PLAT COVENANTS AND RESTRICTIONS CEDAR RUN — A SUBDIVISION IN MORGAN COUNTY

The undersigned, John W. Cote and Shirley A. Cole (Covelapers) of the real satisfies shown and described hereon, do hereby certify that they have plotted and subdivided the corne into lots, to be known as Cadar Run, and do note satisfies the triblouisty coverance, sedications, restrictions, conditions and providence, being for the mutual benefit of all lot owners, the same are hereby declared to run with the land and to be binding upon all future owners, the same are hareby conners, theirs and assigns.

- PUBLIC RIGHT OF WAY. The rights—of-way of the streets as shown on the Plot, if not herestofore dedicated to the public, are hereby dedicated to the public for use as a public right—of-way.
- public, ore hereby dedicated to the public for use as a public right—of—way.

 2. UTILITY AND DRAINAGE EASEMENTS, SWALES AND EROSION CONTROL. There are creas of ground on the Plot marked "UBBy Essements" and "Drainage Essements", either separately or in combination. The UBBy Essentents are hereby created and reserved for the use of a public utility companies (not including transportation companies), governmental agencies, and the developer for accesse to and installation, mointenance, repair, or romoved of poles, mains, ducts, drains, fines, wires, obties and other sequipment and facilities for the furnishing of utility services, including cable television services. The Orderoge Essements are hereby created and reserved for accesse to, and installation and records of a drainage system, and installation and records of a drainage system, and records and records of a drainage system, and records and records of a drainage system, and records and records of a drainage system of the drainage eyetem; provided, appear and replacement of the other connection of the drainage eyetem; provided, appear and replacement of the other connection of the desired of the drainage eyetem; provided and replacement and Drainage Essement and Essement and Drainage Essement or on the Pitt shall not be obtained as lighted to a brain of the UBBy Essement and Drainage Essement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by the proragoral. A No permanent structures shall be executed or maintained upon each service. The Osneros of Lots in the Subdivision on hall toke and hall toke
- BUILDING SET-BACK LINES. Building set-book lines shall be as established on the Prof. No building or structure shall be seeded or maintained between said set-book lines and any Lot line of said Lat.
- and any Lot line of soid Lat.

 SIGHT CRUECTIONS. No fence, wall, hedge, or shrub proving which obstruots sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain an any corner to within the throughter area ferried by the street property lines and a throughter connecting points twenty—five (23) test from the intersection of soid street lines, or in the case of a rounded property corner. From the intersection of the street lines extended. The same sight—line limitations what apply to arrest line with the adopt of a different intersection of a street line with the adopt of all the intersection of a street line with the odge of a different powerful. No tree shall be permitted to remain within such distances of such intersections unless the folioge five is moistedned of aufficient height to prevent abstruction of auch sight line.
- aufficient height to prevent obstruction of such sight line.

 5. RESIDENTAL UNT SYZE. No single story residence constructed or o Lot in the Subdivision shall have less than 1,800 aquare feet of floor area, enquelve of garages and open porches and ehall not exceed the stories in height. Residences with two stories shall have at least 1,400 equare feet of floor area on the first floor exclusive of garages and open perches; provide further, that e variance from the requirement for 1,400 equare feet on the first floor may be greated by the Developers during the percentage of the sentence are met and (b) the erohitectural design for which a variance is exught a considered the overall architectural designs used for residence in the Subdivision. Each residence constructed shall have a variance is exught a considered with the overall architectural designs used for residence of the consideration of the sentence of the sentence of the consideration of the sentence of the sentence of the consideration of the consideration of the sentence of the residence of approximation of the architectural design of the residence of approximation of the architectural design of the residence of approved by the developers.
- RESIDENTIAL UNIT USE. All Lots in the Subdivision shell be used solely for residential purposes. No business building shelf be snoted on sold Lots, and no business may be conducted on one part thereor. No structure shall be snected, distract, placed or permitted to remain on any Lot other than one; statement single-frantly residence not to succeed two (2) states in helpful and one two (2) or three (3) detacted agrange or described in term §5. He agrange or described in term §5. He agrange or described in term §5. He agrange to describe the state of the statement of the statemen
- 7. ACCESSORY AND TEMPORARY SULLIDINGS. No trelibra, shocks, outhouses, detoched storage sheets, or tool shed or any find shell be sented or sulliverse sheets, or tool shed or any find shell be sented or sulliverse sheets, or tool shed or any find shell be suffered or to properly, which temporary construction that the property which temporary construction that the property carbonal upon completion of construction of the buildings in the property to the property of the property that the property construction of the buildings in the property of the pro
- TEMPORARY STRUCTURES. No trailer, shock, tent, bost, basement with uncompleted upper stories, garage or other outbuilding may be used at any time as a resistence, temporary or permanent; nor may any structure of a temporary sharaster be used as a residence.
- 8. ANNALS. He enimals, evesteds or poutry of any lifed shell be relead, lared or test on any lot except that seek lot shell be allowed three (3) total of either dogs, edts or other hotseshed pets to be used to any for provided they are not kept, bred or maintained for any commercial purposes. At enimals shall be restricted to the corners' property-traitees the chimal is on a lessen accompagned by the lot owner.
 - 10. NUISANCES. He nosious, unlowful or otherwise offensive cobinty shall be confied out on any Lot in the Subdivision ner shall septiming be dones thereby which may be or may become an anneysnes to the neighborhood.
 - 11. VEHICLE PARIONC. No comper, motor home, truck, troth boot or mercedional vehicle of any sind may be attend on any lot in the Bublisheden in open public views, provided, however, birst this Bublisheden in epen public views, provided, however, birst this Bublisheden in epen public views, provided, however, birst this Bublished in a legit or provided trucks. No vehicles shall be put up on blestes or jugate trucks. No vehicles shall be not bleste or jugate from dopmrendable our ruped on a last endost if such impairs are done in disparable our ruped and the shall not be allered to remain in open public view. All vehicles portion over a picet at a residence must be paried in the driveway of such

