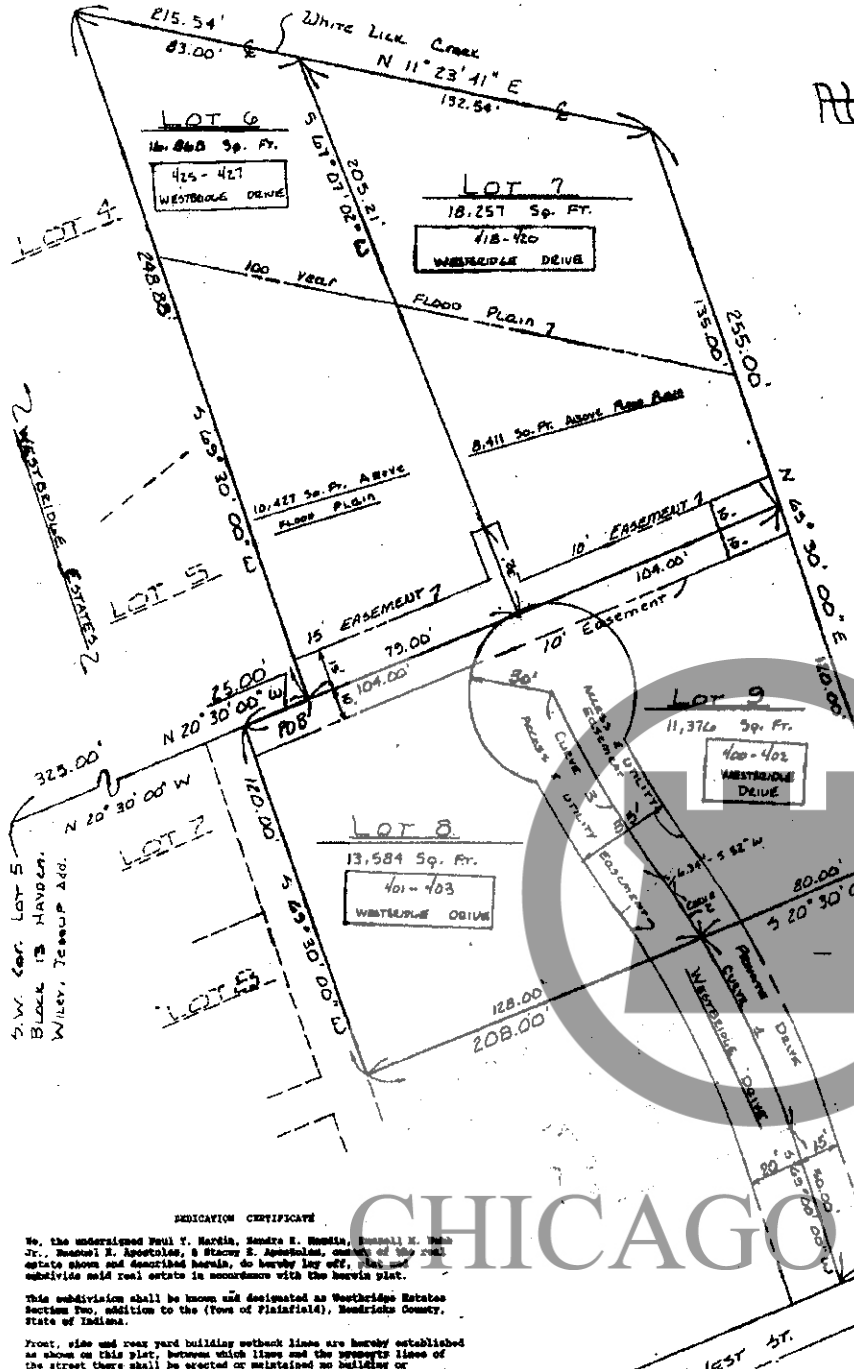




1997-24276

# WESTBRIDGE ESTATES-SECTION 2

970006276  
Filed for Record in  
HENRICKS COUNTY IN  
JBY BRADLEY  
On 11-14-1997 at 11:06 a.m.  
18.00  
PCH 2/11/97



NORTH  
Scale: 1" = 30'

