



The undersigned, owners of record of all of the included tract, do hereby lay off, plat and subdivide the same into lots in accordance with the within plat.

This subdivision shall be known and designated as LAKE KESSLERWOOD EAST - SECTION FIVE, an addition in Indianapolis, Marion County, Indiana.

- A. Street Dedication: The street right of way shown on the within plat is hereby dedicated to the public for public use.
- B. All lots shall be designated as residential lots. On said residential lots, only one single family dwelling with garage and accessory buildings may be erected.
- C. No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 7 feet to each side lot line.
- D. Easements: There are strips of ground as shown on the within plat marked "Drainage Easement" (D.E.), and "Utility Easements" (U.E.), which are reserved for the use of public utility companies and governmental agencies as follows: "Drainage Easements" (D.E.) are created to provide paths and courses for area and local storm drainage either overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easement, which will obstruct flow from the area being served. "Utility Easements" (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires and also all rights and uses specified for sewer easements above designated. The owners of all lots and blocks in this addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this addition, to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

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- E. No residence shall be erected on any lot which has an area of less than 14,000 square feet, or a width of less than 80 feet at the front building set back line.
- F. Driveway Access: All lots shall access to Fall Creek Road and shall contain a driveway with a turnaround paved area to permit vehicles to exit each lot without backing out onto the public roadway.
- G. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- H. No trailer, tent, basement, shack, garage, barn or other outbuilding erected hereon shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- I. No private sewage disposal method shall be employed or maintained on any lot in this addition.
- J. No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1700 square feet, in the case of one-story structures, or not less than 1200 square feet in the case of one and one-half, two or two and one-half story structures. The minimum ground floor area shall be measured at the exterior of the dwelling walls and on multi floor level dwellings the vertical projection of the exterior wall lines less the open porches and garages shall enclose the minimum floor area.
- K. No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finish ground elevations, by LKI Holdings, Inc., its successor or assigns. Such authority may be assigned to a Neighborhood Association or Architectural Committee of Lot Owners. In the event LKI Holdings, Inc. fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of LKI Holdings, Inc., as set forth herein, will cease on and after 20 years from the date of the signing of this covenant or upon the erection of a residence on each lot in said addition, whichever occurs sooner.
- L. No fence, wall, hedge or any man-made obstruction shall be permitted within fifty (50) feet to the lakeside property line of each lot, unless approved in writing by LKI Holdings, Inc., its successor or assigns.
- M. Enforcement: 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 structures erected or maintained in violation therein is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, and the Metropolitan Development Commission, their successors or 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. Said provisions shall be in full force and effect until July 1, 2007 at which time said covenants shall be automatically extended for successive periods of ten years (10), unless by a majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidity of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- N. Covenants run with the land: The foregoing covenants, limitations and restrictions are to run with the land and are binding on all persons and parties claiming under them.

instrument and caused their names to be subscribed thereto this 1 day of December, 1986. ;

STATE OF INDIANA)
). SS:
COUNTY OF MARION)

personally appeared before me, the undersigned, a Notary Public in and for said county and State LKI Holdings, Inc. by Thomas S. Osborne, President and Richard O. Hall, Secretary, acknowledge execution of the above and foregoing certificate as its and their act and deed for the uses and purposes therein expressed

Witness my hand and seal this 1st day of December, 1986.

My Commission Expires:
May 24 1989
County of Residence:
Marion

Notary Public Patricia Aikman
(PATRICIA AIKMAN)



LKI HOLDINGS, INC.
formerly
LAKE KESSLER-WOOD, INC.

By Thomas S. Osborne
Thomas S. Osborne, President

Attest Richard O. Hall
Richard O. Hall, Secretary

... for the purposes herein stated.

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RECEIVED
NOTARY PUBLIC
INDIANA