

subject to all legal easements and rights of way.

This subdivision consists of 123 lots, numbered 1 thru 123, both inclusive, and Block A. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 5th day of April, 1978.


Allan H. Weihe, Reg. L.S.-Indiana #10398



We, the undersigned, Jack D. Clark and Lois J. Clark, husband and wife, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as CEDAR BEND, a subdivision in Boone County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

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

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

The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walks and drive-ways shall be erected in, on, over, under, or across any such easement; except that a drainage easement may also be used as a utility strip, and structures permitted in a utility strip may be erected therein provided that they do not interfere with the flow of water. Owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easement herein reserved.

The lots in this subdivision, and the use of lots herein, by present and future owners or occupants, shall be subject to the following covenants and restrictions, which shall run with the land.

All lots in this subdivision shall be designated and used ^(R) exclusively as residential lots for dwelling purposes and uses incidental thereto. No business, trade, profession, or other calling of any nature or description shall be carried on or conducted at any time in any building or on any lot in this subdivision.

Only one single-family dwelling, with the usual accessory buildings, shall be erected or maintained on any lot in this subdivision. Accessory buildings shall be attached to the dwelling or connected to it by a common roof or covered walk, except that the Architectural Control Committee may approve a detached tool house or other outbuilding, if properly and attractively constructed.

Such dwelling shall have a ground floor area (not including garages, terraces, walkways or open or screened porches) of at least twelve hundred (1200) square feet, if a one-story or split-level dwelling, or at least twelve hundred (1200) square feet, if a dwelling is more than one-story in height. No building shall exceed 35 feet in height.

On any lot in this subdivision, any building erected shall have a rear yard of not less than 25 feet in depth, and a side yard of not less than 10 feet.

Until such time as a sanitary sewer system is installed in this subdivision, a sanitary septic tank or disposal tank with adequate absorption bed shall be installed and properly maintained for each dwelling erected. The specifications for the design, construction, size and location of such septic or disposal tank and absorption bed must be submitted in advance to and approved in writing by the Architectural Control Committee, hereinafter referred to as well as all necessary public authorities.

All lots bordering the lake shall have the sewage disposal system in the front yards.

No trailer, tent, shack, basement, garage, accessory building, or temporary structure of any kind shall be used for temporary or permanent dwelling purposes on any of these lots; nor shall any accessory building be erected prior to the principal building and no boat, trailer or camper of any kind (including but not in limitation thereof, house trailer, camping trailer or boat trailer) shall be kept or parked upon said lot, except within a garage or other approved structure.

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No unlawful, obnoxious or offensive activity shall be carried on or permitted on any lot in this subdivision; nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

No lot in this subdivision shall be further subdivided.

No building shall be erected or moved upon any lot in this subdivision until building plans, plot plans, and specifications of such structure proposed have been approved in writing by the Architectural Control Committee.

The Architectural Control Committee is composed of Jack D. Clark, and Lois J. Clark. In the event of resignation or death of any member of the committee, the remaining shall have full authority to designate a successor. The members of this committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the owners of two-thirds of the lots in this subdivision shall have the power through a duly recorded instrument to change the membership of the committee, or to withdraw from the committee or to restore to it any of its powers and duties. In the event the committee or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed fully complied with.

In the event that storm drainage from any lot or lots flows across another lot, such drainage shall be permitted to continue without restriction or reduction, across the down stream lot and into the natural drainage channel, or course, even though no specific drainage easement for such flow of water is set forth on this plat.

No fence, wall, hedge or shrub planting, or any other object which obstructs sight lines at elevations between 2 and 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.

All driveways shall be hard surfaced with a material approved by the Architectural Control Committee.

All lots bordering the lake shall have an undivided portion of ownership in the lake, and shall be responsible for the maintenance of the lake and dam.

All lots in this subdivision shall be assessed for drainage maintenance purposes by Boone County.

All driveways shall be hard surfaced with a material approved by the Architectural Control Committee.

The foregoing covenants, (or restrictions), are to 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 of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

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

Witness our Hands and Seals this 5 day of April, 1978.

Jack D. Clark
Jack D. Clark

Lois J. Clark
Lois J. Clark

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me the undersigned Notary Public, in and for the County and State, personally appeared Jack D. Clark and Lois J. Clark, husband and wife, and each separately and severally acknowledge the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 5th day of April, 1978.

Carolyn Ann Casper
Notary Public

My Commission Expires 1-6-79.

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Carolyn Ann Cooper
Notary Public

My Commission Expires 1-6-79.

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND AN ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS, BOONE COUNTY, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE BOONE COUNTY PLAN COMMISSION AS FOLLOWS:

ADOPTED BY THE BOONE COUNTY PLAN COMMISSION AT A MEETING HELD April 5, 1978.

PLAN COMMISSION

Sharon Lee Bevington
President

Jimmy L. March
Secretary

RECORDED
MAY 3, 1978