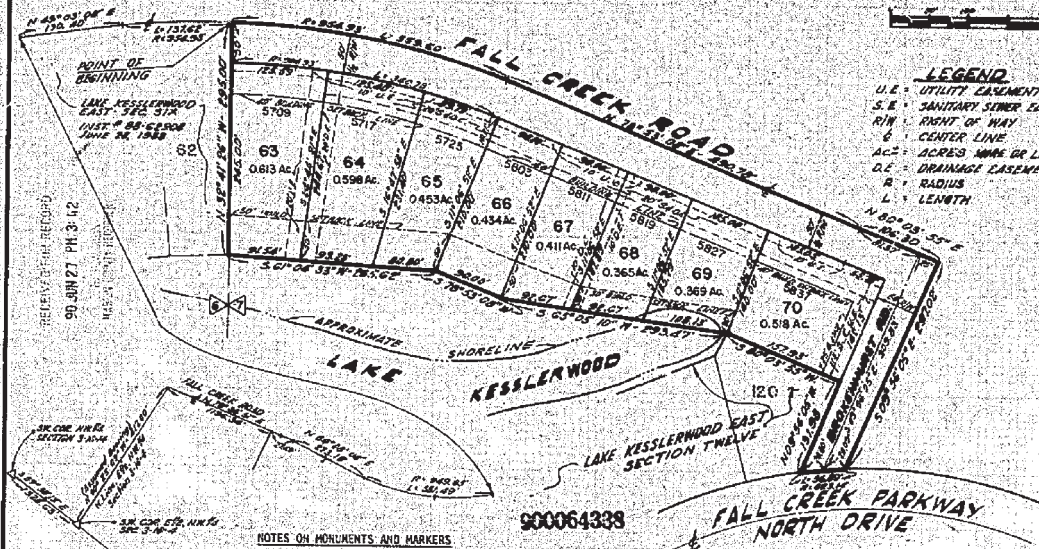


LAKE KESSLERWOOD EAST SECTION SEVEN

900064338

900064338



NOTES ON MONUMENTS AND MARKERS

- Denotes a 4" x 4" x 36" long precast concrete monument with cross cast in top to be set, where shown. Flush with finish grade.
- Denotes a "Copperweld", 5/8" Dia. copper coated steel rod 6" long with 11" Dia. tapered brass cap having a cut "x" in top, to be set, flush with finish street surface over a 5/8" Dia. x 30" long steel rebar.

I, the undersigned, hereby certify that to the best of my professional knowledge, information, and belief, the within plat accurately represents a survey performed under my supervision or part of the East Half of Section 3, Township 16 North, Range 9 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the East Half of the Northwest Quarter of said Section 3; thence along the West line of said Half Quarter Section North 00 degrees 29 minutes 09 seconds West (assumed bearing) 417.00 feet to its intersection with the center line of Fall Creek Road (as located August 20, 1965 and now exists) the next nine courses are along said center line; (1) thence North 79 degrees 34 minutes 51 seconds East 1194.34 feet to the Northwesterly corner of Lake Kesslerwood East Section Six; the plat of which was recorded June 28, 1980 as Instrument 88-62908 in the Office of the Recorder of Marion County, Indiana (the next five courses are along the Northerly line of said Section Six plat); (2) thence continue North 79 degrees 34 minutes 51 seconds East 27.49 feet; (3) thence North 89 degrees 06 minutes 05 seconds East 273.16 feet to a curve having a radius of 549.65 feet; the radius point of which bears North 05 degrees 51 minutes 52 seconds West; (4) thence North 49 degrees 58 minutes 08 seconds East 130.40 feet to a curve having a radius of 924.93 feet; the radius point of which bears South 40 degrees 56 minutes 58 seconds East from said radius point; (5) thence North 49 degrees 58 minutes 08 seconds East 130.40 feet to a curve having a radius of 924.93 feet; the radius point of which bears South 40 degrees 56 minutes 58 seconds East from said radius point; (6) thence North 78 degrees 33 minutes 02 seconds East 490.78 feet; (7) thence North 89 degrees 06 minutes 05 seconds East 166.30 feet; thence South 09 degrees 55 minutes 05 seconds East 297.02 feet to a point on a curve having a Northerly right of way line of Fall Creek Parkway North Drive as located October and November, 1988; thence Southwesterly along said right of way line and said curve 56.88 feet to a point which bears North 31 degrees 08 minutes 03 seconds West from said radius point; thence North 09 degrees 56 minutes 05 seconds West 131.98 feet; thence South 00 degrees 03 minutes 55 seconds West 157.93 feet; thence South 61 degrees 04 minutes 33 seconds West 265.62 feet to the Southeastly corner of said Section Six plat; thence along the Easterly line of said Section Six plat North 32 degrees 41 minutes 26 seconds West 295.00 feet to the Point of Beginning, containing 5.144 acres, more or less.

