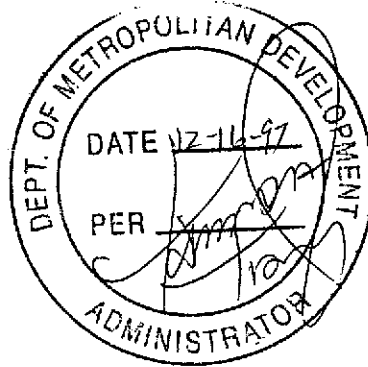


JOHN R. VON ARX  
MARION COUNTY RECORDER

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SUBJECT TO THE ACCEPTANCE  
FOR TRANSFER



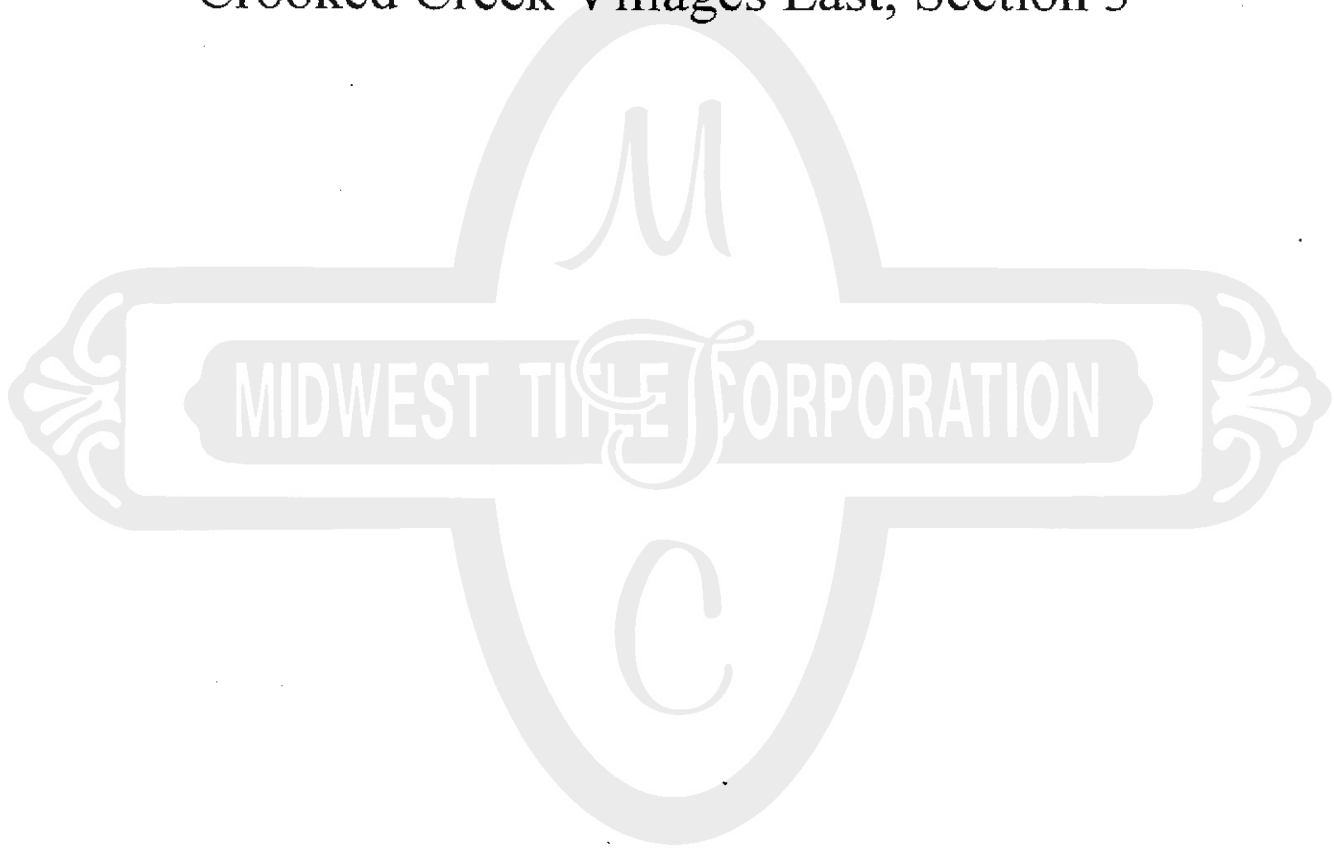
**FILED**

DEC 12 1997

PIKE TOWNSHIP  
ASSESSOR

13

## Plat Covenants and Restrictions of Crooked Creek Villages East, Section 3



12/16/97 10:02AM JOAN N. ROMERIL MARION CTY RECORDER HMB 33.00 PAGES: 13

Inst # 1997-0192364

**PLAT COVENANTS AND RESTRICTIONS  
OF CROOKED CREEK VILLAGES EAST, SECTION 3**

The undersigned, L.D.G., Inc., an Indiana Corporation and Stark Development Corporation, an Indiana Corporation, d/b/a Crooked Creek Joint Venture (collectively referred to herein as the "Developer"), owner of the real estate shown and described in the Plat of this Subdivision (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 the Plat. This Subdivision shall be known and designated as Crooked Creek Villages East, Section 3, an addition in Marion County, Indiana, containing 47 Lots, consisting of Lots 149 through 195 inclusive, plus Blocks "C" and "D".

**NOTICE:** Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Architectural Control Committee as defined herein. Such approval shall include but not be limited to: building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of The Crooked Creek Villages Design Guidelines.

In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration of Covenants, Conditions and Restrictions for Crooked Creek Villages which was recorded on July 10, 1995 as Instrument No. 95-0081280 in the Office of the Recorder of Marion County (the "Declaration"), are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the anyone at any time owning or using any part or portion of such land and shall run with the Real Estate.

1. EASEMENTS. Lots are subject to the following Drainage Easements, Utility Easements, Sewer Easements, and Landscape Easements, either separately or in combination, as shown on the Plat, which easements are reserved for the use of the Declarant, the Crooked Creek Villages Homeowners Association (hereinafter referred to as the "Association"), and public or private utility companies and governmental agencies, as follows:

"Drainage Easements" are created as shown on the Plat to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or the public or private drainage system. Under no circumstances shall drainage easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner, without the prior approval of the Architectural Control Committee and the governmental authority having jurisdiction over drainage. Drainage easements 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 Declarant, its successors or assigns.

"Utility Easements" are hereby created as shown on the Plat for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures, as well as for the uses specified for sewer easements. No above ground utilities may be installed without the prior written consent of the Architectural Control Committee.

"Sewer Easements" are hereby created as shown on the Plat for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system serving Crooked Creek Villages. Sewer

Easements shall only be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks. Sewer Easements are a part of the Utility Easements.

"I.P.L. Easement" is a one hundred (100) foot easement for an electrical power line erected and maintained by the Indianapolis Power & Light Company or its successors and assigns.

"Landscape Easements" are for the use and benefit of the Developer and the Homeowners Association for planting, fertilizing, cutting or trimming, and otherwise maintaining trees, shrubs, flowers, grass, walls, fences, mounds and other landscaping, including the installation, use and maintenance of a water sprinkling system, at the sole discretion of the Developer prior to the sale of the last lot in Crooked Creek Villages and thereafter at the sole discretion of the Homeowners Association.

The delineation of the Drainage Easement and Utility 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 upon Landscape, Drainage, Utility, Sewer or I.P.L. Easements by any Owner or any other person or entity without the prior approval of the Architectural Control Committee.

The Developer and/or Builder(s) approved by the Developer shall retain the right to display marketing and promotional signs within this subdivision until the sale of the last lot in the Crooked Creek Villages Community (including Sections not yet platted) owned by either the Developer or the Builder(s).

The owners of lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities, and to the covenants herein granted and reserved.

2. DRAINAGE PLAN. It shall be the responsibility of the owner of any Lot to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

It shall be the duty of every Lot Owner in the Subdivision, on which any part of an open drainage ditch or swale is situated, to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair so that the surface water drainage will be unimpaired.

Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

3. DEDICATION OF STREETS. 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 use as a public right-of-way.

4. LOCATION, MINIMUM LIVING AREA, AND DENSITY OF RESIDENCES. The Real Estate, and all construction thereon and all use thereof, will conform to the D-5 classification of the Dwelling District Zoning Ordinance of Marion County, Indiana (Zoning Ordinance), except for any variance in dimensional standards granted and except as upgraded by any provision of these Plat Covenants or the Declaration of Covenants and Restrictions. Set back lines shall meet the requirements for classification D-5 of the Zoning Ordinance, as amended from time to time, except as otherwise depicted on the plat.

Every dwelling shall have a minimum total floor area of one thousand three hundred (1,300) square feet, exclusive of garage, basement and open porches. A dwelling which is greater than one story shall have a minimum of six hundred sixty (660) square feet on the first floor, exclusive of garage, basement and open porches, with a minimum total square footage of one thousand three hundred (1,300) square feet.

No part of any structure (except an open porch or eave or cornice overhang not exceeding two feet) shall be built closer than twenty five (25) feet from any existing right-of-way line of any street or cul-de-sac. Each Lot shall maintain a minimum rear yard of twenty (20) feet, except Lots 173 through 179 shall maintain a minimum rear yard of forty (40) feet and Lots 160 through 167 which shall maintain a minimum rear yard of sixty (60) feet. Each Lot shall maintain a minimum total side yard of ten (10) feet, with a minimum of four (4) feet on each side of the residence. Other exceptions to these standard set back requirements may be imposed, as shown on the plat.

5. GARAGES. All residences are required to have an attached garage which will accommodate two or more automobiles.

6. HARD SURFACE DRIVEWAY. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a Lot other than the existing driveway.

7. LIMITATION ON VEHICLES. No inoperative or unlicensed vehicles shall be parked or repaired anywhere within the Subdivision, including on any Lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Subdivision, including on any Lot or on the driveway thereof, except:

a. Personal automobiles, vans and pick-up trucks (not larger than 3/4 ton) may, subject to rules and regulations to be established in the Declaration or by the Crooked Creek Villages Board of Directors, be parked on a private driveway, and

b. A camper, trailer, mobile home, or boat may be stored only in an enclosed attached garage of average residential proportions, and

c. The Crooked Creek Villages Board of Directors may establish rules prohibiting or regulating parking on the public streets within the Subdivision.

8. RESIDENTIAL USE ONLY. All Lots in this Subdivision shall be used solely for residential purposes, except for model homes used during the sale and development of this Subdivision. 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 thirty five feet in height. 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.

