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Subdivision Covenants and Restrictions

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CEDAR BEND SUBDIVISION

RESTRICTIVE COVENANTS

Edwin D. Andrew and Patricia L. Andrew, Husband and Wife, do, by this indenture, and by these restrictive covenants and requirements entered for record in Miscellaneous Record pages, in the Recorder's Office of Hendricks County, Indiana, restrict and covenants the lots and other areas within the boundary of Cedar Bend Subdivision (the legal description of which is attached hereto), to itself and its grantees, assigns, successors, legal representatives and to any person, persons, corporations, banks and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions and covenants which shall apply in their entirety to all of said subdivision:

1. DEFINITIONS. "Developer" shall mean Edwin D. Andrew, Patricia L. Andrew, or their successors or assigns. "Owner" shall mean the person or collection of persons, corporation, partnership, trust or other entity who has or have acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

"Committee" shall mean the Architectural and Environmental Control Committee composed of Edwin D. Andrew, Patricia L. Andrew and Paul T. Hardin, or their duly authorized representatives, all of whom shall serve without compensation for services performed as Committee members. Upon the death or resignation of any member of said Committee, the remaining member or members shall have full authority to perform the duties of the Committee or to designate a representative with like authority who must be an owner.

2. LAND USE. Lot use will conform with the regulations of the Hendricks County Area Plan Commission unless these covenants are more restrictive, in which case these covenants will control. All lots are restricted to residential use. See Section numbered 21 below. The subdivision of a lot is prohibited unless said division creates two (2) building sites on three (3) adjoining lots, which building sites
comply with the Hendricks County zoning and subdivision regulations and with these covenants. Where a lot is subdivided, or where an owner acquires adjoining lots for the purpose of building one (1) residence across the common lot line, the side lot line set back restrictions specified hereinabove and in Section numbered 5 below shall not apply to said common lot line. Construction of buildings across drainage easements and utility easements that coincide with lot lines is prohibited.

3. RESIDENCE SIZE. No residence shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family residence three (3) stories or less in height. Every residence shall have an attached garage that is large enough to shelter two (2) or more automotive vehicles. The ground floor area of the main structure of any one (1) story residence, excluding garages and porches, shall be not less than 2,200 square feet. The ground floor area of the main structure of any multiple story residence, excluding garages and porches, shall be not less than 1,200 square feet, with no less than a total of 2,400 square feet of finished floor space in such multiple story structure. A residence with a “bonus room” or “loft” on a second story level will be treated as a multiple story residence and shall meet all of the above requirements for multiple story residences. However, in calculating the square feet of such a “bonus room” and/or “loft” on a different level, no more than ten percent (10%) of the main level square footage shall be allowed for that “bonus room” and/or “loft” area. Lot owners and/or their plot plan preparers shall indemnify and hold harmless the Developer, his employees, agents, engineers and surveyors from any liability due to loss, damages, injuries or other casualties of whatever kind resulting from the location, design or method of construction of basements and walk-in entrances thereto that violate county, state and/or federal laws or regulations or disregard potential flooding elevations or flooding locations noted on the development plans filed in the office of the Hendricks County Area Plan Commission.

4. ACCESSORY BUILDINGS. A utility building, barn or other accessory building will not be allowed on any lot except one (1) gazebo-type structure and/or one (1) in-ground pool accessory building/bath house. Said accessory building/bath house must be erected as a part of and in conjunction with a fence surrounding an in-ground pool as provided for in Section numbered 25 below. Before commencement of its construction, any building permitted by this Section numbered 4 must be approved as to location and design by the Committee, as described in Section numbered 7 below.

5. BUILDING SETBACK DISTANCES. Between the front lot lines and the building lines shown on this plat, no buildings shall be erected, placed, altered or be permitted to remain. Further, no building shall be erected nearer to any side line of a lot than is permitted under current or future provisions of the Hendricks County R-1 zoning classifications. The minimum rear yard setback distance is fifteen (15) feet. Setback dimensions are measured perpendicular to lot lines. Architectural appurtenances projecting not more than twenty-four (24) inches, stairways
projecting not more than four (4) feet, unenclosed and unroofed porch slabs on the
front sides of buildings, steps and walks are exempt from these setback
requirements.

6. OCCUPANCY OF STRUCTURES. No residence shall be occupied or used
for residential purposes or human habitation until it has been fully completed upon
the outside and substantially completed on the inside and a Certificate of
Occupancy has been issued therefor by Hendricks County. The use of any other
structure or mobile home as a residence, either temporarily or permanently, is
prohibited.

