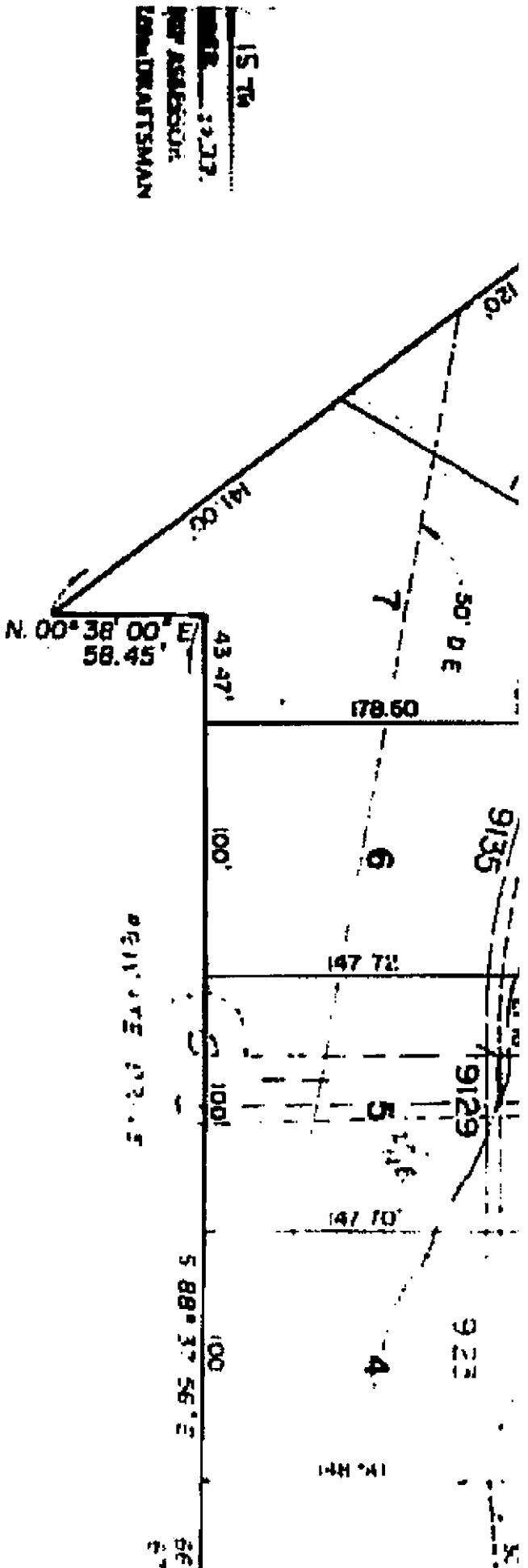


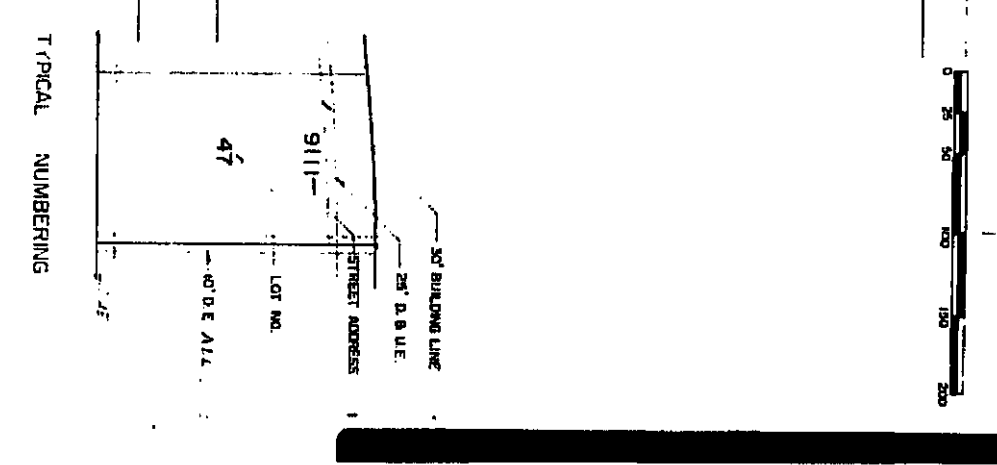