9. TEMPORARY RESIDENCES PROHIBITED. No tent, boat, trailer, shack, garage or outbuilding may be used at any time as a residence, temporary or permanent, and no residence may be occupied until substantial completion. No structure of a temporary character may be constructed or maintained upon any Lot, except a structure used by a builder during the construction of a residence, with the written approval of the Developer, which temporary construction structure shall be promptly removed upon completion of construction of the residence.

10. LIMITATIONS REGARDING TRASH. Garbage and trash shall be kept in approved containers, kept in a clean and sanitary condition, and kept in a location which is not visible from the street, except on collection day. No Lot shall be used or maintained as a dumping ground for rubbish or other waste materials and trash shall be regularly removed from the Property.

11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No structure or improvement--including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antennae, patios and permanent structures for sports and recreation--shall be erected, placed or altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by the Architectural and Environmental Control Committee (Committee), regarding conformity and harmony of external design, topography, and finished ground elevations. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall also be approved in advance by the Committee.

(a) The Committee will be composed of three or more members. All members of the Committee, including replacement members, will be appointed by and will serve at the will of the Developer, until the first to occur of the following:

(1) The day after the Developer transfers title to the last Lot of Crooked Creek Villages East Section 3 and any other Sections of Crooked Creek Villages which may be platted, or

(2) 30 days after Developer notifies the Lot owners of its intention to transfer authority for Architectural Control to the Owners.

UNTIL SUCH TIME, THE DEVELOPER SHALL HAVE COMPLETE AUTHORITY AND CONTROL OVER ARCHITECTURAL AND ENVIRONMENTAL DESIGN. The Developer may elect to transfer authority over improvements to existing homes to a Committee of Homeowners, while retaining Architectural Control authority over new home construction and design. During the time that the Developer has Architectural Control, a majority of the Committee members may designate a representative to evaluate and approve specific applications, so that the Committee is not required to meet to review each application.

(b) Under no circumstances shall approval of the Architectural and Environmental Control Committee be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the Committee that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

(c) Within thirty days after the Developer notifies the Owners of the sale of its last Lot or of its intention to transfer authority for Architectural Control to the Owners, the Board of Directors of the Crooked Creek Villages Homeowners Association, Inc., shall appoint three or more Lot

Owners to serve on the Crooked Creek Villages Architectural and Environmental Control Committee.

(d) The Committee's approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not received from the Committee within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee and the application meets the current Design Guidelines, it shall be deemed that the Committee has approved the presented plan.

(e) The Committee and/or the Board of Directors of the Homeowners Association shall have the right and authority to require the removal of any improvement which has been made without receiving the approval of the Committee, including injunctive relief, and may also recover damages, reasonable attorney fees, and costs.

(f) The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Subdivision, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Subdivision and the other Lot owners.

(g) No member of the Committee or their designated representatives, who are either appointed by the Declarant or are Homeowners within the community, will be entitled to any compensation for services performed on behalf of the Committee.

12. INTERSECTION SITE LINE REQUIREMENTS. No fence, wall, hedge, shrub or 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 the 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 distances of any intersection unless the foliage line is maintained at sufficient minimum or maximum height to prevent obstruction of the sight line.

13. SIGN LIMITATIONS. No sign of any kind shall be displayed to the public view on any Lot, without the specific approval of the Board, except that:

(a) Owners may display, on their Lot, one sign of not more than 45 inches in height and 36 inches in width for the purpose of advertising the property for sale or rent, and

(b) The Developer and Builders may use larger signs during the sale and development of this subdivision.

14. PERMITTED ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision, shall be confined to the owner's premises, and shall not be permitted to create a nuisance. In addition, the Association shall have the authority and right to establish rules and limitations upon the number of domestic animals kept or maintained on any lot and restrictions upon

nuisances created or contributed to by any such animals.

15. NUISANCES. No noxious or offensive activity or trade shall be permitted on any Lot or elsewhere within this Subdivision nor shall anything be done which may become a nuisance, annoyance or health or safety risk to other Owners. Included within this restriction upon nuisances are excessive or obnoxious noise, odor, light or appearance.

16. RETENTION LAKES. One or more water retention areas, "Retention Lakes" or "Lake", may appear on the Plat for this Subdivision. Such Retention Lakes shall be identified as a "Block" and shall be for the purpose of accepting and storing storm water and drainage from the Real Estate and its surrounding areas. Neither the Developer nor the Association shall be responsible for assuring or maintaining any minimum or maximum level of water in such areas. The level of water in the Retention Lakes shall largely result from weather conditions and changes. The Retention Lakes shall be titled in the Association's name. The Association shall be obligated to maintain any such Lake and shall control access and recreational use thereof. Easements shall exist around these Lake(s) for ingress and egress for inspection and maintenance by the Association and by the Department of Public Works.

17. LIMITATION ON TIME TO BUILD. Any party other than the Developer who secures title to a Lot in this Subdivision agrees to complete construction of a single family residence within one (1) year from the date construction commences on said Lot. Failure to honor this requirement shall give the Developer an Option to Purchase said Lot and any improvements thereon for cash at an appraised price, as hereinafter described, exercisable by written notice (the "written notice"), at any time after the expiration of the aforesaid one (1) year period. After the written notice is received by the Lot Owner, the Lot Owner shall not be entitled to reimbursement or credit for further improvements to the Lot.

If the Lot Owner and the Developer are unable to agree upon a price for the Lot and improvements within ten days of the date of written notice from the Developer, the Lot Owner and the Developer agree to submit the question of value to an independent appraiser and be bound such valuation as follows:

- (a) An appraiser appointed by the Lot Owner and an appraiser appointed by the Developer shall select an independent, qualified appraiser, who shall determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice, and the appraisers appointed by the parties shall have five days to select the appraiser who will perform the appraisal.
- (b) The appraisal shall be completed within twenty-five (25) days of the date of selection, and a copy of the appraiser's written report shall be furnished to each of the parties within five (5) days thereafter. Each party shall pay one-half (1/2) of the cost of this appraiser and shall be conclusively bound by the appraiser's determination.
- (c) The purchase price shall be the fair market value of the real estate and improvements as established by the appraiser. The Appraiser shall consider, in establishing fair market value, the cost to complete the house as originally approved, the reasonable and ordinary costs of sale, and interest on Developer's investment during an anticipated period for completion of the residence and time for sale.

- (d) The Developer shall make payment in cash to the Lot Owner within fifteen (15) days of the date of receipt of the appraisal report, in exchange for a warranty deed and a lien waiver from any contractor, subcontractor or other party who has furnished materials or performed work upon the property within the past ninety (90) days. In the event that any party fails to perform within the time permitted herein, a Judge of the Marion County Superior Court may appoint a Commissioner to act on said person's behalf and shall obtain jurisdiction to supervise the timely and equitable completion of this purchase.

18. SODDING OF YARDS. The general contractor who is building a residence on any Lot is put on notice of the obligation to sod the front yard of each residence to the rear line of the house, to be completed on or before the transfer of title of said Lot to the first occupant of such residence. Any exception as to method or timing of front yard treatment must be approved by the Developer in writing prior to closing. In the event that title passes to a homeowner without meeting the above requirements, the homeowner and general contractor will become jointly and individually responsible for meeting this requirement. In addition, a homeowner must establish a back yard, whether by seeding or by sodding, within one year of initial occupancy of the residence, and continually maintain the entire yard thereafter in an attractive appearance in conformity with the other yards in the community.

19. SWIMMING POOLS, HOT TUBS AND OTHER STRUCTURES. No above ground swimming pools shall be erected, constructed or installed on any Lot. Below ground pools, hot tubs, spas, jacuzzis or similar water recreational facilities may be installed with prior approval of the Committee. The Committee may consider lot size and available room on the lot for such facilities as one of its considerations. The Committee may impose a fencing requirement for such facilities which is greater than what is required by governmental entities.

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 minibarns may not be erected on any Lot. Other detached structures, including enclosures for approved swimming pools, hot tubs or spas and enclosures for pets, shall be limited (or prohibited) as determined by the Committee, and plans shall be submitted to the Committee for approval prior to construction. The Declaration and Design Guidelines shall be consulted for additional provisions relating to such structures.

20. MAINTENANCE. It shall be the duty of each owner in the subdivision to maintain the house and yard on their lot. This duty shall include keeping the landscaping and grass in good condition, attractive, and properly trimmed and to keep the lot free from weeds, dead trees and trash and in otherwise neat and attractive appearance. This duty shall also include the proper maintenance of the exterior of the house and any additional structures. In the event the owner of any lot fails to do so in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and/or the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such lot and the owner thereof, to be assessed, collected and enforced as provided for other assessments in the Declaration.



21. MISCELLANEOUS PROVISIONS.

a. Except as may be permitted by the Committee, window air conditioning units may not be installed on any lot.

b. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

c. No satellite receiving dish greater than one meter in diameter shall be erected or installed on any Lot, and satellite dishes of one meter in diameter or less still require the prior approval of the Committee as to appearance, location and screening.

d. Exposed antennae shall require approval by the Architectural Control Committee. Height shall not exceed five (5) feet above roof peak.

e. No fuel storage tanks shall be permitted on the Property, except during the initial construction of any home, and then only with the express written consent of the Developer.

f. Each residence shall have one mailbox, standardized in size, appearance and color, according to the Design Guides, and maintained in good condition at all times. The size, design and color shall be specified by the Committee and shall be purchased, installed and maintained by the Homeowner.

g. The discharge of firearms within Crooked Creek Villages, except for the protection of an individual from personal attack or injury, is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

22. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon 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 twenty (20) years after the date of recording hereof. After said 20 years, these 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 a majority of the then owners of the Lots in the Subdivision, it is agreed that the covenants and restrictions shall terminate in whole or in part; 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.

An affirmative vote of seventy percent (70%) of the Lot owners may amend these covenants in whole or in part. If Developer owns any Lots in any section of Crooked Creek Villages, no amendment to these covenants may be made without Developer's approval and consent. Any such amendment or termination shall be evidenced by a written instrument, signed by the Lot owner or owners concurring therein and signed and acknowledged by the President and Secretary of the Association, 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.

23. ENFORCEMENT. Violation or threatened violation of these covenants and restrictions shall be grounds for an action against the person or entity violating or threatening to violate any such covenants or restrictions by the Developer, any person or entity having any right, title, interest or easement in the 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. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer or the Homeowners Association shall be liable for damages of any kind, to any person or entity, for enforcing or failing to enforce any covenants or restrictions.

