

IMAGE/COPY PROPERTY OF MARION COUNTY

INITIALS

VP

\$ 1300
(2)

880062908

SUBDIVISION Lake Forestwood East Section Six

LEGAL part of the E 1/2 of the NW 1/4 and part of the NE 1/4 of Sec 3, T16N, R4E

CROSS REFERENCE

DECLARATION

DMD/VOID STAMP
LAND SURVEYOR
TOWNSHIP
AUDITOR
NOTARY

✓
✓
✓
✓

FOR LICENSING SALE IC 36-2-7-10

RECEIVED FOR RECORD
88 JUN 28 PM 2:22
BETH O'LAUGHLIN
MARION COUNTY RECORDER

TOWNSHIP

Lawrence

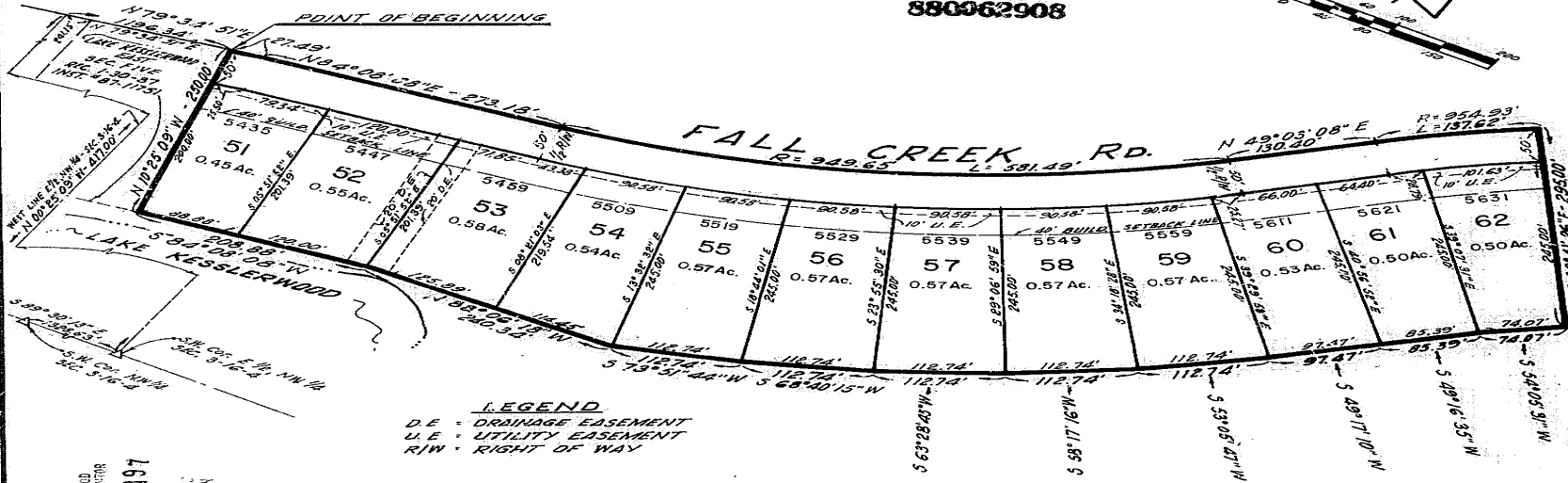
RETURN TO:

