

CROOKED CREEK ESTATES COVENANTS

The undersigned, being the owners of certain tracts of land in excess of five (5) acres, known as Crooked Creek Estates, mutually covenant and agree that the following restrictions, limitations and covenants which are mutually beneficial shall be imposed upon and run with the land described in Exhibit A, which shall be hereinafter referred to as "Crooked Creek Estates", attached hereto and incorporated herein by reference.

All tracts in this area are reserved for residential use, and no buildings other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fifteen hundred (1500) square feet in the case of a one-story structure, nor less than nine-hundred (900) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of fifteen hundred (1500) square feet of finished and livable floor area.

No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any tract in this area.

No fences shall be erected in this area on the frontage, as shown on the drawing of Crooked Creek Estates, except with the approval of the Building and Grounds Committee, which fence shall not exceed forty-eight (48) inches in height and shall be of decorative nature.

No building, structure or accessory building shall be erected closer to the side of any tract than ten (10) feet. Where buildings are erected on more than one single tract, this restriction shall apply to the side lines of the extreme boundaries of the multiple tracts.

No residential building, attached garage, or building of significant size, shall be erected or placed on any tract in this area until the building plans and specifications have been approved as to the conformity and harmony of external design and square footage requirements in the

covenants, with existing structures in the area, by the Building and Grounds Committee composed from the membership of the Crooked Creek Estates Homeowners Association, 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, or 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 plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to the covenant.

The utility easements shown on the drawing of Crooked Creek Estates are reserved as easements for use of city or county in which this area is located, owners in this area, and public utility companies for the installation, use, maintenance, repair, and removal of sewers, water mains, utility poles, wires, and other facilities and utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this area. 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 area shall take their title to the land contained in such utility strip subject to the perpetual easement herein reserved.

The drainage easements shown on the drawing of Crooked Creek Estates are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walks and driveways shall be erected in, on, over, under, any such easement; except that a drainage easement may also be used as a utility strip, and structures permitted in a utility strip may be erected therein provided that they do not interfere with the flow of water. Owners in this area shall take their title to the land contained in such drainage easement subject

to the perpetual easement herein reserved.

In the event storm water drainage from any tract or tracts flows across another tract, provision shall be made to permit such drainage so as not to flood or stand on another property owner's tract, but allowed to flow into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said drawing of Crooked Creek Estates.

It shall be the duty of the owner of each tract in the area to keep the tract free from trash and otherwise natural in appearance. Should any owner fail to do so, then the Homeowner's Association, after sixty (60) days notice, may take such action as it deems appropriate in order to make the tract natural in appearance, and the owner shall upon demand, reimburse the Association for the expense incurred in so doing.

No tract in this area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and these shall be kept in sanitary containers. Trash shall be defined as any unnatural material or object possessing no salvageable value within itself. The accumulation of salvageable materials, i.e. metal, lumber, non-registered and inoperative motor vehicles, inoperative machinery or equipment, etc., shall be permitted only within the confines of an approved out building. Such salvageable materials shall not be visible from right ways or adjacent property.

Cutting down of trees for commercial use, except as defined by the Building and Grounds Committee, will not be permitted.

No building shall be constructed within one hundred fifty feet (150') of the front line of any tract.

Any tanks for storage of fuel placed or maintained on any tract outside of any building in this area shall be located out of view of the road or adjoining property owner. Outdoor burning receptacles shall be at least one hundred (100) feet from the front line of the tract.

All ponds located in the area are privately owned and the use of these ponds will require the permission of the separate owners of these ponds.

No obnoxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any tract owner of Crooked Creek Estates.

No animals which are raised for commercial use will be permitted. Also if a tract owner has any pet, animal, etc. that are considered a nuisance, the Board of Directors of the Homeowners Association may require restraint and/or removal of such pet, animal, etc.

Every family buying a tract will become members of the Homeowners Association and will be liable for any assessments made for the maintenance of the common areas as governed by the Constitution of the Association. Failure to do so will cause a lien to be placed on the tract.

Any reasonable changes, modifications, or additions of the building requirements shall be considered by the Building and Grounds Committee, and if so approved, will then be submitted in writing to the adjoining tract owners, and if so approved in writing by them, shall be recorded, and when recorded shall constitute a modification of the restrictions.

All residences must have operative, private, inside bathroom facilities.

Any structure on any tract in this area which may be in whole or in part destroyed by fire, wind storm or for any other reason must be rebuilt or all debris removed and the tract restored to a sightly condition with reasonable promptness.

No signs, other than those stating "No Trespassing", "No Hunting", or "For Sale" real estate signs will be permitted with the exception of those required by law. These signs shall be limited to a size no greater than five square feet.

Buildings once approved and under construction, the exterior must be completed within one year from the time construction is started, barring lockouts, strikes and material shortage.

No vehicle shall be allowed to park on any street within said area except for reasonable length of time when the vehicle is being used for delivery or pickup purposes.

No mercantile buildings may be built, erected or placed on the said described real estate.

No individual sewage disposal system shall be permitted on any tract unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Morgan County Board of Health. Approval of such system shall be obtained from said authority.