7. ARCHITECTURAL DESIGN. No building, wall, fence or other structure
shall be constructed, erected, placed or altered in this subdivision until the location
plan, building plans and specifications have been first submitted to, and approved
by, the Committee as to harmony with the exterior design, quality and aesthetic
appearance of structures already built and as to conformity with grading plans,
exterior architectural elevations, destruction of trees and other vegetation and any
other such matter as may affect the environment or ecology of the subdivision. The
Committee’s approval or disapproval as required in these covenants shall be in
writing. If the Committee, or its appointed representative, fails to approve or
disapprove any plans and specifications within fifteen (15) days after such plans and
specifications are submitted to it or, in any event, if not suit to enjoin the
construction has commenced before the completion thereof, approval will not be
required and the related covenants shall be deemed to have been fully complied
with.

8. IMPROVEMENT LOCATION PERMIT. In addition to the approval
required in Section number 7 above, Hendricks County must issue an Improvement
Location Permit before any structure, improvement or land use may be altered,
changed, placed, erected or located in this subdivision. The Hendricks County Area
Plan Commission has approved a soil and water conservation plan (erosion control
plan) and a development plan showing house locations, first floor elevations and an
“emergency floor route” with slopes for positive surface drainage therefrom. Prior
to the closing of the sale of a lot from the Developer to an owner, that owner shall
inspect his lot to insure that the Developer’s drainage facilities will remove all free
standing water from the surface of the lot. He shall report at once to the Developer
any deficiencies found. The owner shall develop his lot in a way that assures that
finished slopes, grades and erosion control measures comply with said soil, water
and development plans after completion of all improvements and landscaping. See
Section numbered 23 below. Said plans may be inspected in the office of said
Commission during regular office hours. Deviations from those plans require prior
Commission approval and may necessitate a site re-evaluation and redesign by a
Registered Professional Engineer or Registered Land Surveyor at the time of
improvement location permit and certificate of occupancy application, which
engineer or surveyor shall certify positive surface drainage and that wastewater will
gravity flow from the first floor of the residence to a sanitary sewer. In the improvement of any lot, the owner thereof will be accountable to the Developer and the Hendricks County Drainage Board for damages caused by him or his contractors to drainage facilities built by the Developer. In the event of such damages, the owner will be given notice by certified or registered mail to repair said damages, after which time, if no action is taken by the owner, the Committee may use the procedure described in Section numbered 37 below.

The Table of Elevations appearing on said development plan shows, for each lot, recommended first floor elevations for houses if constructed at the locations shown on said development plan. The entrance of ground water and surface water into basements shall be prevented by special designs and construction. See also Section numbered 27 below.

9. WATER SUPPLY SYSTEMS. The central water supply system of the Indianapolis Water Company, in lieu of individual water wells, shall be used in this subdivision. The Hendricks County Area Plan Commission is hereby granted the right of enforcement of this covenant.

10. FENCES require Committee approval before erection as provided in Section numbered 7 above. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air or view, or will otherwise hinder or damage the aesthetics of the subdivision. Fences erected in the front yards of residences shall be open wood fences of a decorative type not exceeding four (4) feet in height. Galvanized and vinyl-coated chain link type fencing is prohibited. Swimming pools shall be properly fenced to protect the safety of others as required by Section numbered 25 below. Such fences shall not be required if a properly installed automated pool cover is maintained in place that will withstand and support a weight of four hundred (400) pounds or more and satisfies the requirements of all governmental authorities and is kept closed at all times when the pool is not in use or otherwise attended. Fences in easements are prohibited.

11. CONSTRUCTION TIME. Unless delayed by court injunction, war or an act of God, any residence, fence, water line, sewer, ditch or any structure of any lot, once approved and under construction, must be completed one (1) year from the date construction starts, after which time the Committee may, without notice, enter, take possession of said lot and sell the same, together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of the lot at the time of sale.

12. STORAGE TANKS. Oil, gasoline and other storage tanks shall comply with the laws, rules and regulations of the Indiana State Fire Marshall, the Environmental Protection Agency and all other relevant governmental bodies. No portion of a storage tank shall be placed above ground level.
13. SIGNS. The only signs that lot owners may erect in this subdivision are those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more often than two (2) days twice a year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping. No sign shall exceed sixteen (16) square feet in size.