Paul Cripe
842-6777

LAKE KESSLERWOOD EAST SECTION SIX

RECEIVED FOR RECORD
88 JUN 28 PM 2:27
DETH O'LAUGHLIN
MARION COUNTY RECORDER

880062908



LEGEND
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
R.W. = RIGHT OF WAY

880062908

880062908

I, the undersigned, hereby certify that to the best of my knowledge and belief the within plat accurately represents a survey performed under my supervision of part of the East half of the Northwest Quarter and part of the Northeast Quarter of Section 3, Township 18 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the East Half of said Northwest Quarter; thence North 00 degrees 25 minutes 09 seconds West along the West line of said Half Quarter Section 417.00 feet to its intersection with the center line of Fall Creek Road (as located August 20, 1963 and now exists, the next six courses are along said center line); (1) thence North 79 degrees 34 minutes 51 seconds East 1198.34 feet to the Northeast corner of Lake Kesslerwood East Section Five, a subdivision in Marion County, Indiana, the plat of which was recorded in the Office of the Recorder of Marion County, Indiana on January 30th 1987 as Instrument No. 87-11751 and the Point of Beginning; (2) thence continuing North 79 degrees 34 minutes 51 seconds East 27.49; (3) thence North 84 degrees 08 minutes 08 seconds East 273.18 to a curve having a radius of 949.65 feet, the radius point of which bears North 05 degrees 51 minutes 52 seconds West; (4) thence Northeast along said curve 581.49 feet to a point which bears South 49 degrees 03 minutes 08 seconds East 130.40 feet to a curve having a radius of 954.93 feet, the radius point of which bears South 40 degrees 56 minutes 52 seconds East; (5) thence Northeast along said curve 137.62 feet to a point which bears North 32 degrees 41 minutes 28 seconds West from said radius point; thence South 32 degrees 41 minutes 28 seconds East 295.00 feet; thence South 54 degrees 05 minutes 52 seconds East 40 minutes 15 seconds West 112.74 feet; thence South 49 degrees 16 minutes 35 seconds West 85.39 feet; thence South 49 degrees 17 minutes 10 seconds West 97.47 feet; thence South 53 degrees 05 minutes 47 seconds West 112.74 feet; thence South 58 degrees 17 minutes 18 seconds West 112.74 feet; thence South 41 minutes 28 seconds West 112.74 feet; thence South 68 degrees 40 minutes 15 seconds West 112.74 feet; thence South 73 degrees 51 minutes 44 seconds West 112.74 feet; thence North 88 degrees 06 minutes 18 seconds West 240.34 feet; thence South 84 degrees 08 minutes 08 seconds West 208.88 feet to the Southeast corner of said Lake Kesslerwood East Section Five; thence along the East line thereof North 10 degrees 25 minutes 09 seconds West 250.00 to the Place of Beginning, containing 7.82 acres, more or less.

This subdivision consists of 12 lots numbered 51 through 62 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 16th day of June, 1988.



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

APPROVED THIS 24th DAY OF June 1988
LAWRENCE TOWNSHIP ASSESSOR
M. J. Campbell, JR. ASSESSOR

FILED
JUN 28 1988
LAWRENCE TOWNSHIP ASSESSOR

FINAL APPROVAL
PLAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
DIVISION OF DEVELOPMENT SERVICES
MARION COUNTY, INDIANA
6-28-88

PROPER PUBLIC NOTICE OF THE
PLAT HAS BEEN GIVEN TO THE
PROPERTY OWNERS AND ADJACENT
PROPERTY OWNERS.

[Signature]

VOID UNLESS RECORDED
BEFORE 5-11-90

880062908

161810307708

88162908

880062908

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.

880062908

- This subdivision shall be known and designated as LAKE KESSLERWOOD EAST SECTION SIX, 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 main, 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.
 - 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. If 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. 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.
 - 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.

In witness whereof, LKI Holdings, Inc., an Indiana Corporation, has executed this instrument and caused their names to be subscribed thereto this 14th day of June, 2008.

STATE OF INDIANA)
COUNTY OF MARION) SS: 880062908

Personally appeared before me, the undersigned, a Notary Public in and for said County and State of Indiana, 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 14th day of June, 2008.

