

The undersigned, L.D.G., Inc., an 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 IX, consisting of lots 476-576 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. 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. 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. The widths of lots at the set back lines and lot size are determined by reference to this plat. 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 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.
4. 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. All residences are required to have a garage which will accommodate two (2) automobiles.
6. 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. 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. 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

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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 of 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 hereof.

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

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 structure 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. 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. 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. 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 be carried out on any lot in this Subdivision; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. 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 landscape and entrance wall by the title owner of the lot upon which same exists, provided however, if the property owners 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 owner's obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) after the obligation matures with reasonable attorneys fees if such services are required to secure payment.

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