**LEGAL DESCRIPTION**

Being a part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 15 North, Range 1 East of the Second Principal Meridian, Hendricks County, Indiana, and commencing at the Southwest corner of Lot 3 in Block 15 in the Hayden, Wiley and Joemy's Addition to the Town of Plainfield, Indiana, said point also being the Southwest corner of Emanuel E. A. Stacey Associates property as recorded in Book 294, page 486-487 in the office of the Recorder, Hendricks County, Indiana, thence North 20 degrees 30 minutes 00 seconds West 225.00 feet to the POINT OF BEGINNING for this legal description; thence South 89 degrees 30 minutes 00 seconds West 240.00 feet to the center line of the White Lick Creek; thence running on and along said creek center line bearing North 11 degrees 23 minutes 41 seconds East for a distance of 235.54 feet; thence North 88 degrees 20 minutes 00 seconds West 235.00 feet; thence South 20 degrees 30 minutes 00 seconds East 200.00 feet; thence South 89 degrees 30 minutes 00 seconds West 120.00 feet; thence North 20 degrees 30 minutes 00 seconds West 25.00 feet to the POINT OF BEGINNING, containing 1.00 acre, more or less, subject to all Easements and Eminent Domain.

The above described parcel shall be divided into four (4) lots, numbered 6 through 9 respectively, and shall be known as Westbridge Estates Section Two, all dimensions are shown in feet and decimal parts thereof.

I, DAVID LORIE GASTON hereby certify that I am a registered professional land surveyor of the State of Indiana; that this plat correctly represents a survey completed by me on January 26, 1997; that all the monuments shown thereon actually exist, and that their location, size, type, and material are accurately shown; and that the computed error of closure of the boundary survey is not more than one (1) foot in ten thousand (10,000) feet; and that this plat complies with the provisions of the Plainfield Subdivision Ordinance.

*David Lorie Gaston*  
Signature



**CERTIFICATE OF APPROVAL**

After having given public notice of the time, place and nature of hearing on the application for primary approval of this subdivision by publication in the "Plainfield Homesteager" over the ten (10) days before the date set for hearing thereon, under authority provided by Chapter 130, Acts 1997, enacted by the General Assembly of the State of Indiana, and all laws supplementary and amendatory thereto, this plat was given primary approval by a majority of the members of the Plainfield Plan Commission at a meeting held on 2nd day of August, 1997.

PLAINFIELD PLAN COMMISSION  
BY: *Richard A. Casucci*  
Secretary  
Richard A. Casucci



# CHICAGO TITLE

### DEDICATION CERTIFICATE

We, the undersigned Paul F. Martin, Sandra E. Martin, Emanuel E. Stacey, Jr., Emanuel E. Stacey, Sr., and Emanuel E. Stacey, Jr., do hereby lay off, plat and subdivide said real estate in accordance with the herein plat.

This subdivision shall be known and designated as Westbridge Estates Section Two, addition to the (Town of Plainfield), Hendricks County, State of Indiana.

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

Easements - Necessary for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 obstruct the direction or retard the flow of water through drainage channels in the easements. The easement are 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.

The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2017, at which time said covenants (or restrictions) shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building lines covered by these covenants, (or restrictions), it is agreed to change such covenants (or restrictions) in whole or in part.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure 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.

WITNESSED OUR HANDS AND SEALS THIS 6th DAY OF November, 1997.

*Paul F. Martin*  
Paul F. Martin  
*Sandra E. Martin*  
Sandra E. Martin  
*Emanuel E. Stacey, Jr.*  
Emanuel E. Stacey, Jr.  
*Emanuel E. Stacey, Sr.*  
Emanuel E. Stacey, Sr.

DULY ENTERED FOR TAXATION  
NOV 14 1997

(Lillian Joemy)  
NOTION HENRICKS COUNTY

The above named individuals also being known collectively as "Westbridge Partners".  
THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING  
DATE: 11-11-97  
*Lillian Joemy*  
HENRICKS COUNTY ENGINEER

CURVE 1	CURVE 2	CURVE 3
Δ-19°16'24"	Δ-03°14'31"	Δ-11°16'13"
R- 324.86'	R- 376.81'	R- 376.81'
L- 80.83'	L- 18.35'	L- 74.12'
C- 80.62'	C- 18.39'	C- 74.00'
T- 40.63'	T- 9.20'	T- 37.18'

State of Indiana  
County of (Hendricks)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared  
*Emanuel E. Stacey, Jr.* and *Paul F. Martin*, and each personally and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purpose therein expressed.