- 12. SIGNS. No sign of any load shall be shall used to the public view on any Lot, except that one sign. If not more than six (5) agreer test may be displayed on any Lot six proposes or devertibing the property for able and except Developers may use larger signe during the sale and developers may use larger signe during the sale and developers are used to the builders may be approved of the Developers, slipping bigger signs during the time they are constructing and saling a given residential unit.
- 13. MALBOXES. All meliboxes and repletement boxes shall be uniform as required by the United States Postal Service.
- 14. GARBACE AND RETURE DISPOSAL. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, partogs, or for water small be kept in sanikary containers. At apulpment for storage or disposal of such metalous public kept down and shall not be stored on lot in open public view. All rubbish, garbage or other waste shall be regularly rangeved from a Lot and shall not be allowed to occumulate thereon. An homeowner or occupant of a Lot shall burn or bury out of doors any garbage or refuse.
- 15. STORAGE TANKS. No goe or oil storage tanks other than for residential heating shall be tocated on any Lot.
- 16. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply and/or servage disposal system, with the exception of septic systems approved by the slorges County Sanktarian, may be located upon any Lot in the
- 17. DRIVEWAYS. Each driveway in the Subdivision shall be powed and of a sufficient width to economodate all vehicles owned or utilized by the centers or occupants of a residence that will be parked at the residence oversight provided that the minimum width or said driveway shall in no event be less than twelve (12) feet.
- 18. FENCING. All fensing used in the Subdivision on residential tota must be wooden or chain fink and shall not be higher then six (6) feet unless for security purposes around in-ground swinning pools. No fencing shall extend forward of the back line of the residence.
- 19. SCLAR PANELS. No soler heat panels shall be permitted on any of the lots or structures in the Subdivision.
- any of the lots or structures in the Subdivision.