This subdivision consists of 8 lots, numbered 63 through 70, inclusive. The size of the lots and width of the street are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 7th day of June, 1990

89 P 71

900064338

VOID UNLESS RECORDED BEFORE 6-14-91

900064338

FINAL APPROVAL
PLAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
DIVISION OF DEVELOPMENT SERVICES
MARION COUNTY, INDIANA
JUNE 26 1990
PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN GIVEN
James J. Hunt
James J. Hunt



James E. Dankert, R.L.S. #4028

FILED
JUN 27 1990
LAWRENCE TOWNSHIP ASSESSOR

APPROVED THIS 27th DAY OF JUNE 1990
LAWRENCE TOWNSHIP ASSESSOR
Marian Kempf, DRAFTERMAN

This instrument prepared by James E. Dankert, President of PAUL J. CRISP, INC.

SHEET 1 of 2

LAKE KESSLERWOOD EAST SECTION SEVEN, P.L.C. #71013-0070

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 SEVEN, an addition in Indianapolis, Marion County, Indiana.

900064338

- A. All streets shown are hereby dedicated to the public for its 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. Any encroachment by the waters of Lake Kesslerwood East as shown on the Plat herein or by acts of God or by reasons beyond the Owners' control shall be deemed accepted and permitted by the Lot Owner(s) and any loss resulting thereby shall not be deemed the responsibility of Owners. In the event a Lot may have the water of Lake Kesslerwood overflowing or seeping on or over the Lot, the Lot Owner shall not have any greater rights of access to or use of the encroachment over said Lot Owner's property.
- D. 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.
- E. **Assessments for Drainage, Sewers and Utilities:** Lots are subject to drainage assessments, sewer assessments and utility assessments, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:
 1. **Drainage Assessments (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 the subdivision and adjoining ground and/or public drainage systems and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said assessment be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
 2. **Sewer Assessments (S.E.)** - are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said City and/or County to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
 3. **Utility Assessments (U.E.)** - are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer assessments.
- 4. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lots 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.
- F. 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.
- G. **Driveway Access:** All lots which have access to Fall Creek Road shall contain a driveway with a turnaround paved area to permit vehicles to exit each lot without backing out onto the public roadway.
- H. 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.
- I. 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.
- J. No private sewage disposal method shall be employed or maintained on any lot in this addition.
- K. 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.
- L. No building shall be erected, placed or altered herein until the building plans, specifications and plat 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 those 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.
- M. No fence, wall, hedge or any man-made obstruction shall be permitted within the setback as shown on the plat to the lakeside property line of each lot, unless approved in writing by LKI Holdings, Inc., its successor or assigns.
- N. **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 thereof 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. Invalidation 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.
- O. **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.

In witness whereof, LKI Holdings, Inc., an Indiana Corporation, has executed this instrument and caused their names to be subscribed thereto this 10th day of June, 1990.

900064338

STATE OF INDIANA)
) SS:
COUNTY OF MARION

LKI HOLDINGS, INC.
formerly
LAKE KESSLERWOOD, INC.
By: Thomas S. Osborne
Thomas S. Osborne, President

Personally appeared before me, the undersigned, a Notary Public in and for said County and State of Indiana, 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.

Attest: Richard O. Hall
Richard O. Hall, Secretary

Witness my hand and seal this 10th day of June, 1990.

My Commission Expires: 9-11-93

Notary Public Richard O. Hall
Richard O. Hall
SEAL
INDIANA

County of Residence: Marion

"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, 38-10-5, as amended, or any conditions attached to approval of this plat by the Plat Committee."