24. SEVERABILITY. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one or combination of the Restrictions.

25. 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 contained in this plat other than those covenants, commitments, restrictions or 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 Dwelling Districts Zoning Ordinance of Marion County, Indiana, as amended, or any conditions attached to approval of this plat by the Plat Committee.

26. DECLARATION. A Declaration of Covenants and Restrictions of Crooked Creek Villages and establishing the rights and obligations of the Crooked Creek Villages Homeowners Association, Inc. (Declaration) was recorded on July 10, 1995 in the office of the Recorder of Marion County, Indiana as Instrument No. 95-0081280. Every Owner of a Lot in Crooked Creek Villages will automatically be and become a member of the Crooked Creek Villages Homeowners Association. Every Owner will be required to pay all duly established annual and special assessments, including temporary assessments in the event that the annual assessment is not timely established. All unpaid assessments will become a lien on the Owner's Lot, which may be foreclosed pursuant to the procedures established in the Declaration. No Owner may exempt himself or herself from the obligation to pay assessments by abandoning the Lot, the common areas or otherwise. If a conflict exists between the covenants contained in this Plat and those of the Declaration, the covenants in the Declaration shall prevail, except as to attached garages for which these plat covenants shall prevail.

In the event that the Declaration is invalidated for any reason, every Owner nevertheless assumes a responsibility for a pro-rata portion of all common expenses, including landscaping, maintenance, taxes, insurance, legal, accounting, and management fees and reserves for replacements and contingencies as a member of the Homeowners Association, for regular annual assessments and for special assessments, and a lien shall attach upon the Lot owned by an Owner for such assessments. Further, an Owner who fails or refuses to pay such common expenses and assessments on a timely basis shall incur a late charge determined by the Board of up to ten percent of the unpaid assessment plus interest of one and three fourths percent per month beginning thirty days after the date due, plus costs and attorney fees incurred in

collection.

IN WITNESS WHEREOF, the undersigned, being duly authorized as aggregate owners of the Real Estate, have hereunto executed these Plat Covenants and Restrictions as of the 11th day of December, 1997.

L.D.G., Inc.

STARK DEVELOPMENT CORPORATION

By: R.N. Thompson  
R.N. Thompson, President

By: B.A. Gunstra  
B.A. Gunstra, Vice President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, personally appeared R.N. Thompson, President of L.D.G., Inc., an Indiana corporation, and acknowledged the execution of the foregoing Plat Covenants and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 11th day of December, 1997.

Judy K. Kiemeyer  
Notary Public  
JUDY K. KIEMEYER  
Printed



My Commission Expires: APRIL 8, 1998 My County of Residence: MARION INDIANA

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, personally appeared B.A. Gunstra, Vice President of Stark Development Corporation, a corporation organized and existing under the laws of the State of Indiana, and acknowledged the execution of the foregoing Plat Covenants and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 11th day of December, 1997.

Lamar A. Ziegler  
Notary Public  
LAMAR A. ZIEGLER  
Printed



My Commission Expires: JUNE 4, 1999 My County of Residence: Hamilton

This instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

## Land Description

### Crooked Creek Villages East Section 3

Part of the West Half of Section 32, Township 17 North, Range 3 East of the Second Principal Meridian, Pike Township, Marion County, Indiana, and being a part of the land shown on a survey by Evergreen Planners, Inc. dated June 6, 1991, revised May 4, 1992 and recorded on November 13, 1992 as Instrument No. 92-152259 in the office of the Marion County Recorder and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 32;  
thence North 01 degrees 11 minutes 32 seconds East 1312.34 feet along the East line of the Southwest Quarter to a Point 'A';  
thence continue North 01 degrees 11 minutes 32 seconds East 1143.94 feet along said East line to the POINT OF BEGINNING;  
thence North 88 degrees 48 minutes 28 seconds West 200.00 feet;  
thence North 01 degrees 11 minutes 32 seconds East 22.06 feet;  
thence North 88 degrees 48 minutes 28 seconds West 146.48 feet;  
thence North 12 degrees 17 minutes 08 seconds East 21.02 feet;  
thence North 75 degrees 26 minutes 12 seconds West 137.81 feet;  
thence North 58 degrees 31 minutes 09 seconds West 215.32 feet;  
thence South 37 degrees 58 minutes 45 seconds West 413.92 feet;  
thence North 61 degrees 19 minutes 19 seconds West 300.25 feet;  
thence North 10 degrees 00 minutes 00 seconds East 63.03 feet;  
thence North 25 degrees 00 minutes 00 seconds East 298.59 feet;  
thence North 00 degrees 00 minutes 00 seconds West 173.47 feet;  
thence North 13 degrees 35 minutes 58 seconds East 72.02 feet;  
thence North 00 degrees 00 minutes 00 seconds West 128.61 feet;  
thence North 84 degrees 38 minutes 44 seconds East 122.29 feet;  
thence South 56 degrees 20 minutes 25 seconds East 181.11 feet;  
thence North 40 degrees 00 minutes 00 seconds East 26.41 feet;  
thence South 55 degrees 00 minutes 00 seconds East 125.86 feet;  
thence South 56 degrees 08 minutes 45 seconds East 50.01 feet;  
thence South 55 degrees 00 minutes 00 seconds East 112.66 feet;  
thence North 37 degrees 58 minutes 45 seconds East 345.99 feet;  
thence South 59 degrees 41 minutes 40 seconds East 342.21 feet to the East Line of the Northwest Quarter of said Section 32;  
thence South 01 degrees 11 minutes 32 seconds West along said East Line 380.15 feet to the Center of said Section 32;  
thence South 01 degrees 11 minutes 32 seconds West 206.11 feet along the East Line of the Southwest Quarter of said Section 32 to the Point of Beginning of this description, containing 15.34 acres, more or less.

ALSO a tract of land described as follows:

Commencing at the above described Point 'A';

thence North 88 degrees 48 minutes 28 seconds West 200.00 feet;

thence North 01 degrees 11 minutes 32 seconds East 64.08 feet;

thence North 88 degrees 48 minutes 28 seconds West 183.00 feet;

thence North 01 degrees 11 minutes 32 seconds East 10.00 feet to the POINT OF BEGINNING;

thence South 87 degrees 57 minutes 13 seconds West 92.72 feet;

thence South 50 degrees 01 minutes 27 seconds West 133.91 feet;

thence South 37 degrees 32 minutes 58 seconds West 69.34 feet;

thence South 66 degrees 11 minutes 07 seconds West 160.00 feet to a non-tangent curve to the left from which the radius point bears South 66 degrees 11 minutes 07 seconds West,

thence northerly and westerly along the arc of said curve a distance of 95.38 feet to a point from which the radius point bears South 52 degrees 51 minutes 24 seconds West, said curve having a long chord of North 30 degrees 28 minutes 45 seconds West, said curve also having a radius of 410.00 feet;

thence North 52 degrees 51 minutes 24 seconds East 174.66 feet;

thence North 50 degrees 00 minutes 00 seconds West 524.50 feet;

thence North 88 degrees 01 minutes 41 seconds East 88.53 feet;

thence North 81 degrees 10 minutes 48 seconds East 136.30 feet;

thence North 35 degrees 00 minutes 00 seconds East 155.72 feet;

thence South 55 degrees 00 minutes 00 seconds East 409.61 feet;

thence South 22 degrees 44 minutes 26 seconds East 127.08 feet;

thence South 01 degrees 11 minutes 32 seconds West 115.07 feet to the Point of Beginning of this description, containing 4.78 acres, more or less.

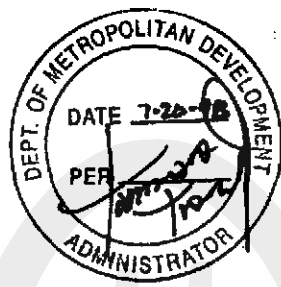
The aggregate above described tracts of land containing 20.12 acres, more or less.

Subject to the Right of Way of Cooper Road and all other legal easements and rights of way of record.

13

APPROVED THIS 16  
DAY OF JULY 19 98  
PIKE TOWNSHIP ASSESSOR  
Doug Hart DRAFTSMAN

Plat Covenants and Restrictions of  
Crooked Creek Villages East, Section 4  
Pike Township, Marion County, Indiana



07/20/98 10:52AM JOAN M. ROBERIL MARION CTY RECORDER MEM 34.00 PAGES: 13

Inst # 1998-0122782

**PLAT COVENANTS AND RESTRICTIONS  
OF CROOKED CREEK VILLAGES EAST, SECTION 4**

The undersigned, L.D.G., Inc., an Indiana Corporation and Stark Development Corporation, an Indiana Corporation, d/b/a Crooked Creek Joint Venture (collectively referred to herein as the "Developer"), owner of the real estate shown and described in the Plat of this Subdivision (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 the Plat. This Subdivision shall be known and designated as Crooked Creek Villages East, Section 4, an addition in Marion County, Indiana, containing 35 Lots, consisting of Lots 196 through 230 inclusive, plus Block "A".

**NOTICE:** Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Architectural Control Committee as defined herein. Such approval shall include but not be limited to: building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Crooked Creek Villages Design Guidelines.

In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration of Covenants, Conditions and Restrictions for Crooked Creek Villages which was recorded on July 10, 1995 as Instrument No. 95-0781280 in the Office of the Recorder of Marion County (the "Declaration"), are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the anyone at any time owning or using any part or portion of such land and shall run with the Real Estate.

1. **EASEMENTS.** Lots are subject to the following Drainage Easements, Utility Easements, Sewer Easements, and Landscape Easements, either separately or in combination, as shown on the Plat, which easements are reserved for the use of the Declarant, the Crooked Creek Villages Homeowners Association (hereinafter referred to as the "Association"), and public or private utility companies and governmental agencies, as follows:

"Drainage Easements" are created as shown on the Plat to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or the public or private drainage system. Under no circumstances shall drainage easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner, without the prior approval of the Architectural Control Committee and the governmental authority having jurisdiction over drainage. Drainage easements 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 Declarant, its successors or assigns.

"Utility Easements" are hereby created as shown on the Plat for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures, as well as for the uses specified for sewer easements. No above ground utilities may be installed without the prior written consent of the Architectural Control Committee.

"Sewer Easements" are hereby created as shown on the Plat for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system serving Crooked Creek Villages. Sewer

Easements shall only be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks. Sewer Easements are a part of the Utility Easements.