 20. VOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an artism by the Developers, or any person or entitly having any right, title or inherent in the Resel Extet (or any part hereof), or any person or entitly having any right, title or interest in a Lot in the Subdivision, and all persons or entitles olaiming under them, against the person or entitles olaiming under them, against the person or entitles olaiming under them, against the person or entitle violating or threatened to violate a such askel include recovery of contages or other stams due for such violation, Frightster relief in any such soldion shall include recovery of contages or other stams due for such violation, and the recovery of contages of the such coverants or restrictions; provided, however, that the Developers shall not be Roble for demagase of any last to any person for failing to enforcing that to any person for failing to enforce or corry out such coverants or restrictione,
- 21. AMENDMENT. These covenants and restrictions may be omeeded of any time by the then covers of at least filtry-seven (67%) of the Late or Residence Units is all Subdivisions which are seven or hereeffer made subject to and consexed to the Declaration; provided, however, thet until all of the Late or Residence Units is such Subdivisions have been seld by developers, any such amendment of these covenants and restrictions shall be unidenced by a written instrument, signed and selmontaciped by the Developers. Each such amendment shall be unidenced by a written instrument, signed and selmontaciped by the Owner or Owners concurring thereby, which hadroment shall set forth feets sufficient to indicate semalations with this paragraph and shall be reported in the Oritee of the Recorder of Morgan County, Indians. He arminiment which whereby affects the rights of a public which had refress which otherwisely affects the rights of a public utility without the effective with respect to such public utility.
- 22. TERM. These plot covernories and restrictions (as the serms may be amended from time to time), shell ran with the land and shall be blading upon all persons or entities from time to time honing any right, title or historest in the Rec. Excise, or any port hereof, and or all persons or entities claiming under them, and thereafter they shall continue automatically unless terminotes or modified by a vote of a majority of the time Owners of the Late or Realdones Units in the Subdivision; provided, however, that no termination or modifiedistion of said coverants and readificient shall effect any accessment hereby covered and reserved unless off persons entitled to the beneficial use of such examend shall consent thereto.
- 23. SEVERUBLITY. Invalidation of any of the foregoing convenients and restrictions by judgment or sourt shall in no way offset any of the other coversatic and restrictions of the Plat, which shall remain in full force and effect.

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John W. Cole

Thirty D. Com

BARRARA

STATE OF INDIANA STATE OF INDIANA) 88: COUNTY OF HENDRICHS)

Before me, g. Netary Public, in and for personally appeared John W. Cale and Shirley A. Cale, who ecknowledged the execution of the foregoing bestrument.

Whose my hand and notery seel this _____ an of

Berdes Shall

modern on Abadricko

My Commission matres: 0/2 9/2 000

This Instrument was prepared by John M. Colo.

AMENDED

Book HIS Page 056

PLAT COVENANTS AND RESTRICTIONS PR. 394 P 357 Cedar Run Addition

The undersigned, John W. Cole and Shirley A. Cole (developers) of the real estate shown and described hereon, do hereby certify that they have plotted and subdivided the same into lots, to be known as Cedar Run, and do now establish the following covenanto, dedications, restrictions, conditions and provisions, being for the mutual benefit of all lot owners, the same are hereby declared to run with the land and to be binding upon all future owners, heirs and assigns.

- Public right-of-way. The rights-of-way of the streets as shown on the plat, if not heretofore dedicated to the public, are hereby coloridated to the public for use as a public right-of-way.
- 2. Utility and drainage easements. There are areas of ground on the plat marked "utility easements" and "drainage easements", either separately or in combination. The utility easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies, and the developer for access to and installation, maintenance, report, or removal of poles, mains, ducts, drains, lines, wires, cables, and other equipment and facilities for the furnishing of utility services, including cable television services. The drainage easements are hereby created and reserved for access to and installation/repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and for access to and maintenance repair and replacement of the drainage system provided. however, that the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded and will not be changed or altered. The delineation of the utility easement and drainage easement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph 2. No permanent structures shall be erected or maintained upon said easements. The owners of lots in the subdivision shall take and hold title to the lots subject to the utility easements and drainage easements herein created and reserved.
- Building set back lines. No dwelling or secondary support structure shall be constructed within seventy-five (75) feet of the front property line, nor forty (40) feet from any side or rear property line.
- Sight objections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall

Page #1

Cedar Run Addition Plat Covenants and Restrictions



be placed or permitted to remain on any corner lot within the triangular area formed by the street properly lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight line.

CONTROL WORLD SEE TO THE PARTY OF THE PROPERTY OF THE PROPERTY

- 5. Residential unit size and exterior finish. No single story residence constructed on a los in the subdivision shall have less than 1,700 square feet of floor area, exclusive of garages and open porches, and shall not exceed two stories in height. Residences with two stories shall have at least 1,600 square feet of floor area on the first floor exclusive of garages and open porches; provide further, that a variance from the requirement for 1,600 square feet on the first floor may be granted by the developer during the development period if (a) all other requirements of this sentence are met and (b) the architectural design for which a variance is sought is consistent with the overall architecture! designs used for residences in the subdivision. All exteriors shall be of a masonry type construction (brick or natural stone). Any deviation must be approved by the developer. Each residence constructed shall have at least a two (2) car attached garage but no more than a three (3) car attached garage. Any detached garage must be no less than a two (2) car detached garage and no more than a three (3) car detached garage, matching the architectural design of the residence and approved by the developer.
- 6. <u>Residential unit use</u>. All lots in the subdivision shall be used solely for conventionally-built residential purposes. No business building shall be erected on said lots and no business may be conducted on any part hereof. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence not to exceed two (2) stories in height and one two (2) or three (3) car detached garage as described in Item #5. No carports or outside clothes lines shall be erected on said lots.
- 7. Accessory and temporary buildings. No trailers, shacks, outhouses, detached storage sheds, or tool sheds of any kind shall be erected or situated on any lot in the subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building. However, the only exception is that each lot may contain one (1) conventionally constructed mini-barn only if approved by the