No individual water supply system shall be permitted on any tract unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Morgan County Board of Health. Approval of such system shall be obtained from said authority.

The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to owners of tracts in this area, as a Homeowners Association, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation.

These restrictions shall run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years and extend for successive periods of ten (10) years unless and prior to the expiration of any such ten (10) year period, an instrument signed by the owners of record of a majority of tracts in the area has been recorded changing or modifying said covenants in whole or in part. These restrictions may be amended at any time by a writing signed by the then owners of the fee simple title of at least two-thirds of the tracts in said area, the amendments to be effective when recorded in the office where conveyances of such land are recorded.

Invalidation of anyone of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

Every owner of a tract shall be required to be a member of the Crooked Creek Estates Homeowners Association and shall be subject to and is deemed to covenant and agree to pay to the Association such annual and special assessments as may be imposed for the maintenance of roadways which assessment shall be a lien upon the real estate described herein and shall be

determined in accordance with the procedure set out in the Constitution and By-laws of said Association. The right to amend these covenants and the right to amend the Constitution and By-laws of Crooked Creek Estates Homeowners Association is hereby delegated to the Crooked Creek Estates Homeowners Association.

We, the undersigned, being current lot owners of record as recorded in the Recorder's Office of Morgan County, Indiana, do hereby agree to bind ourselves to the Covenants and Constitution of the Homeowners Association of Crooked Creek Estates, as stated and dedicated by John and Caroline Fewell, and do hereby affix our signatures as record of our agreement and binding to the said covenants.

Ronald G. Hardin
Ronald G. Hardin

Tract #1

Linda A. Hardin
Linda A. Hardin

Tract #1

Donald E. Hodson, Jr.
Donald E. Hodson, Jr.

Tract #4

Janice K. Hodson
Janice K. Hodson

Tract #4

Lawrence N. Kasey
Lawrence N. Kasey

Tract #12

Patricia J. Kasey
Patricia J. Kasey

Tract #12

Henry Jenkins

Tract #23

James H. Anderson

Tract #32

Bachy J. Anderson

Tract #32

Byron Taylor
Byron Taylor

Tract #42

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LEGAL DESCRIPTION

A part of the Northeast Quarter, Section 36, Township 15 North,
Range 2 East, Morgan County, Indiana; described as follows:

Commencing at an iron pin at the Southeast corner of the above de-
scribed Northeast quarter section; thence South 89 degrees 35 minutes
West 1330.2 feet to the stone that marks the Southeast corner of the West
half of said Northeast quarter section; thence South 89 degrees 56 minutes
West along the South line of said half quarter section 254.2 feet to an
iron pin on the centerline of a roadway easement and the true point of
beginning of the tract herein described:

Thence with said half quarter section line South 89 degrees 56 minutes
West 156.5 feet to an iron pin; thence North no degrees no minutes East
572.6 feet to an iron pin at the Southwest corner of Lot 19 in Crooked
Creek Subdivision, Section 1; thence with the South line of said Lot 19
South 79 degrees 20 minutes East 196.4 feet to the centerline of Crooked
Creek Drive; thence with said centerline extended South 10 degrees 40 min-
utes West 90.0 feet; thence South 31 degrees 27 minutes East along the cen-
terline of a roadway easement 300.0 feet to an iron pin; thence South 87
degrees 38 minutes West 174.0 feet along the center of a relocated creek;
thence South no degrees no minutes East 156.5 feet to an iron pin on the
centerline of a roadway easement; thence with said roadway easement cen-
terline South 07 degrees 28 minutes West 27.1 feet to the point of begin-
ning, containing 2.657 acres more or less and subject to a strip of 25 feet
of even width for roadway purposes adjoining the following aforementioned
courses and distances South 31 degrees 27 minutes East 300.0 feet; South
07 degrees 28 minutes West 27.1 feet, and subject to the right of way of
the cul-de-sac that terminates Crooked Creek Drive, and subject to a strip
of 15 feet of even width for passway purposes off the Northernly line of
the herein described tract.

Course data used in this description assumes the East line of the
Southeast quarter to run due South.

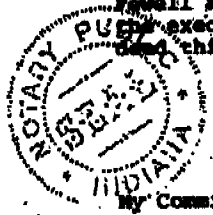
I hereby certify that I have prepared the above description and
accompanying plat from actual field surveys made by myself on 7/30/77
& other dates.

Surveyed:
For: John Fewell

W. Taylor Sumner, Jr.
W. Taylor Sumner, Jr.
Lic. Land Surveyor
#11242 Indiana

John H. Fowell
John H. Fowell

Caroline Fowell
Caroline Fowell



Before me, a Notary Public, personally appeared John H. Fowell and Caroline Fowell, husband and wife and acknowledge execution of this document to be their voluntary act and this 24 day of March, 1981.

Nancy J. (Peters) Dodd
Notary Public

My Commission Expires:
3-9-82

This instrument prepared by: James Bruce Dodd, Attorney at Law

RECEIVED
FOR RECORD
MAR 25 10 53 AM '81

James Bruce Dodd
RECORDER OF
MORGAN COUNTY