

CROSS CREEK - 1

THIS SUBDIVISION SHALL BE KNOWN AS 'CROSS CREEK'.
THE STREETS AND SIDEWALKS, IF NOT HERETOFORE DEDICATED ARE
HEREBY DEDICATED TO PUBLIC USE.

THERE ARE STRIPS OF GROUND MARKED 'UTILITY AND DRAINAGE STRIPS'
SHOWN ON THE PLAN WHICH HAVE HEREBY RESERVED FOR PUBLIC
UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE
INSTALLATION AND MAINTENANCE OF PIPES, MAINS, SEWERS, DRAINS,
DICTS, LINES AND MINES. FINANCERS OF LOTS IN THIS SUBDIVISION
SHALL TAKE THEIR TITLES SUBJECT TO THE EASEMENTS HEREBY CREATED
AND SUBJECT AT ALL TIMES TO THE RIGHTS OF PROPER AUTHORITIES TO
SERVE THE UTILITIES AND THE EASEMENTS HEREBY CREATED, AND NO
PERMANENT STRUCTURE OF ANY KIND, AND NO PAINT THEREOF, EXCEPT
FENCES AND SIDEWALKS, SHALL BE BUILT, ERECTED OR MAINTAINED ON
SAID 'UTILITY AND DRAINAGE STRIPS'.

THERE ARE STRIPS OF GROUND MARKED 'DRAINAGE EASEMENT' WHICH ARE
HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF
DRAINAGE IMPROVEMENTS. FINANCERS OF LOTS IN THIS SUBDIVISION
SHALL TAKE THEIR TITLES SUBJECT TO THE EASEMENT HEREBY CREATED,
AND SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND THE
EASEMENT HEREBY CREATED AND NO PERMANENT STRUCTURE OF ANY
KIND SHALL BE BUILT, ERECTED OR MAINTAINED ON ANY SUCH 'DRAINAGE
EASEMENT'.

ALL LOTS IN THIS SUBDIVISION AND ALL PRESENT AND FUTURE OWNERS
OR OCCUPANTS THEREOF SHALL BE SUBJECT TO THE FOLLOWING
DEVELOPMENT STANDARDS, CONDITIONS AND RESTRICTIONS, WHICH SHALL
RUN WITH THE LAND:

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES AND
NO BUILDING SHALL BE ERECTED, ALTERED, OR PLACED ON ANY LOT,
EXCEPT TWO (2) STORES IN HEIGHT AND AN ATTACHED PRIVATE GARAGE
FOR NOT LESS THAN TWO (2) OR MORE THAN THREE (3) CARS. GARAGES
WITH OPEN SIDES SHALL NOT BE PERMITTED. ALL DRIVWAYS AND
VEHICLE PARKING AREAS SHALL BE HARD SURFACED WITH EITHER CONCRETE,
ASPHALT OR BRICK. NO GRAVEL OR STONE DRIVEWAYS SHALL BE PERMITTED.
1. ALL DWELLINGS CONSTRUCTED UPON ANY LOT IN THIS DEVELOPMENT
SHALL CONFORM TO THE FOLLOWING MINIMUM LIVING AREA REQUIREMENTS.
TOWNSHIP A) THE GROUND FLOOR LIVING AREA OF ALL SINGLE STORY
DWELLINGS SHALL CONTAIN NOT LESS THAN 1,500 SQUARE FEET (EXCLUSIVE
OR ONE (1) STORY OPEN PORCHES AND GARAGES) AND OTHER AREAS NOT
CONSIDERED LIVING AREAS). NO TWO(2) STORY DWELLINGS SHALL CONTAIN
LESS THAN 1,100 SQUARE FEET OF LIVING AREA ON THE GROUND FLOOR
AND ALL TWO (2) STORY DWELLINGS SHALL CONTAIN AT LEAST 2,000 SQUARE
FEET OF LIVING AREA IN THE TWO (2) STORES. ALL RESIDENCES NOT SINGLE
STORY BUT LESS THAN TWO (2) STORES, SHALL CONTAIN NOT LESS THAN
1,750 SQUARE FEET OF LIVING AREA.