14. HUNTING AND TRAPPING are prohibited in this subdivision.

15. SIGHT DISTANCES. At driveways, no one may place, construct, plant, maintain, allow or suffer any improvements, landscaping or other obstructions to vision (excepting mailboxes) between two (2) and eight (8) feet above the finished grade with the purpose that at least one hundred fifty (150) feet of sight distance will be provided in both directions along streets from points in the driveways twenty-five (25) feet from the street curb. Where the Committee determines that this rule for a driveway is impracticable or unreasonable, it may allow an alternative that offers the least hazard and interference with traffic.

16. ANIMALS. No more than two (2) household pets, such as cats and dogs, are allowed to be kept or maintained on any lot. No animal shall be kept, bred or maintained for commercial purposes. Household pets shall be kept quiet so as not to disturb the peace and tranquility of the neighborhood. No such animal shall be allowed to run at large. Should an animal be walked by leash, any debris or animal waste resulting therefrom shall be cleaned up, removed and disposed of immediately by the owner of said animal.

17. VEHICLE PARKING. No trucks larger than pickup trucks, tractors, disabled vehicles, unused vehicles, campers, motor homes, trailers, recreational vehicles, boats, motorcycles or similar vehicles shall be parked or repaired on any road, street, private driveway or lot in this subdivision unless it is screened in such a way that it is not visible to the occupants of the other lots in the subdivision. No vehicle of any kind shall be parked on any street or road in this subdivision, excepting for a reasonable length of time. The Committee shall determine what constitutes adequate screening and reasonable length of time.

18. LANDSCAPING. The lot owner shall modify his lot for human use and enjoyment by grading and decorative planting within sixty (60) days following completion of a house thereon, weather permitting.

19. MAINTENANCE OF LOTS AND IMPROVEMENTS. Each lot owner shall maintain his lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision and by keeping the exterior of all improvements in a good state of repair. Garbage, trash and other wastes shall be kept in odorless and
sanitary containers which shall be emptied weekly by a refuse collection service. At least twice during each of the months of April through September, lot owners or their designated representatives shall mow their lots, whether or not improved.

20. NUISANCES. No one shall carry out, or allow to be carried out, any noxious or offensive activity on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the neighborhood.

21. BUSINESSES. No mercantile building shall exist, nor shall any manufacturing, wholesaling, retailing business, church or school operate in this subdivision. Day-care and preschool facilities for no more than six (6) children twelve (12) years of age or younger are permitted. Home occupancy businesses engaged in by permanent resident lot owners are allowed so long as the activities conform with all laws, county ordinances and other governmental regulations and have no employees, independent contractors, signage, generate no additional vehicular traffic and require no parking spaces beyond those needed by lot owners and their immediate families.

22. DEDICATED EASEMENTS. Each owner of a lot in this subdivision will take his title subject to the rights of utility companies, the Developer, Hendricks County, the Committee and the other lots owners in certain strips or areas of ground designated "utility easement", "drainage easement," and "landscape easement" that are reserved hereinafter. No permanent or other structures may occupy said easements, excepting the uses (including the slopes of street cuts and fills) for which the easements are reserved hereinafter. No facility shall occupy any easement in a position that will obstruct a property line or corner.

23. LOT GRADING. Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in this subdivision. See Sections numbered 8 and 18 above.

24. DRIVEWAYS AND ACCESS RIGHTS. Residential driveways shall be constructed or portland cement concrete, asphalt or other hard-surface materials; however, driveways between the backs or curbs and street right-of-way boundaries, as well as sidewalks, shall be constructed only of portland cement concrete. Pavement shall be a minimum of four (4) inches thick, excluding sub-base materials. Also, for the purpose of establishing a portion of County Road 625 East as a limited access facility, all rights and easements of direct ingress and egress to, from and across said county road to and from Lots 36, 37, 38, 39, 40, 41, 42 and 43 are hereby permanently extinguished. However, the owners of said lots shall have access rights to said county road via Cedar Bend Court and Cedar Bend Way. This access control covenant shall run with the land and shall be binding on all successors in title to said lots.
25. SWIMMING POOLS. No swimming pools, where the water level is either partially or completely above ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced or covered to protect the safety of others. Before installation, such fence or cover shall receive Committee approval as required by Section numbered 10 above.

26. CRAWL SPACE, BASEMENT AND FOUNDATION DRAINS. No crawl spaces, basements, eaves troughs, gutters, downspouts or foundation perimeter drains shall be constructed to discharge water onto a street. Crawl space drains, foundation drains and basement drains intercepting and carrying only excess ground water may connect to subsurface drains already in place for that purpose. Should any such subsurface drain become blocked, partially blocked or damaged, with resulting damage to another lot owner and/or to the drainage system of any street, the owner causingsaid blocking and/or damage shall be liable for all damages to the injured party or parties, the Developer or Hendricks County and shall hold all contractors, engineers, developers, other lot owners and said county harmless from liability therefrom. Extreme caution is mandatory when installing foundation drains and/or sump pumps at basements located on lots and/or in areas where a one hundred (100) year emergency floor route is shown on the development plans is present, even though said drains and/or sump pumps may be outside any special flood areas determined by the Indiana Department of Natural Resources.