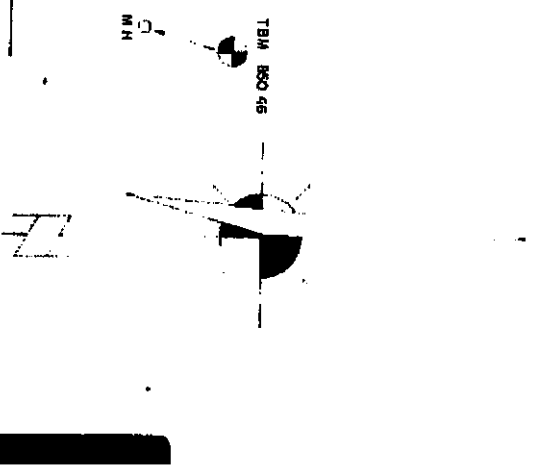
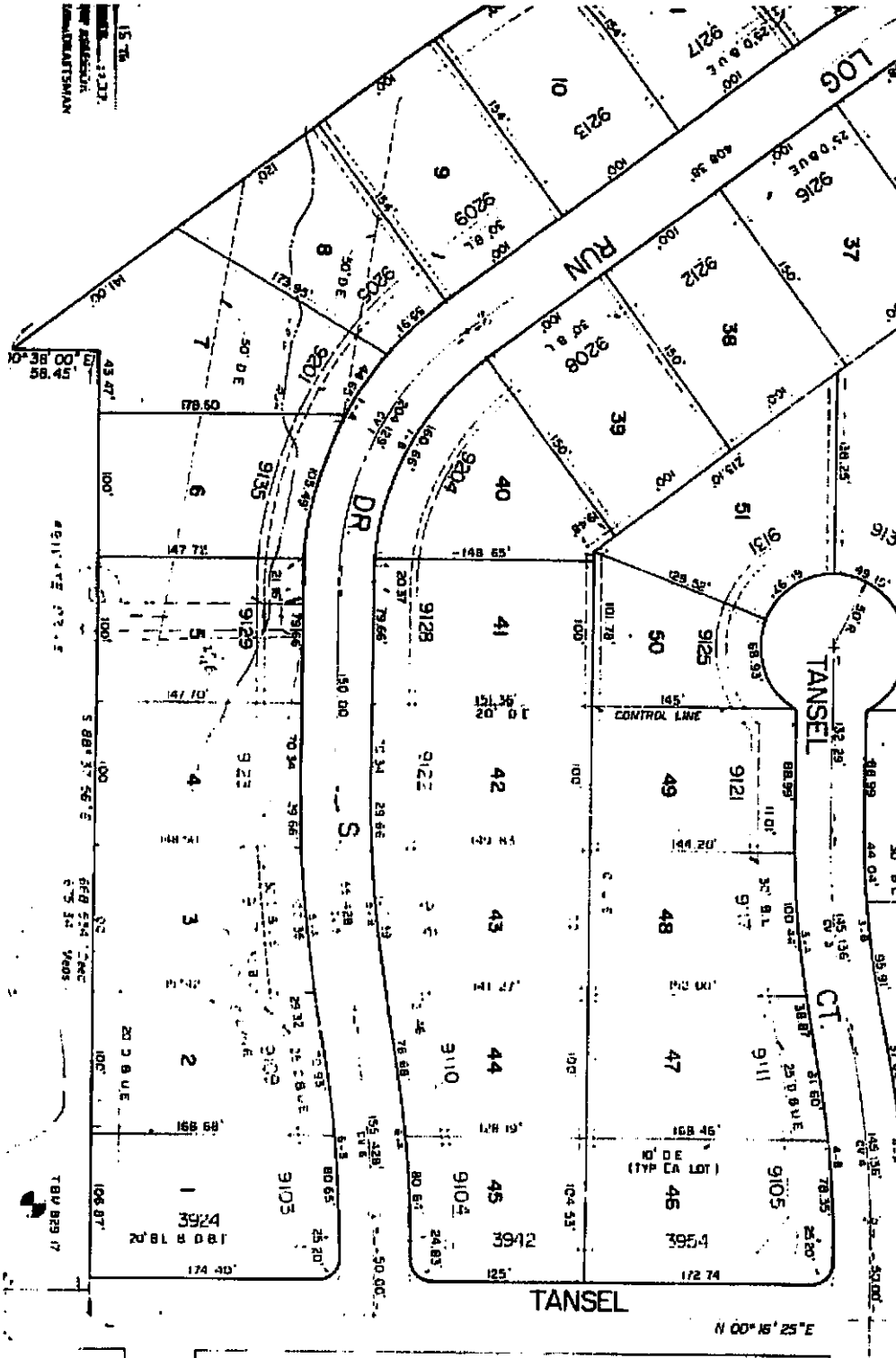
