

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
CEDAR CHASE SUBDIVISION, PHASE III SECTION 2 FINAL PLAT
AND
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF CEDAR CHASE SUBDIVISION,
PHASE III, SECTION 1 FINAL PLAT**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDAR CHASE SUBDIVISION, PHASE III, SECTION 2 and AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CEDAR CHASE SUBDIVISION, PHASE III, SECTION 1 is made this _____ day of _____, 2009, by Habitat for Humanity of Monroe County, Inc., an Indiana non-profit corporation ("Declarant").

RECITALS

WHEREAS, Declarant is the sole owner of the fee simple title to the Real Estate (defined in Section 1.1 of this Declaration) located in Monroe County, Indiana;

WHEREAS, Declarant intends to transfer the real estate and restrict its use in accordance with a common plan designed to preserve the value and residential qualities of the real estate for the benefit of its owners;

WHEREAS, Declarant previously recorded Declarations of Covenants, Conditions, and Restrictions of Cedar Chase Subdivision, Phase III, Section 1 Final Plat, as Instrument No. 2009014549 on August 12, 2009, and does now wish to amend and restate such Declarations so as to combine and join such obligations with Cedar Chase Subdivision, Phase III, Section 2 Final Plat;

NOW THEREFORE, in consideration of the foregoing, Declarant declares that the Real Estate shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions set forth in this Declaration expressly and exclusively for the use and benefit of the Real Estate and of each and every person or entity who now or in the future owns any portion or portions of the Real Estate. The provisions of this Declaration shall run with the land and shall be binding upon Declarant, and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or portion of the Real Estate subject to this Declaration, and shall inure to the benefit of Declarant's successor in title to all or any portion of the Real Estate.

Section 1. Definitions. The following terms used in this Declaration shall have the following meanings:

- 1.1. Cedar Chase Subdivision, Phase III, Section 1 Final Plat.** “Cedar Chase Subdivision, Phase III, Section 1 Final Plat” means the subdivision known as “Cedar Chase Subdivision 3-1”, “Section 1” which consists of the Real Estate known as Lots 27 and 56 in Cedar Chase Subdivision, Phase III, Section 1 Final Plat as reflected in the plat recorded as Instrument No. 2009013286 in the Monroe County Recorder’s Office on July 27, 2009, Plat Cabinet “D”, Envelope 92, the legal description of which is attached as Exhibit “A.”
- 1.2. Cedar Chase Subdivision, Phase III, Section 2 Final Plat.** “Cedar Chase Subdivision, Phase III, Section 2 Final Plat” means the subdivision known as “Cedar Chase Subdivision 3-2”, “Section 2” which consists of the Real Estate known as Lots 28 – 55, and Lots 98 – 103 in Cedar Chase Subdivision, Phase III, Section 2 Final Plat as reflected in the plat recorded as Instrument No. 2009018569 in the Monroe County Recorder’s Office on October 22, 2009, Plat Cabinet “D”, Envelope 94, the legal description of which is attached as Exhibit “A.”
- 1.3. Cedar Chase Subdivision Phase 3 Committee.** “Cedar Chase Subdivision Phase 3 Committee” means “Cedar Chase Subdivision Committee” or “Committee” which shall be constituted and governed as set out in Section 7 of this Declaration. Generally, the Committee shall operate for the good and benefit of all Lots contained in both Sections 1 and 2.
- 1.4. Cedar Chase Subdivision Residence.** “Cedar Chase Subdivision Residence” or “Residence” means a detached single-family dwelling constructed upon a lot in Cedar Chase Subdivision, Phase III, Section 1 Final Plat and/or Cedar Chase Subdivision, Phase III, Section 2 Final Plat.
- 1.5. Building.** “Building” means all structures erected within Cedar Chase Subdivision 3-1 and/or 3-2 including Residences, garages, outbuildings, or enclosed structures of any kind.
- 1.6. Builder and/or Developer.** “Builder” and/or “Developer” means Habitat for Humanity of Monroe County, Inc. that constructs the Residence on each lot.

- 1.7. Cedar Chase Community Association, Inc.** Cedar Chase Community Association, Inc., its successors and assigns, an Indiana non-profit corporation, or “Association” is the community association which shall be the incorporated Association of Owners of Residences in Cedar Chase Subdivision 3-1 and 3-2, and of Owners of Residences in Cedar Chase Subdivision Phase III, Sections 1 and 2 and subsequent Sections formed by Declarant. Declarant desires to form the Association to (1) own, manage, and maintain the Common Areas and certain other areas in Cedar Chase Subdivision 3-1 and 3-2, and subsequent Sections formed by Declarant; (2) levy, collect and disburse the Assessments and other charges imposed hereunder, and (3) act as the agent and representative of the Owners and enforce the use restrictions and other provisions of this Declaration.
- 1.8. Declarant Control Period.** “Declarant Control Period” means the period of time during which the Declarant may appoint a majority of the Board members on the Cedar Chase Community Association, Inc. The Declarant Control Period ends when the earlier of the following occurs:
- (a) when 90% of the Lots shown on the Plat are owned by Community Association members other than Declarant; OR
 - (b) when in its discretion, the Declarant so determines.
- 1.9. Drainage Easements.** “Drainage Easements” means the easements labeled “D.E.” on the Plats which have been created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduits to serve the needs of Cedar Chase Subdivision 3-1 and/or 3-2, the lands adjoining Cedar Chase Subdivision 3-1 and/or 3-2, and the public drainage system.
- 1.10. Utility Easements.** “Utility Easements” means the easements labeled “U.E.” on the Plat that have been created for the installation of electric, telephone, cable television, sewer, water, gas or other public utilities.
- 1.11. Lot.** “Lot” means numbered lot 27 and/or 56, or more as may be shown on the final plat of Cedar Chase Subdivision 3-1, or a subsequent amended plat; and means numbered lot 28 thru 55, and lot 98 thru 103, or more as may be shown on the final plat of Cedar Chase Subdivision 3-2, or a subsequent amended plat. “Lot” is sometimes referred to as “Cedar Chase Subdivision Residence” or “Residence.”