"I.P.L. Easement" is a one hundred (100) foot easement for an electrical power line erected and maintained by the Indianapolis Power & Light Company or its successors and assigns.

"Landscape Easements" are for the use and benefit of the Developer and the Homeowners Association for planting, fertilizing, cutting or trimming, and otherwise maintaining trees, shrubs, flowers, grass, walls, fences, mounds and other landscaping, including the installation, use and maintenance of a water sprinkling system, at the sole discretion of the Developer prior to the sale of the last lot in Crooked Creek Villages and thereafter at the sole discretion of the Homeowners Association.

The delineation of the Drainage Easement and Utility 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 upon Landscape, Drainage, Utility, Sewer or I.P.L. Easements by any Owner or any other person or entity without the prior approval of the Architectural Control Committee.

The Developer and/or Builder(s) approved by the Developer shall retain the right to display marketing and promotional signs within this subdivision until the sale of the last lot in the Crooked Creek Villages Community (including Sections not yet platted) owned by either the Developer or the Builder(s).

The owners of lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities, and to the covenants herein granted and reserved.

2. DRAINAGE PLAN. It shall be the responsibility of the owner of any Lot to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

It shall be the duty of every Lot Owner in the Subdivision, on which any part of an open drainage ditch or swale is situated, to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair so that the surface water drainage will be unimpaired.

Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

3. DEDICATION OF STREETS. 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 use as a public right-of-way.

4. LOCATION, MINIMUM LIVING AREA, AND DENSITY OF RESIDENCES. The Real Estate, and all construction thereon and all use thereof, will conform to the D-5 classification of the Dwelling District Zoning Ordinance of Marion County, Indiana (Zoning Ordinance), except for any variance in dimensional standards granted and except as upgraded by any provision of these Plat Covenants or the Declaration of Covenants and Restrictions. Set back lines shall meet the requirements for classification D-5 of the Zoning Ordinance, as amended from time to time, except as otherwise depicted on the plat.

Every dwelling shall have a minimum total floor area of one thousand three hundred (1,300) square feet, exclusive of garage, basement and open porches. A dwelling which is greater than one story shall have a minimum of six hundred sixty (660) square feet on the first floor, exclusive of garage, basement and open porches, with a minimum total square footage of one thousand three hundred (1,300) square feet.

No part of any structure (except an open porch or eave or cornice overhang not exceeding two feet) shall be built closer than twenty five (25) feet from any existing right-of-way line of any street or cul-de-sac. Each Lot shall maintain a minimum rear yard of twenty (20) feet. Each Lot shall maintain a minimum total side yard of ten (10) feet, with a minimum of four (4) feet on each side of the residence. Other exceptions to these standard set back requirements may be imposed, as shown on the plat.

5. GARAGES. All residences are required to have an attached garage which will accommodate two or more automobiles.

6. HARD SURFACE DRIVEWAY. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a Lot other than the existing driveway.

7. LIMITATION ON VEHICLES. No inoperative or unlicensed vehicles shall be parked or repaired anywhere within the Subdivision, including on any Lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Subdivision, including on any Lot or on the driveway thereof, except:

a. Personal automobiles, vans and pick-up trucks (not larger than 3/4 ton) may, subject to rules and regulations to be established in the Declaration or by the Crooked Creek Villages Board of Directors, be parked on a private driveway, and

b. A camper, trailer, mobile home, or boat may be stored only in an enclosed attached garage of average residential proportions, and

c. The Crooked Creek Villages Board of Directors may establish rules prohibiting or regulating parking on the public streets within the Subdivision.

8. RESIDENTIAL USE ONLY. All Lots in this Subdivision shall be used solely for residential purposes, except for model homes used during the sale and development of this Subdivision. 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 thirty five feet in height. 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.

9. TEMPORARY RESIDENCES PROHIBITED. No tent, boat, trailer, shack, garage or outbuilding may be used at any time as a residence, temporary or

permanent, and no residence may be occupied until substantial completion. No structure of a temporary character may be constructed or maintained upon any Lot, except a structure used by a builder during the construction of a residence, with the written approval of the Developer, which temporary construction structure shall be promptly removed upon completion of construction of the residence.

10. LIMITATIONS REGARDING TRASH. Garbage and trash shall be kept in approved containers, kept in a clean and sanitary condition, and kept in a location which is not visible from the street, except on collection day. No Lot shall be used or maintained as a dumping ground for rubbish or other waste materials and trash shall be regularly removed from the Property.

11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No structure or improvement--including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antennae, patios and permanent structures for sports and recreation--shall be erected, placed or altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by the Architectural and Environmental Control Committee (Committee), regarding conformity and harmony of external design, topography, and finished ground elevations. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall also be approved in advance by the Committee.

(a) The Committee will be composed of three or more members. All members of the Committee, including replacement members, will be appointed by and will serve at the will of the Developer, until the first to occur of the following:

(1) The day after the Developer transfers title to the last Lot of Crooked Creek Villages East Section 4 and any other Sections of Crooked Creek Villages which may be platted, or

(2) 30 days after Developer notifies the Lot owners of its intention to transfer authority for Architectural Control to the Owners.

UNTIL SUCH TIME, THE DEVELOPER SHALL HAVE COMPLETE AUTHORITY AND CONTROL OVER ARCHITECTURAL AND ENVIRONMENTAL DESIGN. The Developer may elect to transfer authority over improvements to existing homes to a Committee of Homeowners, while retaining Architectural Control authority over new home construction and design. During the time that the Developer has Architectural Control, a majority of the Committee members may designate a representative to evaluate and approve specific applications, so that the Committee is not required to meet to review each application.

(b) Under no circumstances shall approval of the Architectural and Environmental Control Committee be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the Committee that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

(c) Within thirty days after the Developer notifies the Owners of the sale of its last Lot or of its intention to transfer authority for Architectural Control to the Owners, the Board of Directors of the Crooked Creek Villages Homeowners Association, Inc., shall appoint three or more Lot Owners to serve on the Crooked Creek Villages Architectural and Environmental Control Committee.

(d) The Committee's approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not received from the Committee within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee and the application meets the current Design Guidelines, it shall be deemed that the Committee has approved the presented plan.

(e) The Committee and/or the Board of Directors of the Homeowners Association shall have the right and authority to require the removal of any improvement which has been made without receiving the approval of the Committee, including injunctive relief, and may also recover damages, reasonable attorney fees, and costs.

(f) The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Subdivision, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Subdivision and the other Lot owners.

(g) No member of the Committee or their designated representatives, who are either appointed by the Declarant or are Homeowners within the community, will be entitled to any compensation for services performed on behalf of the Committee.

12. INTERSECTION SITE LINE REQUIREMENTS. No fence, wall, hedge, shrub or 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 the 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 distances of any intersection unless the foliage line is maintained at sufficient minimum or maximum height to prevent obstruction of the sight line.

13. SIGN LIMITATIONS. No sign of any kind shall be displayed to the public view on any Lot, without the specific approval of the Board, except that:

(a) Owners may display, on their Lot, one sign of not more than 45 inches in height and 36 inches in width for the purpose of advertising the property for sale or rent, and

(b) The Developer and Builders may use larger signs during the sale and development of this subdivision.

14. PERMITTED ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision, shall be confined to the owner's premises, and shall not be permitted to create a nuisance. In addition, the Association shall have the authority and right to establish rules and limitations upon the number of domestic animals kept or maintained on any lot and restrictions upon nuisances created or contributed to by any such animals.

15. **NUISANCES.** No noxious or offensive activity or trade shall be permitted on any Lot or elsewhere within this Subdivision nor shall anything be done which may become a nuisance, annoyance or health or safety risk to other Owners. Included within this restriction upon nuisances are excessive or obnoxious noise, odor, light or appearance.

16. **RETENTION LAKES.** One or more water retention areas, "Retention Lakes" or "Lake", may appear on the Plat for this Subdivision. Such Retention Lakes shall be identified as a "Block" and shall be for the purpose of accepting and storing storm water and drainage from the Real Estate and its surrounding areas. Neither the Developer nor the Association shall be responsible for assuring or maintaining any minimum or maximum level of water in such areas. The level of water in the Retention Lakes shall largely result from weather conditions and changes. The Retention Lakes shall be titled in the Association's name. The Association shall be obligated to maintain any such Lake and shall control access and recreational use thereof. Easements shall exist around these Lake(s) for ingress and egress for inspection and maintenance by the Association and by the Department of Public Works.

17. **LIMITATION ON TIME TO BUILD.** Any party other than the Developer who secures title to a Lot in this Subdivision agrees to complete construction of a single family residence within one (1) year from the date construction commences on said Lot. Failure to honor this requirement shall give the Developer an Option to Purchase said Lot and any improvements thereon for cash at an appraised price, as hereinafter described, exercisable by written notice (the "written notice"), at any time after the expiration of the aforesaid one (1) year period. After the written notice is received by the Lot Owner, the Lot Owner shall not be entitled to reimbursement or credit for further improvements to the Lot.

If the Lot Owner and the Developer are unable to agree upon a price for the Lot and improvements within ten days of the date of written notice from the Developer, the Lot Owner and the Developer agree to submit the question of value to an independent appraiser and be bound such valuation as follows:

- (a) An appraiser appointed by the Lot Owner and an appraiser appointed by the Developer shall select an independent, qualified appraiser, who shall determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice, and the appraisers appointed by the parties shall have five days to select the appraiser who will perform the appraisal.
- (b) The appraisal shall be completed within twenty-five (25) days of the date of selection, and a copy of the appraiser's written report shall be furnished to each of the parties within five (5) days thereafter. Each party shall pay one-half (1/2) of the cost of this appraiser and shall be conclusively bound by the appraiser's determination.
- (c) The purchase price shall be the fair market value of the real estate and improvements as established by the appraiser. The Appraiser shall consider, in establishing fair market value, the cost to complete the house as originally approved, the reasonable and ordinary costs of sale, and interest on Developer's investment during an anticipated period for completion of the residence and time for sale.
- (d) The Developer shall make payment in cash to the Lot Owner within fifteen (15) days of the date of receipt of the appraisal report,

in exchange for a warranty deed and a lien waiver from any contractor, subcontractor or other party who has furnished materials or performed work upon the property within the past ninety (90) days. In the event that any party fails to perform within the time permitted herein, a Judge of the Marion County Superior Court may appoint a Commissioner to act on said person's behalf and shall obtain jurisdiction to supervise the timely and equitable completion of this purchase.

