

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

The undersigned, John W. Cole and Shirley A. Cole (Developers) of the real estate shown and described herein, do hereby certify that they have platted and subdivided the same into lots, to be known as Cedar Run, and do now establish the following covenants, declarations, restrictions, conditions and provisions...

- 1. 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.
2. UTILITY AND DRAINAGE EASEMENTS, SHADES AND EROSION CONTROL. There are areas of ground on the Plat marked 'Utility Easements' and 'Drainage Easements'...
3. BUILDING SET-BACK LINES. Building set-back lines shall be established on the Plat. No building or structure shall be erected or maintained between solid set-back lines and any lot line of said lot.
4. SIGHT OBSTRUCTIONS. 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...
5. RESIDENTIAL UNIT SIZE. No single story residence constructed on a lot in the Subdivision shall have less than 1,800 square feet of floor area, exclusive of garages and open porches and shall not exceed two stories in height.
6. RESIDENTIAL UNIT USE. All lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on said lots, and no business may be conducted on any part thereof.
7. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, sheds, 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...
8. TEMPORARY STRUCTURES. No trailer, shack, tent, boat, basement with uncompleted upper stories, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.
9. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that each lot shall be allowed three (3) total of other dogs, cats or other household pets to be kept on any lot, provided they are not kept, bred or maintained for any commercial purpose.
10. NUISANCES. 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.
11. 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...

- 12. SIGNS. No sign of any kind shall be placed on the public view on any lot, except that one sign, not more than six (6) square feet may be displayed on any time for the purpose of advertising the property for sale and except Developers may use larger signs during the sale and development of the Subdivision and builders may, with approval of the Developers, display bigger signs during the time they are constructing and selling a given residential unit.
13. MAILBOXES. All mailboxes and replacement boxes shall be uniform as required by the United States Postal Service.
14. GARBAGE AND REFUSE DISPOSAL. 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.
15. STORAGE TANKS. No gas or oil storage tanks other than for residential heating shall be located on any lot.
16. 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 Sanitation, may be located upon any lot in the subdivision.
17. DRIVEWAYS. 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.
18. FENCING. All fencing used in the Subdivision on residential lots must be wooden or chain link and shall not be higher than six (6) feet unless for security purposes around in-ground swimming pools. No fencing shall extend forward of the back line of the residence.
19. 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 Developers, or any person or entity having any right, title or interest in the Real Estate (or any part hereof), 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 Developers shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.
21. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven (67%) of the lots or Residence Units in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the lots or Residence Units in such Subdivisions have been sold by Developers, any such amendment of these covenants and restrictions shall require the prior written approval of Developers. 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 plot covenants and restrictions (as the same may be amended from time to time), shall run with the land and shall be binding upon 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 amended 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. SEVERABILITY. 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, has hereunto caused its name to be subscribed this 18th day of August 1997.

John W. Cole Shirley A. Cole
John W. Cole Shirley A. Cole

STATE OF INDIANA }
COUNTY OF HENDRICKS } SS:

Before me, a Notary Public, in and for the State of Indiana, personally appeared John W. Cole and Shirley A. Cole, who acknowledged the execution of the foregoing instrument.

Witness my hand and notary seal this 18th day of August 1997. Barbara J. Smith Notary Public

Resident of Hendricks My Commission expires 01/23/2000

This instrument was prepared by John W. Cole.

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11/11

AMENDED

PLAT COVENANTS AND RESTRICTIONS

DR. 396 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 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.

1. **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.
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, repair, 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.
3. **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.
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

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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.
6. **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 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 developer.

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8. **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.
9. **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. **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 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 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 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.
15. **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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approved by the Morgan County sanitarian, may be located upon any lot in the subdivision.

- 16. Driveway. 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.
- 19. 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 such covenants or restrictions.
- 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 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 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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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 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 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. Severability. 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 4th day of September, 1998.

John W. Cole
John W. Cole, Developer

Shirley A. Cole
Shirley A. Cole

STATE OF INDIANA)
COUNTY OF Morgan)

Before me, a Notary Public, in and for said County and State, personally appeared John W. Cole and Shirley A. Cole, who acknowledged the execution of the foregoing Land Contract.

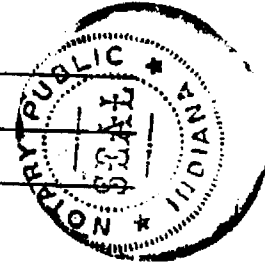
Witness my hand and notary seal this 4th day of September, 1998.

Signature: M. Fred Collier
Notary Public

Printed: M. Fred Collier

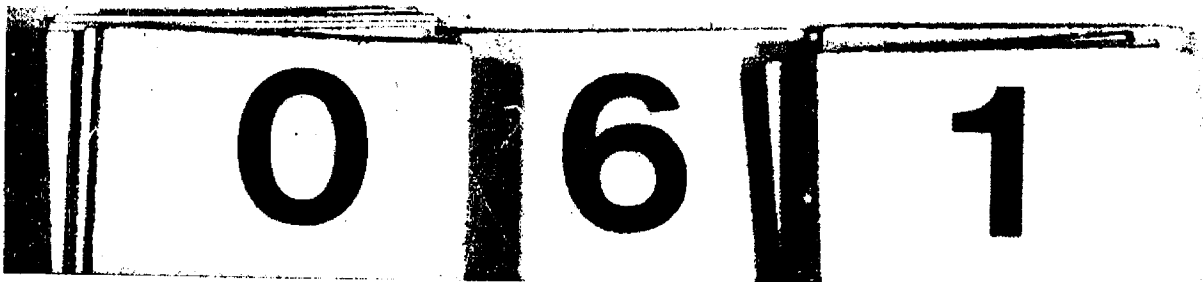
My Commission expires: 9-21-2001

County of residence: Hendricks



This instrument was prepared by John W. Cole, 7810 McWhorter Road, Martinsville, Indiana 46151.

RECEIVED FOR RECORD
Sept. 8 1998
11:22 A.M.
Dickie Kivett
MORGAN COUNTY RECORDER



23.
22061
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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 OR-396-337
Cedar Run Sec. 11 OR-417-181*

1. **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.

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, repair, 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 BRUMMETT
 PJD Date 08/11/2006 Time 13:20:54
 RECORDING: 25.00
 I 200610210
 Page 1 of 6

3. **Building set back lines.** 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.
6. **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

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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. **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.
9. **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. **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 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 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.

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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. **Driveway.** 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.
19. **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 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. **Severability.** 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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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.

1. **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.

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, repair, 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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3. **Building set back lines.** 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.
6. **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. **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.
9. **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. **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 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 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. **Driveway.** 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.
19. **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 such covenants or restrictions.
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. **Severability.** 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.