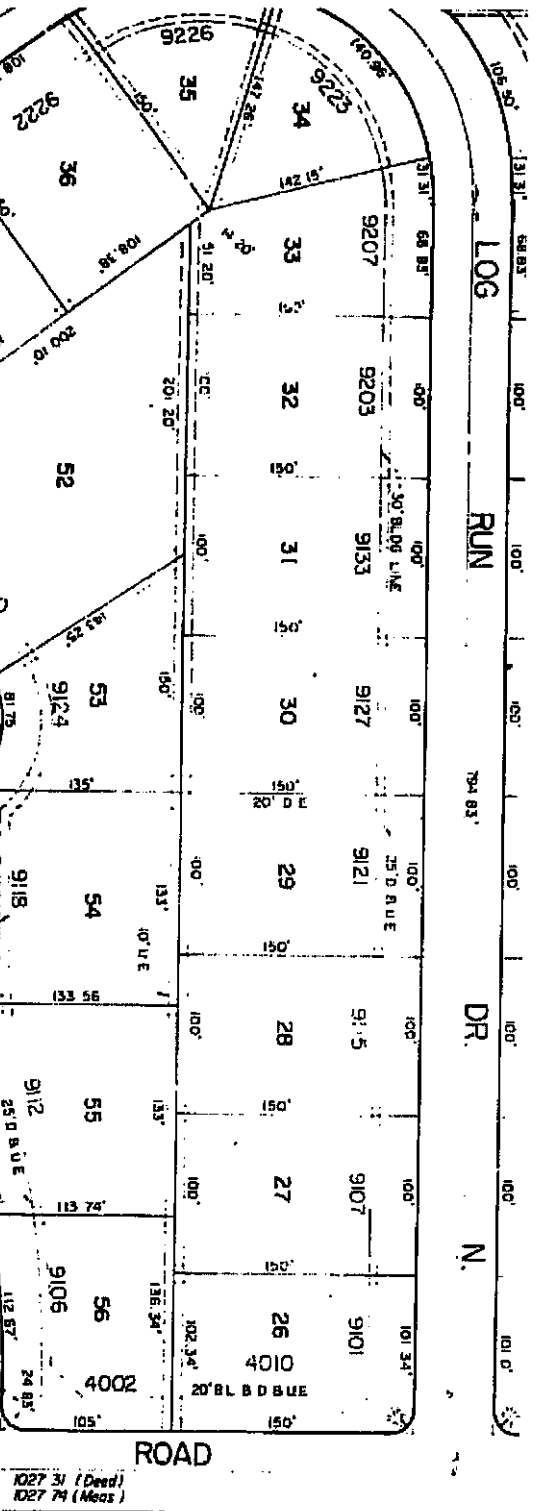
# TANSEL WOOD ESTATES