1.12. Mortgagee. “Mortgagee” means the holder, insurer or guarantor of any first mortgage on any Lot or Residence and other improvements constructed on a Lot. Any person or company holding record fee simple title for purposes of security shall be considered a Mortgagee and not an owner as hereafter defined.

1.13. Owner. “Owner” means a person, firm, corporation, or other legal entity, which owns the record fee simple title to a Lot. Persons or entities owning a single Lot as tenants in common, joint tenants, or tenants by the entireties or any other form of joint or divided ownership shall be deemed one Owner for purposes of this Declaration.

1.14. Plats. “Plats” means the plat of Cedar Chase Subdivision 3-1, an addition in Monroe County, Indiana, as recorded in the office of the Recorder of Monroe County, Indiana, as Instrument No. 2009013286 on July 27, 2009 and the plat of Cedar Chase Subdivision 3-2, an addition in Monroe County, Indiana, as recorded in the office of the Recorder of Monroe County, Indiana, as Instrument No. 2009018569 on October 22, 2009.

1.15. Common Area. “Common Area” means all the real and personal property, including easements and other land use rights, which the Declarant and/or the Community Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owner, including areas designated as Common Area by Declarant from time to time, areas designated as “common area” on a Plat, and specifically, the areas designated as “Special Conservancy Area Easement” on the current Plats or as subsequently amended.

1.16. Cedar Chase Subdivision Phase 3 Declaration. “Cedar Chase Subdivision Phase 3 Declaration”, “Cedar Chase Subdivision Declaration” or “Declaration” means the Declaration of Covenants, Conditions and Restrictions of Cedar Chase Subdivision Phase III, Section 2 Final Plat and Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Cedar Chase Subdivision, Phase III, Section 1, dated the ____ day of November, 2009, and recorded in the office of the Recorder of Monroe County, Indiana, as supplemented and amended pursuant to its terms, the terms and provisions of which constitute binding covenants running with the Real Estate and are in addition to, and not in substitution of this Declaration.

1.17. Specific Exclusions. This Declaration specifically applies to Cedar Chase Subdivision Phase III, Section 1 and Cedar Chase Subdivision Phase III Section 2, Final Plats (and any amendments thereto) (collectively known as, “Cedar Chase Subdivision Phase 3”) only and specifically excludes any and all prior Phases of the overall Cedar Chase Subdivision Development.

1.18. Subdivision. For purposes of this Declaration, “Cedar Chase Subdivision Phase 3”, “Cedar Chase Subdivision” or “Subdivision” shall describe both the Cedar Chase Subdivision, Phase III, Section 1 Final Plat, Lots 27 and 56, and the Cedar Chase Subdivision, Phase III, Section 2 Final Plat, Lots 28 thru 55, and Lots 98 thru 103.

Section 2. General.

2.1 Name. The developments shall be known and designated collectively as “Cedar Chase Subdivision Phase 3”, an addition to Monroe County, Indiana.

2.2 Residential Development. Cedar Chase Subdivision Phase 3 is a single-family residential development and each Residence constructed shall be used by its owners and its occupants exclusively for residential purposes.

2.2.1 Commercial Buildings. No commercial building shall be erected, altered, placed, or permitted to remain on any portion of Cedar Chase Subdivision Phase 3.

2.2.2 Business activity. No business activity or business may be carried on or conducted from any residence, except that an Owner may conduct business activities from a Residence so long as:

- (a) the business activity is not apparent or detectable by sight, sound, or smell from outside the Residence;
- (b) the business activity complies with applicable laws and zoning requirements;
- (c) the business activity does not involve regular visitation of the Residence by clients, customers, suppliers, or other business invitees or door-to-door solicitation within the Subdivision; and
- (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of

others within the Subdivision, as determined in the sole discretion of the Committee and/or Association.

2.2.3 Leasing. Leasing of a Residence for residential purposes shall not be considered a business or business activity. An Owner may lease a Residence for use as a single-family dwelling, upon the following terms and conditions:

2.2.3.1 so long as such leasing does not violate applicable zoning ordinances and regulations;

2.2.3.2 so long as the property is free from liens and encumbrances, including any mortgages to Habitat for Humanity of Monroe County, Inc., or to any other mortgagee.

2.3 Governmental Restrictions. All Lots and Residences shall be subject to the zoning ordinances and regulations in existence from time to time by applicable governmental authorities, all of which are incorporated into this Declaration by this reference.

