

RESTRICTIONS OF "CEDAR RIDGE OF TRADERS POINT"

The undersigned, owners of "Cedar Ridge of Traders Point", a subdivision in Hendricks County, Indiana, the plat of which was recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 198~~4~~<sup>5</sup>, in Plat Book 11, page 26-27 in the office of the Recorder of Hendricks County, Indiana, do hereby restrict the lots within said development as contained within this document consisting of five (5) pages.

ENTERED FOR RECORD

BOOK

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1132

PAGE 8-13

MAR 5 1985

*Bonnie A. Morphew*

RECORDED HENDRICKS COUNTY

~~BY:~~ FAMILY INVESTMENTS #1, INC.

BY: *William J. Blaser, President*  
William J. Blaser, President

*Andrew D. Pritchard*  
Andrew D. Pritchard, Sec.-Treas.

STATE OF INDIANA )  
                          ) SS:  
HENDRICKS COUNTY )

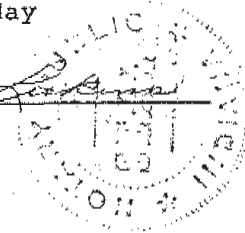
Before me, a Notary Public in and for said County and State, personally appeared William J. Blaser, President and Andrew D. Pritchard, Sec.-Treas. of First Family Investments #1, Inc., who acknowledged the execution of the foregoing Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 4<sup>th</sup> day of March, 198~~4~~<sup>5</sup>.

My commission expires: June 15, 1985

*Esther R. ...*  
Notary Public

Resident of Marion County.



*# 6006 July 12, 1988  
For Dedication & assignment  
see Misc Bk 114 pages 1027-28  
Bonnie A. Morphew etc*

The Developer, being the owner of Cedar Ridge of Traders Point Subdivision hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall, be deemed to covenant and agree to pay to the Association; (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Cedar Ridge of Traders Point Subdivision and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

C. Basis and Amount of Annual Assessments. The original assessment pursuant to the By-Laws of Cedar Ridge of Traders Point Subdivision shall be in the amount of \_\_\_\_\_ per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Cedar Ridge of Traders Point Homeowners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the roadway systems or other properties as required in Article III of the By-Laws of Cedar Ridge of Traders Point Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by it or otherwise.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements, such as the roadway or other properties of the Association, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that

## RESTRICTIONS OF "CEDAR RIDGE OF TRADERS POINT"

1. No structure shall be erected, altered, placed or permitted to remain on the real estate described herein other than a one single family dwelling and a private garage. No residence or dwelling shall be constructed on said real estate unless such residence, exclusive of open porches and attached garages, shall have a ground floor area of at least 1,800 square feet, if it is a one-story structure, or 1,500 square feet on the ground floor, if it is a higher structure, and in the case of a building higher than one story, there shall be at least 900 square feet in addition to the ground floor area.
2. Front and side building lines are established as shown on the survey between which lines and the property lines or the street, no structure shall be erected or maintained.
3. No trailer, tent, shack, basement, garage, barn above ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers, camping trailers and boat trailers) shall be kept or parked upon said lot except within a garage.
4. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession, nor shall anything be done thereon which shall be or becomes a nuisance to the neighborhood.
5. No poultry or farm animals shall be raised or maintained on the property. This restriction shall not prohibit a resident from keeping a household pet or bird.
6. It is the intent of the subject development that all natural vegetation be maintained in the same manner and condition as before any construction. Therefore, there shall be no removal of trees which have a diameter of more than 6 inches unless approved by the architectural committee. Further there shall be no earth removal or changing of the terrain without approval of said committee.
7. There shall be no on-street parking within the development.
8. The duty and right to review, inspect, approve or reject any and all plans and specifications for construction of any type of house or building, proposed for construction by any property owner prior to commencing any construction shall rest with a building committee which shall initially consist of four (4) members, who shall be Robert L. Pritchard, Andrew D. Pritchard, William J. Blaser and David R. Helm. No residence, garage servants quarters, driveway, fences, swimming pools, or other structure of any kind shall be constructed on said site and elevation plans, plans for landscaping, and any other date or information that may be requested, shall be submitted to the building committee for its approval. The majority of said members shall constitute a quorum for approval or disapproval of any plans submitted, and the decision of the majority shall be final. The committee shall indicate its written approval or disapproval of plans submitted within fifteen (15) days after submission of all required information, and if the committee fails to do so, it shall be deemed approval of such plans. Construction shall be completed within six (6) months of commencement, but not later than eighteen (18) months after approval. No charge shall be made to any lot owner of any real estate in the area for examination of and action upon the plans. In the event of the death, disability or resignation of any of said members, the remaining members shall select the successor or successors to fill the vacancy or vacancies.
9. Covenants for maintenance assessments.
  - A. Creation of the Lien and Personal Obligation of Assessments



