


00 34577

DATES AND REVISIONS	TITLE			 Whitlock 1:220 SOUTHEASTERN PHONE
	RECORD PLAT & COVENANTS			
	CROOKED CREEK HTS.			
	DESIGN BY	DRAWN BY	CHECKED	
		MM		
		APPROVED		

The undersigned, H AND W DEVELOPMENT COMPANY, an Indiana general partnership and H. JAY SARLES 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 and shall run with the land contained in such plat.

IN WITNESS WHEREOF,
of this 27 day of May

- The foregoing plat shall be known and designated as CROOKED CREEK HEIGHTS.
- Streets if not heretofore dedicated, are hereby dedicated to the public.
- All numbered lots in this addition are reserved for residential purposes.
- 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.
- 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.
- 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.
- 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 incident to the common welfare and the use and occupance 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 take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.
- 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, 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.
- 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. Invalidation 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.
- 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.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for the State of Indiana, personally appeared Hefner, known to me to be a Vice President of Corp. and Vice President of Corp. and Vice President of Corp. respectively, the General Company, who acknowledge on behalf of H and W Development Company.


Witness my hand and Notary Seal
1980.

My Commission Expires:
June 25, 1982
STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

Before me, a Notary Public for the State of Rhode Island, personally appeared known to me to be the Attorney Richard A. Zigas, as Trustee of the foregoing for and on behalf of H and W Development Company.

Witness my hand and Notary Seal
1980.

My Commission Expires:
6-30-81

DATES AND REVISIONS <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	TITLE AMENDED PLAT CROOKED CREEK HTS.	 Whitlock 12220 SOUTHEASTERN AVI PHONE 317								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; padding: 5px;">DESIGN BY</td> <td style="width:25%; padding: 5px;">DRAWN BY</td> <td style="width:25%; padding: 5px;">CHECKED</td> <td style="width:25%; padding: 5px;">APPROVED</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px; text-align: center;">MRM</td> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> </table>	DESIGN BY	DRAWN BY	CHECKED	APPROVED		MRM			
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H /
 By:
 By:

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

Before me, a Notary Public State, personally appeared Helmer, known to me to be Corp. and Vice President of respectively, the General Company, who acknowledge to on behalf of H and W Devel

Witness my hand and Notary Public
 1980.

My Commission Expires:
 June 23, 1982
 STATE OF RHODE ISLAND)
 COUNTY OF PROVIDENCE)

Before me, a Notary Public State, personally appeared known to me to be the Attorney Richard A. Zigas, as Trust of the foregoing lot and c

Witness my hand and Notary Public
 1980.

My Commission Expires:

