



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

**The information is deemed reliable, but not guaranteed.**

**RESTRICTIVE COVENANTS**  
**"CRYSTAL HEIGHTS SUBDIVISION - SECTION ONE"**

1. All streets shown on this plat, and not heretofore dedicated, are hereby dedicated to the public.
2. Front and rear yard building setback lines are hereby established as shown on this plat, between which lines, and the property lines of the adjacent streets, there shall not be erected or maintained any building or structure.
3. There are strips of grounds as shown on the within plat marked "D & U Easement" (drainage and utility easement), or "Utility Easement" and areas on the plat marked "Common Areas", and "Retention Ponds" either separately or in any combination of the same. Such strips of ground and areas are hereby subjected to easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies, Declarant and the Homeowners Associations (if and when formed and organized and hereinafter defined) as follows:
  - a. "Utility Easements", or "U.E." are created for the use of all public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes and other utility services; such Utility Easements may also be used for all purposes for which Drainage Easements may be used hereunder.

b. "Drainage Easements", or "D.E." are created to provide paths and courses and a system for natural area and local storm drainage, either overlaid or in appropriated underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant materials, so that the flow of water will be unimpeded, and any improvements made on or under such easements by the owner are and shall be at the risk of the property owner; such Drainage Easements may also be used for all purposes for which Utility Easements may be used hereunder.

c. "Common Areas", shall mean those areas designated as such in this plat and all improvements located therein set aside for recreation and use by owners of the lots within the subdivision, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes (as defined herein), footpaths to and around the lakes, certain shoreline areas of the Lakes as shown on the Plat and any other areas so designated on the plat.

d. "Retention Pond" shall mean and refer to the water retention pond(s) and common area portion of the shoreline area as shown on the plat which services or shall serve as part of the storm and surface water drainage system serving the real estate, as such are or in the future shall be more particularly described on the plat.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress, in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Declarant and the Homeowners Association (if and when formed) therein and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder, any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party creating and maintaining the same and subject to the rights and easements herein and hereby created.

4. The use of all lots in this subdivision shall be in accordance with the Zoning Ordinance of New Palestine, Indiana, and any amendments thereto, subject to any variances, waivers or special exceptions to the terms of the Zoning Ordinance at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so. Every lot in this subdivision, unless otherwise designated by Declarant, shall be used exclusively for single family residential purposes. Each owner of a lot shall use and occupy his respective lot in careful, safe and proper manner and keep such lot in a clean and safe condition in accordance with this plat, the Zoning ordinance, all health, fire and police requirements and regulations, state statutes, local ordinances, and the lawful directions of proper public officials. No owner shall conduct or permit any person to conduct, any unlawful activity in this subdivision.

5. No lots shall hereafter be subdivided or resubdivided into parcels so as to create additional residential lots greater than the number of lots shown hereon.

6. No signs or billboards, except professional signs or "For Sale" signs erected by a builder or duly licensed real estate broker shall be erected or placed on any lot in this subdivision, and no barn, stable or other outbuilding housing domestic animals or poultry, except household pets, shall be erected thereon. However, this restriction shall not be deemed, construed, or interpreted to prevent, preclude or restrict any structures, including signs, erected or maintained by the Declarant or the Homeowners Association.

7. No trailer, tent, basement, mini-barn, storage shed, garage or other outbuilding erected on any lot in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character, except those utilized by Declarant or a builder or a residence, be erected on any lot. No overnight camping shall be permitted within the subdivision.

8. No fence, wall, hedge, tree 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 right of way lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street right of way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right of way line with the edge of the driveway pavement or alley line. 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 such sight lines.

9. No fences shall be erected nearer to the front lot line of a lot than the front line of the principal residence erected on such lot, and fences shall be no more than 42 inches above grade; provided, however, that a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length, may be installed in front of the front line of such principal residence, and fences enclosing inground swimming pools may be six (6) feet in height. All fences erected on any lot within this subdivision must first be approved by the Architectural Committee (hereinafter defined).

10. No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

11. All yard dimensions and restrictions shall be in accordance with the Zoning Ordinance, subject to any variances, waivers or special exceptions thereto at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so.

12. The minimum enclosed and finished liveable area (exclusive of open porches and garages, which shall not be included in the liveable area) for single story house shall be 1500 square feet and for a multiple story or multi-level house shall be 1,500 square feet, with not less than 1000 square feet of liveable area on the first floor. Each house shall be furnished with an attached garage for a minimum of two (2) cars. All homes shall have 65% brick veneer or stone masonry exterior finished unless otherwise approved by the Architectural Committee. All outbuildings shall be construct of new materials and be similar in appearance to the residence on the lot which the building is being built. The size of such outbuildings shall limited to 200 square feet. Such buildings shall not be located within any easement area. No modular or concrete or concrete block homes will be permitted in this subdivision.