71 505111

1927

1927

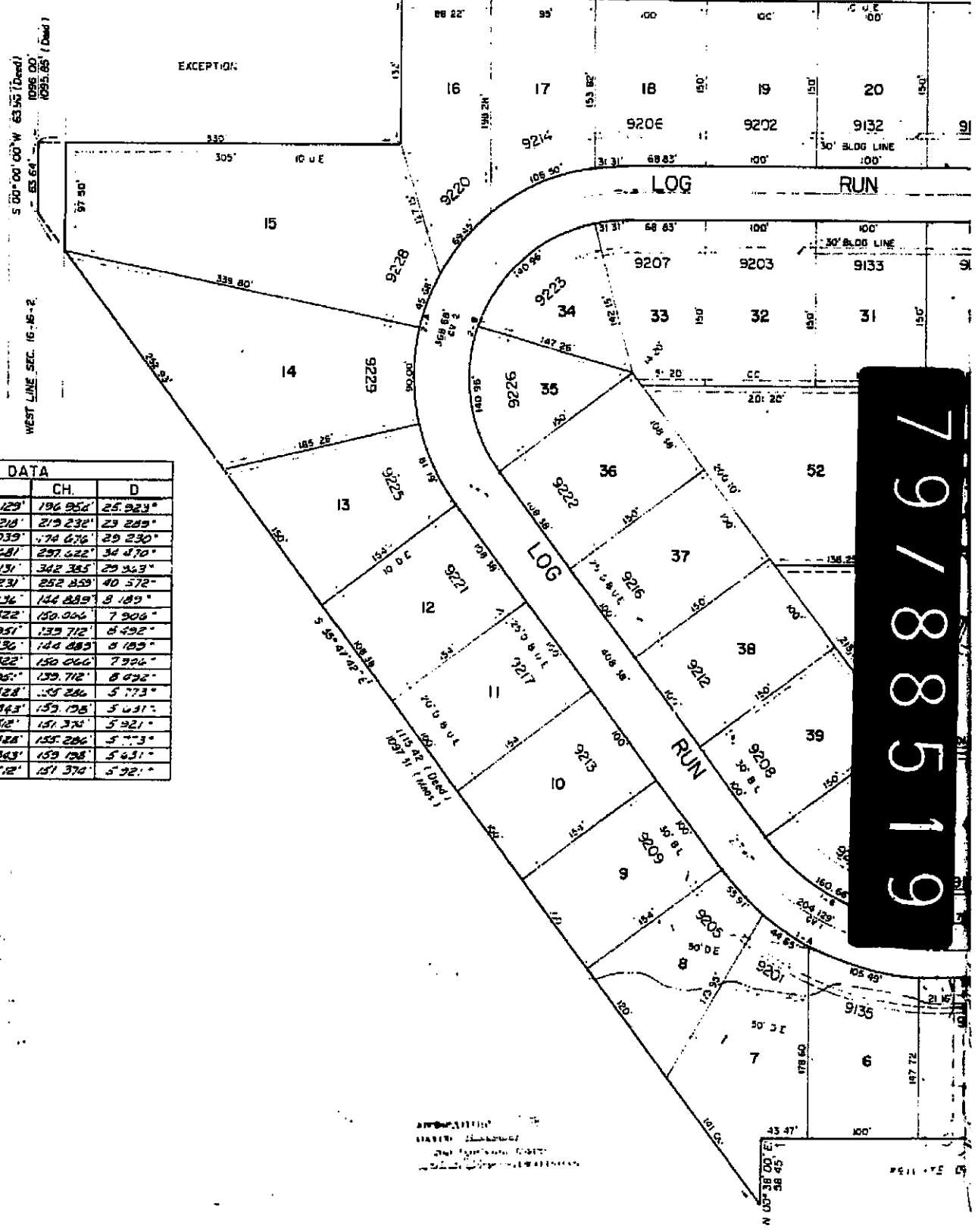


15 TB  
 1307  
 NEW PUBLICATION  
 SCHUMBAERTSMAN

NORTH LINE W 1/2 SW 1/4 SEC 6-E-2  
 NW COR SW 1/4 SEC 16-16-2

7-1-2-5-1-1

N 89° 43'  
 V. 89° 43'



5 00° 00' 00" W 63.95' (Dead)  
 1096.00'  
 1095.65' (Dead)  
 63.64'