2.4 Effect on Owners. The Owners of any Lot subject to this Declaration, by acceptance of a deed conveying title, or in the execution of a contract for purchase, whether from Declarant or subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement contained in this Declaration. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Declarant, the Committee, and the Community Association with respect to these restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, guests, and invitees. The current Lot Owners as well as subsequent Owners do covenant, agree, and consent to keep, observe, comply with and perform such restrictions and agreements. Further, each Owner, by acceptance of title to a Lot, agrees to indemnify, defend, and hold Declarant, the Committee and the Community Association harmless from any and all claims, losses, damages, and causes of action which may arise from failure of such Owner and/or Owner's Lot to comply with these Declarations and for all loss or damage arising from the actions of such Owner's guests and invitees within the Subdivision.

Section 3 Physical Characteristics of the Subdivision.

3.1 Number of Lots. Cedar Chase Subdivision, Phase III, Section 1 Final Plat, initially contains a total of two (2) Lots, numbered 27 and 56, and Cedar

Chase Subdivision Phase III, Section 2 Final Plat initially contains a total of Thirty – Four (34) Lots, numbered 28 – 55 and 98 – 103. Each Lot shall consist of all space within its boundaries as depicted on the original Plats or any amendment thereof.

- 3.2 Easements.** Perpetual and non-exclusive Drainage Easements, Drainage and Utility Easements, and Utility Easements for the purpose of the installation, maintenance, repair and replacement of all sewer, water, storm water, power and telephone lines, pipes, mains, conduits, transformers, or cable television facilities are reserved as shown on the Plats. Within these easements, no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage or which may obstruct or retard the flow of drainage. Plants, trees, and other vegetation are permitted in these easements.
- 3.3 Streets.** All streets as shown on the Plats within the boundaries of Cedar Chase Subdivision Phase 3 are hereby dedicated to the public for public use.
- 3.4 Underground Utilities.** All utilities, including but not limited to water, gas, electric, telephone, sewer, and cable television shall be installed underground. Notwithstanding the foregoing, utility meters and related panels and similar equipment may be placed on outside building walls exposed to view from a street in order to comply with any requirements, regulations, orders, conditions or specifications of any public, quasi-public or private utility or any governmental agency or body, provided that reasonable efforts shall be made to avoid placing any such meter, panel or other equipment on the outside front wall of a Residence or other building facing the street.
- 3.5 Bicycle Paths.** The Committee and/or the Association may choose to create bicycle paths throughout the Subdivision with the input and at the direction of the Lot Owners.
- 3.6 Playground and Equipment.** The Committee and/or the Association may choose to create a common area that includes a playground and playground equipment within the Subdivision, with the input and at the direction of the Lot Owners.
- 3.7 Reservation of Rights.** The Committee and/or the Association reserves the right to determine the use of any common area, and further reserves the right to request that any common area be rezoned for any purpose, in its sole

discretion. This reservation of rights specifically applies to the area in the original Plats, or as amended, designated Special Conservancy Area Easement.

Section 4 Construction Provisions.

- 4.1 One Residence.** Only one Residence shall be constructed on any Lot.
- 4.2 Size and Height.** The Size, Height, and floor plan of each Residence shall be determined by the Developer according to a variety of Habitat for Humanity plans. Each Residence shall be constructed within the applicable zoning laws, building codes, and other construction requirements of Monroe County, Indiana.
- 4.3 Construction of Sewer Lines.** All sanitary sewer lines within the Lots shall be designed and constructed with the provisions and requirements of Monroe County, Indiana.
- 4.4 Parking and Driveways.** For every Residence, there will be constructed a parking area for two (2) vehicles for off-street parking. Vehicles shall be parked only in the parking area, or in the driveways serving the Residences or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Committee and/or Association may adopt. The Declarant and/or the Committee and/or Association may designate certain on-street parking areas for visitors or guests. No overnight parking is permitted on-street by any resident, visitor or guest.
- 4.5 Setback.** No Residence, building, or other permanent structure shall be located on any Lot nearer to the boundaries of the Lot than the minimum setback lines as shown on the Plats designated as SBI or the setback restrictions in effect at the times of construction as established by Monroe County, Indiana, whichever is more restrictive. Eaves, steps and open porches shall not be considered as part of the Residence; however, this provision shall not be construed to permit any portion of a Residence to encroach upon any other Lot.
- 4.6 Prohibited Building Styles.** Modular construction, modular homes, or mobile homes will not be permitted upon any Lot within Cedar Chase Subdivision Phase 3. No used structure will be relocated or placed on any Lot.

4.7 Garbage Disposals and Sanitary Sewers. A Lot Owner may choose to install at their own expense a mechanical device for the grinding and disposal of garbage and food waste in the kitchen(s) which shall discharge to the sewer drain. All sewage disposal shall be connected with the sanitary sewer system. No septic tanks, holding tanks, or cesspools shall be constructed or permitted to remain upon any Lot.

4.8 Lot Access. Access to all Lots shall be from the interior streets of Cedar Chase Subdivision Phase 3.

4.9 Light Fixtures. Any exterior light fixture must be approved by the Committee as to size, location, height and composition before it may be installed.

4.10 Fences. The owner of each Lot agrees not to erect fences of barbed wire, or that are electrically charged, or those made of metal materials, including chain-link. Only commercially manufactured materials sold as fencing may be used, or such other materials as permitted by the Committee. No fence may extend beyond the front of any house. Fences shall be of shadow box style or other approved fencing, and shall not exceed six feet in height. Fencing material may be made out of natural wood or a commonly used commercial substitute, such as a composite material. No fence shall be erected for the purpose of obstructing vision, light, or air. All fencing shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. Requests for the construction of fences, including the height and kind of materials used for the erection of such fences, must be submitted to and approved by the Committee prior to the commencement of any construction.