13. All houses and garages shall be provided with hard surface driveways, (concrete or asphalt) with a width not less than the width of the garage door associated therewith, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for use not later than the date of initial occupancy of such house. Further, it shall be the obligation and responsibility of the owner of each lot to install, or cause his builder to install, sidewalks in accordance with the requirements and standards of the applicable ordinance of New Palestine, Indiana and any amendments thereto, along (and within the right of way) all interior streets in this subdivision upon which such owners lot abuts. Such sidewalk shall be installed by the owner or builder concurrently with the original construction of the house on a lot, and shall be fully completed and available for use no later than the date of initial occupancy of such house. Each house shall also have a continuous concrete sidewalk from the driveway to the front porch or entry way.

14. There shall be, and hereby is, created and established a committee to be known as the "Crystal Heights Architectural Committee" (herein referred to as the Architectural Committee" to perform the functions provided to be performed by it hereunder. Until the earliest of (a) the date upon which the Declarant no longer owns any lots in this subdivision (the period of time preceding this date shall be known as the Development period), (b) the date upon which Declarant voluntarily relinquishes its right to act as the Architectural Committee, or (c) July 1, 1996, Declarant (or not more than three (3) persons designated by Declarant shall constitute, act as and perform the functions of the Architectural Committee. After the applicable date set forth in the immediately preceding sentence, the Architectural Committee shall consist of three (3) person (all of whom must be owners of lots in the subdivision), to be elected annually (in the month following such applicable date for the balance of the then current calendar year, and in December of each year thereafter for the succeeding calendar year) by the owners of lots in this subdivision at a meeting called for such purposes by the Architectural Committee or by the owner of any lot. At such meeting the owners of each lot shall be entitled to one (1) vote for each lot owned by each member of the Architectural Committee to be elected, and the three (3) persons receiving the greatest number of votes among those present in person or by proxy and voting shall be deemed elected. Cumulative voting shall not be allowed. Members of the Architectural Committee shall serve for the terms for which they were elected, and until their successors are duly elected. In the event of the death, disability or resignation of any member of the Architectural Committee (and any member thereof shall be conclusively presumed to have resigned if he no longer owns any lot in this subdivision), the remaining member or members shall select the successor or successors to fill the vacancy or vacancies created, until the next election. a majority of the members of the Architectural Committee shall constitute a quorum for any approval or disapproval, or the taking of any other action, and the decision of a majority of such members shall control without exception and be final, conclusive and binding.

15. No construction shall be commenced, nor shall any building structure, or other improvements (including, without limitation, mini-barns, storage sheds, fences, walls, basketball goals, driveways and walkways) be erected, removed, placed or altered (including changes in exterior materials or appearance) on any lot in this subdivision until the building plans, specifications (including colors and proposed materials) and plot plans showing the location thereof and of all improvements proposed, including driveway size and location and drainages, have been submitted in writing to and approved in writing by the Architectural Committee as to the compatibility of the exterior design, appearance and location of the same with existing structures in this subdivision and as to the conformity of the same with the intent of the covenants and restrictions set forth in this plat. If the Architectural Committee fails to act upon any plans properly submitted to it for its consideration within a period of fourteen (14) days after the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted. Neither the Architectural Committee, nor any member thereof, nor any agent thereof, nor the Declarant shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. The Architectural Committee shall have the right, in its consideration of plans submitted to it and in giving any approval hereunder, to make exceptions to or waive or vary any of the restrictions contained herein if, in its discretion, it determines that such exceptions, waivers, and variances will not substantially detract from the compatibility of the construction as so approved with existing structures in this subdivision, provided however, that no such exception, waiver or variance shall be made as to restrictions set forth herein which are also required pursuant to any zoning ordinance, building code or other governmental law ordinance, rule or regulation. The approvals of the Architectural Committee required hereunder as to such matters or permits for such matter required to be obtained from any other persons or government entities pursuant to the terms of this plat, any zoning ordinance or building code or otherwise.

16. No heat pumps, air conditioning units, gas meters or other outlying structures or appurtenance shall be installed in front of the front lines of the principal residence erected on any lot. Every effort shall be made to locate such items at least 15 feet back from the front line of such principal residence. Architectural or landscape screens shall be constructed or provided to shield the aforementioned items from view from the street and from adjacent properties.

17. No roof shall be installed having a roof pitch of less than 5/12 unless a lesser pitch is specifically approved by the Architectural Committee.

18. All exterior flues shall be enclosed in wood, brick or masonry. All plumbing vent stacks shall be located to the rear of the house. No sump pump lines, water softener lines or other drains shall empty into any street.

19. Each residence shall be provided with a mailbox to be furnished and installed by the builder concurrently with the original construction of the principal residence on each lot, and prior to the date of initial occupancy of such residence. All mailboxes shall be of the same design, in accordance with standard mailbox design approved by the Architectural Committee.

