )

The signers of the foregoing attestation did each appear before me, a Notary Public in and for said County and State, on the date set by their name and did under penalties of perjury affirm that they witnessed the signatures by the said property owners on the Amendment to the Declaration of Protective Covenants of Pendle Hill and affirm the execution of this instrument to be a voluntary act and deed and any representations contained in this instrument to be true.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission expires:

8/26/2016

Jincy L. Snell  
Jincy L. Snell Notary Public  
A resident of Madison County, Indiana

Prepared by:

G. Douglass Owens, #9799-48  
OWENS & OWENS, Attorneys at Law  
119 N. Pendleton Avenue  
Pendleton, Indiana 46064  
Tel. (765) 778-3320  
Fax. (765) 778-2690



END OF DOCUMENT