18. SODDING OF YARDS. The general contractor who is building a residence on any Lot is put on notice of the obligation to sod the front yard of each residence to the rear line of the house, to be completed on or before the transfer of title of said Lot to the first occupant of such residence. Any exception as to method or timing of front yard treatment must be approved by the Developer in writing prior to closing. In the event that title passes to a homeowner without meeting the above requirements, the homeowner and general contractor will become jointly and individually responsible for meeting this requirement. In addition, a homeowner must establish a back yard, whether by seeding or by sodding, within one year of initial occupancy of the residence, and continually maintain the entire yard thereafter in an attractive appearance in conformity with the other yards in the community.

19. SWIMMING POOLS, HOT TUBS AND OTHER STRUCTURES. No above ground swimming pools shall be erected, constructed or installed on any Lot. Below ground pools, hot tubs, spas, jacuzzis or similar water recreational facilities may be installed with prior approval of the Committee. The Committee may consider lot size and available room on the lot for such facilities as one of its considerations. The Committee may impose a fencing requirement for such facilities which is greater than what is required by governmental entities.

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 minibarns may not be erected on any Lot. Other detached structures, including enclosures for approved swimming pools, hot tubs or spas and enclosures for pets, shall be limited (or prohibited) as determined by the Committee, and plans shall be submitted to the Committee for approval prior to construction. The Declaration and Design Guidelines shall be consulted for additional provisions relating to such structures.

20. MAINTENANCE. It shall be the duty of each owner in the subdivision to maintain the house and yard on their lot. This duty shall include keeping the landscaping and grass in good condition, attractive, and properly trimmed and to keep the lot free from weeds, dead trees and trash and in otherwise neat and attractive appearance. This duty shall also include the proper maintenance of the exterior of the house and any additional structures. In the event the owner of any lot fails to do so in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and/or the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such lot and the owner thereof, to be assessed, collected and enforced as provided for other assessments in the Declaration.

21. MISCELLANEOUS PROVISIONS.

- a. Except as may be permitted by the Committee, window air conditioning units may not be installed on any lot.
- b. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.
- c. No satellite receiving dish greater than one meter in diameter shall be erected or installed on any Lot, and satellite dishes of one meter in diameter or less still require the prior approval of the Committee as to appearance, location and screening.
- d. Exposed antennae shall require approval by the Architectural Control Committee. Height shall not exceed five (5) feet above roof peak.
- e. No fuel storage tanks shall be permitted on the Property, except during the initial construction of any home, and then only with the express written consent of the Developer.
- f. Each residence shall have one mailbox, standardized in size, appearance and color, according to the Design Guides, and maintained in good condition at all times. The size, design and color shall be specified by the Committee and shall be purchased, installed and maintained by the Homeowner.
- g. The discharge of firearms within Crooked Creek Villages, except for the protection of an individual from personal attack or injury, is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

22. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon 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 twenty (20) years after the date of recording hereof. After said 20 years, these 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 a majority of the then owners of the Lots in the Subdivision, it is agreed that the covenants and restrictions shall terminate in whole or in part; 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.

An affirmative vote of seventy percent (70%) of the Lot owners may amend these covenants in whole or in part. If Developer owns any Lots in any section of Crooked Creek Villages, no amendment to these covenants may be made without Developer's approval and consent. Any such amendment or termination shall be evidenced by a written instrument, signed by the Lot owner or owners concurring therein and signed and acknowledged by the President and Secretary of the Association, 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.

23. **ENFORCEMENT.** Violation or threatened violation of these covenants and restrictions shall be grounds for an action against the person or entity violating or threatening to violate any such covenants or restrictions by the Developer, any person or entity having any right, title, interest or easement in the 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. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer or the Homeowners Association shall be liable for damages of any kind, to any person or entity, for enforcing or failing to enforce any covenants or restrictions.

24. **SEVERABILITY.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one or combination of the Restrictions.

25. **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 contained in this plat other than those covenants, commitments, restrictions or 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 Dwelling Districts Zoning Ordinance of Marion County, Indiana, as amended, or any conditions attached to approval of this plat by the Plat Committee.

26. **DECLARATION.** A Declaration of Covenants and Restrictions of Crooked Creek Villages and establishing the rights and obligations of the Crooked Creek Villages Homeowners Association, Inc. (Declaration) was recorded on July 10, 1995 in the office of the Recorder of Marion County, Indiana as Instrument No. 95-0081280. Every Owner of a Lot in Crooked Creek Villages will automatically be and become a member of the Crooked Creek Villages Homeowners Association. Every Owner will be required to pay all duly established annual and special assessments, including temporary assessments in the event that the annual assessment is not timely established. All unpaid assessments will become a lien on the Owner's Lot, which may be foreclosed pursuant to the procedures established in the Declaration. No Owner may exempt himself or herself from the obligation to pay assessments by abandoning the Lot, the common areas or otherwise. If a conflict exists between the covenants contained in this Plat and those of the Declaration, the covenants in the Declaration shall prevail, except as to attached garages for which these plat covenants shall prevail.

In the event that the Declaration is invalidated for any reason, every Owner nevertheless assumes a responsibility for a pro-rata portion of all common expenses, including landscaping, maintenance, taxes, insurance, legal, accounting, and management fees and reserves for replacements and contingencies as a member of the Homeowners Association, for regular annual assessments and for special assessments, and a lien shall attach upon the Lot owned by an Owner for such assessments. Further, an Owner who fails or refuses to pay such common expenses and assessments on a timely basis shall incur a late charge determined by the Board of up to ten percent of the unpaid assessment plus interest of one and three fourths percent per month beginning thirty days after the date due, plus costs and attorney fees incurred in

collection.

IN WITNESS WHEREOF, the undersigned, being duly authorized as aggregate owners of the Real Estate, have hereunto executed these Plat Covenants and Restrictions as of the 8<sup>th</sup> day of July, 1998.

L.D.G., Inc.

STARK DEVELOPMENT CORPORATION

By: [Signature]  
R.N. Thompson, President

By: [Signature]  
B.A. Gunstra, Vice President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, personally appeared R.N. Thompson, President of L.D.G., Inc., an Indiana corporation, and acknowledged the execution of the foregoing Plat Covenants and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8<sup>th</sup> day of JULY, 1998

[Signature]  
Notary Public  
JUDY K. KIEMEYER  
Printed



My Commission Expires: APRIL 8, 2008 My County of Residence: MARION

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, personally appeared B.A. Gunstra, Vice President of Stark Development Corporation, a corporation organized and existing under the laws of the State of Indiana, and acknowledged the execution of the foregoing Plat Covenants and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9<sup>th</sup> day of July, 1998.

[Signature]  
Notary Public  
Pamela J. Smith  
Printed

My Commission Expires: 7-1-2000 My County of Residence: Marion

This instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600



**Land Description**  
**Crooked Creek Villages East Section 4**

Part of the North Half of Section 32, Township 17 North, Range 3 East of the Second Principal Meridian, Pike Township, Marion County, Indiana, and being a part of the land shown on a survey by Evergreen Planners, Inc. dated June 6, 1991, revised May 4, 1992 and recorded on November 13, 1992 as Instrument No. 92-152259 in the office of the Marion County Recorder and being more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 32;  
thence South 89 degrees 53 minutes 02 seconds East (bearings are based upon above said survey by Evergreen Planners, Inc.), along the South line of said Northeast Quarter a distance of 2685.64 feet to the center of said Section 32, said point also being the Point of Beginning of this description.  
thence North 01 degrees 11 minutes 32 seconds East along the East line of said Northwest Quarter 380.15 feet;  
thence North 59 degrees 41 minutes 40 seconds West 342.20 feet;  
thence South 37 degrees 58 minutes 45 seconds West 345.99 feet;  
thence North 55 degrees 00 minutes 00 seconds West 112.66 feet;  
thence North 56 degrees 08 minutes 45 seconds West 50.01 feet;  
thence North 55 degrees 00 minutes 00 seconds West 125.86 feet;  
thence North 40 degrees 00 minutes 00 seconds East 133.58 feet ;  
thence South 50 degrees 00 minutes 00 seconds East 22.00 feet;  
thence North 40 degrees 00 minutes 00 seconds East 125.00 feet;  
thence North 50 degrees 00 minutes 00 seconds West 38.04 feet;  
thence North 37 degrees 58 minutes 45 seconds East 193.99 feet;  
thence North 32 degrees 16 minutes 06 seconds East 50.25 feet;  
thence North 37 degrees 58 minutes 45 seconds East 115.00 feet;  
thence North 13 degrees 32 minutes 14 seconds West 88.38 feet;  
thence North 32 degrees 22 minutes 40 seconds East 16.72 feet;  
thence North 84 degrees 04 minutes 57 seconds East 55.32 feet;  
thence South 89 degrees 43 minutes 00 seconds East 110.00 feet;  
thence North 00 degrees 17 minutes 00 seconds East 113.05 feet;  
thence North 01 degrees 11 minutes 40 seconds East 50.01 feet;  
thence North 00 degrees 17 minutes 00 seconds East 125.00 feet to a point on the North line of the Southeast Quarter of said Northwest Quarter;  
thence South 89 degrees 43 minutes 00 seconds East along said North line 238.66 feet to the Northeast corner of the Southeast Quarter of said Northwest Quarter;  
thence South 89 degrees 47 minutes 14 seconds East along the North line of the Southwest Quarter of the Northeast Quarter of said Section 32 a distance of 1190.20 feet;  
thence South 19 degrees 11 minutes 33 seconds East 116.62 feet;  
thence North 89 degrees 47 minutes 14 seconds West 290.55 feet to a tangent curve to the left and from which the radius point bears South 00 degrees 12 minutes 46 seconds West;  
thence Westerly and Southerly along said curve an arc distance of 1185.85 feet to a point from which the radius point bears South 80 degrees 11 minutes 40 seconds East, said curve having a radius of 845.00 feet and being subtended by a chord of S 50 degrees 00 minutes 33 seconds West 1090.90 feet;

thence South 09 degrees 48 minutes 20 seconds West 364.51 feet to a tangent curve to the left and from which the radius point bears South 80 degrees 11 minutes 40 seconds East;  
thence Southerly along said curve an arc distance of 127.03 feet to a point from which the radius point bears South 88 degrees 48 minutes 28 seconds East, said curve having a radius of 845.00 feet and being subtended by a chord of South 05 degrees 29 minutes 56 seconds West 126.91 feet;  
thence South 01 degrees 11 minutes 32 seconds West 31.25 feet to a point on the South line of the Northeast Quarter of said Section 32;  
thence North 89 degrees 53 minutes 02 seconds West along said South line 55.01 feet to the Point of Beginning of this description and containing 18.45 acres more or less.