WITNESS MY HAND AND NOTARIAL SEAL THIS 6th DAY OF November, 1997.  
*Lillian M. Fodell*  
Lillian M. Fodell  
Notary Public



Residing in NEWARK County  
My Commission expires 5-11-99

An amount known as an "economic development charge" levied in the amount of Fifty Dollars (\$50.00) is hereby stated on each lot set forth herein to be used for the "Economic Development Fund" in the Office of the Auditor of Hendricks County, Indiana.

REVISIONS			GASTON ENGINEERING	
NO.	DATE	BY	SCALE	NATURAL
1	11/9/97	LRL	1" = 30'	
Plat Plan				
			DATE	QUANTITY
			11/1/97	535-6-917

1

**USE AND MAINTENANCE COVENANT  
FOR THE 35' ACCESS AND UTILITY EASEMENT KNOWN AS  
WESTBRIDGE DRIVE, A PRIVATE DRIVE, AS SHOWN ON THE PLAT  
OF WEST BRIDGE ESTATES, SECTION 2, AN ADDITION TO THE  
TOWN OF PLAINFIELD, HENDRICKS COUNTY, INDIANA**

THIS COVENANT, made this 18<sup>th</sup> day of November, 1997, by West Bridge Partners, an Indiana General Partnership:

WITNESSETH:

WHEREAS, the plat of West Bridge Estates, Section 2, a subdivision of part of Section 24, Township 15 North, Range 1 East, the same being in the Town of Plainfield, Hendricks County, Indiana, was entered for record on November 14<sup>th</sup>, 1997, as instrument number 9700024276, in Plat Cabinet 4, Slide 153, Page 1, in the office of the Recorder of said County; and

WHEREAS, West Bridge Partners is the sole owner of Lots 6, 7, 8 and 9 in Section 2 of said subdivision; and

WHEREAS, West Bridge Partners also owns the following described real estate which is located adjacent to and immediately east of Section 2 of West Bridge Estates:

Lot Numbered One (1) in Block fifteen (15) and Lot Numbered Four (4) in Block fourteen (14) in Prather and Hornaday's Addition to the town of Plainfield, Indiana; and,

WHEREAS, West Bridge Partners intends by this instrument to dedicate a part of the above described two lots to this Use and Maintenance Covenant as an access/utility easement and private drive, the description of which part is as follows: ®

Being a description of a survey line for an easement for ingress and egress described as 20.00 feet on the Southeast side and 15.00 feet on the Northwest side of said survey line which is located in the Northeast quarter of Section 14, Township 15 North, Range 1 East of the Second Principal Meridian, Hendricks County, Indiana and commencing at the Northeast corner of Lot #1 in Block 15 in the Prather and Hornaday's Addition to the Town of Plainfield, Indiana; thence running on and along the East line of said lot bearing South 20 degrees 30 minutes 00 seconds East (Assumed bearing for the purpose of this description ) for

9700024617  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 11-19-1997 At 11:02 am.  
COVENANTS 20.00  
Vol. 34 Pg. 79 - 83

a distance of 70.00 feet to the POINT OF BEGINNING for this description of a survey line; then South 69 degrees 30 minutes 00 seconds west 50.00 feet to a point of curvature; then running on and along a curve to the left having a central angle of 14 degrees 15 minutes 24 seconds, a radius of 324.86 feet and an arc length of 80.83 feet to the ending point of this survey line;

and in addition to the parcel just described also intends by this instrument to dedicate to this Use and Maintenance Covenant as an access/utility easement, that parcel of land described on the plat of Section 2, West Bridge Estates, as the 35' Access and Utility Easement known as Westridge Drive, a private drive; and,

WHEREAS, neither said access/utility easement described above nor the private drive constructed thereon will be maintained by the Town of Plainfield or any other public agency; and