NOTWITHSTANDING COMPLIANCE WITH THE FOREGOING MINIMUM LIVING
AREA REQUIREMENTS, THE DEPARTMENT OF METROPOLITAN DEVELOPMENT
OF THE CITY OF INDIANAPOLIS, COUNTY OF MARION, IN INDIANA, SHALL
NOT ISSUE AN IMPROVEMENT LOCATION PERMIT FOR ANY DWELLING UPON
ANY LOT IN THIS DEVELOPMENT, NOR SHALL ANY DWELLING BE CON-
STRUCTED UNLESS THE BUILDING AND SITE PLANS PRESENTED BY THE
LOT OWNER HAVE BEEN APPROVED BY AND BEAR THE STAMP OF APPROVAL
OF THE ARCHITECTURAL CONTROL COMMITTEE, OR ITS DULY AUTHORIZED
REPRESENTATIVE, WHICH APPROVAL AND STAMP SHALL BE SUBSTANTIALLY
THE FOLLOWING FORM, TO-WIT:

THIS SITE AND BUILDING PLAN FOR LOT _____ IN CROSS CREEK HAS BEEN
APPROVED FOR PERMITS AND CONSTRUCTION BY _____
ONLY AS THE BUILDING CONTRACTOR FOR THE LOT OWNER. ALL AS REQUIRED
BY THE PLAN OF CROSS CREEK.

NOTWITHSTANDING COMPLIANCE WITH ALL MINIMUM DEVELOPMENT
STANDARDS AS REQUIRED BY APPLICABLE ORDINANCES AND THE
COVENANTS AND RESTRICTIONS OF THIS PLAN, NO CONSTRUCTION
SHALL COMMENCE UPON ANY LOT IN THIS DEVELOPMENT UNLESS
THE ARCHITECTURAL CONTROL COMMITTEE OR ITS DESIGNER SHALL
HAVE FIRST APPROVED IN WRITING THE BUILDING CONTRACTOR
SELECTED BY THE LOT OWNER FOR THE CONSTRUCTION.

ACCEPTANCE OF THE CONVEYANCE OF TITLE BY WARRANTY DEED REFERRED
TO THESE COVENANTS SHALL BE DEEMED ACCEPTANCE BY THE GRANTEE, AND
ALL SUBSEQUENT GRANTEES, OF THE ABSOLUTE DISCRETION IN THE UNDER
SIGNED AND/OR THE ARCHITECTURAL CONTROL COMMITTEE TO APPROVE OR
DISAPPROVE ALL BUILDING CONTRACTORS SELECTED BY THE GRANTEEES FOR
CONSTRUCTION UPON ANY LOT IN CROSS CREEK.

5. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE COMPOSED OF
THREE (3) MEMBERS, APPOINTED BY THE UNDERSIGNED, MAJORITY
OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO VOTE FOR IT.
IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE
COMMITTEE THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY
TO DESIGNATE A SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE
NOR ITS DESIGNATED REPRESENTATIVES SHALL BE ENTITLED TO ANY
COMPENSATION FOR SERVICES RENDERED PURSUANT TO THIS COVENANT.
THE COMMITTEE SHALL SERVE AT THE DISCRETION OF THE UNDERSIGNED.

4. THE ARCHITECTURAL CONTROL COMMITTEE APPROVAL, OR DIS-
APPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING.
IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVES,
FAILS TO APPROVE OR DISAPPROVE WITHIN FOURTEEN (14) DAYS AFTER
PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY
EVENT, IF NOT SUIT TO REJOIN THE CONSTRUCTION HAS COMMENCED
PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED
AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY
COMPLIED WITH.

7. WITH APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AND
WHEN IN THE OPINION OF SAID COMMITTEE, THE LOCATION WILL NOT
DISTRIBUTE MATERIALLY FROM THE APPEARANCE AND VALUE OF OTHER
PROPERTIES, A DWELLING MAY BE LOCATED NEARER TO A STREET THAN
ABOVE PROVIDED, BUT NOT NEARER THAN 25 FEET TO ANY STREET LINE.

8. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON
ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE
OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

9. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT,
TENT, SHED, GARAGE, BARN OR OTHER OUT-BUILDING SHALL BE
PERMITTED TO REMAIN ON ANY LOT OR USED ON ANY LOT AT ANY TIME
AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. THE
EXTERIOR SURFACE OF ALL BUILDINGS SHALL HAVE THE WHITE
APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE. ALL DWELLINGS
SHALL CONTAIN A GARBAGE DISPOSAL UNIT. OUTSIDE TANKS OR DRUMS
WILL NOT BE PERMITTED; ALL RESIDENCES SHALL CONTAIN A TANKER SHAKE
10. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON
ANY LOT, EXCEPT SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY
DURING THE CONSTRUCTION PERIOD, AS APPROVED BY THE DEVELOPER.
SIGNS ADVERTISING PROPERTY FOR SALE OR RENT ARE SPECIFICALLY
PROHIBITED. VIOLATION OF THIS SIGN RESTRICTION WILL RESULT IN
FIFTY DOLLARS (\$50.00) PER DAY LIQUIDATED DAMAGES PAYABLE TO
THE DEVELOPER UNTIL SUCH TIME AS THE HOMEOWNERS ASSOCIATION

OWNS AND IS RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON
AREAS, AT WHICH TIME SUCH LIQUIDATED DAMAGES SHALL BE PAYABLE
TO THE SAID ASSOCIATION. THE DEVELOPER SHALL PROVIDE ALL SIGNS
DEEMED APPROPRIATE BY THE ARCHITECTURAL CONTROL COMMITTEE.
ADVERTISING PROPERTIES FOR SALE, WHICH STRIKE SHALT BE INVIOLATED.

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APPROVED FOR PERMITS AND CONSTRUCTION BY CROSS CREEK HAS BEEN ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAT OF CROSS CREEK.

CROSS CREEK ARCHITECTURAL CONTROL COMMITTEE

BY:

1. NO BUILDING SHALL BE LOCATED ON ANY LOT NEAR TO THE FRONT LOT LINE OR NEARER THE SIDE STREET LINE THAN THE MINIMUM BUILDING SET-BACK AS SHOWN ON THE RECORDED PLAT. NO BUILDING SHALL BE LOCATED NEARER THAN 6 FEET TO A SIDE YARD LINE, AND THE TOTAL SIDE YARD SET-BACK (BOTH SIDES) MUST BE AT LEAST 16 FEET. NO BUILDING SHALL BE ERRECTED CLOSER THAN 20 FEET TO THE REAR LOT LINE, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE, AS TO USE, LOCATION AND HARMONIOUS DESIGN. NO GARAGE OR STORAGE BUILDING MAY BE CONSTRUCTED SEPARATE AND APART FROM THE MAIN DWELLING.

4. NO BUILDING SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE WITH ALL GROUND FLOOR ELEVATIONS SPECIFIED THEREON, HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATIONS AND EXISTING TREES AND FOLIAGE. NO FENCE OR WALL OR MAIL BOX AND POST SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY LOT OR WITHIN THE DEVELOPMENT, UNLESS PREVIOUSLY APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING. OWNERS ARE ADVISED THAT FENCES IN EXCESS OF THREE AND ONE-HALF (3-1/2) FEET IN HEIGHT WILL NOT BE APPROVED, EXCEPT FOR THE REAR YARD LINE OF THOSE LOTS WHOSE REAR YARD LINE ABUTS THE NORTH PROPERTY LINE OF THE SUBDIVISION OR WHERE SUCH PROPOSED FENCE IS INTENDED TO SCREEN A PATIO OR INGROUND SWIMMING POOL. ALL SUCH FENCES MUST HAVE WRITTEN APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO ANY CONSTRUCTION OR PERMIT. APPROVALS SHALL BE AS PROVIDED IN PARAGRAPHS 2, 4, 5 & 6 OF THESE COVENANTS. IT SHALL BE THE LOT OWNER'S RESPONSIBILITY TO COMPLY PRECISELY WITH ALL BUILDING AND SITE FINISH GROUND ELEVATIONS AS FINALLY REQUIRED AND APPROVED BY THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS AND EVIDENCED UPON THE FINAL CONSTRUCTION PLANS FOR THE DEVELOPMENT OF CROSS CREEK.

