

99-55854

MARTHA A. WOMACKS

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CEDAR PARK SUBDIVISION, SECTION 1  
RESTRICTIVE COVENANTS

SUBJECT TO LEGAL ACCEPTANCE  
FOR TRANSFER

We, the undersigned George F. Kopetsky and Patricia Kopetsky, (hereinafter referred to as "Declarant"), owner of the real estate described on Exhibit "A" attached (the "Real Estate"), do hereby declare that all of the lots and lands in Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following terms, covenants, conditions and restrictions. All of the terms, covenants, conditions and restrictions shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

The subdivision on the Real Estate shall be known and designated as "Cedar Park Subdivision, Section 1", an addition to the City of Indianapolis, Marion County, State of Indiana.

1. No residential structures shall be less than 900 square feet of living space. No residential structure shall be constructed closer than four (4) feet to any side lot line and have an aggregate side setback of ten (10) feet. No residential structure shall be constructed closer than twenty (20) feet to any rear property line.
2. Lots designated in the plat are hereby reserved for single-family residential use and may be single or two story structures; provided, however, that no two story structure shall be less than 1,200 square feet of living space.
3. In the event of a dispute or controversy as to any matter within or arising out of these covenants, such dispute or controversy shall be submitted to the arbitration of the Committee and the arbitration of such matters shall be an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever.
4. All residential structures shall have an enclosed attached garage sufficient to house one full sized American made car.
5. Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies and governmental agencies as follows:

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(A) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his or her lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvements; nor, shall any lot grading restrict, in any manner, the designed waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the subdivision and are a servitude upon such land for the benefit of the owners of other land included within upstream or downstream, affected by such use. (B) Sanitary Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect his or her improvement with any public sanitary sewer available. (C) Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the use of installation, maintenance, repair and replacement of mains, ducts, poles, lines and wires, meters and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of the rights, including reading of the meters. No structure, including fences shall be built upon any drainage, sanitary sewer or utility easement. (D) Landscape Strips (L.S.) are created to maintain landscaping.

6. No building or other structure shall be erected, placed upon, altered or repainted on any lot in the subdivision until building plans, specifications, plot plans and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee for Cedar Park Subdivision ("the Committee") composed of three (3) members appointed by Dura Development Corporation, their designees or by their successors. In the event of the death, disability or resignation of any member of said committee, Dura Development Corporation shall have the right to appoint a successor member and until such appointment any remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. If the committee fails to act upon any plan submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the lot owner may proceed then with the building

according to the plans submitted, without approval. Neither the Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the sale of all platted lots in the subdivision, all rights and powers of the Committee shall be transferred to and vested in the Association (as hereinafter defined).

7. No outside storage barns or sheds will be allowed on any lot until at least 90% of the lots in the subdivision section have been built upon. In any case, storage barns or sheds shall not exceed 150 square feet in floor area and the siding and roofing shingles shall match the house on that lot.
8. Front building lines (B.L.) are hereby established, between which lines and the front property lines, no permanent or other structure, other than drives and sidewalks, shall be erected and maintained. Side and rear building lines are established in accordance with the zoning ordinances applicable to the subdivision and variances therefrom as may have been granted by the City of Indianapolis.
9. If the parties hereto, or any of them, or their heirs or assigns shall violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.
10. No fence shall be allowed except in the rear yard of the lot. Only fences of wood or black vinyl covered chain link shall be allowed, with any such fences also meeting all of the regulations for fences as established in the City's zoning ordinance.
11. No rear yard basketball goals or basketball courts shall be allowed. Basketball goals may be free standing, next to the driveway in front of the house with a clear acrylic backboard only. Goals may not be attached to the house or garage.
12. Site distances at intersections: No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the street level shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way 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 right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right-of-way with the edge of a

driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersection unless the foliage is maintained at such sufficient height to prevent obstruction of the sight distance.