LKI HOLDINGS, INC.
Formerly
LAKE KESSLERWOOD, INC. 880062908
By: Thomas S. Osborne
Thomas S. Osborne, President
Attest: Richard O. Hall
Richard O. Hall, Secretary

My Commission Expires: 8-24-09
Notary Public: Patricia A. Korman
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, SS-A0-3, 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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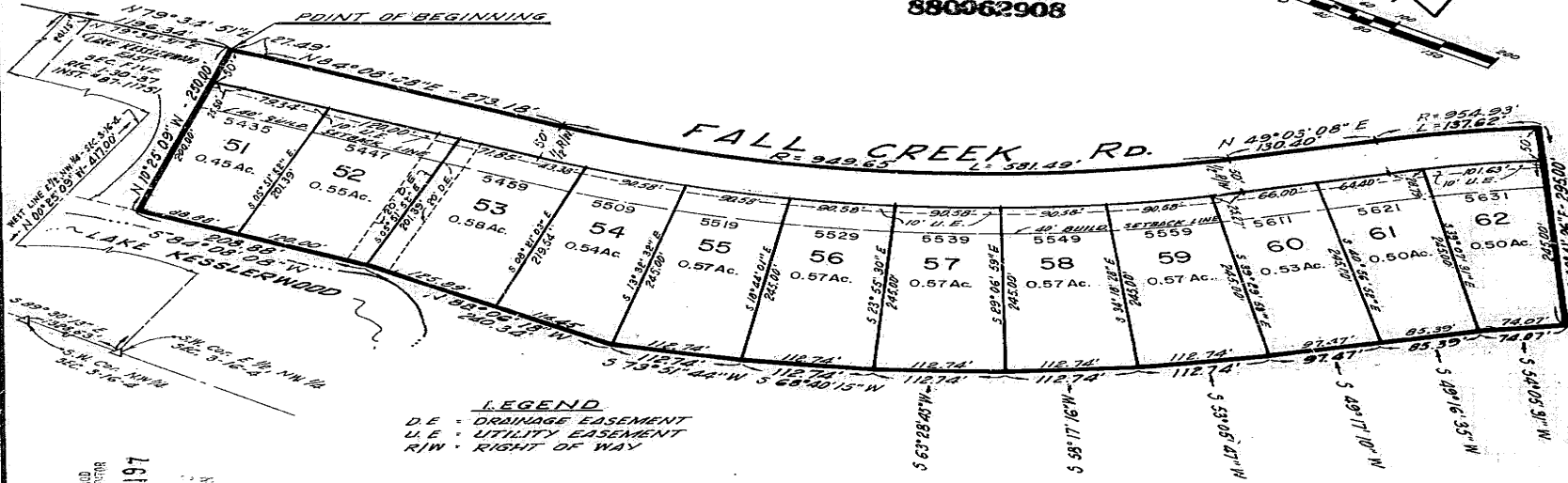
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JUN 28 PM 2:29