20. The owner of each lot shall at all times be required to maintain his lot and the exterior integrity and appearance of all structures and improvements on his lot in such a manner as to prevent his lot, and structure and improvements thereon, from becoming unsightly, such owner shall re-paint and re-stain any surface of improvements or structures where such surface color is faded or is flaking or peeling away from the improvements or structure, or repair or replace any such improvement or structure if damaged.

21. The placement on any lot of swimming pools, hot tubs or like facilities and related equipment must be approved in writing by the Architectural Committee. No above ground swimming pools will be allowed or permitted. Any structures used to house swimming pool plumbing equipment shall be subject to the approval of the Architectural Committee. Such structure shall not be larger than necessary to house such equipment.

22. No exposed television, radio or other antennas (including, without limitation, satellite receiving dishes exceeding 24 inches in diameter) shall be allowed or permitted on the exterior of any building on any lot, unless permitted by the Architectural Committee or Homeowner's Association.

23. No parking of any vehicles, other than in a garage, will be permitted on any lot other than in the driveway of the respective lot. Such parking shall only be available for operable, duly registered and licensed automobiles for which there is not available room in an owner's garage. No other vehicles (including, with limitation, automobiles, vans, trucks, campers, motorcycle, motor homes, boats and trailers) shall be placed or stored on a lot at any time outside of the garage on such lot form more than twenty-four (24) consecutive hours without the approval of the Homeowners Association (if formed) or Architectural Committee, which may be withheld for any reason. No on street parking shall be permitted for more than twenty-four (24) consecutive hours for any vehicles, without the prior approval of the Homeowners Association (if formed) or the Architectural Committee.

24. No clothes, sheets, blankets, laundry of any kind, or other article shall be placed, located or hung out on a lot so as to be visible from outside such lot.

25. No farm animals, fowl or domestic animals, other than household pets, shall be permitted to be kept within this subdivision. All household pets otherwise permitted hereunder shall be kept on a leash when not with the confines of the lot of the owner of such pet. Owners shall be required to control their pets so that they are not and do not become a nuisance to the neighborhood, including without limitation, noise produced by such pets. Owners are not to allow their pets to relieve themselves other than on the lot owned by the owners of such pets.

26. The within covenants, limitations and restrictions may be amended at any time, and from time to time by the approval of such amendment by the owners of at least two-thirds of the lots in this subdivision, provided, however, that any of such amendment hereto during the Development Period shall require prior written approval of Declarant.

27. In addition to the covenants, limitations, and restrictions contained in this plat, all of the lots in this subdivision are or may in the future become subject to certain additional covenants and restrictions contained or to be contained in a certain Declaration of Covenants, Restrictions and Maintenance Obligations which Declarant may hereafter record in the Office of the Recorder of Hancock County, Indiana, providing the assessments for the maintenance, upkeep, repair, operation and administration by a not for profit corporation which may hereafter be incorporated under this laws of the State of Indiana by the Declarant under the name "Crystal Heights Association" or a name similar thereto, of the water retention ponds or lakes and adjacent shoreline created by Declarant as shown on the within plat, and for the equal sharing of the costs thereof by all of the owners of lots within the subdivision and subject further to all of the rights, powers, duties and obligations of the Lake Association. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Lake Declaration, the conflicting covenant or restriction contained in this plat shall govern and control to the intent hereof of the irreconcilable conflict, it being the intent hereof that such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.

28. In addition to the covenants, limitations and restrictions contained in this plat, all of the real estate described in this plat is or may in the future become subject to certain additional covenants and restrictions contained or to be contained in an instrument which Declarant may record in the Office of the Recorder of Hancock County, Indiana, (the Declaration) providing for a not for profit corporation which may be incorporated under the laws of the State of Indiana by Declarant under the "Crystal Heights Homeowners Association, Inc. or a name similar thereto (herein referred to as the "Homeowners Association". The Declaration shall provide for the Homeowners Association to be responsible for the maintenance, upkeep, repair, operation and administration of, or installations and improvements made or to be made by Declarant, and of the sharing of the costs thereof by the owners of certain lots and properties benefited thereby and subject further to all of the rights, powers, duties and obligations of the Homeowners Association, as set forth or to be set forth in the Declaration.. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.

29. Ditches along dedicated roadways and within the right of way, or on dedicated drainage easements, are not to be altered, dug out, filled in, filed, or otherwise changed without the written permission of the Town Council of the Town of New Palestine, Indiana. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in 7-52.9 of the Hancock County Subdivision Control Ordinance.

30. Any properly owner altering, changing, or damaging 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 Town Council of the Town of New Palestine, Indiana will cause said repairs to be accomplished and the bill for such repairs will be sent to the affected property owner for immediate payment.

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and person claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to each of the owners of the several lots in this subdivision. their heirs or assigns, Declarant, the Homeowners Association, the Architectural Committee, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner, owners or party by or through any such violation of attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2004, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to change (or terminate) these covenants, limitations and restrictions in whole or in part; provided, however that no change or termination of said covenants, limitations, and restrictions shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants, limitations and restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.