27. BASEMENTS. Where a basement is constructed on any lot in this subdivision a pump ejector system for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

28. PROSCRIBED AND OTHER IMPROVEMENTS. No improvements of any kind shall be permitted in a dedicated street right-of-way, excepting erosion control, driveway entrances, sidewalks, landscaping and mailboxes. No free-standing antennas or roof-top antennas shall be allowed in this subdivision. Satellite dishes or receivers shall be allowed only behind residences, and then only if approved beforehand in each instance by the Committee as to location and design.

29. SANITARY SEWER CONNECTION. Private sewage disposal systems are prohibited in this subdivision. Every lateral connecting a residence and a public or semipublic sanitary sewer shall contain a check valve to prevent backflow. The installation and perpetual maintenance of such laterals and check valves is the responsibility of the lot owners.

30. UTILITIES CONNECTION INSPECTION. All materials and workmanship in the installation of connections between residences and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors who shall have the right to require correction of any defects discovered.
31. SIDEWALKS. Each initial lot taking his title from the Developer, by acceptance of a deed for his lot, even if not expressed in said deed, is deemed to covenant and agree to built (at the time of construction of the residence) and maintain in good condition a concrete sidewalk at the sides of all streets upon which his lot abuts. Sidewalks shall be constructed within two (2) years of the date of said deed if no residence is erected on the lot, or prior to the conveyance of title to another party, whichever first occurs. Said walks shall conform with the lines and grades established by the Committee. Each said owner shall be responsible for grading and finishing yard slopes, erosion control and decorative landscaping as required by the Committee for sidewalk construction. Said walks shall conform with the development plans for the subdivision on file in the office of the Hendricks County Area Plan Commission and shall be placed on a four (4) inch aggregate subbase.

32. STAKING. Cedar Bend Subdivision will set lot corner stakes one (1) time. Wherever possible to be driven, corner stakes will consist of three-fourths (3/4) inch metal pipes about thirty (30) inches long set so as to leave about one (1) or more inches of pipe protruding above ground, unless a different type of monument appears on the recorded plat. Laths, with or without flagging, driven beside metal pipe stakes, do not constitute corner stakes, but serve only to signalize and identify corner stakes. Said corner stakes will not only furnish a means for determining lot boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot owners shall have charge and care of stakes marking their respective lots and shall be responsible for their preservation. Since restoration will be at the lot owner's expense, said owners should become familiar with stake locations and do all things necessary to maintain and protect them. Lot owners may hire said corporation to replace stakes damaged or destroyed from any cause or may engage any registered land surveyor to perform that work.

Accidental displacement of stakes and laths during the construction of public and private improvements and intentional displacement due to vandalism may cause conflicts between plat locations and staked locations of lot corners and lines. Neither Cedar Bend Subdivision, nor its engineers or surveyors, express or imply any warranty with regard to the correctness of disturbed stakes. Therefore, lot owners and their independent contractors, including their engineers and surveyors, together with utility companies who may install facilities according to stakes in place, shall recognize and act not only by the actual notice of the ground to which they are exposed, but also by the constructive notice afforded by the recorded plat of the subdivision. Before starting any excavation, building or other improvement, they shall be responsible for comparing all linear and angular measurements between corner stakes found at the site with such dimension exhibited on said recorded plat. They shall correct at once any discrepancies discovered in the stakes.

33. MUD CONTROL. Prior to, during or after construction of any improvements on any lot, the owner of said lot, or his agents, shall construct a
driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the public streets or any area of Cedar Bend Subdivision, said owner or his agent shall line the lot side of any curb adjoining that lot with bales of straw, appropriate fencing or erect any other barrier to block vehicles leaving the lot excepting at the driveway or other appropriately surfaced area. Should mud or other debris be distributed on any public street or other area of Cedar Bend Subdivision, as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement. The Committee may enforce this provision by any mechanism or procedure described in Section numbered 37 below. The owner further holds Cedar Bend Subdivision, its agents, engineers, contractors and Hendricks County, Indiana, harmless from any liability that might result from violation of or failure to conform with this or any other section of these restrictive covenants.