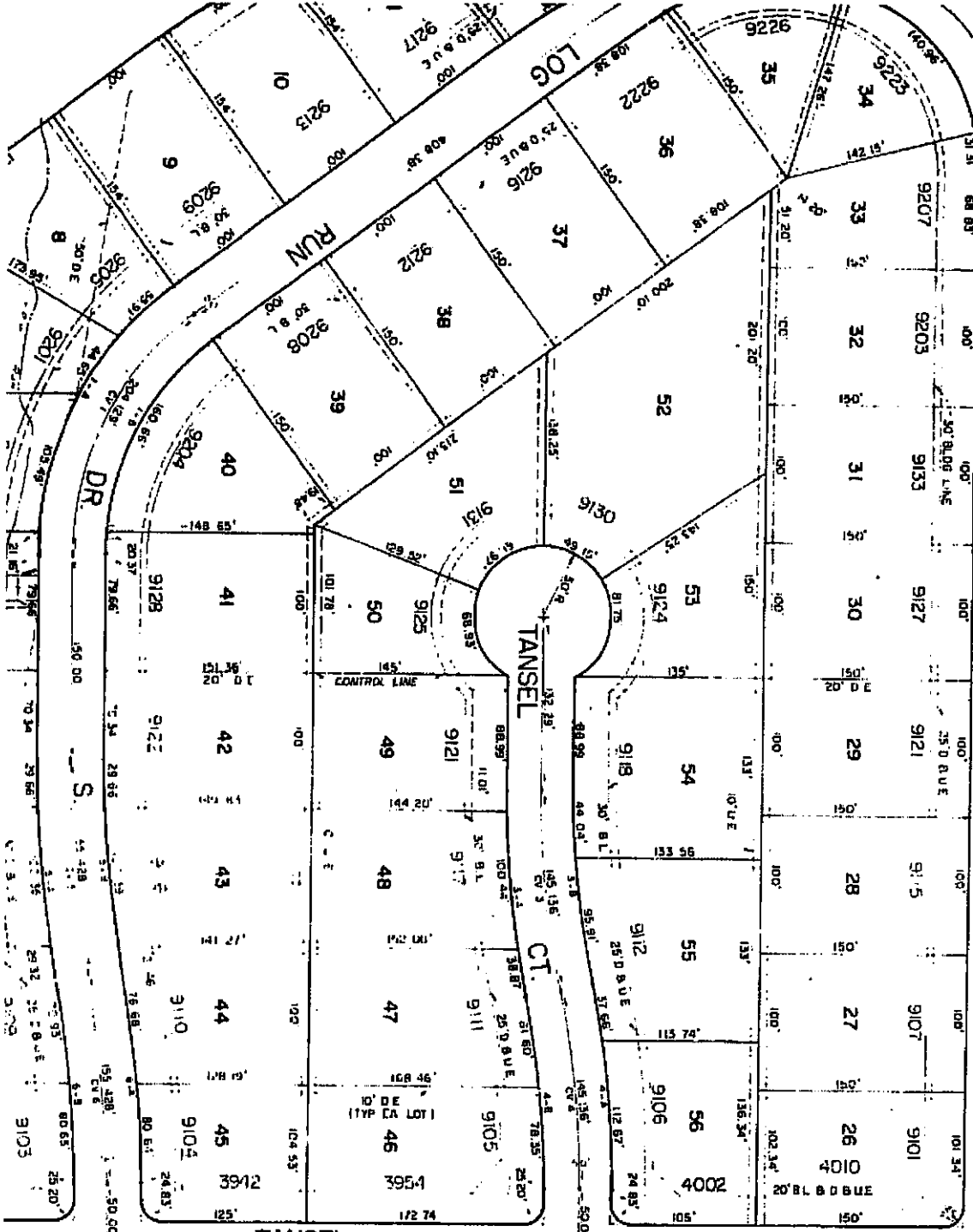
DATA		
L	CH.	D
204 129	196 954	25 923°
227 218	219 232	23 249°
181 039	174 676	29 230°
368 681	297 622	34 470°
626 151	342 385	29 249°
313 231	252 859	40 572°
145 126	144 889	8 189°
150 322	150 666	7 904°
139 951	139 712	8 492°
145 136	144 889	8 189°
150 322	150 666	7 904°
139 951	139 712	8 492°
155 428	155 286	5 773°
159 343	159 128	5 431°
151 512	151 374	5 921°
155 428	155 286	5 773°
159 343	159 128	5 431°
151 512	151 374	5 921°