WHEREAS, West Bridge Partners desires to create a covenant in Section 2, West Bridge Estates and for the two lots in Prather & Hornaday's Addition to the Town of Plainfield described above, to bind subsequent owners of the described lots as to the use, maintenance, repair, and upkeep of said easement and the private roadway constructed thereon; so

NOW, THEREFORE, IT IS STIPULATED AS FOLLOWS, THAT;

1. The fee simple title to Lots 6,7, 8 and 9 in Section 2, West Bridge Estates, and to Lot 1, Block 15 and Lot 4, Block 14, in Prather and Hornaday's Addition to the Town of Plainfield, now and hereinafter, whether owned jointly, individually or severally, shall be subject to an easement as described above and on the plat of Section 2, West Bridge Estates as the 35' Access and Utility Easement known as West Bridge Drive, a private drive.

2. The owner or owners of said lots will take their titles subject to existing drainage swales, ditches or other surface water drains. No permanent or other structures may be erected or constructed on said access easement excepting the private drive and the facilities for which the easement has been reserved, and no facility shall be installed on said easement in a position that will obstruct a property line or corner, or will interfere with the maintenance and free use by the owners of said access easement and the private drive constructed thereon.

3. The owners shall have the right to use said access easement only for the purpose of ingress, egress and regress between said Lots 6,7, 8 and 9 in

Section 2, West Bridge Estates, and Lot 1, Block 15 and Lot 4, Block 14, Prather and Hornaday's Addition to the Town of Plainfield, and West Street, in the Town of Plainfield, Hendricks County, Indiana, which shall not include vehicular parking or other storage.

4. The access easement and the private drive constructed thereon will be maintained perpetually by the owners as specified below. "Maintenance" includes, without limitation, the cost and expense of all material, labor, equipment, and machinery required for snow removal, mowing, ditching, grading, and landscaping together with the costs to repair and /or reconstruct the private roadway, signs, unregulated ditches and drains, and culverts.

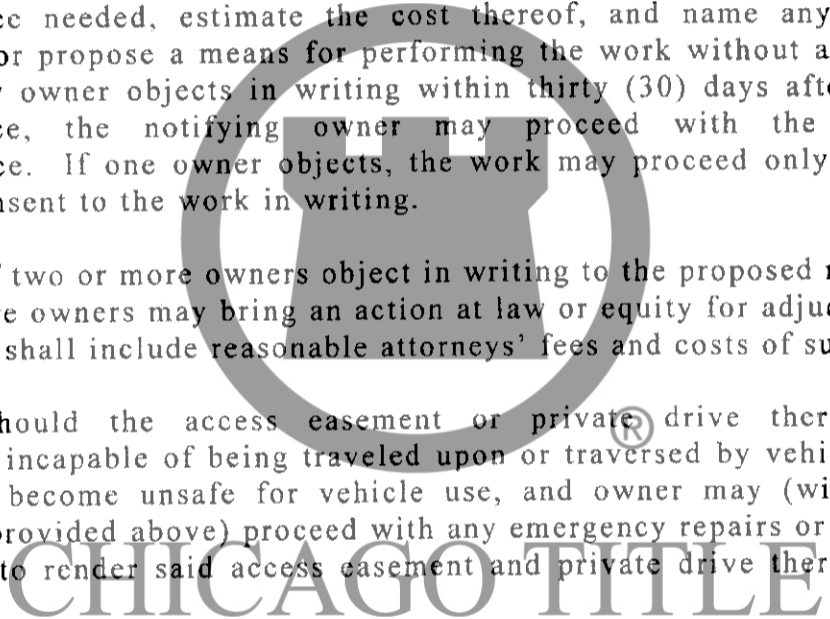
5. In determining the fraction of the cost of maintenance each owner must contribute, each lot will be assumed to have but one (1) owner and (1) vote, even if title to a lot is shared by two or more grantees as tenants by the entirety, joint tenants, tenants in common, or otherwise. Every grantee under one ownership shall be jointly and severally liable for the ownership's proportionate share of the maintenance costs and expenses.

6. An owner may serve notice by certified mail to the other owners that maintenance is required. Such notice shall specify and describe the maintenance needed, estimate the cost thereof, and name any contractors solicited (or propose a means for performing the work without a contractor). Unless any owner objects in writing within thirty (30) days after receipt of said notice, the notifying owner may proceed with the cost-shared maintenance. If one owner objects, the work may proceed only if the other owners consent to the work in writing.

