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Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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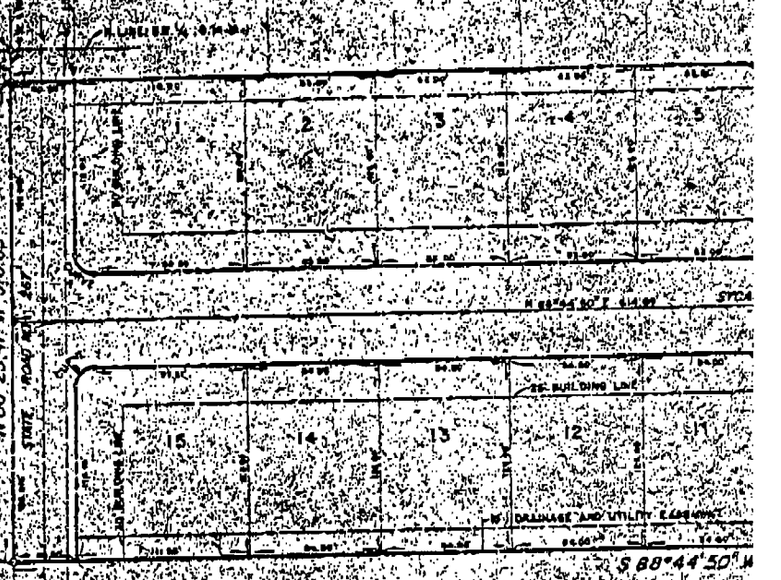


5303

ENTERED FOR RECORD
BOOK 10-43
111 PAGE 40
JAN 31 1985
Bonnie L. Mapheus
RECORDER HENDRICKS COUNTY

The undersigned Cloverleaf Properties, an Indiana General Partnership, by Roy L. Frock and Theodore E. Bruess, General Partners, being the owners of the real estate shown and described herein, do hereby certify that it has been 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 RUN, an addition to the Town of Brownsburg, Indiana, and shall consist of lots designated upon the plat as Lots numbered 1 through 15, inclusive.

1. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.
2. Clear title to the land contained in this plat is guaranteed.
3. No dwelling shall be permitted on any lot, unless the ground floor area of the main structure, exclusive of open porches, breezeways, terraces, garages, exterior and interior stairways, is equal to or in excess of 800 square feet for a single family Bi-level or Tri-level, 850 square feet for a single family Two-story or 550 square feet per family for a Two-family dwelling.
4. No building or structure erected or maintained shall be on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on this plat. For dwellings located on interior lots, there shall be a side yard on each side of the main building of not less than (8) feet with the sum of the side yards equaling not less than 20% of the lot width. The rear yard shall equal not less than 15% of the lot depth with a minimum depth of (30) feet.
5. There are strips of ground as shown on this plat and marked "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.
6. No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family or two-family dwelling not to exceed 2½ stories or 35 feet in height, and an attached private garage for not more than two cars.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No motorized vehicle which is not in normal use for transportation purposes, shall be permitted to remain on any lot. Trailers, boats, and similar equipment shall not be kept or stored on the front or side yards.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. No fence, wall, hedge or shrub planting 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 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 sightline limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
10. No sign of any kind shall be permitted to the public view on any lot except a temporary bulletin board or sign, not exceeding six (6) square feet in area appertaining to the lease, hire or sale of a building or premises, which board or sign shall be removed as soon as the premises are leased, hired, or sold.
11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No individual water supply system shall be permitted on any lot.
14. The foregoing covenants, (or restrictions), are to run with the land and shall be binding on all parties and all persons claiming under them until October 15, 2009, 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 building sites covered by these covenants, or restrictions, in whole or in part.

15. The right to enforce these pro
removal, by due process of la
violation thereof, is hereby
the several lots in this subdi
16. Invalidation of any one of the
order shall in no way affect
in full force and effect.

Witness our Hands and Seals th

STATE OF INDIANA)
) SS
COUNTY OF MARION)