Subject to an Electric Transmission Line Easement in favor of Indianapolis Power and Light Company, recorded in Deed Record Book 218 page 565 and in Deed Record Book 219 page 537 in the Office of the Marion County Recorder and all other legal easements and rights of way of record.

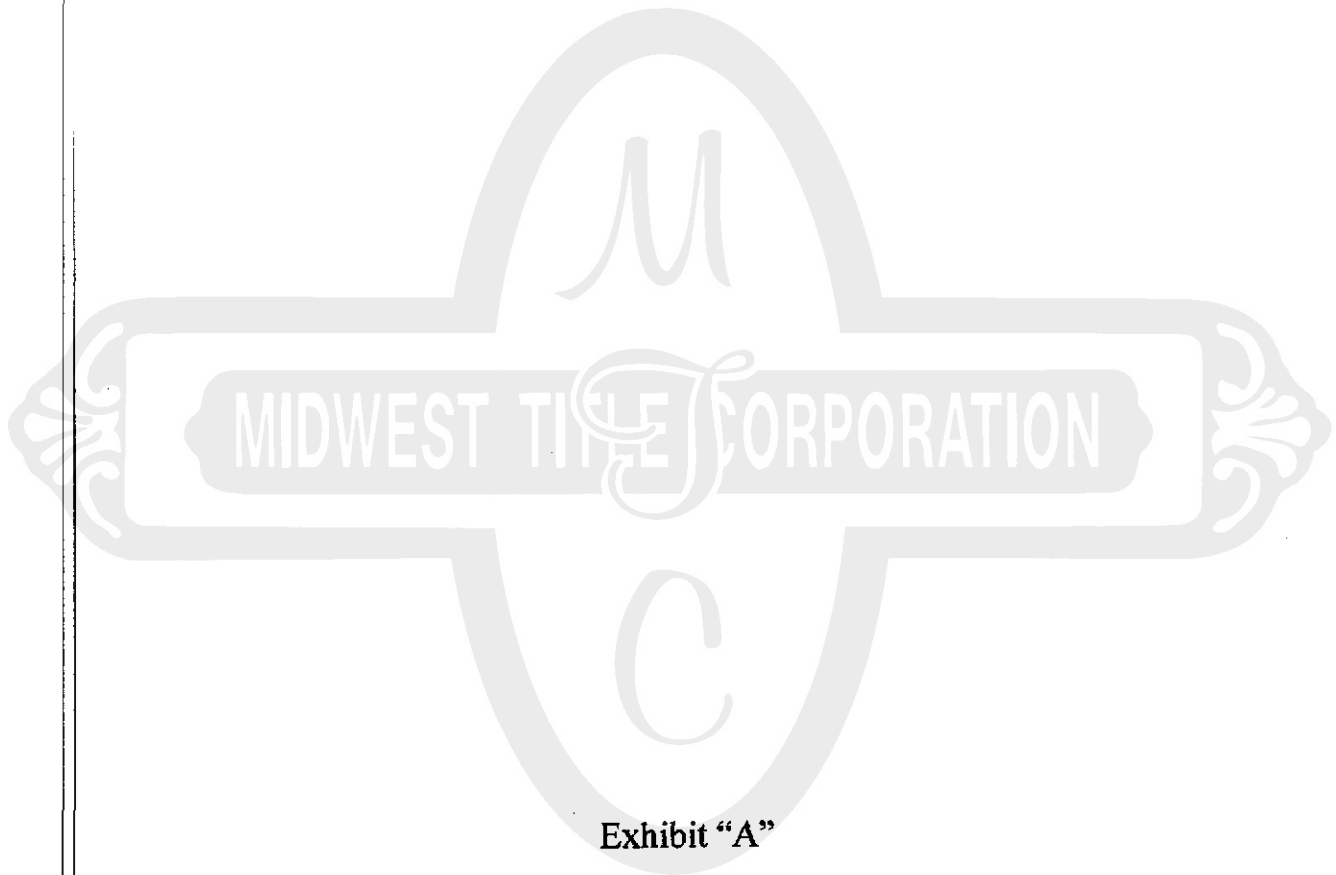
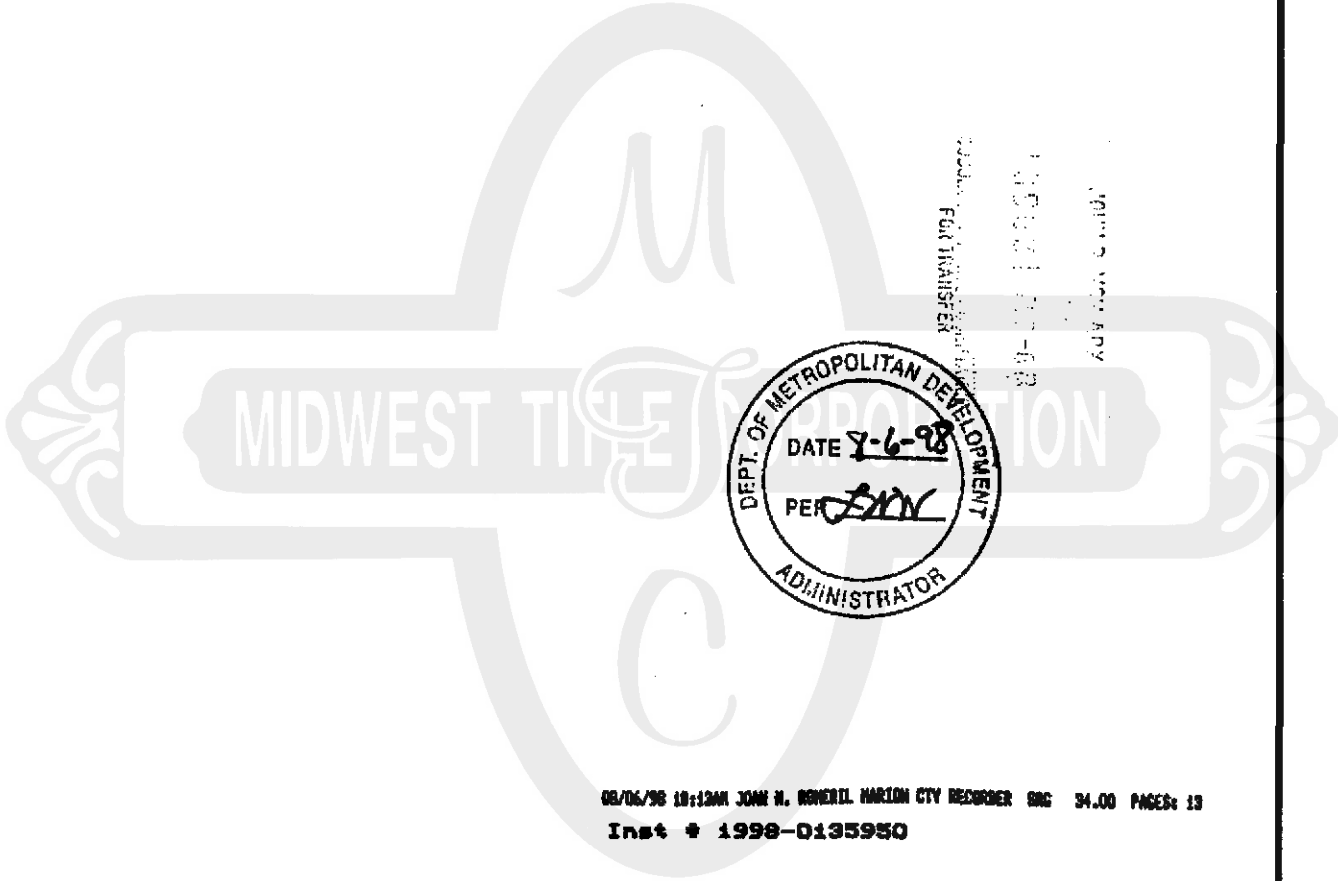


Exhibit "A"

APPROVED THIS 31  
DAY OF JULY 19 98  
LEEDS COUNTY ASSESSOR  
Douglas Hart DRAFTSMAN

(B)

Plat Covenants and Restrictions  
of Crooked Creek Villages East, Section 5  
Pike Township, Marion County, Indiana



**PLAT COVENANTS AND RESTRICTIONS  
OF CROOKED CREEK VILLAGES EAST, SECTION 5**

The undersigned, L.D.G., Inc., an Indiana Corporation and Stark Development Corporation, an Indiana Corporation, d/b/a Crooked Creek Joint Venture (collectively referred to herein as the "Developer"), owner of the real estate shown and described in the Plat of this Subdivision (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 the Plat. This Subdivision shall be known and designated as Crooked Creek Villages East, Section 5, an addition in Marion County, Indiana, containing 84 Lots, consisting of Lots 231 through 314 inclusive, plus Blocks "D" and "E".

**NOTICE:** Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Architectural Control Committee as defined herein. Such approval shall include but not be limited to: building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Crooked Creek Villages Design Guidelines.

In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration of Covenants, Conditions and Restrictions for Crooked Creek Villages which was recorded on July 10, 1995 as Instrument No. 95-0081280 in the Office of the Recorder of Marion County (the "Declaration"), are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the anyone at any time owning or using any part or portion of such land and shall run with the Real Estate.

1. **EASEMENTS.** Lots are subject to the following Drainage Easements, Utility Easements, Sewer Easements, and Landscape Easements, either separately or in combination, as shown on the Plat, which easements are reserved for the use of the Declarant, the Crooked Creek Villages Homeowners Association (hereinafter referred to as the "Association"), and public or private utility companies and governmental agencies, as follows:

"Drainage Easements" are created as shown on the Plat to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or the public or private drainage system. Under no circumstances shall drainage easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner, without the prior approval of the Architectural Control Committee and the governmental authority having jurisdiction over drainage. Drainage easements 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 Declarant, its successors or assigns.

"Utility Easements" are hereby created as shown on the Plat for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures, as well as for the uses specified for sewer easements. No above ground utilities may be installed without the prior written consent of the Architectural Control Committee.

"Sewer Easements" are hereby created as shown on the Plat for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system serving Crooked Creek Villages. Sewer

Easements shall only be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks. Sewer Easements are a part of the Utility Easements.