34. MAILBOXES. Cedar Bend Subdivision will furnish specifications for a mailbox with post assembly. The owner or his contractor shall purchase and install said mailbox at the owner’s expense. No other type of mailbox or mailbox post shall be erected or be permitted to remain at any lot unless approved beforehand by the Committee.

35. INLET AND CATCH BASIN CASTINGS, CLEANING OF. To facilitate storm water removal from streets and other areas, the Hendricks County Highway Department may keep castings of inlets and catch basins free of silt, debris and the accumulation of any other foreign matter. However, if any such casting ponds water because said county has not cleaned it, it shall be the duty of the owner or owners whose lots contribute storm water to said inlet or catch basin, to clean said casting and property dispose of any obstructing debris. Lot owners failing to clean said castings shall be solely liable for damages that may result.

36. FOUNDATIONS AND SLABS ON GRADE. All building foundations and floor slabs shall be placed on suitable soil. At the time of slab placement and excavation for the foundations, careful observation of the subgrade shall be made by a qualified professional. Any soils containing deleterious materials shall either be removed and replaced with engineered fill or the foundations shall be lowered to competent soil.

37. ENFORCEMENT. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated
thereon or to keep sight distances clear or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make said lot and/or any improvements situated thereon, conform to the requirements of these restrictions. The Committee shall collect its cost thereof in any reasonable manner from the owner. Neither the Committee nor any of its agent, engineers, employees or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any amount so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage previously recorded until paid in full and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Committee, such charge has remained due and payable for an unreasonably long period of time, the Committee may institute such proceedings, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney’s fees and court costs, incurred by the Committee in collecting the same. Every owner of a lot in this subdivision and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Committee all assessments that shall be made pursuant to this paragraph. Any right, duty or power designated herein to the Committee shall likewise be extended to any lot owner damaged as a result of a violation of any covenant herein.

38. TERM. These covenants will run with the land and shall be binding on all parties and all persons claiming under them until May 1, 2023, after which they shall be automatically extended for successive ten (10) year periods, unless, at any time, an instrument signed by at least three-fourths (3/4) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

39. SEVERABILITY. Invalidation of any one (1) of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

The undersigned persons, executing this instrument on behalf of Cedar Bend Subdivision, represent and certify that they are representatives of said subdivision and are authorized to execute and deliver this dedication.
IN WITNESS WHEREOF, the said Edwin D. Andrew and Patricia L. Andrew, as owners and proprietors of the above described real estate have set their hands and seals, this ___________ day of April, 2003.

Edwin D. Andrew
EDWIN D. ANDREW

Patricia L. Andrew
PATRICIA L. ANDREW

STATE OF INDIANA

) SS:
HENDRICKS COUNTY

Before me, the undersigned Notary Public within and for said County and State, personally appeared Edwin D. Andrew and Patricia L. Andrew, as owners and proprietors of said Cedar Bend Sub-division, and acknowledged the execution of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein stated.

Signed this ___________ day of April, 2003.

Sandra K. Hardin
Sandra K. Hardin, Notary Public
Residing in Hendricks County, Indiana

My Commission Expires:
September 13, 2009.
LEGAL DESCRIPTION

A part of the West Half of Section 22, Township 15 North, Range 1 East, Hendricks County, Indiana, described as follows: Beginning at a stone set on the south line of the Northwest quarter of said Section by Job Hadley in 1867, which stone is South 89 degrees 22 minutes 44 seconds West 323.11 feet from a stone at the center of said section; thence South 00 degrees 27 minutes 21 seconds East 346.42 feet along the West line of that certain 4.81 acre parcel of land described in Miscellaneous Record 106, page 153 in the Office of the Recorder of said County, to the North line of said certain 5-acre parcel of land described as an exception in Deed Record 165, page 559 in said Recorder's Office; thence South 89 degrees 15 minutes 51 seconds West along said North line 446.51 feet to a point North 89 degrees 15 minutes 01 seconds East 34.20 feet from an iron pin found at the northwest corner of said 5-acre parcel; thence North 07 degrees 24 minutes 05 seconds East 351.15 feet to a point that is South 89 degrees 22 minutes 44 seconds West 351.62 feet, measured along the North line of the Southeast Quarter of said Section, from a stone at the center of said section; thence continuing North 07 degrees 24 minutes 05 seconds East 11.14 feet to a pipe; thence South 87 degrees 36 minutes 29 seconds West 200.44 feet; thence North 83 degrees 06 minutes 37 seconds West 493.96 feet; thence North 01 degree 23 minutes 53 seconds West 620.01 feet; thence North 59 degrees 26 minutes 25 seconds East 458.26 feet; thence South 56 degrees 52 minutes 07 seconds East 1,068.03 feet; thence South 15 degrees 09 minutes 30 seconds East 804.13 feet to the Point of Beginning, containing 35.27 acres, more or less, subject to all legal highways, rights-of-way, and easements.