AREAS, AT WHICH TIME SUCH LIQUIDATED DAMAGES SHALL BE PAYABLE TO THE SAID ASSOCIATION. THE DEVELOPER SHALL PROVIDE ALL SIGNS DEEMED APPROPRIATE BY THE ARCHITECTURAL CONTROL COMMITTEE. ADVERTISING PROPERTIES FOR SALE, WHICH SIGNS SHALL BE UNIFORM IN DESIGN AND PLACED AS THE COMMITTEE SHALL DETERMINE PROPER. THE FOREGOING SHALL NOT BE CONSTRUED TO PROHIBIT THE CONSTRUCTION AND MAINTENANCE OF SIGNS, WALLS AND/OR LANDSCAPE AREAS UPON LOTS 4 AND 34 AND THE RIGHT-OF-WAY ADJACENT THERETO TO PROVIDE AN ENTRY AND IDENTIFICATION FOR THE DEVELOPMENT.

11. NO OIL OR WATER DRILLINGS, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRIES OR MINING OPERATIONS OR ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TOWERS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED FOR USE ON ANY LOT, NOR DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL, WATER OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED OR PERMITTED ON ANY LOT. ALL PROPANE TANKS MUST BE CONCEALED.

12. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BREED OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BREED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

13. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, OR GARBAGE. ANTENNAS, MASTS, TOWERS OR SATELLITE DISHES OF ANY KIND WILL NOT BE PERMITTED ON ANY LOT OR OUTSIDE ANY DWELLING, UNLESS FIRST APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO TRASH OR BUILDING MATERIALS MAY BE BURIED OR BURIED ON ANY LOT WITHIN THE DEVELOPMENT AND ALL LOTS SHALL BE KEPT CLEAN AT ALL TIMES DURING CONSTRUCTION. DUMPSTERS SHALL BE USED AND LOCATED ON EACH LOT DURING ANY CONSTRUCTION WITH ALL TRASH AND EXCESS MATERIALS STORED THEREIN AND REMOVED DAILY.

14. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS THE SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND SIX (6) FEET ABOVE ROADWAYS 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 THEM AT POINTS TWENTY FIVE (25) FEET FROM THE INTERSECTION OF THE STREET PROPERTY LINES. IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED, THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN (10) FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT. NO DRIVEWAY SHALL BE LOCATED WITHIN FORTY (40) FEET OF THE INTERSECTION OF TWO (2) STREET LINES. ALL LOTS FRONTING ON AND HAVING DIRECT VEHICLE ACCESS TO EDGEWOOD AVENUE SHALL PROVIDE, IN ADDITION TO THE PAVED DRIVEWAY REQUIRED HEREIN, AN UNPAVED DRIVEWAY AREA FOR VEHICLE TURN AROUND ON THE LOT PROVIDED, HOWEVER, THAT DIRECT DRIVEWAY ACCESS TO EDGEWOOD AVENUE SHALL NOT BE PERMITTED FROM LOTS 4 AND/OR 34, WHICH LOTS SHALL PROVIDE DRIVEWAY ACCESS TO THE PUBLIC STREET ADJACENT TO THEIR EAST OR WEST LINES, RESPECTIVELY. SIDEWALKS SHALL BE CONSTRUCTED AS REQUIRED BY THE SIDEWALK PLAN APPROVED BY THE PLAT COMMITTEE FOR THE DEPARTMENT OF METROPOLITAN DEVELOPMENT, WHICH CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE LOT OWNER UPON WHOSE LOT THE SIDEWALK IS TO BE CONSTRUCTED. ALL SIDEWALKS TO BE CONSTRUCTED BY LOT OWNERS SHALL BE COMPLETED AT SUCH TIME AS THE DRIVEWAY ON THE LOT IS CONSTRUCTED.