7. If two or more owners object in writing to the proposed maintenance, one or more owners may bring an action at law or equity for adjudication, and judgement shall include reasonable attorneys' fees and costs of such action.

8. Should the access easement or private drive thereon become physically incapable of being traveled upon or traversed by vehicular traffic, or should become unsafe for vehicle use, and owner may (without giving notice as provided above) proceed with any emergency repairs or maintenance necessary to render said access easement and private drive thereon passable and safe.

9. The costs of repairing any and all damages to the access easement, or to the private drive thereon, caused by equipment and / or vehicles used in the construction of a house or other improvements on an adjoining lot, or caused by the installation or maintenance of utility facilities, regulated



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ditches or drains, shall not be divided among the owners but shall be paid for solely by the owner whose house or other improvements are being constructed, or by the party responsible for such damages arising out of the exercise of rights reserved in said utility and drainage easements.

10. After completion of the work described in paragraphs numbered 6,7,8, or 9 above, the owner who did the work, or who had it done, may serve notice by certified mail to the other owners that the work has been done, is satisfactory, and that its total cost has been paid as verified by a copy of a paid receipt attached to said notice, together with any reasonable itemized bill for the total amount of any work performed by the notifying owner, including labor, material, and equipment. Each notified owner shall, within thirty (30) days after receipt of said notice, reimburse the owner who did the work or has it done, in an amount equal to one sixth (1/6) of the sum of said receipt, and said itemized bill, if any (or in an amount equal to 100 percent of the cost of non-utility or non-regulated drainage work done under paragraph numbered 9 above). If such cost is not paid by any owner within thirty (30) days after receipt of such notice, then that cost, and the expenses of collection thereof, shall thereupon become a continuing lien on that owner's lot which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such expense, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the expense is not paid within said thirty (30) day period, then interest at the rate of eighteen (18) percent per annum may be added to the delinquent balance and the owner who had the maintenance done may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot; and in that event, judgement shall include interest on the total amount as above provided, reasonable attorneys' fees, and cost of such action. The lien of the expense provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot subject to such expense; provided, however, that such subordination shall apply only to the expense which become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any expense thereafter becoming due, nor from the lien or any such subsequent expense.

11. Each owner shall save the other owners harmless from any and all liability and claims for damages due to death or injury to persons or damage to property resulting from acts of the owner, his contractors, and agents.

12. This Covenant shall be binding upon the maker thereof, its successors, lessees, assigns, or other person or persons occupying said lots.

IN WITNESS WHEREOF, West Bridge Partners by Emanuel H. Apostoles, Stacey E. Apostoles, Paul T. Hardin, Sandra K. Hardin, and Russell M. Webb, Jr., the General Partners, have executed this Agreement the day and year first above written.

WEST BRIDGE PARTNERS

*Emanuel H. Apostoles*  
EMANUEL H. APOSTOLES

*Paul T. Hardin*  
PAUL T. HARDIN

*Stacey E. Apostoles*  
STACEY E. APOSTOLES

*Sandra K. Hardin*  
SANDRA K. HARDIN

*Russell M. Webb, Jr.*  
RUSSELL M. WEBB, JR.

STATE OF INDIANA        )  
                                  )  
COUNTY OF HENDRICKS    )

Personally appeared before me, a Notary Public in and for said County and State, Emanuel H. Apostoles, Stacey E. Apostoles, Paul T. Hardin, Sandra K. Hardin and Russell M. Webb, Jr. as the Partners of West Bridge Partners, an Indiana General Partnership, who acknowledged the execution of the foregoing Covenant to be their voluntary act and deed, and who having been duly sworn that the statements therein contained are true.

WITNESS my hand and Notarial Seal this 19th day of November, 1997.