4.11 Exterior Construction. The following requirements shall be applicable unless the Committee and/or Association shall approve otherwise: (a) all utility facilities in the Subdivision will be underground; (b) whenever possible, all utility meters and HVAC units will be located in places or unseen or screened from the front of a Residence; (c) no outside fuel storage tanks will be permitted above ground and no gasoline storage will be permitted above or below ground; (d) all windows will be factory or on the job painted; (e) no raw aluminum windows will be permitted; (f) all gutters and downspouts will be factory or on the job painted; (g) all roof pitches of Residences will be four to twelve (4:12) feet or greater; (h) no metal, fiberglass or similar type material awnings or patio covers will be permitted;

(i) no above ground swimming pools will be permitted unless they are within a fenced-in backyard.

4.12 Submission of Documents. No Residence, Building, or other permanent structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee and/or Association as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Approval or disapproval as required in these covenants by the Committee and/or Association shall be in writing. In the event the Committee and/or Association fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 5 Restrictions on the Use of the Real Estate. In order to preserve the character of the Subdivision and to protect its property values, and without intending to limit the generality of the provisions described above, the following protective covenants and restrictions are imposed as a common scheme on the Subdivision and shall be applicable to each Lot and to each Residence:

5.1 Maintenance of Lots and Improvements. The Owner of any Lot shall at all times maintain the Lot and the Residence, Building or other structure(s) situated thereon in such a manner as to prevent the Lot, Residence, Building, or other structure situated thereon in such a manner as to prevent the Lot, Residence, Building or other structure(s) from becoming unsightly, and specifically, such Owner shall:

- 5.1.1** Mowing the vegetation on the Lot at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and weeds, and to exercise good husbandry with respect to all landscaping.
- 5.1.2** Remove all debris or rubbish.
- 5.1.3** Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of Cedar Chase Subdivision.
- 5.1.4** Cut and remove dead trees that are not within the conservancy easement.

- 5.1.5** Keep the exterior of the Residence, Building, and other structure(s) in such a state of repair or maintenance as to avoid their becoming unsightly.
- 5.1.6** Maintain the landscaping and tree plot, if any, between the Owner's Lot and the curb of any public street adjacent to the Owner's Lot.

5.2 Signs. No sign of any kind shall be permitted or displayed to the public view within the properties, excepting the following:

- 5.2.1** campaign signs for political candidates during appropriate pre-election campaign periods;
- 5.2.2** temporary signage typically used in advertising a property for sale and "open house" displays;
- 5.2.3** signs display for the purpose of indicating a security system in a Residence; OR
- 5.2.4** such other signage as approved with the prior written consent of the Committee and/or the Association.

5.3 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any portion of the Lots without the express permission of the Committee and/or Association, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Residence. All domestic pets are required to be spayed and/or neutered at the Owner's expense. Any pets, which in the sole discretion of the Committee and/or the Association endanger the health or safety of others, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of the other Residences shall be removed upon the request of the Committee and/or the Association. If the Owner fails to honor such a request, the Committee and/or the Association may remove the pet. No pets shall be kept, bred, or maintained for any commercial purpose. Dog runs and animal pens of any kind are prohibited if such structures are visible from the street or from neighboring property.

5.4 Wildlife. Capturing, killing, or trapping wildlife is prohibited within the Subdivision, except for trained professionals in circumstances imposing an imminent threat to the safety of persons or pets.

5.5 Holiday Decorations. Owners may display holiday decorations located or visible from outside their Residence if such decorations are of reasonable size and scope, and do not disturb other Owners and residents by excessive light

or sound or by causing an unreasonable amount of spectator traffic. Holiday decorations may be displayed during seasonal periods only.

5.6 Nuisance. No portion of the Lots shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substances, thing, or material be kept upon any portion of the Lots that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Lots. There shall not be maintained any plants, animals, devices, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Lots. No Owner shall permit any thing or condition to exist upon any portion of a Residence or Lot that shall induce, breed or harbor infectious diseases or noxious insects.

5.7 Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which may tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Lots. Absolutely no items may be stored on porches affixed to a Residence and upon written notice an Owner shall have five (5) days to remove any and all items from the porch. Further, no upholstered furniture may be stored or placed on a porch; outdoor patio furniture commercially sold for outdoor use may be placed on porches.

5.8 Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Lots, without the prior written consent of the Committee and/or Association. Miniature satellite dishes less than two (2) feet in diameter may be erected so long as they are attached to the rear roof of a Residence, or in the backyard area of any Lot to prevent being visible from the street. The Declarant, Committee and/or the Association shall have the right, without obligation, to erect any aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Lots, should any master system or systems be utilized by the Committee and/or Association and require any such exterior apparatus.

5.9 Clotheslines. All clotheslines and other similar items shall be located or screened so as to be concealed from view of neighboring Lots and the street.

5.10 Garbage Containers and Trash. No garbage, trash, compost piles or containers shall be placed or kept on any lot except in covered containers. All rubbish, trash, and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate. Each Owner shall be responsible for arranging private pick up service at one's own expense, or hauling and disposing of garbage to the local waste site location. If the Resident is a pet owner, this shall also include removal and disposal of animal feces. Garbage containers may be stored against the Residence, so long as they are not visible from the street. Garbage containers may be placed outside a Lot when they are being made available for collection only and for the shortest time reasonably necessary to effectuate collection.

