

This undersigned, L.D.G., Inc., and Indiana Corporation (the "Developer"), owners of the real estate shown and described in this plat (the "Real Estate") hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with this plat. This subdivision shall be known and designated as Crooked Creek Heights, Section VIII-XIV, consisting of lots **424-805, 807-904** inclusive, an addition in Marion County, Indiana.

In order to provide adequate protection to all present and future owners of lots in this Subdivision, the following covenants and restrictions are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. **Easements**

There are areas of ground on this plat marked "Utility Easements" and "Drainage Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), and government agencies for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables, and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the development of the Subdivision for access to and for the installation, repair and removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such drainage system; provided, however that the owner of any lot in this Subdivision subject to a Drainage Easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the utility Easement and Drainage Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph. No permanent structures shall be erected or maintained on said easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the utility Easement and Drainage Easements herein created and reserved.

2. **Rights-of-Way**

The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for uses as a public right-of-way.

3. **Set-Back-Lines**

- (A) Building set-back lines are hereby established on plats in Section VIII.. The set-back line shall vary in depth on the lots within the loop of a cul-de-sac with a minimum set-back of twenty (20) feet in the cul-de-sac loop and a minimum lot width of seventy (70) feet at the set-back line on the cul-de-sac loop. All other lots shall have a minimum set-back of twenty-five (25) feet with a minimum lot width at the set-back line of seventy (70) feet. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than six (6) feet, with each lot having an aggregate side yard requirement of sixteen (16) feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.
- (B) The widths of lots at the set back lines and lot size are determined by reference to plats in Section IX. The side yard clearances are in accord with the existing D-3 zoning classification in Marion County, Indiana. No building or structure shall be erected or maintained between set back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than six (6) feet, with each having an aggregate side yard requirement of sixteen (16) feet. Where two or more contiguous lots are used as a site for a single swelling, this side yard restriction shall apply to the combined lots as if they were a single lot.

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- (C) Building set-back lines and set-back lines are as depicted in and on the plats for Sections X-XIV. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than six (6) feet, with each lot having an aggregate side yard requirement of sixteen (16) feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced in this item it is strictly for convenience and information and in no instance is to be or be construed as a plat covenant and/or restriction.

**4. Minimum Square Feet**

No residence constructed on a lot herein shall have less than twelve hundred (1200) square feet of finished and livable floor area in aggregate, exclusive of open porches and garages. A minimum square foot of 800 square foot for the ground level shall be required whenever a multi-floor residence is involved so as to conform to the Dwelling District ordinance of Marion County, with the aggregate of all livable floor area to remain a minimum of 1200 square foot.

**5. Garages**

All residences are required to have a garage which will accommodate two (2) automobiles.

**6. Driveways**

Each driveway in this subdivision shall be of concrete or asphalt material with no other parking permitted on a lot other than the existing driveway.

**7. Storage and Temporary Structures**

No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

**8. Residential Use Only**

All lots in this Subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No residence shall be erected, altered, placed or permitted to remain on any lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory building. Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type construction and shall conform to the general architecture and appearance of such residence. Detached garages, tool sheds, or storage buildings may be erected on any lot subject to the approval of the Architectural Control Committee as to type, appearance and placement within a lot, which approval procedure is detailed in item 10 thereof.

**9. Construction Sites**

All home construction sites shall be kept free of any unnecessary trash and equipment and in a clean and orderly fashion.

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**10. Architectural Design and Environmental Control**

No building, fence, walls, or other structure shall be erected, placed and altered on any building lot in this Subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing construction herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the "Crooked Creek Heights" area shall be the proper concern of the Committee. This Committee shall be composed of the undersigned owners of the herein-described real estate, or by their duly authorized representatives. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within 14 days from the date of submission, it shall be deemed that the committee had approved the presented plan. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

**11. Sight Lines**

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within a triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such instances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

**12. Signage**

No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except Developer may use larger signs during the sale and development of this Subdivision.

**13. Animals or Other Potential Offensive Activity**

No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this Subdivision. No noxious, unlawful, or otherwise offensive activity shall not 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.

**14. Entrance Maintenance**

The areas designated on the plat at the entranceways to the total number of subdivision bearing the name Crooked Creek as landscaped easements or landscape and utility easements shall be maintained as respects the landscaped and entrance wall by the title owner of the lot upon which same exists, provided however, if the property owner within all of the sections of the subdivision create a homeowners organization to which at least thirty percent (30%) of the lot owners in the subdivision belong, then, and in that event, the maintenance responsibility herein mentioned shall instead be that of the home owners organization. Whoever has the maintenance responsibility herein detailed shall have the right of contribution to the extent of money so expended from each lot owner on an equal proratable basis for all lots in all of the sections of this subdivision.

Each lot owners' obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve (12%) after the obligation matures with reasonable attorneys fees if such services are required to secure payment.

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**15. Continuing Nature of Covenants**

These covenants and restrictions shall run with the land and shall be binding on all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until 20 years after the date of recording hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of the majority of the then owners of the lots in the Subdivision it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such termination shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

**16. Retention Lake Use and Maintenance**

Lots 616-620, Lots 622-625, 663-668 and 672, Lots 711-717, Lots 737-740, 743-747, Lots 750-756, Lots 772-779 and 839-840, Lots 821-827 and 831, and Lots 866-877 abut, relative to each inclusive grouping, a separate body of water designated on the plat as "Retention Lake" (hereafter called "Lake").

- (A) These Lakes serve as retention or drainage areas and outlets for surface water in this and other Sections of the Crooked Creek complex of subdivisions. Only the owners of the Lots herein mentioned as respects the Lake upon which their Lot abuts, along with the owners of Lots in other sections of Crooked Creek that also abut the same Lake, shall have the right to use the applicable Lake for fishing so long as it is done solely from the Lot owner land bank. None of the owners herein, relative to the Lake applicable to them, shall have the right to use such Lake for any other purpose including, but not limited to, wading, boating, swimming or fishing from within the Lake.

All Lot owners who abut a given Lake by accepting a Deed to said Lot assume the responsibility of maintaining said Lake on an equal pro rata basis based on the total number of Lots that abut the Lake.

- (B) With Respect only to Lots 737-740, Lots 743-747, Lots 750-756, Lots 772-779 and 839-840, and Lots 866-877:

THE RELATIONSHIP OF LOT PROPERTY LINES TO ANY WATER RETENTION POND IS PRELIMINARY ONLY AND THEREFORE, SUBJECT TO CHANGE IN THE FINAL CONSTRUCTION OF SUCH WATER RETENTION PONDS.

**17. Violations**

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer. Any person or entity having any right, title or interest in Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in the Subdivision and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restriction. Available relief in any such action shall include recovery of damages or other sums due for such violations, injunctive relief against such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants or restrictions; provided, however, that the Developer shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

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**18. Limited Authority of Metropolitan Development Commission**

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-AO-3, as amended, or any conditions attached to approval of the plat by the Plat Committee.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed in 1987.

L.D.G. INC.

Signed by: R.N. Thompson, President

Attested by: John W. Whitlock, Secretary

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