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Gedar Run Addition Plat Covenants and Restrictions

August 19, 1996





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 Temporary structures. No manufactured homes, shacks, tents, boats, basements with uncompleted upper stories, garages or other outbuildings may be used at any time as a residence, temporary or permanent.

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- Nuisances. No fowl, farm, domestic, or exotic animals shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the subdivision nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The breeding of any animal for commercial purposes is prohibited. All animals shall be restricted to the owner's property boundaries, unless the animal is on a leash accompanied by the lot owner.
- 10. <u>Vehicle parking</u>. No camper, motor home, truck, trailar, boat, or recreational vehicle of any kind may be <u>stored</u> on any lot in the subdivision in open public view; provided, however, that this Section 10 shall not apply to pickup trucks. No vehicles shall be put up on blocks or jacks to accommodate vehicle repair on a lot except if such repairs are done in a garage. Disabled vehicles shall not be allowed to remain in open public view. All vehicles parked over a week at a residence model of parked in the driveway of such residence.
- 11. Signs. No sign () my kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale and except developer may use larger signs during the sale and development of the subdivision and builders may, with approval of the developer, display bigger signs during the time they are constructing and selling a given residential unit.
- 12. Mailboxes. All mailboxes and replacement boxes shall be uniform as required by the United States Postal Service.
- 13. Appearance. No window air conditions in residence. All lots shall be maintained and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage, or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on lot in open public view. All rubbish, garbage, or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon. No homeowner or occupant of a lot shall burn or bury out of doors any garbage or refuse.
- 14. Storage tanks. No gas or oil storage tanks other than for residential heating shall be located on any lot.
- Water supply and sewage systems. No private or semi-private water supply and/or sewage disposal system, with the exception of septic systems

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Cedar Run Addition Plat Covenants and Restrictions



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approved by the Morgan County sanitarian, may be located upon any lot in the subdivision.

- 16. <u>Driveway</u>. Each driveway in the subdivision shall be paved and of a sufficient width to accommodate all vehicles owned or utilized by the owners or occupants of a residence that will be parked at the residence overnight provided that the minimum width of said driveway shall in no event be less than twelve (12) feet in width.
- 17. <u>Fencing</u>. All fencing used in the subdivision on residential lots must be chain link and shall not be higher than four (4) feet unless for security purposes around in-ground swimming pools. No fencing shall extend forward of the back line of the residence. Wooden privacy fences no higher than six (6) feet may be erected around patios and in-ground swimming pools only.
- 18. <u>Swimming pools/hot tubs</u>. No above ground swimming pools or above ground hot tubs shall be permitted in the subdivision.
- Solar panels. No solar heat panels shall be permitted on any of the lots or structures in the subdivision.
- 20. Violation. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the developer, or any person or entity having any right, title, or interest in the real estate (or any part thereof), or any person or entity having any right, title or interest in a lot in the subdivision, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided however, that the developer shall not be liable for damages of any kind to any person for failing to enforce or carry out
- 21. Amendment. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven (67) percent of the lots or residence units in all subdivisions which are not or hereafter made subject to and amnexed to the declaration; provided, however, that until all of the lots or residence units in such subdivisions have been sold by the developer, any such amendment of these covenants and restrictions shall require the prior written approval of developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the Office of the Recorder of Morgan County, Indiana. No amendment which adversely affects

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Cedar Run Addition Plet Covenants and Restrictions



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the rights of a public utility shall be effective with respect to such public utility without the written consent thereto by such utility.

- 22. <u>Term.</u> These plat covenants and restrictions (as the same may be amended from time to time), shall run with the tand and shall be binding upon all persons or entities from time to time having any right, title, or interest in the real estate, or any part hereof, and on all persons or entities claiming under them, and thereafter they shall continue automatically unless terminated or modified by a vote of a majority of the then owners of the tots or residence units in the subdivision; provided, however, that no termination or modification of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.
- 23. <u>Severability</u>. Invalidation of any of the foregoing covenants and restrictions by judgment or court shall in no way affect any of the other covenants and restrictions of the plat, which shall remain in full force and effect.