13. All driveways shall be hard surfaced with either concrete or asphalt. Any changes and alterations of structures or driveways are subject to Committee's approval.
14. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in the subdivision.
15. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.
16. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the subdivision.
17. 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 or nuisance to the neighborhood.
18. No private or semi-private water supply or sewage disposal system may be located upon any lot in the subdivision.
19. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless the activity is entirely within a garage permitted by these covenants.
20. No school, preschool, day-care facility, church or similar institution of any kind shall be maintained, conducted or operated upon any lot.
21. No exterior lighting shall be directed outside the boundaries of any lot, nor shall any lighting be used which constitutes more than normal convenience lighting, unless the same is approved by the Committee.
22. No signs of any nature, including for sale or for rent signs (unless such signs are 2'x2', or less), or other advertisement, shall be displayed on any lot, right-of-way or any part of the subdivision, except as approved by the Committee, or as used by the undersigned and its agents in the development of the properties and the maintenance thereof during such development.
23. All television or other antennas shall be affixed to improvements located on the respective lot involved. No freestanding antennas for any purpose shall be permitted

unless approved by the Committee. No outside television antennas will be permitted if a master antenna is available for a lot. All radio and television antennas, including satellite television antennas shall also comply with all of the radio and television antenna regulations of the City's zoning ordinance of the City of Indianapolis. No satellite dishes either free standing or attached shall be allowed.

24. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot, easement or common area within the subdivision. All trash, garbage and refuse stored on any lot shall be stored in covered receptacles. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires, except fires in an approved grill or fire ring. All open fires are prohibited unless written approval is obtained from the affected fire department.
25. It shall be the responsibility of the owner of any parcel of land within the subdivision to comply at all times with the provisions of the drainage plan as approved for this plat by the Plan Commission of the City of Indianapolis and the requirements of all drainage permits for the plat issued by those agencies. Failure to so comply, including failure to comply with the approved grading plan and Federal Housing Administration lot grading regulations and recommendations, or construction of any building shall be subject to action by appropriate authority.
26. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the City of Indianapolis. Property owners must maintain these swales as sodded grassways or as other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water.
27. Any property owner altering, changing, damaging or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by certified mail to repair said damage, after which time, if no action is taken, the City of Indianapolis will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.
28. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of commencement of the building process, after which time, the Committee may without notice, re-enter, take

possession of said lot, sell the lot together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

29. No campers, motor homes, trucks (other than pick-up trucks), trailers or boats may be stored on any lot in open public view.
30. Lot owners shall not permit the growth of weeds and involuntary trees and bushes and shall keep their lot reasonably clear from unsightly growth at all times. Failure to comply shall warrant the Committee to cut weeds and clear the lot of such growth at the expense of the lot owner and the Committee shall have a lien against said real estate for the expense thereof.
31. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house in such a manner that the tanks are completely concealed from public view.
32. It is expressly understood that the Committee may make assessments to cover any costs incurred in enforcing these covenants and in undertaking any maintenance or other activity which is a responsibility of a lot owner, but which such lot owner has not undertaken as required hereunder and in undertaking the maintenance of common areas in the subdivision. Any such assessment to cover costs incurred in enforcing these covenants or undertaking any maintenance or other activity which is the responsibility of a lot owner shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants has necessitated the action to enforce these covenants or the undertaking of the maintenance or other activity.
33. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in a matter herein provided. All such assessments, together with the interest thereon and costs of collection thereof as herein provided shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time which the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than twelve percent (12%) per annum. The Committee, or any member thereof, shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorney

fees, incurred by the Committee, or such member, in collection of the same. If the Committee has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Committee may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The Committee shall, upon demand, at any time, furnish a certificate in writing, signed by a member of the Committee, that the assessments on a lot have been paid or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. Any easement granted herein or any property shown on the within easement granted herein or any property shown on the within plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charge and lien created herein. All rights of the Committee set forth in this paragraph 33 shall be transferred to and vested in the Association, upon formation thereof.

