The undersigned, H AND W DEVELOPMENT COMPANY, an Indiana general partnership and H. JAY SABLES and RICHARD A. SIGAS, as Trustees, owners of the real estate described in the plat of CROOKED CREEK HEIGHTS, do hereby lay off, plat and subdivide the same in accordance with the plat and description. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat.

1. The foregoing plat shall be known and designated as CROOKED CREEK HEIGHTS.

2. Streets if not heretofore dedicated, are hereby dedicated to the public.

3. All numbered lots in this addition are reserved for residential purposes.

4. There are building lines as shown on the plat and no structure or part thereof shall be erected or maintained between such building lines and the property lines of any street.

5. Not more than one building shall be erected or used for residential purposes on any lot in this addition. 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 within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines. The same sight line limitation shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

6. No trailer, shack, shed, tent or temporary building shall be used for temporary or permanent residence on any lot in this addition, and any garage, tool shed or detached storage building erected or used accessory to a residence in this addition, shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

7. There are strips of ground as shown on the plat marked "Drainage and/or Utility Easements" which are reserved as easements for the use of the municipality in which this addition is located, and public utility companies, for the installation, maintenance, use, repair, and removal of sewers, water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incidental to the common welfare and the use and occupancy of residential purposes of the houses to be erected in this addition. No building or other structure except as herein provided for shall be erected or maintained upon, over, under or across any such utility strip for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.

8. No residence shall be constructed nearer to any side property line than the minimum required by the Marion County Zoning Ordinance. No residence shall be erected on any lot herein having a ground floor area of less than 1200 square feet in the case of a one story structure, or 900 square feet in the case of a two story structure, or 900 square feet in the case of a three story structure, provided that a dwelling other than a two story, consisting of separate levels, shall have no less than a total of 1200 square feet floor area, exclusive of open porches and garages, in all cases. The same total of 1200 square feet shall also apply to a two story residence. Each residence shall have at least a two car, attached or intergrally designed, garage.

9. The right to enforce the foregoing provisions, restrictions and covenants both to prevent the violation thereof and to recover damages, is hereby dedicated and reserved to the owners of lots in this addition, their heirs or assigns, and shall be and continue in full force and effect for a period of 30 years from the date hereof, and may be continued for successive periods of 10 years each by a vote of the then owners of 2/3 majority of the total area of this addition. Violation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The Metropolitan Development Commission shall have the right of enforcements of the foregoing covenants.

10. The restrictions, limitations, and covenants herein contained constitute all such restrictions, limitations and covenants imposed upon the land by the undersigned and supercede, replace and void any such restrictions, limitations and covenants, verbal or written, which may have been proposed or written, which may have proposed or imposed prior to the date hereof by the undersigned or its agents.
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in witness whereof, the owners have executed this plat as

of this 27 day of May, 1980.

h and w development company

by: heights development corp.,

its general partner

by

joseph f. sexton, president

by

waldemar management company, inc.

its general partner

by

thomas l. hefner, vice

president

"m. j. sarles, as trustee"

by

lawrence s. hershoff, attorney-

in-fact

"richard a. zigas, as trustee"

by

lawrence s. hershoff, attorney-

in-fact

state of indiana

county of marion

before me, a notary public, in and for said county and

state, personally appeared joseph f. sexton and thomas l.

hefner, known to me to be the president of heights development

corp. and vice president of walademar management company, inc.,

respectively, the general partners of h and w development

company, who acknowledge the execution of the foregoing for and

on behalf of h and w development company.

witness my hand and notarial seal this 27 day of may,

1980.


notary public

notary public - printed signature

my commission expires:

state of rhode island

county of residence

before me, a notary public in and for said county and

state, personally appeared lawrence s. hershoff, personally

know to me to be the attorney-in-fact for m. jay sarles and

richard a. zigas, as trustees, who acknowledged the execution of

the foregoing for and on behalf of said trustees.

witness my hand and notarial seal this 27 day of may,

1980.

notary public

notary public - printed signature

my commission expires:
The undersigned, H AND W DEVELOPMENT COMPANY, an Indiana general partnership and H. JAY SARICK and RICHARD A. ZIGAS, as Trustees, owners of the real estate described in the plat of CROOKED CREEK HEIGHTS, do hereby lay off, plat and subdivide the same in accordance with the plat and description. The following restrictions, limitations and covenants are hereby imposed upon the land contained in such plat:

1. The foregoing plat shall be known and designated as CROOKED CREEK HEIGHTS.

2. Streets if not heretofore dedicated, are hereby dedicated to the public.

3. All numbered lots in this addition are reserved for residential purposes.

4. There are building lines as shown on the plat and no structure or part thereof shall be erected on or maintained in such building lines and the property lines of any street.