Page #5

Ceder Run Addition Plat Covenants and Restrictions



Book 4/5 Page 061

hereunto caused their na September	, 196 8.			day of
John W. Cole, De	valaror	Shu	Cing B	Cic.
50/iii 44. COR, De	veloper	<i>/</i>	Shirley A. Cole	•
STATE OF INDIANA)			
COUNTY OF Morgan)			
Before me, a Nota appeared John W. Cole a foregoing Land Contract.	ry Public, in and for s and Shirley A. Cole, v	заіd County and who acknowledç	I State, persona jed the execution	ally on of the
Witness my hand a	and notary seal this _	4th_day of_s	eptember	_, 19 ₉₈
	Signature:	11.14	Notary Public	7
	Printed:	M. Fred Col		A STANLING CONTRACTOR OF THE PARTY OF THE PA
Ay Commission expires:	9-21-2001		urer	3 4
County of residence:	Hendricks			र विकास
his instrument was prepi diana 46151.	ared by John W. C	ole, 7810 M cV	/horter Road, A	Martinsville,
\$ 1. V	RECEIVED POR MECOND 10 11 12 10 10 10 10 10 10 10 10 10 10 10 10 10	<u>98</u> ! 		
ge #6 Ceda	r Run Addition Plat Covenants (and Restrictions	August 19,	1998
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AMENDMENT NUMBER TWO

PLAT COVENANTS AND RESTRICTIONS

Cedar Run Additions

The undersigned, John W. Cole and Shirley A. Cole (developers) of the real estate shown and described hereon, do hereby certify that they have plotted and subdivided the same into lots, to be known as Cedar Run, and do now establish the following covenants, dedications, restrictions, conditions and provisions, being for the mutual benefit of all lot owners, the same are hereby declared to run, with the land and to be binding upon all future owners, heirs and assigns. Cedar Run Sec. 1 DR-346-32 Cedar Run Sec. 1 DR-417-181

 Public right-of-way. The rights-of-way of the streets as shown on the plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

Utility and drainage easements. There are areas of ground on the plat marked "utility easements" and "drainage easements", either separately or in combination. The utility easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies, and the developer for access to and installation, maintenance, report, or removal of poles, mains, ducts, drains, lines, wires, cables, and other equipment and facilities for the furnishing of utility services, including cable television services. The drainage easements are hereby created and reserved for access to and Installation/repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and for access to and maintenance repair and replacement of the drainage system provided, however, that the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded and will not be changed or altered. The delineation of the utility easement and drainage easement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph 2. No permanent structures shall be erected or maintained upon said easements. The owners of lots in the subdivision shall take and hold title to the lots subject to the utility easements and drainage easements herein created and reserved.

MORGAN COUNTY RECORDER

KAREN BRUMPETT

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RECORDING:

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2.

- 3. <u>Building set back lines.</u> No dwelling or secondary support structure shall be constructed within fifty (50) feet of the front property line, nor twenty (20) feet from any side or rear property line.
- 4. Sight objections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight line.
- 5. Residential unit size and exterior finish. No single story residence constructed on a lot in the subdivision shall have less than 1,700 square feet of floor area, exclusive of garages and open porches, and shall not exceed two stories in height. Residences with two stories shall have at least 1,600 square feet of floor area on the first floor exclusive of garages and open porches; provide further, that a variance from the requirement for 1,600 square feet on the first floor may be granted by the developer during the development period if (a) all other requirements of this sentence are met and (b) the architectural design for which a variance is sought is consistent with the overall architectural designs used for residences in the subdivision. All exteriors shall be of a masonry type construction (brick or natural stone). Any deviation must be approved by the developer. Each residence constructed shall have at least a two (2) car attached garage, but no more than a three (3) car attached garage. Any detached garage must be no less than a two (2) car detached garage and no more than a three (3) car detached garage, matching the architectural design of the residence and approved by the developer. Asphalt shingles only for roofs.
- **Residential unit use.** All lots In the subdivision shall be used solely for conventionally-built residential purposes. No business building shall be erected on said lots and no business may be conducted on any part hereof. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence not to exceed two (2) stories in height and one two (2) or three (3) car detached garage as described in paragraph 5. No carports or outside clothes lines shall be erected on said lots.
- 7. Accessory and temporary buildings. No trailers, shacks, outhouses, detached storage sheds, or tool sheds of any kind shall be erected or situated on any lot in the subdivision, except that used by a builder during the construction



of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building. However, the only exception is that each lot may contain one (1) conventionally constructed mini-barn only if approved by the developer.

