The undersigned, L.H.G., Inc., an Indiana corporation (the "developer"), owner of the real estate shown and described in this plat (the "Real Estate"), hereby reserves the right to have laid out, planned and subdivided, and do hereby lay out, plan and subdivide said real estate in accordance with this plat. This Subdivision shall be known and designated as Crandon Creek Heights, Section 25, consisting of Lots 576-579, inclusive, an addition in Marion County, Indiana.

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

1. There are areas of ground on this plat marked "Utility Easements" and "Drainage Easements," either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utilities companies (not including transportation companies), and governmental agencies for access to and installation, maintenance, repair or removal of poles, poles, poles, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for the use of Developers during the development of the Subdivision for access to and for the installation, repair or removal of a drainage system either by surface drainage or by an appropriate underground installation, for the Real Estate and adjoining property and for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in this Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unobstructed. The dedication of the Utility Easement and Drainage Easements' 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 such easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Utility Easements and Drainage Easements heretofore created and reserved.

2. The right-of-way of the streets as shown on this plat, if not herefore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

3. The widths of lots at the set back lines and lot size are determined by reference to this plat. The side yard clearances are in accord with the existing D-3 zoning classification in Marion County, Indiana. No building or structure shall be erected or maintained between said setback lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected having an aggregate side yard requirement of more than 15 feet, with such lot contiguous lots used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.

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

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

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

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

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

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

10. Architectural Design and Environmental Control: No building, fence, wall, or other structure shall be erected, placed and altered on any lot, lot in this Subdivision until the building plans, specifications and plat plans showing the location of such structure shall have been approved as to conformity and layout by an Architectural and Environmental Control Committee. The destruction of trees and vegetation and any other change in any feature or characteristic of the "Crandon Creek Heights" area shall be the proper concern of the Committee. This Committee shall be composed of the undersigned names of the developers described real estate, or by their respective representatives. The Committee's approval, or disapproval, as the case may be in this connection shall be in writing. In the event that said written notice is not received from the Committee within 14 days from the date of submission, it shall be deemed that the Committee had approved the proposed plan. All owners of lots, or their successors in interest, are hereby made aware that any structure not meeting the requirements established by this plat shall be removed at owners expense.

11. No lot may be sold, conveyed, assigned, transferred or otherwise disposed of except to the heirs, devisees, assigns or transferees of the seller, or to the owner of a lot contiguous thereto, subject to the restrictions and covenants herein set forth. No such conveyance or assignment shall be valid unless and until satisfactory evidence of title thereto, subject to the restrictions and covenants herein set forth, shall be furnished to the owner of the lot to which the same is to be conveyed.
11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting points twenty-five (25) feet from the intersection of the street property line, and on the line of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such instances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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

13. No farm animals, tools or detached animal shelters for commercial purposes shall be kept or permitted on any lot or lots in this Subdivision. No nuisance, unlawful, or offensive activity shall be conducted on any lot or in this Subdivision; nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

14. The areas designated on the plat as landscape easements or landscape and utility easements shall be maintained as respects the landscape and scenic view of the lots on which such easements are located. If the property owners within all of the sections of the subdivision create a homeowners association to which three percent (3%) of the owners in the subdivision belong and in that event the maintenance responsibilities hereinafter mentioned shall instead be that of the homeowners association. However, in the absence of a homeowners association the maintenance responsibilities herein mentioned shall be that of the owners of such easements.

15. 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 all persons or entities having any right, title or interest in a lot in the Subdivision and all persons or entities claiming under them, until 30 years after date of recording hereof, in which case said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in the Subdivision it is agreed that said covenants and restrictions shall terminate in entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement heretofore created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such termination shall be accomplished by a written instrument, signed and acknowledged by the lot owner or owners conversing therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

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

17. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenant, commitment or other restrictions contained in this plat other than those covenants, commitments or restrictions that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to restrict the Metropolitan Development Commission from enforcing any violation of the standards of the plat as herein contained. 58:08:0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

I WITNESS WHEREOF, the undersigned developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this day of 1967.

L.D.G., INC.

By: ____________________________

Printed Name: Robert R. Thompson
Title: President

Printed Name: John V. Whitlock
Title: Secretary

State of Indiana
County of Marion

Before me, a Notary Public in and for the State of Indiana, personally appeared Robert R. Thompson and John V. Whitlock, respectively, the President and Secretary of L.D.G., INC., an Indiana corporation, and acknowledge the execution of this instrument in their voluntary act and deed as such officers on behalf of such corporation for the use and purposes hereinafter set forth.

Witness my hand and Notarial Seal this day of________________________, 1967.

Judy D. Sawler
Notary Public

April 6, 1967

This instrument prepared by: Raymond Good
SIGNED: GOOD & GULY
144 S. Delaware Street
Indianapolis, Indiana 46204
(317) 636-4500
L253757/15/67

Evergreenc Development Corporation