5. No more than one building shall be erected or used for residential purposes on any lot in this addition. 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 within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines. 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. No tree shall be permitted to remain within such distances unless the landscape is maintained at sufficient height to prevent obstruction of sight lines.

6. No trailer, shack, shed, tent or temporary building shall be used for temporary or permanent residence on any lot in this addition, and any garage, tool shed or detached storage building erected or used accessory to a residence in this addition, shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

7. There are strips of ground as shown on the plat marked "Drainage and/or Utility Easements" which are reserved as easements for the use of all public utility companies, for the installation, maintenance, use, repair, and removal of sewers, water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected in this addition. No building or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility strip for any use except as set forth herein and owners in this addition shall have the right to all land contained in such utility strips subject to the perpetual easements hereby reserved.

8. No residence shall be constructed nearer to any side property line than 1200 square feet in the case of a one story structure, or 900 square feet in the case of a two story structure, provided that a dwelling other than a two story, consisting of separate levels, shall have no less than a total floor area, exclusive of open porches and garages, in all cases. The total of 1200 square feet shall also apply to any two story residence. Each residence shall have at least a two car, attached or integrally designed, garage.

9. The right to enforce the foregoing provisions, restrictions and covenants both to prevent the violation thereof and to recover damages, is hereby dedicated and reserved to the owners of lots in this addition, their heirs or assigns, and shall be in full force and effect for a period of 30 years from the date hereof, and may be continued for successive periods of 10 years by a vote of the then owners of 2/3 of the total area of this addition. Invalidation of any one of these covenants by consent or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The Metropolitan Development Commission shall have the right of enforcement of the foregoing covenants.

10. The restrictions, limitations, and covenants herein contained constitute all such restrictions, limitations and covenants imposed upon the land by the undersigned and supersede, replace and void any such restrictions, limitations and covenants, written or oral, which may have been proposed or written, which may have been proposed or imposed prior to the date hereof by
COMPANY, an Indiana general partnership, as Trustees, owners of the real estate in CROOKED CREEK HTS., do hereby lay off, plat and designate as CROOKED CREEK HTS., and hereby dedicate to the public as reserved for residential purposes, are hereby committed to the plat and no structure or part thereof shall be erected or used for residential purposes.

No fence, wall, hedge or shrub plantings shall be used to remain within the triangular lines and a line connecting points 25 street lines. The same right line within 10 feet from the intersection of driveways. No trees shall be permitted to obstruct the foliage line to prevent obstruction of view.

Temporary building shall be used for any lot in this addition, and any building erected or used for any purpose along or across any such utility shall be under or across any such utility.

The plat marked "Drainage and/or as courses for the use of the common welfare and public utility company, use, repair, and removal of utility poles, wires and other facilities to the common welfare and the use and for the benefit of the utility company who acknowledge the execution of the foregoing for and on behalf of H and W Development Company.

IN WITNESS WHEREOF, the owners have executed this plat as of this 27 day of May, 1980.

H and W Development Company

By: Heights Development Corp.,
its General Partner

By: Joseph P. Sexton, President

By: Waldemar Management Company, Inc.,
its General Partner

By: Thomas L. Hofner, Vice President

"H. J. Sarlés, as Trustee"

By: Lawrence S. Hecht, Attorney-In-Fact

"Richard A. Zigan, as Trustee"

By: Lawrence S. Hecht, Attorney-In-Fact

STATE OF INDIANA )

COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared Joseph P. Sexton and Thomas L. Hofner, known to me to be the President of Heights Development Corp. and Vice President of Waldemar Management Company, Inc., respectively, the General Partners of H and W Development Company, who acknowledge the execution of the foregoing for and on behalf of H and W Development Company.

Witness my hand and Notarial Seal this 27th day of May, 1980.

Cheri K. Gordon
Notary Public

By Commission Expires: June 28, 1983

My County of Residence:

STATE OF MICHIGAN )

COUNTY OF } 85.

before me, a Notary Public in and for said County and State, personally appeared Lawrence S. Hecht, known to me to be the Attorney-In-Fact for H. Jay Sarles and Richard A. Zigan, as Trustees, who acknowledge the execution of the foregoing for and on behalf of said Trustees.

Witness my hand and Notarial Seal this 27th day of May, 1980.

Notary Public

My Commission Expires: My County of Residence:

My County of Residence: