

Covenants

For

Crooked Stick West Sec. 1

6

Hamilton County

20.00
 (6)

199909944598
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L CLARK
 On 07-28-1999 At 01:09 pm.
 AMEND DECL 20.00

AMENDED

PROTECTIVE COVENANTS OF THE CROOKED STICK
WEST ASSOCIATION OF HAMILTON CO., INC.

The undersigned, owners of the above described real estate, hereby certify that they do lay off, plat, and subdivide the same in accordance with the plat and certificate duly recorded with the Hamilton County Recorder on or about October 20, 1993 as Document No. 9351225.

This subdivision shall be known and designated as "Crooked Stick West, First Section," an addition in Hamilton County, Indiana.

The streets, if not heretofore dedicated, are hereby dedicated to the public.

All lots in this subdivision and all improvements thereon shall be classified as, and shall conform to the requirements specified for, a 51 Residence District to the Zoning Ordinance of Carmel, Indiana -1959, as amended, but wherever the requirements of such classifications are inconsistent with or exceeded by the following provisions hereof, the following provisions shall govern.

There are strips of ground 10 & 20 feet in width as shown on this plat and marked drainage and utility strips which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject, at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title, subject to the rights of the public utilities, said rights also including the right of ingress, and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat between which lines and the property lines of the streets, shall be erected or maintained no building or structure. No structure shall be constructed that does not provide a 30 foot rear yard.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must

be approved by the Building Committee where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single family dwelling not to exceed two and one-half stories in height, and private garage for not more than 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1900 sq. ft. in the case of a one-story structure, nor less than 1200 sq. ft. in the case of a multiple story structure, provided no structure of more than one-story shall have less than an aggregate of 2000 sq. ft. of finished and livable floor area.

No hotel, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No boat, trailer, motor home, or camper of any kind (including but not limited to, house trailers, camping trailers, or boat trailers), or any disabled vehicle shall be kept or parked on any lot for more than 14 days except within a garage or other approved structure. Commercial vehicles and trailers must be parked in a garage when not in use.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No outside kennels or pens to be used for house pets.

No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.

No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair

and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line.

No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lots herein except as approved by said health authority.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 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 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 10 feet

from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No above-ground swimming pools shall be permitted on any lot within the subdivision.

The owner of any lot shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lots or improvements situated thereon from becoming unsightly and, specifically, such owner shall:

- a. Mow the lot at such times as may be reasonably required to prevent the unsightly growth of vegetation and noxious weeds;
- b. Remove all debris and rubbish;
- c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate;
- d. Cut down and remove unsightly dead trees and limbs;
- e. Where applicable, prevent debris and foreign material from entering drainage areas and remove said material and debris from drainage areas; and,
- f. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid an unsightly appearance.

All clothes lines, equipment, garbage cans, and storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash, and garbage stored outside of any residence shall be regularly removed from the premises and shall not be allowed to accumulate therein. Firewood piles shall be kept neat and unobtrusive.

All garages shall be enclosed garages. There shall be no carports, in lieu of garages. Garage entrance shall be so located as not to face front lot lines or be visible from the street in front of the dwelling.

There exists, under the laws of the State of Indiana, a not-for-profit corporation to be known as The Crooked Stick West Association of Hamilton Co., Inc. (the "Association"). Every owner of a residential lot in the subdivision shall be a member of the Association. All owners of the lots within the subdivision shall be subject to all the requirements and limitations imposed in these restrictions. Each owner shall be entitled to one vote for each lot owned. When more than one person owns a lot, the vote for such lot shall be exercised as agreed by the owners of that lot, but in no event shall such vote be split into fractional shares nor shall more than one vote be cast with respect to any lot.

The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the subdivision. Such charge shall be at least One Hundred Dollars (\$100.00) per year for each residential lot in the subdivision. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than One Hundred Dollars (\$100.00). However, the increase or decrease in the annual charge or assessment against the lots within the subdivision, if any, by the Association shall not exceed twenty-five dollars (\$25.00).

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until August 1, 2009, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless, by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change such covenants in whole or in part.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

This instrument prepared by:
Vincent P. Johnson

THE BOARD OF DIRECTORS OF THE
CROOKED STICK WEST ASSOCIATION
OF HAMILTON CO., INC.

By: *Vincent P. Johnson*
Vincent P. Johnson, President

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

WITNESS my signature and seal this 28 day of July, 1999
My Commission Expires: 28 July 2006

Judith A Stout
Notary Public *Judith A Stout*
Exp 28 July 2006
Residence The creek Co.