34. Upon the transfer of ownership of all platted lots in the subdivision, Declarant or their assigns will cause, to be incorporated under the laws of the State of Indiana, a not-for-profit corporation under the name "Cedar Park Subdivision, Inc." or a similar name ("the Association"), as such agency for the purpose of ownership and maintenance of all common areas as designated on the recorded plat, to assume the rights and duties of the Committee as specified in the recorded covenants and administer and enforce said covenants, to disburse the assessments and charges imposed and created hereby and hereunder or by and under any other agreement to which the property may at any time be subject, and to promote the health, safety and welfare of the owners of the property, and all parts thereof. Declarant, at its option, may cause the sooner formation of the Association. The Association shall have the power to establish bylaws, duly recorded in the Office of the Recorder, Marion County, Indiana, establishing procedures and rules for the efficient execution of these recorded covenants. All lot owners in the subdivision shall be members in the Association when formed.
35. The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by

due process of law of structures erected or maintained in violation thereof, is reserved to the Committee and the owners of the lots in the subdivision, their heirs and personal representatives, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Committee, or to any other owner or owners.

36. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Office of the Recorder of Marion County. The foregoing covenants, as the same may be amended from time to time, will be in full force and effect until October 01, 2025 at which time they will be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners it is agreed that these covenants shall terminate in whole or in part.
37. Invalidation of any of these covenants and restrictions or any part thereof by judgement or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

WITNESS OUR HANDS AND SEALS THIS 17<sup>th</sup> DAY OF March,  
1999.

By: George F. Kopetsky  
George F. Kopetsky

By: Patricia A. Kopetsky  
Patricia Kopetsky

STATE OF INDIANA      )  
                            ) SS:  
COUNTY OF MARION    )

Before me, the undersigned Notary Public, in and for said County and State, personally appeared George F. Kopetsky & Patricia Kopetsky and acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

WITNESS MY HAND AND NOTARIAL SEAL THIS 17<sup>th</sup> DAY OF MARCH, 1999

  
Notary Signature

JACK E. FITCH  
Printed Name

Residing in HENDRICKS County My Commission Expires: 11/20/2001



This document prepared by:  
KOE Engineering & Surveying, Inc.  
70 East Main Street  
Greenwood, Indiana 46143



# EXHIBIT "A"

## LEGAL DESCRIPTION

A part of the Northeast Quarter of Section 9, Township 14 North, Range 3 East of the Second Principal Meridian in Perry Township, Marion County, Indiana, more particularly described as follows:

BEGINNING at the Southwest corner of said Northeast Quarter Section; thence North 00 degrees 03 minutes 27 seconds East a distance of 2036.68 feet; thence North 89 degrees 48 minutes 16 seconds East parallel to the South line of said Northeast Quarter Section a distance of 1337.20 feet; thence South 00 degrees 05 minutes 41 seconds West a distance of 618.60 feet; thence South 89 degrees 48 minutes 16 seconds East parallel to the South line of said Northeast Quarter Section a distance of 95.00 feet; thence South 60 degrees 11 minutes 48 seconds West a distance of 1215.74 feet; thence South 09 degrees 53 minutes 28 seconds East a distance of 44.93 feet; thence South 89 degrees 48 minutes 16 seconds East a distance of 73.85 feet; thence South 00 degrees 11 minutes 44 seconds West a distance of 159.00 feet; thence South 89 degrees 48 minutes 16 seconds East a distance of 268.93 feet; thence South 00 degrees 11 minutes 44 seconds West a distance of 159.00 feet; thence North 89 degrees 48 minutes 16 seconds West a distance of 18.23 feet; thence South 00 degrees 11 minutes 44 seconds West a distance of 109.00 feet; thence South 89 degrees 48 minutes 16 seconds East a distance of 21.00 feet; thence South 00 degrees 11 minutes 44 seconds West a distance of 44.00 feet; thence North 89 degrees 48 minutes 16 seconds West a distance of 20.35 feet; thence South 00 degrees 11 minutes 44 seconds West a distance of 180.00 feet to a point on the South line of said Northeast Quarter Section; thence North 89 degrees 48 minutes 16 seconds West on and along said South line a distance of 708.57 feet to the Point of Beginning containing 43.693 acres, (1,903,274 Square Feet) more or less.

Subject to all legal rights-of-way, easements and restrictions of record.