My Commission Expires:  
June 25, 2001

*Terri Chavis*  
Terri Chavis, Notary Public

Residing in Hendricks County, Indiana

**CHICAGO TITLE**

This instrument prepared by Russell M. Webb, Jr., Attorney at Law, P.O. Box 188, Plainfield, IN 46168

9700024677  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 11-19-1997 At 03:27 pm.  
COVENANTS 26.00  
Vol. 34 Pg. 225 - 231

## RESTRICTIVE COVENANTS

WEST BRIDGE PARTNERS, an Indiana General Partnership, does, by this indenture, and by those covenants and requirements shown on the plat of West Bridge Estates, which was entered for record on November 14, 1997, as Instrument Number 9700024275 in Plat Cabinet 4, Slide 152, Page 2, in the Office of the Recorder of Hendricks County, Indiana, and as shown on the plat of West Bridge Estates, Section 2, which was entered for record on November 14, 1997, as Instrument Number 9700024276 in Plat Cabinet 4, Slide 153, Page 2 in the Office of the Recorder of Hendricks County, Indiana, and by the Use and Maintenance Covenant for Access and Utility Easement entered for record on November 19, 1997, as Instrument Number 9700024617 in Volume 34 at Pages 79-83, in the Office of the Recorder of Hendricks County, Indiana, restrict and covenant the lots and other areas within the boundary of West Bridge Estates and West Bridge Estates, Section 2, to itself and its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions and covenants which shall apply in their entirety to all of said subdivision:

1. DEFINITIONS. "Owner" shall mean the person or collection of persons who has or have acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

2. EXTERIOR FINISH. No dwelling shall be erected, altered, placed or permitted to remain in any lot other than one multiple family structure, the exterior of which shall have a one hundred percent (100%) brick or stone cover exclusive of gables and overhangs.

3. ACCESSORY BUILDINGS. No utility building, barn or other accessory building will be allowed on any lot.

4. CONSTRUCTION TIME. Any dwelling, fence, water line, sewer, ditch or any structure, including sidewalks, once approved and under construction, must be completed one (1) year from the date construction starts. For additional sidewalk requirements, see Section numbered 20 below.

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



6. SIGNS. The only signs that may be erected by lot owners in this subdivision are: Those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard or garage sale sign placed by the owner no more often than one day twice per year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping. No sign shall exceed nine (9) square feet in size, but in any event, shall conform to the requirements of the ordinances of the Town of Plainfield, Indiana.

7. HUNTING AND TRAPPING are prohibited in this subdivision.

8. ANIMALS. No one shall keep or maintain animals or poultry in this subdivision, except household pets, such as cats and dogs, but no pet shall be kept, bred or maintained for commercial purposes. Household pets shall be confined by fence or leash and kept quiet so as not to disturb the peace and tranquility of the neighborhood. Should an animal be walked by leash, any debris or animal waste resulting therefrom shall be cleaned up, removed and disposed of by the owner of said animal.

9. VEHICLE PARKING. No trucks larger than pickup trucks, disabled vehicles, unused vehicles, campers, trailers, recreational vehicles, boats, motorcycles, or similar vehicles shall be parked on any lot or private driveway in this subdivision unless it is screened in such a way that it is not visible to the occupants of the other lots in the subdivision. No vehicle of any kind shall park in this subdivision, excepting for a reasonable length of time.

10. MAINTENANCE OF LOTS AND IMPROVEMENTS. Each lot owner shall maintain his lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. Garbage, trash and other wastes shall be kept in odorless and sanitary containers which shall be emptied weekly by a refuse collection service. At least twice during each of the months of April through September, lot owners or their designated representatives shall mow their lots, whether or not improved. No outside storage of any personal property shall be permitted.

11. NUISANCES. No one shall carry out, or allow to be carried out, any noxious or offensive activity on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the neighborhood.

12. BUSINESSES. No mercantile building shall exist, nor shall any manufacturing, wholesaling or retailing business operate in this subdivision.

13. DEDICATED EASEMENTS. Each owner of a lot in this subdivision will take his title subject to the rights of utility companies, the Hendricks County Drainage Board, the Town of Plainfield, and the other lot owners in those certain strips of areas of ground designated "utility easement" or "drainage easements" that are reserved on the plat. No

permanent or other structures may occupy said easements, excepting fences and the facilities for which the easements are reserved. Fences erected on easements may be removed by easement holders if necessary to the proper operation and maintenance of the facilities for which the easements are reserved. No facility shall occupy any easement in a position that will obstruct a property line or corner.