- **8.** <u>Temporary structures.</u> No manufactured homes, shacks, tents, boats, basements with uncompleted upper storles, garages or other outbuildings may be used at any time as a residence, temporary or permanent.
- 9. <u>Nuisances.</u> No fowl, farm, domestic, or exotic animals shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the subdivision nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The breeding of any animal for commercial purposes is prohibited. All animals shall be restricted to the owner's property boundaries, unless the animal is on a leash accompanied by the lot owner.
- Vehicle parking. No camper, motor home, truck, trailer, boat, or recreational vehicle of any kind may be <u>stored</u> on any lot in the subdivision in open public view; provided, however, that this paragraph 10 shall not apply to pickup trucks. No vehicles shall be put upon blocks or jacks to accommodate vehicle repair on a lot except if such repairs are done in a garage. Disabled vehicles shall not be allowed to remain in open public view. All vehicles parked over a week at a residence must be parked in the driveway of such residence.
- Signs. No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale and except developer may user larger signs during the sale and development of the subdivision and builders may, with approval of the developer, display bigger signs during the time they are constructing and selling a given residential unit.
- **12.** Mailboxes. All mailboxes and replacement boxes shall be uniform as required by the United States Postal Service.
- 13. Appearance. No window air conditioners in residence. All lots shall be maintained and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage, or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on lot in open public view. All rubbish, garbage, or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon. No homeowner or occupant of a lot shall burn or bury out of doors any garbage or refuse.



- **14. Storage tanks.** No gas or oil storage tanks other than for residential heating shall be located on any lot.
- 15. Water supply and sewage systems. No private or semi-private water supply and/or sewage disposal system, with the exception of septic systems approved by the Morgan County sanitarian, may be located upon any lot in the subdivision.
- 16. <u>Driveway.</u> Each driveway in the subdivision shall be paved and of a sufficient width to accommodate all vehicles owned or utilized by the owners or occupants of a residence that will be parked at the residence overnight provided that the minimum width of sald driveway shall in no event be less than twelve (12) feet in width.
- 17. Fencing. All fencing used in the subdivision on residential lots must be chain link and shall not be higher than four (4) feet unless for security purposes around in-ground swimming pools. No fencing shall extend forward of the back line of the residence. Wooden privacy fences no higher than six (6) feet may be erected around patios and in-ground swimming pools only.
- **18. Swimming pools/hot tubs.** No above ground swimming pools or above ground hot tubs shall be permitted in the subdivision.
- Solar panels. No solar heat panels shall be permitted on any of the lots or structures in the subdivision.
- 20. <u>Violation</u>. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the developer, or any person or entity having any right, title, or interest in the real estate (or any part thereof), or any person or entity having any right, title or interest in a lot in the subdivision, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

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- 21. Amendments. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven (67) percent of the lots or residence units in all subdivisions which are not or hereafter made subject to any annexed to the declaration; provided, however, that until all of the lots or residence units in such subdivisions have been sold by the developer, any such amendment of these covenants and restrictions shall require the prior written approval of the developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the Office of the Recorder of Morgan County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without the written consent thereto by such utility.
- **22.** Term. These plat covenants and restrictions (as the same may be amended from time to time), shall run with the land and shall be binding upon all persons or entities from time to time having any right, title, or interest in the real estate, or any part thereof, and on all persons or entities claiming under them, and thereafter they shall continue automatically unless terminated or modified by a vote of a majority of the then owners of the lots or residence units in the subdivision; provided, however, that no termination or modification of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.
- 23. <u>Severability.</u> Invalidation of any of the foregoing covenants and restrictions by judgment or court shall in no way affect any of the other covenants and restrictions of the plat, which shall remain in full force and effect.

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In witness whereof, the undersigned developers, as the owners of the real estate, have hereunto caused their names to be subscribed to this $10^{\rm th}$ day of August, 2006.