Sight Distance at Intersections: No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) feet 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 a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

900064338

900064338



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 SEVEN, an addition in Indianapolis, Marion County, Indiana.

900064338

- A. All streets shown are hereby dedicated to the public for its 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. Any encroachment by the waters of Lake Kesslerwood East as shown on the Plat herein or by acts of God or by reasons beyond the Owners' control shall be deemed accepted and permitted by the Lot Owner(s) and any loss resulting thereby shall not be deemed the responsibility of Owners. In the event a Lot may have the water of Lake Kesslerwood overflowing or seeping on or over the Lot, the Lot Owner shall not have any greater rights of access to or use of the encroachment over said Lot Owner's property.
- D. 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.
- E. **Assessments for Drainage, Sewers and Utilities:** Lots are subject to drainage assessments, sewer assessments and utility assessments, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:
 1. **Drainage Assessments (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 the subdivision and adjoining ground and/or public drainage systems and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said assessment be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
 2. **Sewer Assessments (S.E.)** - are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said City and/or County to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
 3. **Utility Assessments (U.E.)** - are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer assessments.
- 4. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lots 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.
- F. 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.
- G. **Driveway Access:** All lots which have access to Fall Creek Road shall contain a driveway with a turnaround paved area to permit vehicles to exit each lot without backing out onto the public roadway.
- H. 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.
- I. 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.
- J. No private sewage disposal method shall be employed or maintained on any lot in this addition.
- K. 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.
- L. No building shall be erected, placed or altered herein until the building plans, specifications and plat 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 those 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 enforce 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.
- M. No fence, wall, hedge or any man-made obstruction shall be permitted within the setback as shown on the plat to the lakeside property line of each lot, unless approved in writing by LKI Holdings, Inc., its successor or assigns.
- N. **Enforcements:** 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 thereof 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. Invalidation 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.
- O. **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.

In witness whereof, LKI Holdings, Inc., an Indiana Corporation, has executed this instrument and caused their names to be subscribed thereto this 12th day of June, 1990.

900064338

STATE OF INDIANA)
) SS:
COUNTY OF MARION

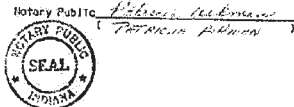
LKI HOLDINGS, INC.
formerly
LAKE KESSLERWOOD, INC.
By: Thomas S. Osborne
Thomas S. Osborne, President

Personally appeared before me, the undersigned, a Notary Public in and for said County and State of Indiana, 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.

Attest: Richard O. Hall
Richard O. Hall, Secretary

Witness my hand and seal this 12th day of June, 1990.

My Commission Expires:
9-11-93



County of Residence:
MARION

"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, 38-10-5, as amended, or any conditions attached to approval of this plat by the Plat Committee."

Sight Distance at Intersections: No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) feet 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 a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