14. LOT GRADING. Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in this subdivision.

15. DRIVEWAYS. Residential driveways shall be constructed of portland cement concrete, asphalt or other hard-surface material.

16. SWIMMING POOLS. No swimming pools shall be permitted unless the water level for said pool is below ground level. Any such pool shall be properly fenced or covered for the safety of the owner and all others.

17. PROSCRIBED AND OTHER IMPROVEMENTS. No improvements of any kind shall be permitted in a dedicated street right-of-way, excepting erosion control, driveway entrances, sidewalks, landscaping and mailboxes. The minimum allowable distance between a street boundary and a signal receiver in the form of a satellite dish, or other similar device, is fifty (50) feet. No antenna on any lot shall exceed ten (10) feet above the roof peak if the house on said lot.

18. SANITARY SEWER CONNECTION. Every pipe connecting between a dwelling and a public sanitary sewer shall contain a check valve to prevent backflow.

19. UTILITIES CONNECTION INSPECTION. All materials and workmanship in the installation of connections between dwellings and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors, who shall have the right to require correction of any defects discovered.

20. SIDEWALKS. Except for Lots 6, 7, 8 and 9, Section 2, each initial lot owner taking his title from the developer, by acceptance of a deed, even if not expressed in said deed, is deemed to covenant and agree to build and maintain in good condition a concrete walk at the sides of all streets upon which his lot abuts. Said walks shall conform with the lines and grades as established by the development plan. Each said Owner shall be responsible for slope modifications and erosion control. Said walks shall conform with the development plans for this subdivision on file in the Office of the Plainfield Superintendent of Public Works and shall be placed on a 4-inch aggregate subbase. Sidewalks shall be constructed within sixty (60) days after completion of the dwelling on the lot, weather permitting, or within two (2) years of the date of said deed, if no dwelling is constructed, or before the conveyance of title to another party, whichever first occurs.

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21. STAKING. West Bridge Partners will set lot corner stakes one time. Wherever possible to be driven, corner stakes will consist of ¾ inch metal pipes about 30 inches long set so as to leave about one or more inches of pipe protruding above ground, unless a different monument appears on the recorded plat. Said stakes will not only furnish a means for determining lot boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot owners shall have charge and care of stakes marking their respective lots and shall be responsible for their preservation.

22. MUD CONTROL. Prior to, during or after construction of any improvements on any lot, the owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. Should mud or other debris be distributed on any public street, private access easement or other area of West Bridge Estates as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement. The owner further holds West Bridge Partners, its agents, engineers, contractors and the Town of Plainfield, Indiana, harmless from any liability that might result from violation of or failure to conform with this or any other section of these restrictive covenants.

23. SECURITY LIGHT. The owner of Lot 9, Section 2, whether the developer or someone taking his title from the developer, even if no expressed in the deed, is deemed to covenant and agree to erect and maintain at the West end of the private drive and at the lot owner's sole expense, a mercury or sodium vapor security light on a utility pole sufficiently tall as to provide dusk to dawn illumination of the West end of the private drive.

24. TRASH REMOVAL. The owners of Lots 6, 7, 8 and 9, Section 2, shall be responsible to provide for the removal of all waste, trash, garbage or other debris resulting from the use or habitation of the lots. The Town of Plainfield, Hendricks County, Indiana, does not provide this service for property not adjoining public streets. This obligation shall be at the sole expense of each individual lot owner.

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

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

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

The undersigned persons, executing this instrument on behalf of West Bridge Partners, represent and certify that they are all of the partners of said partnership and are empowered by to execute and deliver this dedication.

IN WITNESS WHEREOF, the said West Bridge Partners, by Emanuel H. Apostoles, Stacey E. Apostoles, Paul T. Hardin, Sandra K. Hardin and Russell M. Webb, Jr., General Partners, as owners and proprietors of the above described real estate, have set their hands and seals, this 19<sup>th</sup> day of November, 1997.