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RESTRICTIVE COVENANTS

15. EACH LOT SHALL BE KEPT IN A NEAT AND PLEASANT MANNER, WITH THE GRASS MOWED WHEN NECESSARY TO MAINTAIN A GROWTH OF SIX (6) INCHES OR LESS AT ALL TIMES. CAMPS, RECREATIONAL VEHICLES OR BOATS OF ANY KIND MAY NOT BE STORED OR PARKED ON ANY LOT OUTSIDE THE MAIN DWELING OR GARAGE. ALL BASEBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED BEHIND THE FRONT FOUNDATION LINE OF THE MAIN STRUCTURE AND WITHIN LOT SETBACK LINES, AND MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO LOCATION ON THE PREMISES.
16. NO INDIVIDUAL WATER SUPPLY SYSTEM OR SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE AND MARION COUNTY AND STANDARDS AND RECOMMENDATIONS OF THE INDIANA STATE BOARD OF HEALTH. GEO-THERMAL SYSTEMS SHALL BE APPROVED BY ALL APPLICABLE AGENCIES PRIOR TO INSTALLATION. SOLAR HEATING SYSTEMS OF ANY NATURE MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO DESIGN AND ESTHETIC QUALITY PRIOR TO CONSTRUCTION. OWNERS ARE HEREBY ADVISED THAT SUCH SYSTEMS ARE GENERALLY DISCOURAGED AND WILL NOT BE APPROVED UNLESS THEIR DESIGN BLENDS ESTHETICALLY WITH THE STRUCTURE AND ADJACENT PROPERTIES. ALL OUTDOOR AIR CONDITIONING UNITS SHALL BE SCREENED FROM VIEW. NO MAILBOX SHALL BE ERRECTED OR MAINTAINED ON ANY LOT OR WITHIN THE DEVELOPER COMMITTEE. THE MAILBOXES THROUGHOUT THE DEVELOPMENT ARE INTENDED TO BE UNIFORM IN DESIGN AND COLOR AND WILL BE SPECIFIED BY THE DEVELOPER.
17. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL BE PERPETUATED, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION AND THEIR SUCCESSORS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965, AND ALL AMENDMENTS THERETO.
18. ANY MOTOR VEHICLE WHICH IS INOPERATIVE AND NOT BEING USED FOR NORMAL TRANSPORTATION SHALL NOT BE PERMITTED TO REMAIN ON ANY LOT. ABOVE THE GROUND SWIMMING POOLS SHALL NOT BE PERMITTED OR CONSTRUCTED ON ANY LOT.
19. THE FINISHED YARD ELEVATIONS AT THE HOUSE SITE ON LOTS IN THIS SUBDIVISION SHALL BE NOT LOWER THAN THE ELEVATIONS SHOWN ON THE GENERAL DEVELOPMENT PLAN, AND/OR RECORDED PLAT.
20. DRAINAGE SWALES (DITCHES) OR DRAINAGE RETENTION AREAS ALONG DEDICATED ROADWAYS AND WITHIN THE RIGHT-OF-WAY, OR ON DEDICATED EASEMENTS, ARE NOT TO BE ALTERED, DUG OUT, FILLED IN, TILED, OR OTHERWISE CHANGED WITHOUT THE WRITTEN PERMISSION OF THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS AND THE ARCHITECTURAL CONTROL COMMITTEE. PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SOBBED GRASSWAYS OR OTHER NON-ERODING SURFACES. WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT SAID DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER. DRIVEWAYS MAY BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATE SIZED CURBS OR OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS.

ANY PROPERTY OWNER ALTERING, CHANGING, OR DAMAGING THESE DRAINAGE SWALES OR DITCHES WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN 10 DAYS NOTICE BY REGISTERED MAIL TO REPAIR SAID DAMAGE. AFTER WHICH TIME, IF NO ACTION IS TAKEN, THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS WILL CAUSE SAID REPAIRS TO BE ACCOMPLISHED, AND THE STATEMENT FOR COSTS OF THE SAID REPAIRS WILL BE SENT TO THE AFFECTED PROPERTY OWNER FOR IMMEDIATE PAYMENT.