900064338

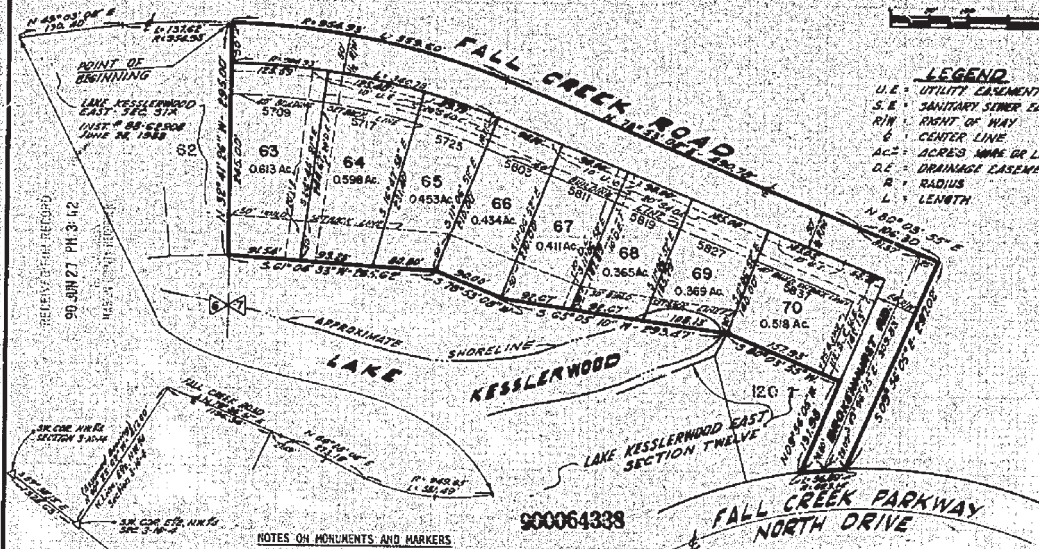
900064338



LAKE KESSLERWOOD EAST SECTION SEVEN

900064338

900064338



NOTES ON MONUMENTS AND MARKERS

- Denotes a 4" x 4" x 36" long precast concrete monument with cross cast in top to be set, where shown. Flush with finish grade.
- Denotes a "Copperweld", 5/8" Dia. copper coated steel rod 6" long with 11" Dia. tapered brass cap having a cut "x" in top, to be set, flush with finish street surface over a 5/8" Dia. x 30" long steel rebar.

I, the undersigned, hereby certify that to the best of my professional knowledge, information, and belief, the within plat accurately represents a survey performed under my supervision or part of the East Half of Section 3, Township 16 North, Range 9 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the East Half of the Northwest Quarter of said Section 3; thence along the West line of said Half Quarter Section North 00 degrees 29 minutes 09 seconds West (assumed bearing) 417.00 feet to it's intersection with the center line of Fall Creek Road (as located August 20, 1965 and now exists) the next nine courses are along said center line; (1) thence North 79 degrees 34 minutes 51 seconds East 1194.34 feet to the Northwesterly corner of Lake Kesslerwood East Section Six; the plat of which was recorded June 28, 1980 as Instrument 88-62908 in the Office of the Recorder of Marion County, Indiana (the next five courses are along the Northerly line of said Section Six plat); (2) thence continue North 79 degrees 34 minutes 51 seconds East 27.49 feet; (3) thence North 89 degrees 06 minutes 05 seconds East 273.16 feet to a curve having a radius of 549.65 feet; the radius point of which bears North 05 degrees 51 minutes 52 seconds West; (4) thence North 49 degrees 58 minutes 08 seconds East 130.40 feet to a curve having a radius of 924.93 feet; the radius point of which bears South 40 degrees 56 minutes 58 seconds East from said radius point; (5) thence North 49 degrees 58 minutes 08 seconds East 130.40 feet to a curve having a radius of 924.93 feet; the radius point of which bears South 40 degrees 56 minutes 58 seconds East from said radius point; (6) thence North 78 degrees 33 minutes 02 seconds East 490.78 feet; (7) thence North 89 degrees 06 minutes 05 seconds East 166.30 feet; thence South 09 degrees 55 minutes 05 seconds East 297.02 feet to a point on a curve having a Northerly right of way line of Fall Creek Parkway North Drive as located October and November, 1988; thence Southwesterly along said right of way line and said curve 56.88 feet to a point which bears North 31 degrees 08 minutes 03 seconds West from said radius point; thence North 09 degrees 56 minutes 05 seconds West 131.98 feet; thence South 00 degrees 03 minutes 55 seconds West 157.93 feet; thence South 61 degrees 04 minutes 33 seconds West 265.62 feet to the Southeastly corner of said Section Six plat; thence along the Easterly line of said Section Six plat North 32 degrees 41 minutes 26 seconds West 295.00 feet to the Point of Beginning, containing 5.144 acres, more or less.

This subdivision consists of 8 lots, numbered 63 through 70, inclusive. The size of the lots and width of the street are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 7th day of June, 1990

89 P 71
900064338

VOID UNLESS RECORDED
BEFORE 6-14-91

FINAL APPROVAL
PLAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
DIVISION OF DEVELOPMENT SERVICES
MARION COUNTY, INDIANA
JUNE 26 1990
PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN GIVEN
James J. Hunt
James J. Hunt

900064338



James E. Dankert, R.L.S. 94088

FILED
JUN 27 1990
LAWRENCE TOWNSHIP
ASSESSOR

APPROVED THIS 27th
DAY OF JUNE 1990
LAWRENCE TOWNSHIP ASSESSOR
Marianne Kumpf, DRAFTERMAN

This instrument prepared by James E. Dankert, President of PAUL J. CRISP, INC.