"Landscape Easements" are for the use and benefit of the Developer and the Homeowners Association for planting, fertilizing, cutting or trimming, and otherwise maintaining trees, shrubs, flowers, grass, walls, fences, mounds and other landscaping, including the installation, use and maintenance of a water sprinkling system, at the sole discretion of the Developer prior to the sale of the last lot in Crooked Creek Villages and thereafter at the sole discretion of the Homeowners Association.

The delineation of the Drainage Easement and Utility 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 upon Landscape, Drainage, Utility, or Sewer Easements by any Owner or any other person or entity without the prior approval of the Architectural Control Committee.

The Developer and/or Builder(s) approved by the Developer shall retain the right to display marketing and promotional signs within this subdivision until the sale of the last lot in the Crooked Creek Villages Community (including Sections not yet platted) owned by either the Developer or the Builder(s).

The owners of lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities, and to the covenants herein granted and reserved.

2. **DRAINAGE PLAN.** It shall be the responsibility of the owner of any Lot to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

It shall be the duty of every Lot Owner in the Subdivision, on which any part of an open drainage ditch or swale is situated, to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair so that the surface water drainage will be unimpaired.

Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

3. **DEDICATION OF STREETS.** 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 use as a public right-of-way.

4. LOCATION, MINIMUM LIVING AREA, AND DENSITY OF RESIDENCES. The Real Estate, and all construction thereon and all use thereof, will conform to the D-5 classification of the Dwelling District Zoning Ordinance of Marion County, Indiana (Zoning Ordinance), except for any variance in dimensional standards granted and except as upgraded by any provision of these Plat Covenants or the Declaration of Covenants and Restrictions. Set back lines shall meet the requirements for classification D-5 of the Zoning Ordinance, as amended from time to time, except as otherwise depicted on the plat.

Every dwelling shall have a minimum total floor area of one thousand three hundred (1,300) square feet, exclusive of garage, basement and open porches. A dwelling which is greater than one story shall have a minimum of six hundred sixty (660) square feet on the first floor, exclusive of garage, basement and open porches, with a minimum total square footage of one thousand three hundred (1,300) square feet.

No part of any structure (except an open porch or eave or cornice overhang not exceeding two feet) shall be built closer than twenty five (25) feet from any existing right-of-way line of any street or cul-de-sac. Each Lot shall maintain a minimum rear yard of twenty (20) feet. Each Lot shall maintain a minimum total side yard of ten (10) feet, with a minimum of four (4) feet on each side of the residence. Other exceptions to these standard set back requirements may be imposed, as shown on the plat.

5. GARAGES. All residences are required to have an attached garage which will accommodate two or more automobiles.

6. HARD SURFACE DRIVEWAY. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a Lot other than the existing driveway.

7. LIMITATION ON VEHICLES. No inoperative or unlicensed vehicles shall be parked or repaired anywhere within the Subdivision, including on any Lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Subdivision, including on any Lot or on the driveway thereof, except:

a. Personal automobiles, vans and pick-up trucks (not larger than 3/4 ton) may, subject to rules and regulations to be established in the Declaration or by the Crooked Creek Villages Board of Directors, be parked on a private driveway, and

b. A camper, trailer, mobile home, or boat may be stored only in an enclosed attached garage of average residential proportions, and

c. The Crooked Creek Villages Board of Directors may establish rules prohibiting or regulating parking on the public streets within the Subdivision.

8. RESIDENTIAL USE ONLY. All Lots in this Subdivision shall be used solely for residential purposes, except for model homes used during the sale and development of this Subdivision. 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 thirty five feet in height. 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.

9. TEMPORARY RESIDENCES PROHIBITED. No tent, boat, trailer, shack, garage or outbuilding may be used at any time as a residence, temporary or permanent, and no residence may be occupied until substantial completion. No structure of a temporary character may be constructed or maintained upon any Lot, except a structure used by a builder during the construction of a

residence, with the written approval of the Developer, which temporary construction structure shall be promptly removed upon completion of construction of the residence.

10. LIMITATIONS REGARDING TRASH. Garbage and trash shall be kept in approved containers, kept in a clean and sanitary condition, and kept in a location which is not visible from the street, except on collection day. No Lot shall be used or maintained as a dumping ground for rubbish or other waste materials and trash shall be regularly removed from the Property.

11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No structure or improvement--including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antennae, patios and permanent structures for sports and recreation--shall be erected, placed or altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by the Architectural and Environmental Control Committee (Committee), regarding conformity and harmony of external design, topography, and finished ground elevations. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall also be approved in advance by the Committee.

(a) The Committee will be composed of three or more members. All members of the Committee, including replacement members, will be appointed by and will serve at the will of the Developer, until the first to occur of the following:

(1) The day after the Developer transfers title to the last Lot of Crooked Creek Villages East Section 4 and any other Sections of Crooked Creek Villages which may be platted, or

(2) 30 days after Developer notifies the Lot owners of its intention to transfer authority for Architectural Control to the Owners.

UNTIL SUCH TIME, THE DEVELOPER SHALL HAVE COMPLETE AUTHORITY AND CONTROL OVER ARCHITECTURAL AND ENVIRONMENTAL DESIGN. The Developer may elect to transfer authority over improvements to existing homes to a Committee of Homeowners, while retaining Architectural Control authority over new home construction and design. During the time that the Developer has Architectural Control, a majority of the Committee members may designate a representative to evaluate and approve specific applications, so that the Committee is not required to meet to review each application.

(b) Under no circumstances shall approval of the Architectural and Environmental Control Committee be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the Committee that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

(c) Within thirty days after the Developer notifies the Owners of the sale of its last Lot or of its intention to transfer authority for Architectural Control to the Owners, the Board of Directors of the Crooked Creek Villages Homeowners Association, Inc., shall appoint three or more Lot Owners to serve on the Crooked Creek Villages Architectural and Environmental Control Committee.

(d) The Committee's approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not

received from the Committee within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee and the application meets the current Design Guidelines, it shall be deemed that the Committee has approved the presented plan.

(e) The Committee and/or the Board of Directors of the Homeowners Association shall have the right and authority to require the removal of any improvement which has been made without receiving the approval of the Committee, including injunctive relief, and may also recover damages, reasonable attorney fees, and costs.

(f) The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Subdivision, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Subdivision and the other Lot owners.

(g) No member of the Committee or their designated representatives, who are either appointed by the Declarant or are Homeowners within the community, will be entitled to any compensation for services performed on behalf of the Committee.

12. INTERSECTION SITE LINE REQUIREMENTS. No fence, wall, hedge, shrub or 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 the 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 distances of any intersection unless the foliage line is maintained at sufficient minimum or maximum height to prevent obstruction of the sight line.

13. SIGN LIMITATIONS. No sign of any kind shall be displayed to the public view on any Lot, without the specific approval of the Board, except that:

(a) Owners may display, on their Lot, one sign of not more than 45 inches in height and 36 inches in width for the purpose of advertising the property for sale or rent, and

(b) The Developer and Builders may use larger signs during the sale and development of this subdivision.

14. PERMITTED ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision, shall be confined to the owner's premises, and shall not be permitted to create a nuisance. In addition, the Association shall have the authority and right to establish rules and limitations upon the number of domestic animals kept or maintained on any lot and restrictions upon nuisances created or contributed to by any such animals.

15. NUISANCES. No noxious or offensive activity or trade shall be permitted on any Lot or elsewhere within this Subdivision nor shall anything be done which may become a nuisance, annoyance or health or safety risk to



other Owners. Included within this restriction upon nuisances are excessive or obnoxious noise, odor, light or appearance.

16. **RETENTION LAKES.** One or more water retention areas, "Retention Lakes" or "Lake", may appear on the Plat for this Subdivision. Such Retention Lakes shall be identified as a "Block" and shall be for the purpose of accepting and storing storm water and drainage from the Real Estate and its surrounding areas. Neither the Developer nor the Association shall be responsible for assuring or maintaining any minimum or maximum level of water in such areas. The level of water in the Retention Lakes shall largely result from weather conditions and changes. The Retention Lakes shall be titled in the Association's name. The Association shall be obligated to maintain any such Lake and shall control access and recreational use thereof. Basements shall exist around these Lake(s) for ingress and egress for inspection and maintenance by the Association and by the Department of Public Works.

17. **LIMITATION ON TIME TO BUILD.** Any party other than the Developer who secures title to a Lot in this Subdivision agrees to complete construction of a single family residence within one (1) year from the date construction commences on said Lot. Failure to honor this requirement shall give the Developer an Option to Purchase said Lot and any improvements thereon for cash at an appraised price, as hereinafter described, exercisable by written notice (the "written notice"), at any time after the expiration of the aforesaid one (1) year period. After the written notice is received by the Lot Owner, the Lot Owner shall not be entitled to reimbursement or credit for further improvements to the Lot.

If the Lot Owner and the Developer are unable to agree upon a price for the Lot and improvements within ten days of the date of written notice from the Developer, the Lot Owner and the Developer agree to submit the question of value to an independent appraiser and be bound such valuation as follows:

- (a) An appraiser appointed by the Lot Owner and an appraiser appointed by the Developer shall select an independent, qualified appraiser, who shall determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice, and the appraisers appointed by the parties shall have five days to select the appraiser who will perform the appraisal.
- (b) The appraisal shall be completed within twenty-five (25) days of the date of selection, and a copy of the appraiser's written report shall be furnished to each of the parties within five (5) days thereafter. Each party shall pay one-half (1/2) of the cost of this appraisal and shall be conclusively bound by the appraiser's determination.
- (c) The purchase price shall be the fair market value of the real estate and improvements as established by the appraiser. The Appraiser shall consider, in establishing fair market value, the cost to complete the house as originally approved, the reasonable and ordinary costs of sale, and interest on Developer's investment during an anticipated period for completion of the residence and time for sale.
- (d) The Developer shall make payment in cash to the Lot Owner within fifteen (15) days of the date of receipt of the appraisal report, in exchange for a warranty deed and a lien waiver from any contractor, subcontractor or other party who has furnished materials or performed work upon the property within the past

ninety (90) days. In the event that any party fails to perform within the time permitted herein, a Judge of the Marion County Superior Court may appoint a Commissioner to act on said person's behalf and shall obtain jurisdiction to supervise the timely and equitable completion of this purchase.