the limitations of Section C hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2, hereof.

F. Quorum for Any Action Authorized under Sections D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates. The Annual assessments, provided for herein, shall commence on the first day of April, 1984. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

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

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section F hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of twelve percent (12%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event, Judgment shall include interest on the total amount as above provided, reasonable attorney's fee, to be

fixed by the Court, together with the costs of this action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, not from the lien or any such subsequent assessment.

K. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

10. No parcel of land shall be re-divided into a smaller parcel.
11. All owners of lots shall belong to the Cedar Ridge of Traders Point Property Owners Association and shall be governed by the By-Laws of such association.
12. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.
13. There shall be no storage buildings, barns, or other outbuildings on any lot within the subdivision.
14. The right to enforce the within provisions, restrictions and covenants by infunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots, their heirs or assigns who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation.
15. That no residence shall be erected or occupied until the owner has obtained approval of installation of the proposed septic system for any such residence from the Hendricks County Health Department (septic system permit), the State Department of Health and any other county, state or federal authorities who exercise jurisdiction over installation of private septic systems within Hendricks County, State of Indiana.
16. Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainageways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of Cedar Ridge of Traders Point.
17. Invalidation of any one of the covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in force and effect.
18. The foregoing restrictions shall run with the land until

January 1, 1995 and for additional ten-year periods thereafter, provided however, a release executed by at least 75% of the owners of lots in the subdivision in writing within thirty (30) days prior to the end of any extension will release the restrictions.

Dated this 15<sup>TH</sup> day of DECEMBER, 1984.



This instrument was prepared by:  
Lee T. Comer  
Attorney-at-Law  
P.O. Box 207  
Danville, IN 46122  
(317) 745-4300.

DEDICATION AND ASSIGNMENT

The undersigned, Family Investments #1, Inc., by its corporate officers, William J. Blaser, President and Andrew D. Pritchard, Secretary/Treasurer, as owners of the real estate shown and described on a certain plat, recorded on November 16, 1984 in Plat Book 11, Pages 26-27, established in the Recorder's Office of Hendricks County, Indiana, hereby dedicates all streets as depicted on said plat for the public for its use.

The undersigned hereby assigns all its rights, interests and obligation for maintenance of said streetways, landscape easements located on Lots 2 and 18, and drainage easements as shown on the above described plat to the Cedar Ridge of Traders Point Homeowners Association, Inc. The undersigned do further assign all of their rights, interests and obligations for maintenance of any of the above accruing thereto by virtue of certain Declarations of Covenants and Restrictions, recorded on the 5th day of March, 1985, in Miscellaneous Record 103, Pages 8-13, in the Recorder's Office of Hendricks County, Indiana to the Cedar Ridge of Traders Point Homeowners Association, Inc.

The undersigned, Family Investments #1, Inc., also assigns all of its rights, interests and duties of maintenance of the drainage ways and all common areas of the subdivision of Cedar Ridge of Traders Point to the Cedar Ridge of Traders Point Homeowners Association, Inc.

This Assignment and Dedication executed and effective this 30<sup>th</sup> day of June, 1988.

ENTERED FOR RECORD

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114 JUL 12 1988 PAGE 1027-28

*Bonnie D. Mowbray*  
HENDRICKS COUNTY RECORDER

FAMILY INVESTMENTS #1, INC.

BY: *William J. Blaser, President*  
WILLIAM J. BLASER, President

BY: *Andrew D. Pritchard, Secretary/Treasurer*  
ANDREW D. PRITCHARD,  
Secretary/Treasurer