SHEET 1 of 2

LAKE KESSLERWOOD EAST SECTION SEVEN, P.L.C. #71013-0070

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 SEVEN, an addition in Indianapolis, Marion County, Indiana.

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- M. No fence, wall, hedge or any man-made obstruction shall be permitted within the setback as shown on the plat to the lakeside property line of each lot, unless approved in writing by LKI Holdings, Inc., its successor or assigns.
- N. **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 thereof 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. Invalidation 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.
- O. **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.

In witness whereof, LKI Holdings, Inc., an Indiana Corporation, has executed this instrument and caused their names to be subscribed thereto this 10th day of June, 1990.

900064338

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

LKI HOLDINGS, INC.
formerly
LAKE KESSLERWOOD, INC.
By: Thomas S. Osborne
Thomas S. Osborne, President

Personally appeared before me, the undersigned, a Notary Public in and for said County and State of Indiana, 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.

Attest: Richard O. Hall
Richard O. Hall, Secretary

Witness my hand and seal this 10th day of June, 1990.

My Commission Expires: 9-11-93

Notary Public Richard O. Hall
Richard O. Hall
SEAL
INDIANA

County of Residence: Marion

"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, 38-10-5, as amended, or any conditions attached to approval of this plat by the Plat Committee."

Sight Distances at Intersections: No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) feet 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 a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

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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 SEVEN, an addition in Indianapolis, Marion County, Indiana.

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- A. All streets shown are hereby dedicated to the public for its 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. Any encroachment by the waters of Lake Kesslerwood East as shown on the Plat herein or by acts of God or by reasons beyond the Owners' control shall be deemed accepted and permitted by the Lot Owner(s) and any loss resulting therefrom shall not be deemed the responsibility of Owners. In the event a Lot may have the water of Lake Kesslerwood overflowing or seeping on or over the Lot, the Lot Owner shall not have any greater rights of access to or use of the encroachment over said Lot Owner's property.
- D. 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.
- E. **Assessments for Drainage, Sewers and Utilities:** Lots are subject to drainage assessments, sewer assessments and utility assessments, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:
 1. **Drainage Assessments (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 the subdivision and adjoining ground and/or public drainage systems and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said assessment be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
 2. **Sewer Assessments (S.E.)** - are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said City and/or County to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
 3. **Utility Assessments (U.E.)** - are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer assessments.
- 4. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lots 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.
- F. 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.
- G. **Driveway Access:** All lots which have access to Fall Creek Road shall contain a driveway with a turnaround paved area to permit vehicles to exit each lot without backing out onto the public roadway.
- H. 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.
- I. 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.
- J. No private sewage disposal method shall be employed or maintained on any lot in this addition.
- K. 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.
- L. No building shall be erected, placed or altered herein until the building plans, specifications and plat 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 those 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 enforce the erection of such building or location within 30 days after said plans and specifications have been submitted to it, or in any event, 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.
- M. No fence, wall, hedge or any man-made obstruction shall be permitted within the setback as shown on the plat to the lakeside property line of each lot, unless approved in writing by LKI Holdings, Inc., its successor or assigns.
- N. **Enforcements:** 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 thereof 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. Invalidation 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.
- O. **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.

In witness whereof, LKI Holdings, Inc., an Indiana Corporation, has executed this instrument and caused their names to be subscribed thereto this 12th day of June, 1990.

900064338

STATE OF INDIANA)
) SS:
COUNTY OF MARION

LKI HOLDINGS, INC.
formerly
LAKE KESSLERWOOD, INC.
By: Thomas S. Osborne
Thomas S. Osborne, President

Personally appeared before me, the undersigned, a Notary Public in and for said County and State of Indiana, 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.

Attest: Richard O. Hall
Richard O. Hall, Secretary

Witness my hand and seal this 12th day of June, 1990.

My Commission Expires: 9-11-93

Notary Public Richard O. Hall
Richard O. Hall
SEAL
INDIANA

County of Residence: Marion

"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, 38-10-5, as amended, or any conditions attached to approval of this plat by the Plat Committee."

Sight Distance at Intersections: No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) feet 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 a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

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