18. SODDING OF YARDS. The general contractor who is building a residence on any Lot is put on notice of the obligation to sod the front yard of each residence to the rear line of the house, to be completed on or before the transfer of title of said Lot to the first occupant of such residence. Any exception as to method or timing of front yard treatment must be approved by the Developer in writing prior to closing. In the event that title passes to a homeowner without meeting the above requirements, the homeowner and general contractor will become jointly and individually responsible for meeting this requirement. In addition, a homeowner must establish a back yard, whether by seeding or by sodding, within one year of initial occupancy of the residence, and continually maintain the entire yard thereafter in an attractive appearance in conformity with the other yards in the community.

19. SWIMMING POOLS, HOT TUBS AND OTHER STRUCTURES. No above ground swimming pools shall be erected, constructed or installed on any Lot. Below ground pools, hot tubs, spas, jacuzzis or similar water recreational facilities may be installed with prior approval of the Committee. The Committee may consider lot size and available room on the lot for such facilities as one of its considerations. The Committee may impose a fencing requirement for such facilities which is greater than what is required by governmental entities.

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 minibarns may not be erected on any Lot. Other detached structures, including enclosures for approved swimming pools, hot tubs or spas and enclosures for pets, shall be limited (or prohibited) as determined by the Committee, and plans shall be submitted to the Committee for approval prior to construction. The Declaration and Design Guidelines shall be consulted for additional provisions relating to such structures.

20. MAINTENANCE. It shall be the duty of each owner in the subdivision to maintain the house and yard on their lot. This duty shall include keeping the landscaping and grass in good condition, attractive, and properly trimmed and to keep the lot free from weeds, dead trees and trash and in otherwise neat and attractive appearance. This duty shall also include the proper maintenance of the exterior of the house and any additional structures. In the event the owner of any lot fails to do so in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and/or the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such lot and the owner thereof, to be assessed, collected and enforced as provided for other assessments in the Declaration.

21. MISCELLANEOUS PROVISIONS.

a. Except as may be permitted by the Committee, window air conditioning units may not be installed on any lot.

b. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

c. No satellite receiving dish greater than one meter in diameter shall be erected or installed on any Lot, and satellite dishes of one meter in diameter or less still require the prior approval of the Committee as to appearance, location and screening.

d. Exposed antennae shall require approval by the Architectural Control Committee. Height shall not exceed five (5) feet above roof peak.

e. No fuel storage tanks shall be permitted on the Property, except during the initial construction of any home, and then only with the express written consent of the Developer.

f. Each residence shall have one mailbox, standardized in size, appearance and color, according to the Design Guides, and maintained in good condition at all times. The size, design and color shall be specified by the Committee and shall be purchased, installed and maintained by the Homeowner.

g. The discharge of firearms within Crooked Creek Villages, except for the protection of an individual from personal attack or injury, is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

22. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon 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 twenty (20) years after the date of recording hereof. After said 20 years, these 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 a majority of the then owners of the Lots in the Subdivision, it is agreed that the covenants and restrictions shall terminate in whole or in part; 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.

An affirmative vote of seventy percent (70%) of the Lot owners may amend these covenants in whole or in part. If Developer owns any Lots in any section of Crooked Creek Villages, no amendment to these covenants may be made without Developer's approval and consent. Any such amendment or termination shall be evidenced by a written instrument, signed by the Lot owner or owners concurring therein and signed and acknowledged by the President and Secretary of the Association, 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.

23. ENFORCEMENT. Violation or threatened violation of these covenants and restrictions shall be grounds for an action against the person or entity violating or threatening to violate any such covenants or restrictions by the

Developer, any person or entity having any right, title, interest or easement in the 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. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer or the Homeowners Association shall be liable for damages of any kind, to any person or entity, for enforcing or failing to enforce any covenants or restrictions.

24. SEVERABILITY. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one or combination of the Restrictions.

25. 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 contained in this plat other than those covenants, commitments, restrictions or 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 Dwelling Districts Zoning Ordinance of Marion County, Indiana, as amended, or any conditions attached to approval of this plat by the Plat Committee.

26. DECLARATION. A Declaration of Covenants and Restrictions of Crooked Creek Villages and establishing the rights and obligations of the Crooked Creek Villages Homeowners Association, Inc. (Declaration) was recorded on July 10, 1995 in the office of the Recorder of Marion County, Indiana as Instrument No. 95-0081280. Every Owner of a Lot in Crooked Creek Villages will automatically be and become a member of the Crooked Creek Villages Homeowners Association. Every Owner will be required to pay all duly established annual and special assessments, including temporary assessments in the event that the annual assessment is not timely established. All unpaid assessments will become a lien on the Owner's Lot, which may be foreclosed pursuant to the procedures established in the Declaration. No Owner may exempt himself or herself from the obligation to pay assessments by abandoning the Lot, the common areas or otherwise. If a conflict exists between the covenants contained in this Plat and those of the Declaration, the covenants in the Declaration shall prevail, except as to attached garages for which these plat covenants shall prevail.

In the event that the Declaration is invalidated for any reason, every Owner nevertheless assumes a responsibility for a pro-rata portion of all common expenses, including landscaping, maintenance, taxes, insurance, legal, accounting, and management fees and reserves for replacements and contingencies as a member of the Homeowners Association, for regular annual assessments and for special assessments, and a lien shall attach upon the Lot owned by an Owner for such assessments. Further, an Owner who fails or refuses to pay such common expenses and assessments on a timely basis shall incur a late charge determined by the Board of up to ten percent of the unpaid assessment plus interest of one and three fourths percent per month beginning thirty days after the date due, plus costs and attorney fees incurred in collection.

IN WITNESS WHEREOF, the undersigned, being duly authorized as aggregate owners of the Real Estate, have hereunto executed these Plat Covenants and Restrictions as of the 23<sup>rd</sup> day of July, 1998.

L.D.G., Inc.

STARK DEVELOPMENT CORPORATION

By: R.N. Thompson  
R.N. Thompson, President

By: B.A. Gunstra  
B.A. Gunstra, Vice President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, personally appeared R.N. Thompson, President of L.D.G., Inc., an Indiana corporation, and acknowledged the execution of the foregoing Plat Covenants and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 23<sup>rd</sup> day of July, 1998.

Judy K. Kiemeier  
Notary Public  
JUDY K. KIEMEYER  
Printed

My Commission Expires: April 8, 2008 My County of Residence: MARION

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, personally appeared B.A. Gunstra, Vice President of Stark Development Corporation, a corporation organized and existing under the laws of the State of Indiana, and acknowledged the execution of the foregoing Plat Covenants and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 23<sup>rd</sup> day of July, 1998.

Danella J. Smith  
Notary Public  
Danella J. Smith  
Printed

My Commission Expires: 7-1-2000 My County of Residence: Marion

This instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

**Land Description**  
**Crooked Creek Villages East Section 5**

Part of the Northwest Quarter of Section 32, Township 17 North, Range 3 East of the Second Principal Meridian, Pike Township, Marion County, Indiana, and being a part of the land shown on a survey by Evergreen Planners, Inc. dated June 6, 1991, revised May 4, 1992 and recorded on November 13, 1992 as Instrument No. 92-152259 in the Office of the Marion County Recorder and being more particularly described as follows;

Commencing at the Northwest corner of the Northwest Quarter of said Section 32;  
thence South 89 degrees 55 minutes 01 seconds East (bearings are based upon above said survey by Evergreen Planners, Inc.), along the North line of said Northwest Quarter 1340.82 feet to the Northeast corner of the Northwest Quarter of Said Northwest Quarter;  
thence South 89 degrees 32 minutes 57 seconds East along the North line of the Northeast Quarter of said Northwest Quarter 179.09 feet;  
thence South 01 degrees 16 minutes 40 seconds West 1334.93 feet to the North line of the South Half of the Northwest Quarter of said Section 32 and being also the POINT OF BEGINNING;  
thence South 89 degrees 43 minutes 00 seconds East along said North line a distance of 923.00 feet;  
thence South 00 degrees 17 minutes 00 seconds West 125.00 feet;  
thence South 01 degrees 11 minutes 40 seconds West 50.01 feet;  
thence South 00 degrees 17 minutes 00 seconds West 113.05 feet;  
thence North 89 degrees 43 minutes 00 seconds West 110.00 feet;  
thence South 84 degrees 04 minutes 57 seconds West 55.32 feet;  
thence South 32 degrees 22 minutes 40 seconds West 16.72 feet;  
thence South 13 degrees 32 minutes 14 seconds East 88.38 feet;  
thence South 37 degrees 58 minutes 45 seconds West 115.00 feet;  
thence South 32 degrees 16 minutes 06 seconds West 50.25 feet;  
thence South 37 degrees 58 minutes 45 seconds West 193.99 feet;  
thence South 50 degrees 00 minutes 00 seconds East 38.04 feet;  
thence South 40 degrees 00 minutes 00 seconds West 125.00 feet;  
thence North 50 degrees 00 minutes 00 seconds West 22.00 feet;  
thence South 40 degrees 00 minutes 00 seconds West 160.00 feet;  
thence North 56 degrees 20 minutes 25 seconds West 181.11 feet;  
thence South 84 degrees 38 minutes 44 seconds West 122.29 feet;  
thence North 35 degrees 00 minutes 00 seconds West 302.06 feet;  
thence North 50 degrees 24 minutes 01 seconds West 179.95 feet;  
thence North 60 degrees 00 minutes 00 seconds West 239.53 feet to a non-tangent curve to the right from which the radius point bears South 56 degrees 05 minutes 47 seconds East;  
thence Northeasterly along said curve an arc distance of 23.24 feet to a point from which the radius point bears South 47 degrees 55 minutes 08 seconds East and having a radius of 162.83 feet and being subtended by a chord of South 37 degrees 59 minutes 32 seconds West 23.22 feet;  
thence North 47 degrees 55 minutes 08 seconds West 50.00 feet to a non-tangent curve to the right from which the radius point bears North 47 degrees 55 minutes 08 seconds West;

thence Southwesterly along said curve an arc distance of 35.14 feet to a point from which the radius point bears North 35 degrees 33 minutes 15 seconds West and having a radius of 162.83 feet and being subtended by a chord of North 48 degrees 15 minutes 48 seconds East 35.07 feet;  
thence North 26 degrees 30 minutes 00 seconds West 294.76 feet;  
thence North 24 degrees 38 minutes 16 seconds West 54.78 feet;  
thence South 89 degrees 13 minutes 26 seconds East 526.40 feet;  
thence North 85 degrees 42 minutes 22 seconds East 89.50 feet to the Point of Beginning and containing 19.376 acres more or less.

Subject to all legal easements and rights of way of record.