By Shire STATE OF INDIAN	ý	Shirty A. Cole, E Shirt # 2006102	Developer		
appeared John W. foregoing Land Co	a Notary Public, in and for so Cole and Shirley A. Cole, who Intract. * By Shirley A Cor I hand and notary seal this	ho acknowledged the exe ole as power attor	ecution of the		
SEA	Signature: Printed:	Notary Pul	Δ		
My Commission ex	opires: 12-	- 19-07	/		
County of residence	:e:	Myan			
This instrument was prepared by John W. Cole and Shirley A. Cole, 7810 McWhorter Road, Martinsville, Indiana 46151.					
	REAS(SOCI	FFIRM, UNDER THE PENAL PERJURY, THAT I HAVE TO ONABLE CARE TO REDACT AL SECURITY NUMBER IN CENTURIES REQUIRED EN COLUMN AL COL	aken Peach		
Page #6	Cedar Run Addition Plat Covenants	and Restrictions	Rev. 8/10/06		

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AMENDMENT NUMBER THREE PLAT COVENANTS AND RESTRICTIONS

Cedar Run Additions

The undersigned, John W. Cole and Shirley A. Cole (developers) of the real estate shown and described hereon, do hereby certify that they have plotted and subdivided the same into lots, to be known as Cedar Run*, and do now establish the following covenants, dedications, restrictions, conditions and provisions, being for the mutual benefit of all lot owners, the same are hereby declared to run with the land and to be binding upon all future owners, heirs and assigns. * Cedar Run Sec. I DR-396-337; Cedar Run Sec. II DR-417-181.

 Public right-of-way. The rights-of-way of the streets as shown on the plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

KAREN BRUMHETT 6P FJD Date 08/14/2006 Time 11:12:11 25:00 RECORDINS: 25:00 Page 1 of 6

Utility and drainage easements. There are areas of ground on the plat marked "utility easements" and "drainage easements", either separately or in combination. The utility easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies, and the developer for access to and installation, maintenance, report, or removal of poles, mains, ducts, drains, lines, wires, cables, and other equipment and facilities for the furnishing of utility services, including cable television services. The drainage easements are hereby created and reserved for access to and installation/repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and for access to and maintenance repair and replacement of the drainage system provided, however, that the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded and will not be changed or altered. The delineation of the utility easement and drainage easement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph 2. No permanent structures shall be erected or maintained upon said easements. The owners of lots in the subdivision shall take and hold title to the lots subject to the utility easements and drainage easements herein created and reserved.

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Cedar Run Addition Plat Covenants and Restrictions

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- 3. <u>Building set back lines.</u> No dwelling or secondary support structure shall be constructed within thirty-five (35) feet of the front property line, nor twenty (20) feet from any side or rear property line.
- 4. **Sight objections**. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight line.
- 5. Residential unit size and exterior finish. No single story residence constructed on a lot in the subdivision shall have less than 1,700 square feet of floor area, exclusive of garages and open porches, and shall not exceed two stories in height. Residences with two stories shall have at least 1,600 square feet of floor area on the first floor exclusive of garages and open porches; provide further, that a variance from the requirement for 1,600 square feet on the first floor may be granted by the developer during the development period if (a) all other requirements of this sentence are met and (b) the architectural design for which a variance is sought is consistent with the overall architectural designs used for residences in the subdivision. All exteriors shall be of a masonry type construction (brick or natural stone). Any deviation must be approved by the developer. Each residence constructed shall have at least a two (2) car attached garage, but no more than a three (3) car attached garage. Any detached garage must be no less than a two (2) car detached garage and no more than a three (3) car detached garage, matching the architectural design of the residence and approved by the developer. Asphalt shingles only for roofs.
- **Residential unit use.** All lots in the subdivision shall be used solely for conventionally-built residential purposes. No business building shall be erected on said lots and no business may be conducted on any part hereof. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence not to exceed two (2) stories in height and one two (2) or three (3) car detached garage as described in paragraph 5. No carports or outside clothes lines shall be erected on said lots.