5.11 Firearms or Other Weapons. The carrying, use or discharge of firearms or other weapons within Cedar Chase Subdivision is prohibited. The term "firearms or other weapons" includes BB guns, pellet guns, knives, swords, cross-bows, and other firearms or other weapons of all types regardless of size.

5.12 Fire. No fire of any kind shall be ignited for the purpose of burning trash or yard waste, and any fire shall be contained in a safe and responsible manner. All Owners shall comply with the Monroe County burn ordinance.

5.13 Tents, Trailers and Temporary Structures. Except as may be permitted by the Declarant during initial construction within the Lots, no tents, basement, utility shed, shack, trailer or other structure of a temporary nature shall be permitted on a Lot that is visible by neighboring Lots or from the street.

5.14 Tanks. No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot.

5.15 Carports and Driveways. All carports and driveways shall be maintained in a neat and clean condition. Carports shall be used only for parking vehicles, and shall not be used or converted for living or recreational activities.

5.16 Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment, vehicles (excepting the carport, driveway and/or designated parking areas), or other goods and chattels on the Common Area (except by the Association) or if not in active use, any portion of a Lot which is visible from outside the Lot is prohibited. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot, except: (a) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction or modification) or a building, appurtenant structures or other improvements; and (b) which the Declarant or Association may permit or require for the development, operation and maintenance of Cedar Chase Subdivision.

5.17 Vehicles. The outdoor storage of boats and recreational vehicles is prohibited upon the Lots. Absolutely no vehicle or any commercial vehicle, tractors, mobile homes, trailers (with or without wheels), campers, camper trailers and boat trailers are permitted to be stored on any grassy yard area of any Lot.

5.17.1 "Vehicle" means motor homes, boats, trailers, campers, motorcycles, scooters, trucks, vans, tractors, tractor trailers, buses, automobiles and any other motorized wheeled object or conveyance which is customarily used for transportation (and includes Commercial Vehicles).

5.17.2 "Commercial Vehicle" means a truck, car, van, trailer or other wheeled object or conveyance intended for roadway use that either has commercial advertising affixed to it, is used for commercial purposes, or which exceeds one and one-half (1.5) tons in gross weight. Commercial Vehicles, tractors, mobile homes, trailers (with or without wheels), campers, camper trailers and boat trailers shall be parked only in areas designated by the Committee and/or Association.

5.18 Subdivision of a Lot. There shall be no subdivision of any Lot within the Subdivision nor any sale in parcels except that a portion of a Lot may be sold to an adjoining Lot Owner if no new Lot is created and if the transferor obtains the prior written approval of the Committee and/or Association. In such case of sale or transfer of a portion of a lot, the setback requirements set out in Section 4.5 may be waived with the approval of the Committee and any appropriate governmental authority.

5.19 Owners' Acknowledgement and Notice to Purchasers. All Owners are given notice that use of their Lots and the Common Area is limited by the Use Restrictions as now reflected in this Section, and as amended, expanded, or otherwise modified from time to time. Each Owner, by accepting a deed, acknowledges and agrees that the use, enjoyment, and value of his or her Lot can be affected by the Use Restrictions and Board rules, which may change from time to time. All Lot purchasers are on notice that the Association may have adopted changes to the Use Restrictions and that such changes may not be set forth in a recorded document. Copies of the current Use Restrictions and Board rules may be obtained from the Association.

5.20 Rule Making Authority.

5.20.1 The Association may change, modify, cancel, limit, create exceptions to, or expand the Use Restrictions from time to time. The exercise of this authority shall be subject to the Association's duty to use business judgment and reasonableness and the need to make as few changes as possible to meet its objectives and still fulfill the reasonable expectations of the Members.

5.20.2 Before any Use Restriction change becomes effective, the Association shall provide at no cost a copy of the new or changed Use Restriction to each Owner. The change does not become effective until at least thirty (30) days following the date of such mailing and/or personal delivery to the Owners. Each Owner shall be bound regardless of whether the changes are received.

5.21 Cedar Chase Subdivision Phase 3 Declaration. Each Owner of a Lot in Cedar Chase Subdivision is expressly subject to the additional restrictions applicable to all Owners in Cedar Chase Subdivision contained in the Cedar Chase Subdivision Phase 3 Declaration that is incorporated into this Declaration by reference. All current Owners are responsible for obtaining the most recent copy of any Declaration. The Declaration applies to all Owners and all occupants of the Lots, as well as their respective guests and invitees.

Section 6 Enforcement. The provisions of Section 4 and 5 of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of Cedar Chase Subdivision Phase 3. In the event that any Owner fails to fully observe and perform the obligations set forth in this Declaration, and

in the further event that such failure is not cured within thirty (30) days after written notice is given by the Committee and/or the Association, any Owner of any Lot within Cedar Chase Subdivision Phase 3 shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property beyond such defaulting Owner's Lot or to any person, the Committee and/or Association shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Committee and/or Association. The failure or forbearance by the Committee and/or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the subsequent right to do so. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the covenants or restrictions contained in this Declaration cannot be adequately remedied by an action at law and that injunctive relief is appropriate. All costs incurred by the Committee and/or the Association in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure, including reasonable attorney's fees shall be payable by the defaulting Owner upon demand by the Committee and/or the Association, and shall immediately become a lien against the Lot of such owner. The rights in the Owners and the Committee and/or Association under Section 6 shall be in addition to all other enforcement rights in this Declaration or at law or in equity.