EXCEPT:

A part of the West Half of Section 22, Township 15 North, Range 1 East, Hendricks County, Indiana, described as follows:

Commencing at a stone set on the south line of the Northwest quarter of said Section by Job Hadley in 1867, which stone is South 89 degrees 22 minutes 44 seconds West 323.11 feet from a stone at the center of said section; thence South 00 degrees 27 minutes 21 seconds East 346.42 feet along the West line of that certain 4.81 acre parcel of land described in Miscellaneous Record 106, page 153 in the Office of the Recorder of said County, to the North line of said certain 5-acre parcel of land described as an exception in Deed Record 165, page 559 in said Recorder's Office; thence South 89 degrees 15 minutes 51 seconds West along said North line 446.51 feet to the POINT OF BEGINNING, of this exception; thence continuing South 09 degrees 15 minutes 01 seconds West 200.44 feet to a pipe; thence South 89 degrees 15 minutes 01 seconds East 34.20 feet from an iron pin found at the northwest corner of said 5-acre parcel; thence North 07 degrees 24 minutes 05 seconds East 351.15 feet to a point that is South 89 degrees 22 minutes 44 seconds West 351.62 feet, measured along the North line of the Southeast Quarter of said Section, from a stone at the center of said section; thence continuing North 07 degrees 24 minutes 05 seconds East 11.14 feet to a pipe; thence South 87 degrees 36 minutes 29 seconds West 200.44 feet; thence North 83 degrees 06 minutes 37 seconds West 493.96 feet; thence North 01 degree 23 minutes 53 seconds West 620.01 feet; thence North 59 degrees 26 minutes 25 seconds East 458.26 feet; thence South 56 degrees 52 minutes 07 seconds East 1,068.03 feet; thence South 15 degrees 09 minutes 30 seconds East 804.13 feet to the Point of Beginning, containing 1.48 acres, more or less, subject to all legal rights-of-way, easements, and restrictions of record. Total acreage, less exceptions is 33.81 acres.

This subdivision consists of 82 lots numbered 1 thru 82 inclusive. The locations and dimensions of the lots, streets, and easements are as shown on this plat. The size of lots and width of streets as shown on this plat are in feet and decimal parts thereof.

I further certify that all monuments shown actually exist or will be installed in their present as correctly shown and that all dimensions and geodetic information are correct.

This subdivision contains 0 linear feet of open ditches 3397 feet of tile drains.

Witness my hand and seal, this 25th day of December, 2003.

[Signature]

ROY A. TERRY
R.L.S. No. 3R30000028
State of Indiana

[Stamp: State of Indiana]

[Stamp: Land Surveyor]

[Stamp: Registered No. LS20300028]
CEDAR BEND SUBDIVISION HOMEOWNERS ASSOCIATION COVENANTS AND RESTRICTIONS

EDWIN D. ANDREW and PATRICIA L. ANDREW, Husband and Wife, as Owners and Developers of Cedar Bend, a subdivision located within the real estate more particularly described on the attached Exhibit A and recorded on January 15, 2004, in Plat Cabinet 1, Slide 58, pages 2A, 2B and 2C in the office of the Recorder of Hendricks County, Indiana, do hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision unto themselves, their grantees, assigns, successors, legal representatives and to any person, persons, corporations, banks and associations and/or anyone who may acquire title to any of said lots as to the following terms, stipulations, conditions, restrictions and covenants which shall apply in their entirety to all of said subdivision:

1. Definitions.

A. “OWNER” shall mean the person or collection of persons who has acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

B. “ASSOCIATION” shall mean the Cedar Bend Property Owners Association, Inc., as created by the Developer.

C. “DEVELOPER” shall mean Edwin D. Andrew and Patricia L. Andrew, Husband and Wife.

D. “PLAT” or “PLATS” shall mean the subdivision plat or plats for Cedar Bend Subdivision, Washington Township, Hendricks County, Indiana, as recorded on January 15, 2004, in Plat Cabinet 1, Slide 58, pages 2A, 2B and 2C in the office of the Recorder of Hendricks County, Indiana.

E. “DEVELOPMENT” shall mean and refer to the residential development known as Cedar Bend, which now exists within the real estate described on the attached Exhibit A and being the same as subdivided by plat recorded as referred to in Definition D, above.