- 7. Accessory and temporary buildings. No trailers, shacks, outhouses, detached storage sheds, or tool sheds of any kind shall be erected or situated on any lot in the subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building. However, the only exception is that each lot may contain one (1) conventionally constructed mini-barn only if approved by the developer.
- **8.** <u>Temporary structures.</u> No manufactured homes, shacks, tents, boats, basements with uncompleted upper stories, garages or other outbuildings may be used at any time as a residence, temporary or permanent.
- 9. <u>Nuisances.</u> No fowl, farm, domestic, or exotic animals shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the subdivision nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The breeding of any animal for commercial purposes is prohibited. All animals shall be restricted to the owner's property boundaries, unless the animal is on a leash accompanied by the lot owner.
- Vehicle parking. No camper, motor home, truck, trailer, boat, or recreational vehicle of any kind may be stored on any lot in the subdivision in open public view; provided, however, that this paragraph 10 shall not apply to pickup trucks. No vehicles shall be put upon blocks or jacks to accommodate vehicle repair on a lot except if such repairs are done in a garage. Disabled vehicles shall not be allowed to remain in open public view. All vehicles parked over a week at a residence must be parked in the driveway of such residence.
- 11. Signs. No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale and except developer may user larger signs during the sale and development of the subdivision and builders may, with approval of the developer, display bigger signs during the time they are constructing and selling a given residential unit.
- **12.** <u>Mailboxes.</u> All mailboxes and replacement boxes shall be uniform as required by the United States Postal Service.

- Appearance. No window air conditioners in residence. All lots shall be maintained and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage, or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on lot in open public view. All rubbish, garbage, or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon. No homeowner or occupant of a lot shall burn or bury out of doors any garbage or refuse.
- Storage tanks. No gas or oil storage tanks other than for residential heating shall be located on any lot.
- **15.** Water supply and sewage systems. No private or semi-private water supply and/or sewage disposal system, with the exception of septic systems approved by the Morgan County sanitarian, may be located upon any lot in the subdivision.
- 16. <u>Driveway.</u> Each driveway in the subdivision shall be paved and of a sufficient width to accommodate all vehicles owned or utilized by the owners or occupants of a residence that will be parked at the residence overnight provided that the minimum width of said driveway shall in no event be less than twelve (12) feet in width.
- 17. Fencing. All fencing used in the subdivision on residential lots must be chain link and shall not be higher than four (4) feet unless for security purposes around in-ground swimming pools. No fencing shall extend forward of the back line of the residence. Wooden privacy fences no higher than six (6) feet may be erected around patios and in-ground swimming pools only.
- **18. Swimming pools/hot tubs.** No above ground swimming pools or above ground hot tubs shall be permitted in the subdivision.
- Solar panels. No solar heat panels shall be permitted on any of the lots or structures in the subdivision.



- 20. <u>Violation.</u> Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the developer, or any person or entity having any right, title, or interest in the real estate (or any part thereof), or any person or entity having any right, title or interest in a lot in the subdivision, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the developer shall not be liable for damages of any kind to any person for falling to enforce or carry out such covenants or restrictions.
- 21. <u>Amendments.</u> These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven (67) percent of the lots or residence units in all subdivisions which are not or hereafter made subject to any annexed to the declaration; provided, however, that until all of the lots or residence units in such subdivisions have been sold by the developer, any such amendment of these covenants and restrictions shall require the prior written approval of the developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the Office of the Recorder of Morgan County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without the written consent thereto by such utility.
- **Term.** These plat covenants and restrictions (as the same may be amended from time to time), shall run with the land and shall be binding upon all persons or entities from time to time having any right, title, or interest in the real estate, or any part thereof, and on all persons or entities claiming under them, and thereafter they shall continue automatically unless terminated or modified by a vote of a majority of the then owners of the lots or residence units in the subdivision; provided, however, that no termination or modification of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.
- 23. <u>Severability.</u> Invalidation of any of the foregoing covenants and restrictions by judgment or court shall in no way affect any of the other covenants and restrictions of the plat, which shall remain in full force and effect.

In witness whereof, the undersigned developers, as the owners of the real estate, have hereunto caused their names to be subscribed to this 10^{th} day of August, 2006.

John Ir Cow	Thirty a Cole
John W. Cole, Developer	P.O.A. Shirley A. Cole, Developer
By Shirley A. Cole, P.O.A.	Inst. #200610209 "I AFFIRM, UNDER THE PENALITES
STATE OF INDIANA	FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS
COUNTY OF MORGAN	DOCUMENT INLESS REQUIRED BY LAW." Name: Multip (1) Color Printed: Shirley A. Calc.
appeared John W. Cole* and Shi	c, In and for said County and State, personally riey A. Cole, who acknowledged the execution of the hirley A. Cole as Power of Attorney.
Witness my hand and not	11/4h N L
MELINDA BROWN	Signature: Aglux Notary Public
	Printed:
My Commission expires:	
County of residence:	
This instrument was prepared by Road, Martinsville, Indiana 4615	John W. Cole and Shirley A. Cole, 7810 McWhorter
	1

Amendment No. Three 8/14/06

Cedar Run Addition Plat Covenants and Restrictions

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