Section 7 Cedar Chase Subdivision Phase 3 Committee.

7.1 Powers of Cedar Chase Subdivision Phase 3 Committee.

Generally, the Committee shall operate for the good and benefit of all Lots contained in both Sections 1 and 2.

7.1.1 General. In order to preserve the natural quality and aesthetic appearance of the existing geographic area, no Residence, Building or improvement of any type or kind shall be repainted, constructed or placed on any Lot in Cedar Chase Subdivision Phase 3 without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two complete sets of plans and specification for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the

improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of one inch (1") equals ten feet (10'), or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or plat plans which shall be prepared by either a registered land surveyor, engineer or architect.

7.1.2 Power of Disapproval. The Committee may refuse to grant permission to repaint, construct, place or make that requested improvement when:

- (a) the plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of this Declaration.
- (b) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surrounding of the Lot or with adjacent Cedar Chase Residences or structures; or
- (c) the proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Committee, be contrary to the interests, welfare, or rights of all or any of the other Owners.

7.1.3. Declarant Improvements. The Committee shall have no powers with respect to any improvements or structure erected or constructed by the Declarant (or any Builder if Declarant has approved its plans.)

7.2 Duties of the Committee. The Committee shall approve or disapprove proposed improvements within 15 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason for such disapproval.

7.3 Liability of the Committee. Neither the Committee nor its agents, nor Declarant, shall be responsible in any way for any defects in any plan, specifications or other materials submitted to it, and it shall not be responsible for any defects in any work done.

7.4 Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and applicable regulations.

7.5 Membership. The Committee shall consist of members designated by the Declarant until the sooner of: (1) completion of a Residence on each Lot in Cedar Chase Subdivisions 3-1 and 3-2; or (2) passage of control by Declarant to Owners by virtue of a written document in recordable form.

7.6 Approvals. The required approvals, determinations, permissions or consent shall be deemed given if in writing during such time that the Declarant controls the Committee, in which event the written approval of an authorized officer or agent of Declarant shall suffice.

Section 8 Community Association.

8.1 Function of Association. The Community Association shall provide for the maintenance and repair, replacement, administration and operation of the Common Areas, and will perform such other functions as may be designated to it. The Association also has primary responsibility for enforcing the declarations and the covenants and restrictions therein contained. The Association shall perform its functions in accordance with the Declarations, as amended, and according to Indiana law.

8.2 Membership. Each Owner of a Cedar Chase Subdivision Residence shall automatically be a Class A member of the Community Association, but membership shall terminate when such person ceases to own a Cedar Chase Subdivision Residence, and will be transferred to the new Owner; provided, however, any person who holds the interest of an Owner in a Cedar Chase Subdivision Residence merely as security for the performance of an obligation shall not be a member until and unless the security is converted to ownership of a Lot, at which time such person shall automatically be and become an Owner and a Class A member of the Community Association.

8.2 Community Association Governance. The Community Association shall be governed by the Community Association Board of Directors elected in

accordance with the procedures set forth in the Cedar Chase Subdivision Phase 3 Declarations.

8.3 Community Maintenance Area. The Community Association shall maintain the signage and landscaping; ponds; paths; bicycle paths; playground and equipment; common areas; the street lamps (including paying the utility fees and expenses); and other areas as shown on subsequent plats, or as determined from time to time by the Community Association, or as more specifically described in the Cedar Chase Subdivision Phase 3 Declarations.

8.4 Regular Assessments and Special Assessments. Each Owner of a Lot in Cedar Chase Subdivision will pay the Regular Assessments and Special Assessments levied by the Community Association when due. No Owner will be exempt from liability by waiving the right to use any facilities or by refusing to participate in the meetings of the Community Association.

8.4.1. The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, late fees, and costs of collection, including reasonable attorney's fees and court costs.

8.5 Condemnation. Whenever any part of the Common Areas shall be taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner shall be entitled to notice thereof.

Section 9 Rights of Mortgagees.

Except to the extent otherwise provided, no breach of these Restrictions shall defeat or render invalid the lien of any mortgage now existing or subsequently executed upon any portion of Cedar Chase Subdivision; provided however, that if all or any portion of Cedar Chase Subdivision is sold under foreclosure of any mortgage, any purchaser at such sale and its successors and assigns shall hold any and all land so purchased subject to this Declaration. Notwithstanding any other provision of this Declaration, neither Developer, Owners, nor the Committee shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of Cedar Chase Subdivision at the time of such amendment.

Section 10 Easements.

10.1 Easements in Common Area. Declarant grants to each Owner a non-exclusive right and easement of use, access and enjoyment in and to the Common Areas, subject to:

- (a) The Declarations and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The Board's right to:
 - i. Adopt rules regulating use and enjoyment of the Common Areas, including rules limiting the number of guests who may use the Common Areas;
 - ii. Suspend the right of an Owner to use any Common Area amenities for any period during which any assessment or other charge against the Owner's Lot remains delinquent;
 - iii. Dedicate or transfer all or any part of the Common Areas subject to any approval requirements, in its sole discretion;
 - iv. Rent any portion of the Common Areas recreational facilities on an exclusive or non-exclusive short term basis;
 - v. Permit use by people outside of Cedar Chase Subdivision which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion;
 - vi. The Association's right to close or limit the use of the Common Area or portions thereof while maintaining and repairing the same.