LAKE KESSLERWOOD EAST SECTION SIX

88 JUN 28 PM 2:27
 BETH O'LAUGHLIN
 MARION COUNTY RECORDER

880062908



LEGEND
 D.E. = DRAINAGE EASEMENT
 U.E. = UTILITY EASEMENT
 R.W. = RIGHT OF WAY

880062908

880062908

I, the undersigned, hereby certify that to the best of my knowledge and belief the within plat accurately represents a survey performed under my supervision of part of the East half of the Northwest Quarter and part of the Northeast Quarter of Section 3, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the East Half of said Northwest Quarter; thence North 00 degrees 25 minutes 09 seconds West along the West line of said Half Quarter Section 417.00 feet to its intersection with the center line of Fall Creek Road (as located August 20, 1963 and now exists, the next six courses are along said center line); (1) thence North 79 degrees 34 minutes 51 seconds East 1198.34 feet to the Northeast corner of Lake Kesslerwood East Section Five, a subdivision in Marion County, Indiana, the plat of which was recorded in the Office of the Recorder of Marion County, Indiana on January 30th 1987 as Instrument No. 87-11751 and the Point of Beginning; (2) thence continuing North 79 degrees 34 minutes 51 seconds East 27.49; (3) thence North 84 degrees 08 minutes East 273.18 to a curve having a radius of 949.65 feet, the radius point of which bears North 05 degrees 51 minutes 52 seconds West; (4) thence Northeast along said curve 581.49 feet to a point which bears South 49 degrees 56 minutes 08 seconds East 130.40 feet to a curve having a radius of 954.93 feet, the radius point of which bears South 40 degrees 56 minutes 52 seconds East; (5) thence Northeast along said curve 137.62 feet to a point which bears North 32 degrees 41 minutes 28 seconds West from said radius point; thence South 32 degrees 41 minutes 26 seconds East 295.00 feet; thence South 54 degrees 05 minutes 31 seconds West 74.07 feet; thence South 49 degrees 16 minutes 35 seconds West 85.39 feet; thence South 49 degrees 17 minutes 10 seconds West 97.47 feet; thence South 53 degrees 05 minutes 47 seconds West 112.74 feet; thence South 58 degrees 17 minutes 18 seconds West 112.74 feet; thence South 41 minutes 26 seconds East 295.00 feet; thence South 68 degrees 40 minutes 15 seconds West 112.74 feet; thence South 73 degrees 51 minutes 44 seconds West 112.74 feet; thence South 88 degrees 06 minutes 18 seconds West 240.34 feet; thence South 84 degrees 08 minutes 08 seconds West 208.88 feet to the Southeast corner of said Lake Kesslerwood East Section Five; thence along the East line thereof North 10 degrees 25 minutes 09 seconds West 250.00 to the Place of Beginning, containing 7.82 acres, more or less.

This subdivision consists of 12 lots numbered 51 through 62, 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 16th day of June, 1988.



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

APPROVED THIS 28th DAY OF June 1988
 LAWRENCE TOWNSHIP ASSESSOR
Maude Campbell DISTRICT CLERK

FILED
 JUN 28 1988
 LAWRENCE TOWNSHIP ASSESSOR

FINAL APPROVAL
 PLAT COMMITTEE
 METROPOLITAN DEVELOPMENT COMMISSION
 DIVISION OF DEVELOPMENT SERVICES
 MARION COUNTY, INDIANA
 6-28-88

PROPER PUBLIC NOTICE OF THE
[Signature]

VOID UNLESS RECORDED
 BEFORE 5-11-90

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88162908

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 - 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.
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 - 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. 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.
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In witness whereof, LKI Holdings, Inc., an Indiana Corporation, has executed this instrument and caused their names to be subscribed thereto this 14th day of June, 2008.

STATE OF INDIANA)
COUNTY OF MARION) SS: 880062908

Personally appeared before me, the undersigned, a Notary Public in and for said County and State of Indiana, 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 14th day of June, 2008.

LKI HOLDINGS, INC.
Formerly
LAKE KESSLERWOOD, INC. 880062908
By: Thomas S. Osborne
Thomas S. Osborne, President
Attest: Richard O. Hall
Richard O. Hall, Secretary

My Commission Expires: 8-24-07
Notary Public: Patricia A. Korman
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, SS-A0-3, 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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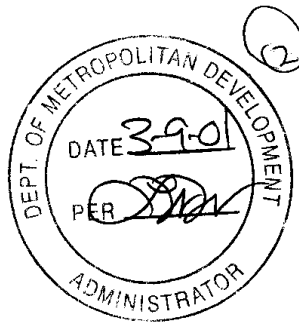
FILED
FEB 28 2001
LAWRENCE TOWNSHIP
ASSESSOR

MARTHA A. WONACKS
MARION COUNTY RECORDER

362020 MAR-95

AMENDMENT TO THE 1986
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRANSFER

KESSLERWOOD EAST LAKE ASSOCIATION, INC.



THIS AMENDMENT to the September 30, 1986 DECLARATION OF COVENANTS AND RESTRICTIONS OF KESSLERWOOD EAST LAKE ASSOCIATION, INC. was passed at a special meeting of the Members of the Kesslerwood East Lake Association on January 9, 2001.