Emanuel H. Apostoles  
EMANUEL H. APOSTOLES, Partner

Stacey E. Apostoles  
STACEY E. APOSTOLES, Partner

Paul T. Hardin  
PAUL T. HARDIN, Partner

Sandra K. Hardin  
SANDRA K. HARDIN, Partner

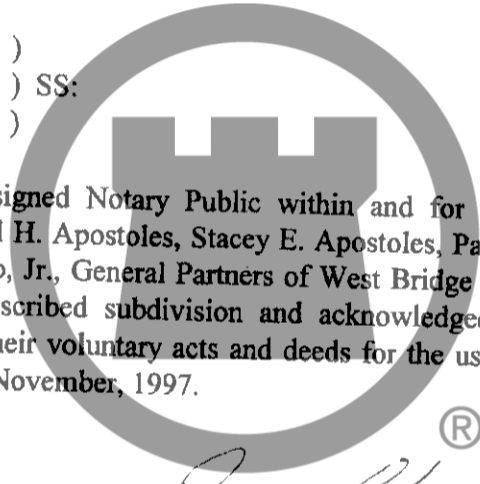
Russell M. Webb, Jr.  
RUSSELL M. WEBB, JR., Partner

STATE OF INDIANA )

) SS:

HENDRICKS COUNTY )

Before me, the undersigned Notary Public within and for said County and State, personally appeared Emanuel H. Apostoles, Stacey E. Apostoles, Paul T. Hardin, Sandra K. Hardin and Russell M. Webb, Jr., General Partners of West Bridge Partners, as owners and proprietors of the above described subdivision and acknowledged the execution of the foregoing instrument to be their voluntary acts and deeds for the uses and purposes therein stated, this 19<sup>th</sup> day of November, 1997.



Jerri Chavis  
Jerri Chavis, Notary Public  
Residing in Hendricks County, Indiana

My Commission Expires:

June 25, 2001.

CHICAGO TITLE

ACCEPTANCE OF RESTRICTIVE COVENANTS

WEST BRIDGE PARTNERS, an Indiana General Partnership, by Emanuel H. Apostoles, Stacey E. Apostoles, Paul T. Hardin, Sandra K. Hardin and Russell M. Webb, Jr., General Partners, being duly authorized to act on behalf of the Partnership, do hereby accept the terms of the foregoing Restrictive Covenants and restrict and covenant the following described lots to the same terms and conditions:

Lot Numbered Four (4) in Block Fourteen (14) in Prather and Hornaday's Addition to the Town of Plainfield, Indiana.

Lot Numbered One (1) in Block Fifteen (15) in Prather and Hornaday's Addition to the Town of Plainfield, Indiana.


IN WITNESS WHEREOF, the said West Bridge Partners, by Emanuel H. Apostoles, Stacey E. Apostoles, Paul T. Hardin, Sandra K. Hardin and Russell M. Webb, Jr., General Partners, as owners and proprietors of the above described real estate, have set their hands and seals, this 12<sup>th</sup> day of November, 1997.

  
EMANUEL H. APOSTOLES, Partner

  
STACEY E. APOSTOLES, Partner

  
PAUL T. HARDIN, Partner

  
SANDRA K. HARDIN, Partner

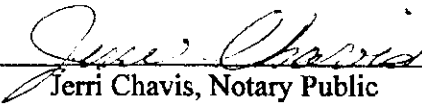
  
RUSSELL M. WEBB, JR., Partner

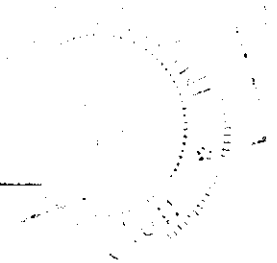
STATE OF INDIANA ) CHICAGO TITLE ) SS:  
HENDRICKS COUNTY )

Before me, the undersigned Notary Public within and for said County and State, personally appeared Emanuel H. Apostoles, Stacey E. Apostoles, Paul T. Hardin, Sandra K. Hardin and Russell M. Webb, Jr., General Partners of West Bridge Partners, as owners and

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proprietors of the above described lots and acknowledged the execution of the foregoing instrument to be their voluntary acts and deeds for the uses and purposes therein stated, this 19th day of November, 1997.

  
\_\_\_\_\_  
Jerri Chavis, Notary Public  
Residing in Hendricks County, Indiana



My Commission Expires:

June 25, 2001.



CHICAGO TITLE