10.2. Easements for Utilities.

10.2.1. Declarant reserves for itself, so long as Declarant owns any of the Real Estate, perpetual and non-exclusive easements throughout Cedar Chase Subdivision to the extent reasonably necessary for the purpose of:

- (a) installing utilities and infrastructure to serve Cedar Chase Subdivision, cable and other systems for sending and receiving data and/or other electronic signals, drainage systems, water and/or sewer systems, security and similar systems;
- (b) installing walkways, bicycle paths, street lights, and signage on Real Estate which Declarant or the Association owns or within public rights-of-way or easements reserved for such purpose on the Plat;

- (c) inspecting, maintaining, repairing and replacing the utilities, infrastructure, and other improvements above described; and
 - (d) access to read utility meters.
- 10.2.2.** Notwithstanding the above, Declarant reserves the right to grant or deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.
- 10.2.3.** Declarant reserves for itself the non-exclusive right and power to grant and record such utility easements as may be necessary, in Declarant's sole discretion, in connection with the orderly development of the Real Estate.
- 10.3. Easements for Maintenance, Emergency and Enforcement.** Declarant grants to the Association easements over Cedar Chase Subdivision as necessary to enable the Association to fulfill its maintenance responsibilities. The Association shall have the right to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Declarations to determine a violation and/or to remove any structure, thing or conditions, which violates the Declarations. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Any costs incurred, including reasonable attorney's fees, shall be assessed against the Lot Owner(s) as a benefited assessment.

Section 11 General Provisions.

11.1 Duration. This Declaration shall be perpetual, run with and bind all the real estate subject to this Declaration and shall insure to the benefit of and be enforceable by the Declarant, its respective successors and assigns, with the following exception:

The covenants and restrictions set forth in Sections 4 and 5 shall have an initial term of 20 years from the date this Declaration is recorded in the office of the Recorder of Monroe County, Indiana. At the end of this period, such covenants and restrictions shall automatically be extended for successive periods of 10 years each unless at least two-thirds of all Cedar Chase Subdivision 3-1 and 3-2 Residence Owners, at the time of the expiration of the initial period or any extension period, shall sign an instrument, or instruments (which may be in counterparts) in which they shall agree to terminate any or all of the covenants and restrictions in any manner as may be provided by law; however, no such agreement shall become binding unless written notice containing the terms of the proposed

agreement is sent to every Residence Owner in all sections of Cedar Chase Subdivision Phase 3 at least 90 days in advance of the action taken in authorizing such agreement, and, in any event, any such agreement shall not become effective and binding until three years after the recording of the fully executed instrument or instruments containing such agreement.

11.2 Amendment of Declaration. Except as otherwise provided, amendments to this Declaration shall be proposed and adopted in the following manner:

11.2.1 Regardless of any provision to the contrary, Declarant and/or the Association Board of Directors may amend or supplement this Declaration from time to time without the approval of Owners; Specifically, if such amendment or supplement is required to: (a) provide utility service to any Lot; (b) to bring this Declaration into compliance with any statutory or other legal requirements; (c) to expand on or further detail any of the restrictions and/or covenants already in place in this Declaration; (d) to correct clerical or typographical errors in this Declaration or an exhibit or any supplement or amendment; or (e) for any other reason as the Declarant and/or the Association Board of Directors finds to be necessary.

11.2.2 Should Cedar Chase Subdivision Residents choose to amend these Declarations as Members of the Association, notice of the subject matter of the proposed amendment shall be given to each Owner of a Cedar Chase Subdivision Phase 3 Residence. Any proposed amendment to this Declaration must be approved by not less than 75% of the Owners. Each amendment to the Declaration shall be executed by the Owners casting votes in favor of the amendment and shall be recorded in the office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until recorded.

11.2.3 However, no person shall record any additional covenants, conditions, or restrictions affecting any portion of the Real Estate without Declarant's written consent, so long as Declarant owns any of the Real Estate described on Exhibit

“A.” Any instrument recorded without the required consent is void and of no force and effect.

11.3 Notice. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular U.S. Mail, with postage prepaid, addressed to the Owner at the last known post office address of the person who appears as Owner in the records of Monroe County Auditor’s office. Valid notice may also be given to an Owner by (i) personal delivery to any occupant of the applicable Residence who is at least 14 years of age; or (ii) by affixing the notice to or sliding it under the front door of such Cedar Chase Subdivision 3-2 Residence.

11.4 Severability. Should any covenant or restriction contained in this Declaration, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties and the subject matter, such judgment shall not in any manner affect the other provisions of this Declaration, which are hereby declared to be severable and which shall remain in full force and effect.

11.5 Rule Against Perpetuities. If any provision of this Declaration shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the persons signing the Declaration on behalf of Declarant plus 21 years.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date and year first above written.

Habitat for Humanity of Monroe County, Inc.

Kerry Thomson, Executive Director

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public, in and for said county and state, did personally appear Kerry Thomson as the Executive Director of Habitat for Humanity of Monroe County, Inc., and did acknowledge the foregoing Declaration of Covenants, Conditions, and Restrictions of Cedar Chase Subdivision, Phase III, Section 2 Final Plat and Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Cedar Chase Subdivision, Phase III, Section 1 to be her voluntary act and deed.

My commission expires:

Signature

Printed Name

Residence: _____ County, IN

This instrument prepared by:
Lyndsay H. Miller, Attorney at Law
Jones, McGlasson & Benckart, PC
Bloomington, IN

I affirm under penalties of perjury that I have taken reasonable care to redact each and every social security number in the foregoing document unless required by law. /s/ Lyndsay H. Miller, Esq.