21. ALL CONSTRUCTION...

8700MS2289

24. WHENEVER THE TERMS "UNDEVELOPED", "DEVELOPER", OR "DECLARANT" ARE USED IN THIS DOCUMENT, THEY SHALL BE DEFINED AS JAMES A. HIDDLESTON AND MICHAEL J. KIAS, THEIR SUCCESSORS, OR ASSIGNS.

DATED: August 14 1987
 JAMES A. HIDDLESTON

Michael J. Kias
 MICHAEL J. KIAS

COUNTY OF _____)
 STATE OF INDIANA) SS:
 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 AND THEIR VOLUNTARY ACT AND DEED, BY COMMISSION EXPIRES: 11-2-89

Walter J. ...
 NOTARY PUBLIC
 PRINTED

Notary Public
 State of Indiana
 My Comm. Expires 11-2-89

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RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN 10 DAYS NOTICE BY REGISTERED MAIL TO REPAIR SAID DAMAGE, AFTER WHICH TIME, IF NO ACTION IS TAKEN, THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS WILL CAUSE SAID REPAIRS TO BE ACCOMPLISHED, AND THE STATEMENT FOR COSTS OF THE SAID REPAIRS WILL BE SENT TO THE AFFECTED PROPERTY OWNER FOR IMMEDIATE PAYMENT.

21. ALL CONSTRUCTION COMMENCED ON ANY LOT WITHIN THE DEVELOPMENT SHALL BE COMPLETED WITHIN ONE HUNDRED TWENTY (120) DAYS, UNLESS CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE DEVELOPER AND/OR OWNER PREVENT SUCH. THE UNDERSIGNED AND ALL PROPERTY OWNERS WITHIN CROSS CREEK SHALL HAVE STANDING AND AUTHORITY TO SEEK AN INJUNCTION OR ORDER FOR THE REMOVAL OF ALL MATERIALS AND PARTIALLY COMPLETED STRUCTURES IN VIOLATION OF THIS COVENANT.

22. ALL COSTS OF LITIGATION AND ATTORNEY'S FEES RESULTING FROM VIOLATION OF THESE COVENANTS SHALL BE THE FINANCIAL RESPONSIBILITY OF THE LOT OWNER OR OWNERS FOUND TO BE IN VIOLATION.

23. THESE RESTRICTIONS ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE THESE COVENANTS ARE RECORDED. AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS AT ANY TIME AFTER FIFTEEN (15) YEARS FOLLOWING THE DATE OF RECORDED INSTRUMENT, AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

24. THE OWNER OF ANY LOT, DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ENFORCE BY A PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, OR COVENANTS IMPOSED BY THESE COVENANTS, BUT DECLARANT SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND TO ANY PERSON FOR FAILURE EITHER TO ENFORCE OR TO ENFORCE OR CARET OUT ANY OF THE RESTRICTIONS, NO DEBAR OR FAILURE BY ANY PERSON TO ENFORCE ANY RESTRICTIONS, NO DEBAR OR THEREOF SHALL UNDER ANY CIRCUMSTANCES BE DEEMED OR HELD TO BE A WAIVER BY THAT PERSON OF THE RIGHT TO DO SO THEREAFTER, OR AS ESTOPPEL OF THAT PERSON TO ASSERT ANY RIGHT AVAILABLE TO HIM UPON THE OCCURRENCE, RENUNCEANCE OR CONTINUATION OF ANY VIOLATION OR VIOLATIONS OF THE RESTRICTIONS. IN THE EVENT THAT DECLARANT SHALL DEEM IT NECESSARY TO ENFORCE ANY RESTRICTIONS, THE OWNER SHALL PAY REASONABLE ATTORNEY'S FEES AND COURT COSTS IF DECLARANT SHALL PREVAIL IN SAID LITIGATION.

25. THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED IN THIS PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION. PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, 38-40-1, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THE PLAT BY THE PLAT COMMITTEE.

NO.	SYN	REVISION	DATE	BY	TITLE

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