



of 175,000 feet; running thence S 01°04'29" W parallel with said East line a distance of 150,000 feet; running thence N 90°00'00" W parallel with the South line thereof a distance of 200,000 feet; running thence S 01°04'29" W parallel with said East line a distance of 175,000 feet to a point on the South line thereof; running thence W 90°00'00" E on and along said South line a distance of 100,000 feet; running thence N 01°04'29" E parallel with the East line thereof a distance of 175,000 feet; running thence N 90°00'00" W parallel with the South line thereof a distance of 1140,118 feet; running thence N 01°04'29" E parallel with the East line thereof a distance of 1028,793 feet; continuing thence N 89°53'29" E parallel with said North line a distance of 208,730 feet; running thence N 0°03'10" E a distance of 130,933 feet to a point in the North line of the aforementioned South half of the Southwest quarter; said

Distance of 100 South line a distance of 50,000 feet to all corners were found to be

The undersigned, owners of the above described real estate, hereby certify that they do lay off, plat and subdivide the This subdivision shall be known and designated as "PAKKEWOOD ADDITION". The streets, if not heretofore dedicated, are hereby dedicated to the public. There are strips of ground of various width as shown on this plat and marked "Utility & Drainage Easements" which are hereby granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners' rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets structure. No building structure or accessory building shall be erected closer to the side of any lot than 6 ft. and the total of both Minimum rear yards shall be 20 feet. Where buildings are erected on more than one single lot this restriction shall apply multiple lots.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than a one-story structure, nor less than 900 square feet in the case of a multiple story structure, provided; less than an aggregate of 1200 square feet of finished and liveable floor area.

No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the farmer. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything annoyance or nuisance to the neighborhood.

No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct or kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding

No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank absorptive be located or constructed on any lot or lots herein except as approved by said health authority.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications have been approved as to the conformity and harmony of external design with existing structures herein and as to the building elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized resignation of any member of said committee, the remaining member, or members shall have full authority to approve or disapprove representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period same, the owner may proceed then with the building according to the plans as approved. Neither the committee members nor any compensation for services performed pursuant to this covenant.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings or violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damages.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the lot rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to or street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances maintained at sufficient height to prevent obstruction of such sight lines.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Metropolitan Planning Department. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall which shall remain in full force and effect. In addition to the above covenants, all covenants previously submitted and become binding to the above subdivision. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed

Southwo  
*David L. ...*  
David L. ...

County of Marion }  
State of Indiana } ss

Before me, the undersigned a Notary Public in and for said County and State personally appeared the above and acknowledged voluntary act and deed and affixed their signatures thereto  
Witness my signature and seal this 17 day of JULY, 1973

My commission expires JULY 14, 1976

NOTARY PUBLIC  
W.C. MILLER  
10121 1011 W  
MIDSTATE ENGINEERING CO. INC.

This instrument is prepared by  
MIDSTATE ENGINEERING CO. INC.