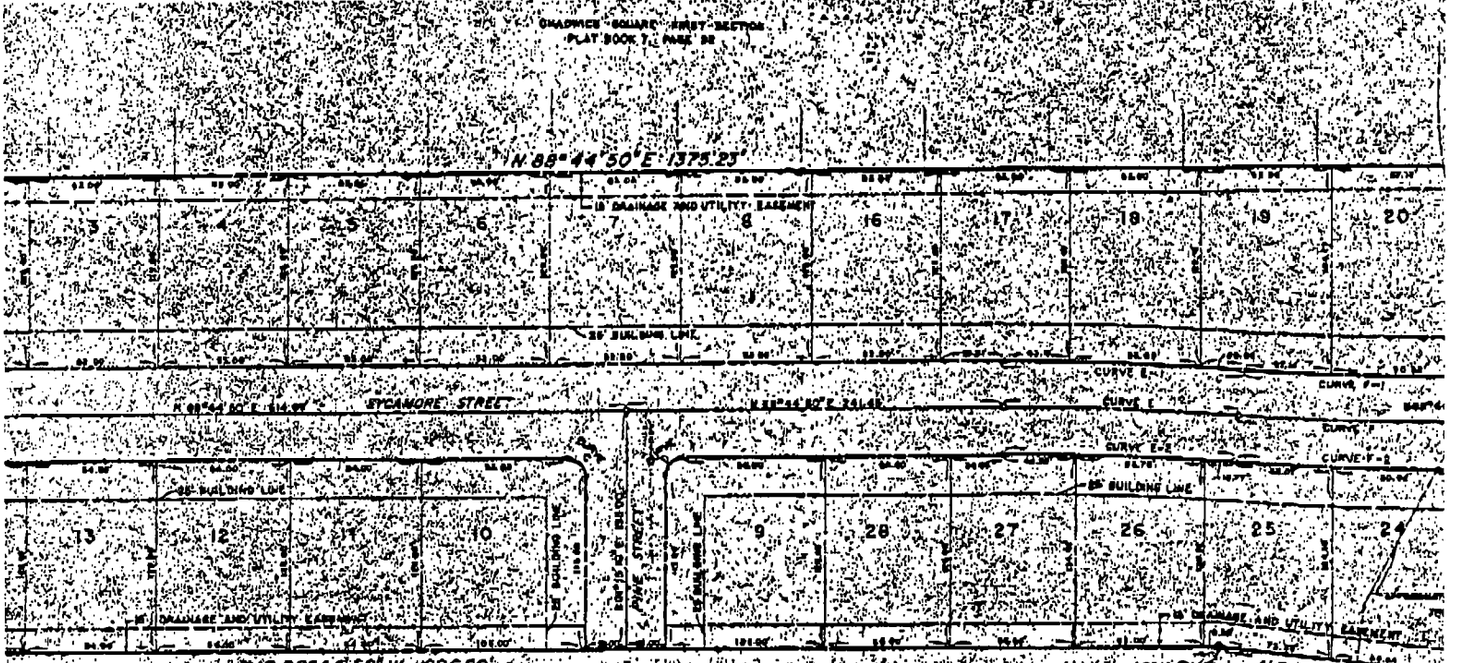
Before me, the undersigned No
appeared Roy L. Frock and Theodor
and each separately and severally
as his voluntary act and deed, fo

Witness my Hand and Notarial Seal

My Commission expires: 5/
County of Residence: Mario

1. UNDER AUTHORITY PROVIDED BY C
GENERAL ASSEMBLY OF THE STATE
AND ORDINANCE ADOPTED BY THE
INDIANA, THIS PLAT WAS GIVEN

Approved by Town Plan Commis



CURVE	A	B	C	D	E	E-1	E-2	F	F-1	F-2	G	H
A	90°31'23"	89°06'37"	90°00'00"	90°00'00"	90°34'55"	89°25'05"	89°34'55"	89°34'55"	89°34'55"	89°34'55"	90°00'00"	90°00'00"
R	15.00'	12.00'	12.00'	12.00'	1874.28'	1804.53'	1844.28'	1874.28'	1844.28'	1904.28'	12.00'	12.00'
T	12.48'	11.82'	12.00'	12.00'	78.00'	76.50'	73.60'	78.00'	73.60'	76.50	12.00'	12.00'
L	19.03'	18.87'	18.84	18.84'	149.54'	152.32'	147.52'	149.52'	147.52'	152.32'	18.85'	18.85'
C	17.10'	16.94'	16.97'	16.97'	149.86'	151.26'	147.44'	149.86'	147.44'	152.28'	16.97'	16.97'

13. The right to enforce these provisions by injunctions, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation thereof, 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.

16. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no way effect any of the other covenants or restrictions, which shall remain in full force and effect.

Witness our Hands and Seals this 22ND day of OCTOBER, 1984.

BY: Roy L. Frock

Roy L. Frock, General Partner

BY: Theodore E. Brumas

Theodore E. Brumas, General Partner

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Roy L. Frock and Theodore E. Brumas, General Partners, of Cloverleaf Properties, and each separately and severally acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed.

Witness my Hand and Notarial Seal this 22nd day of October, 1984.

NOTARY PUBLIC William T. Rees
WILLIAM T. REES

My Commission expires: 5/18/86
County of Residence: MARION

NOTARY PUBLIC SEAL INDIANA

A part of the Southwest Quarter of Sec
Principal Meridian in Lincoln Township
described as follows, to-wit:

Commencing at the Northwest Corner of
(assumed bearing) along the West line
BEGINNING said Point of Beginning als
First Section, an addition to the Town
page 98 in the office of the Recorder
East along the South line of said addi
feet; thence South 89°36'52" West 215.
thence South 88°44'50" West 996.00 fee
North 00°23'47" West along said West l
9.94 Acres, more or less.

I, James D. Mullins, hereby certify that
compliance with the laws of the State o
a survey completed by me in October, 19
exist or will be installed in their pos
and geodetic data is correct.

Witness by Hand and Seal this 22ND

JAMES DUANE MULLINS REGISTERED No. 10153 STATE OF INDIANA LAND SURVEYOR

1. 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 ORDINANCE ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF BROWNSBURG, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF BROWNSBURG AS FOLLOWS:

Approved by Town Plan Commission at a meeting held 10-22-84

W. Raymond Cooper
President

Secretary

PLAT OF
CED
AN ADDITI

Duly Entered For Taxation This 31st
day of January 1985
Mary Jane Weathers
AUDITOR HENDRICKS COUNTY