EXHIBIT A

LEGAL DESCRIPTION

Cedar Chase, Phase 3, Section 1

A part of the South Half of the South Half of the Northwest Quarter of Section 13, township 8 North, Range 2 West, Monroe County, Indiana. Being more particularly described as follows:

Commencing at a railroad spike in Leonard Springs Road marking the Southeast corner of the Northwest Quarter of Section 13, Township 8 North, Range 2 West; thence North 89 degrees 51 minutes 56 seconds West along the South line of the said Northwest Quarter section, (basis of bearings per final plat of the Cedar Chase Phase one, Section two and Phase two, section three), a distance of 1765.47 feet to the point of beginning at the southwest corner of Cedar Chase Subdivision Phase 2 Section 2 as recorded in Plat Cabinet "C" Envelope 316, Office of the Monroe County Recorder and being marked by a 5/8" rebar with yellow plastic cap stamped, "BRG 5092004", (BRG rebar); thence continuing North 89 degrees 51 minutes 56 seconds West along the South line of said Northwest Quarter Section a distance of 181.01 feet to a BRG rebar; thence leaving said South line North 00 degrees 00 minutes 00 seconds East, a distance of 100.04 feet; thence South 89 degrees 44 minutes 11 seconds East a distance of 49.84 feet; thence North 06 degrees 15 minutes 48 Seconds East a distance of 50.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 173.32 feet; thence South 83 degrees 44 minutes 10 seconds East a distance of 75.45 feet; thence South 00 degrees 00 minutes 00 seconds West along west line of Cedar Chase Subdivision Phase 2 Section 3 as recorded in Plat Cabinet "C" Envelope 302, Office of the Monroe County, Indiana Recorder, a distance of 168.10 feet; thence along said Cedar Chase Phase 2 Section 3 South 06 degrees 04 minutes 14 seconds East, a distance of 50.00 to a point on a tangent curve to the left having a Radius of 275.00 feet and a Central Angle of 05 degrees 29 minutes 46 seconds the chord of said tangent curve bearing North 81 degrees 10 minutes 52 seconds East and being 26.37 feet; thence along said tangent curve to the left and also along Cedar Chase Phase 2 Section 2 as recorded in Plat Cabinet "C" Envelope 316, office of said Recorder a distance of 26.38 feet; thence continuing along said Cedar Chase Phase 2 Section 2 South 11 degrees 34 minutes 02 seconds East a distance of 98.03 feet to the point of beginning, containing 0.76 acres, more or less.

Cedar Chase Phase 3, Section 2

A part of the South Half of the South Half of the Northwest Quarter of Section 13, township 8 North, Range 2 West, Monroe County, Indiana. Being more particularly described as follows:

Commencing at a railroad spike in Leonard Springs Road marking the Southeast corner of the Northwest Quarter of Section 13, Township 8 North, Range 2 West; thence North 89 degrees 51 minutes 56 seconds West along the South line of the said Northwest Quarter section, (basis of bearings per final plat of the Cedar Chase Phase one, Section two and Phase two, section three), a distance of 1,946.48 feet to the point of beginning at the southwest corner of Cedar Chase Subdivision Phase 3 Section 1 as recorded in Plat Cabinet "D" Envelope 92, Office of the Monroe County Recorder and being marked by a 5/8" rebar with yellow plastic cap stamped, "BRG 5092004, (BRG rebar); thence continuing North 89 degrees 51 minutes 56 seconds West along the South line of said Northwest Quarter Section a distance of 638.67 feet to an SQA rebar marking the southwest corner of the south half of the south half of the northwest quarter of section 13 Township 8 north Range 2 west; thence leaving said South line North 00 degrees 39 minutes 41 seconds West, a distance of 655.51 feet to the northwest corner of the south half of the south half of the northwest quarter of said section 13 being marked by a BRG rebar; thence South 89 degrees 59 minutes 59 seconds East along the north line of the south half of the south half of said northwest quarter a distance of 960.69 feet to a Bledsoe Tapp rebar marking the east line of Cedar Chase Subdivision Phase 2 Section 3 as found in Plat Cabinet "C" Envelope 302 Office of the Monroe County Recorder; thence South 18 degrees

18 minutes 35 seconds West along the west line of said Phase 2 Section 3 a distance of 373.85 feet to a BT rebar; thence North 83 degrees 44 minutes 10 seconds West along said Phase 2 Section 3 and along Cedar Chase Phase 3 Section 1 as recorded in Plat Cabinet "D" Envelope 92 Office of said Recorder a distance of 142.86 feet to a BRG rebar; thence along said Phase 3 Section 1 the following four courses:

1. South 00 degrees 00 minutes 00 seconds West a distance of 173.32 feet to the north right of way of Red Rock Road;
2. thence South 06 degrees 15 minutes 48 seconds West a distance of 50.00 feet to the south right of way of Red Rock Road;
3. thence North 83 degrees 44 minutes 12 seconds West along said south right of way a distance of 49.84 feet;
4. thence South 00 degrees 00 minutes 00 seconds West a distance of 100.04 feet to the Point of Beginning containing 12.0 acres, more or less.

After recording, please return to:
Habitat for Humanity of Monroe County, Inc.
213 East Kirkwood Avenue
Bloomington, IN 47408