F. “EASEMENTS” shall mean and refer to certain “Drainage Easements,” “Utility Easements,” “Drainage and Utility Easements,” “Irregular Drainage and/or Utility Easements,” “Landscape Easements,” and if any, which are referenced on the plat.

G. “LOT” shall mean any numbered parcel of real estate shown and identified as a lot on the plat.
H. "LANDSCAPE EASEMENT AREAS" shall mean those areas on the plat or reserved in deeds executed by the Developer and marked as such. The Landscape Easements Areas are hereby created and reserved:

1. Solely for the common visual and aesthetic enjoyment of the Owners;

2. For use by the Developer during the development period for the installation of entryways and nature areas, if any;

3. For the use as entryways and nature areas, if any; and

4. For the use of the Association for the management and control of the entryways and nature areas and the installation, maintenance and repair of improvements thereto. The Association shall govern these areas.

2. COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH CEDAR BEND HOMEOWNERS' ASSOCIATION.

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, being the owners of Cedar Bend, hereby covenants, and each subsequent owner of all lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereof and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. PURPOSES OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all lots, and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Landscape Easement Areas, cul de sac islands and street lights situated upon the development including, but not limited to, the payment of utilities and insurance thereof and repair, replacement, maintenance and additions thereof and for the cost of labor, equipment, materials, management and supervision thereof.

C. BASIS AND AMOUNT OF ANNUAL ASSESSMENTS. The original assessment, pursuant to these covenants of Cedar Bend, shall be in the amount of One Hundred Fifty Dollars ($150.00) per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be
distributed evenly against said lot. All such assessments shall be paid to the
Treasurer of the Cedar Bend Homeowners' Association. From all such assessments,
the Association shall pay for the cost of maintenance repair, upkeep, management
and operation of the common areas as required by the Cedar Bend Homeowners'
Association. In no event shall any assessment or charge or special assessment, as
provided below, be levied against or be due from the Developer for any lots owned
by them or otherwise.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In
addition to the annual assessments authorized by Section 5 hereof, the Association
may levy in any assessment year on each lot sold by the Developer, its
representatives or assigns, a special assessment, applicable to that year only, for the
purpose of defraying, in whole or in part, the cost of any construction or
reconstruction, unexpected repair or replacement of capital improvements,
provided that any such assessment shall have the affirmative vote of two-thirds (2/3)
of the votes of all voting members who are voting in person or by proxy at a meeting
duly called for this purpose, written notice of which shall be sent to all members at
least thirty (30) days in advance and shall set forth the purpose of the meeting.

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

F. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS
D AND E. The quorum required for any action authorized by Sections D and E
hereof shall be as follows: At the first meeting called as provided for in Sections D
and E hereof, the presence at the meeting of members or of proxies entitled to cast
sixty percent (60%) of all votes of the membership shall constitute a quorum. If the
required quorum is not forthcoming at any meeting, another meeting may be called,
subject to the notice requirements as set forth in Sections D and E, and the required
quorum at any such subsequent meeting shall be one-half (1/2) of the required
quorum at the preceding meeting, provided that no such subsequent meeting shall
be held more than sixty (60) days following the preceding meeting.

G. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND
DUE DATES. The initial annual assessments, provided for herein, shall commence
on the first day of the month following conveyance of a lot to an owner. The
Assessment for each succeeding year shall become due and payable on the first day
do April of each year. The Association shall make no adjustments or prorations
of assessments. For the purposes of levying the assessment, assessments shall be
considered as paid in advance and shall be levied against any lot that is subject to
these restrictions. The due date of any special assessment under Section D hereof shall be fixed in the resolution authorizing such assessment.

H. DUTIES OF THE BOARD OF DIRECTORS. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate, in writing, signed by an officer of the Association setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment or any assessment therein stated to have been paid.

I. EFFECT OF NON-PAYMENT OF ASSESSMENT; PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the Owner, their heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, a penalty fee not to exceed Ten Dollars ($10.00) shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing a complaint in such action, and, in the event of judgment, such judgment shall include interest on the total amount as above provided, and reasonable attorney’s fee to be fixed by the court, together with the costs of the action.

J. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lien of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. EXEMPT PROPERTY. The following property subject to this declaration shall be exempted from the assessments, charges and liens created herein: (1) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use;
(2) All properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; and (3) All properties owned by the Developer, its successor and assigns and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. VOTING AND BOARD. Each owner of a lot in the development of Cedar Bend shall be a member of said Association and shall have one (1) vote for all matters coming before the Association, including the selection of a board of directors, which board shall consist of not less than three (3) or more than nine (9) members and which shall assume their duties upon expiration of the term of the initial board of directors.