WITNESSETH

WHEREAS, on June 7, 2000, the Board of Directors of the Kesslerwood East Lake Association called and noticed an August 16, 2000 Special Members Meeting to discuss the desirability of amending the 1986 Declaration of Covenants and Restrictions of the Association by adding a Parking Covenant and Restriction, and, if the attendees were generally in favor, to receive their advice regarding the preferred language for such amendment; and

WHEREAS, as the members at the meeting generally favored the amendment, the amendment language was modified to accommodate their suggestions and the amendment was then, along with a proxy for a Special Members Meeting, circulated to association members; and

WHEREAS, after the Board of Directors, at their December 19, 2000 meeting, determined they had more proxies in their possession than the bylaw required 75% (95 lots x .75 = 71.25) of the Association Members entitled to vote, noticed a January 9, 2001 Special Members Meeting by mailing a notice to each Member addressed to the members address last appearing on the association books, postage prepaid. The notice contained a description of the meeting purpose and its date, time and place as required by the Association Bylaws; and

WHEREAS, at the Special Members Meeting held on January 9, 2001 at 7 PM at 5694 E Fall Creek Parkway N Dr, Indianapolis, IN the Secretary voted the 73 proxies he held in favor of the Parking Covenant and Restriction amendment to the 1986 Declaration of Covenants and Restrictions of Kesslerwood East Lake Association, Inc.; and

NOW, THEREFORE, as all requirements of the Association Bylaws and the 1986 Declaration of Covenants and Restrictions of Kesslerwood East Lake Association, Inc. have been meticulously complied with, upon recordation of this document by the Marion County Recorder, this Parking Covenant and Restriction amendment to the 1986 Declaration of Covenants and Restrictions of Kesslerwood East Lake Association, Inc. shall be effective.

PARKING COVENANT AND RESTRICTION

"No lot owner shall park, store, or otherwise cause to park or store, for a period exceeding seven (7) days, any boat, trailer, recreational vehicle (RV), bus, truck (except for a non-commercial pick up truck with a maximum load capacity of three-quarter (3/4) ton or less), or a wrecked (or inoperable) vehicle of any type upon the owners property adjoining Lake Kesslerwood East, unless said vehicle is parked, placed or stored within the confines of the members garage except that sail or manually operated boats may be stored out of doors if they are not visible from outside the property.

"No commercial motor vehicle or trailer shall be parked, stored, maintained or kept on an owners property unless the vehicle serves as the sole vehicular transportation of a resident of the property upon which it is

03/09/01 11:52AM WANDA MARTIN MARION CTY RECORDER MEM 92.00 PAGES: 2

Inst # 2001-0036599

parked, stored, maintained or kept and it is parked, placed or stored within the owners garage. Commercial motor vehicles in the course of making normal and reasonable service calls are exempt from this provision.

"Any exceptions to this covenant must be requested in writing and be approved by the Lake Kesslerwood East Association Board."

IN WITNESS WHEREOF, the President and the Secretary of the Association have executed this instrument on the 8th day of February, 2001.

Richard M. Tempero
 Richard M. Tempero, President


Lincoln F. Ford
 Lincoln F. Ford, Secretary

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Richard M. Tempero, President and Lincoln F. Ford, Secretary of Lake Kesslerwood East Association, Inc., who, first being duly sworn upon their oaths, hereby certify and state that the facts contained in such Affidavit are true and that they sign this Affidavit as their voluntary act and deed.

Witness my hand and Notarial seal, this 8th day of February, 2001.

Joy Y. Kostoff
 Notary Public
 Joy Y. Kostoff
 Resident of Marion County, IN



My Commission Expires:
 10-05-06

This instrument prepared by James A. Buck, Attorney at Law

CROSS REFERENCE

Lake Kesslerwood East Sec. 4	86-102628
Lake Kesslerwood East Sec. 5	87-11751
Lake Kesslerwood East Sec. 6	88-62908
Lake Kesslerwood East Sec. 7	90-64338
Lake Kesslerwood East Sec. 8	89-27843
Lake Kesslerwood East Sec. 9	89-27846
Lake Kesslerwood East Sec. 10	89-68872
Lake Kesslerwood East Sec. 11	89-125100
Lake Kesslerwood East Sec. 12	90-64339