M. INITIAL BOARD. The initial board of directors shall consist of three (3) members appointed by the Developer. The initial board of directors shall commence at the time of appointment by the Developer at their option, but no later than the time of the sale by the Developers, their successors or assigns, of the last lot in the subdivision. Terms of the board of directors shall be set by the majority vote of the quorum of a meeting of said Association, as described above.

3. MEMBERSHIP. All lots and owners thereof shall belong to the Cedar Bend Homeowners’ Association and shall be governed by that Association.

4. ASSOCIATION’S RIGHT TO PERFORM CERTAIN MAINTENANCE. In the event that any owner of a lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Association shall have the right, but not the obligation, by and through its agents, employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of this restrictions.

5. STREET LIGHTS AT INTERSECTIONS. Developer has installed streetlights in the subdivision and will transfer said lights and obligations to the Association.

6. ENFORCEMENT. Any owner of any lot or lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorney’s fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon or to keep sight distances or to construct and/or maintain sidewalks in accordance with the restrictive covenants, the Association shall have the right, but not the obligation, by and through its agents, employees or contractors, to enter
upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make said lot and/or any other improvements situated thereon, conform to the requirements of the restrictive covenants. The cost thereof to the Association shall be collected in any reasonable manner from the owner. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full.

If, in the opinion of the Association, such charge has remained due and payable for an unreasonably long period of time, the Association may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney’s fees, incurred by the Association in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenantated to pay all fines that shall be made, pursuant to this paragraph.

7. TERM. These covenants will 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 these covenants are recorded, after which twenty-five (25) years, they shall be automatically extended for successive ten (10) year periods unless an instrument signed by a majority of the lot owners has been recorded agreeing to change said covenants in whole or in part.

8. SEVERABILITY. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as Owner and Developer of the above-described real estate, have set their hands and seals, this _10_ day of June, 2006.

EDWIN D. ANDREW, Owner

PATRICIA L. ANDREW, Owner
STATE OF INDIANA 

HENDRICKS COUNTY

Before me, a Notary Public in and for said County and State, personally appeared Edwin D. Andrew and Patricia L. Andrew, who acknowledged the execution of the foregoing to be their voluntary acts and deeds for the uses and purposes contained therein.

WITNESS my hand and seal, this ______ day of June, 2006.

Sandra K. Hardin, Notary Public
Residing in Hendricks County, Indiana

My Commission Expires:

September 13, 2009.

This instrument was prepared by Paul T. Hardin, Attorney at Law, Post Office Box 186, Plainfield, Indiana, 46168, telephone 317-839-3119.
CEDAR BEND LEGAL DESCRIPTION

A part of the West Half of Section 22, Township 15 North, Range 1 East, Hendricks County, Indiana, described as follows: Beginning at a stone set on the south line of the Northwest quarter of said Section by Job Hadley in 1867, which stone is South 89 degrees 22 minutes 24 seconds West 323.11 feet from a stone at the center of said section; thence South 00 degrees 27 minutes 21 seconds East 346.42 feet along the West line of that certain 4.62 acre parcel of land described in Miscellaneous Record 108, page 153 in the Office of the Recorder of said County, to the North line of that certain 5-acre parcel of land described as an exception in Deed Record 162, page 569 in said Recorder’s Office; thence South 89 degrees 15 minutes 51 seconds West along said North line 646.51 feet to a point North 89 degrees 15 minutes 51 seconds East 34.20 feet from an iron pin found at the northwest corner of said 5-acre parcel; thence North 07 degrees 24 minutes 02 seconds East 351.15 feet to a point that is South 89 degrees 22 minutes 44 seconds West 921.62 feet; measured along the North line of the Southwest Quarter of said Section, from a stone at the center of said section; thence continuing North 07 degrees 24 minutes 02 seconds East 11.14 feet to a pipe; thence South 87 degrees 36 minutes 28 seconds West 609.44 feet; thence North 83 degrees 05 minutes 37 seconds West 493.96 feet; thence North 01 degrees 23 minutes 53 seconds West 600.01 feet; thence North 89 degrees 52 minutes 25 seconds East 486.96 feet; thence South 86 degrees 52 minutes 07 seconds East 1,068.03 feet; thence South 15 degrees 09 minutes 30 seconds East 854.13 feet to the Point of Beginning, containing 35.27 acres, more or less, subject to all legal highways, rights-of-way, and easements.

“EXHIBIT A”