79188519

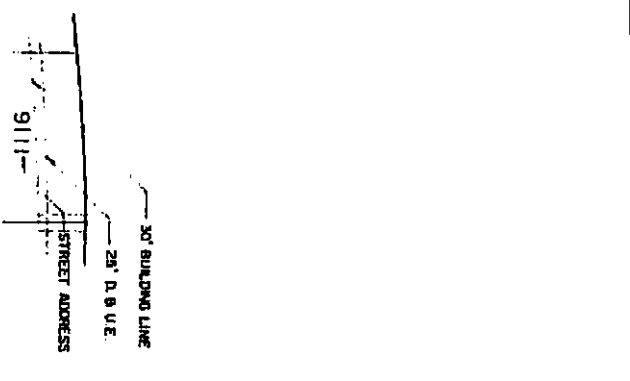
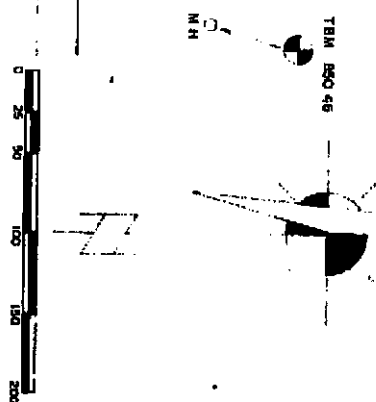
**TANSEL WO  
 ESTATES**

138 221 (Meas)  
 1334 181 (Meas)  
 1298 22

9214	17	9206	18	9202	19	9132	20	9126	21	9120	22	9114	23	9106	24	9102	25	4024
------	----	------	----	------	----	------	----	------	----	------	----	------	----	------	----	------	----	------



1027 31 (Deed)  
 1027 24 (Meas)



CO

...the land estate shall be conveyed and described ... shall be given and ... and ... shall be ...

These structures shall be known and designated as ... in ... in ...

All ... shall be ... and not ... dedicated ... to the public.

In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned hereby adopt and establish the following protective covenants, each and all running to the benefit of each and every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all the unto each grantor and their heirs and/or assigns.

1. Land Use. Lots may be used only for residential purposes and only one single-family dwelling, a private garage and other such necessary buildings as are usual and incidental to the use of a residential lot may be constructed thereon. No portion of any lot may be sold or subdivided such that there will be thereby a greater number of houses thereon than the number of the original lots platted hereon. Garages and such other necessary buildings shall be subordinate in size related to the dwelling. No more than forty per cent (40%) of the lot area of any lot may be used for dwellings, garages and necessary buildings.
2. Building Control. Prior to construction of any structure upon a lot, the building plans therefore, including plat plans, specifications plans for landscaping, and any other data or information which may be requested, must be submitted to the Building Committee for its approval, said approval to be evidenced by a written instrument executed by a majority of the Building Committee and delivered to the person or persons requesting such approval.
3. Building Committee: The Building Committee consists of three members and shall be initially composed of the following members: Robert E. Scott, James A. Scott, and Otto A. Kolditz. In the event of the death, disability or resignation of any of the aforementioned members, the remaining member or members are authorized to select the successor or successors to fill the vacancy or vacancies created. A majority of the members of the Building Committee constitutes a quorum of the transaction of business and the decision of a majority is controlling and final. The Building Committee is authorized to determine

# COVENANTS

Whether the location of the proposed structures, and the plans and specifications show conformity and harmony of location and external design with existing structures, and whether the building and property setback lines are in conformity with applicable plat requirements. It shall also undertake such other duties and responsibilities as are assigned to it herein. No charge will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of 30 days after submission, the Building Committee is deemed to have approved such plans. Upon the death, disability or resignation of all the original members of the Building Committee, the Owners of the lots shall elect a new Building Committee for the purposes set forth in these covenants.

4. Dwelling Size: No residence may be constructed on any lot unless such residence, exclusive of open porches, attached garages, and basements, shall have a ground level floor area of 1500 square feet, if a one-story structure or a ground level floor area of 1200 square feet if the structure has more than one story, provided that in the case of a building with more than one story, there must be at least 800 square feet in addition to the ground level area; provided further that in no event shall any residence have a floor level area of less than 1400 square feet.
5. Temporary Structures: No trailer, shack, tent, boat, basement, garage or other out-building may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.
6. Building Location and Grade Line Elevations: No building may be erected between the building lines shown on the plat; and the property line, no structure or part thereof may be built or erected nearer than 15 feet to any yard line. A grade line elevation, shown on the recorded plat, is hereby established as a minimum grade line for each lot and no improvements may be constructed below the minimum grade line for each lot shown on the plat without the written consent of the Building Committee and the Board of Public Works of the City of Indianapolis. Before building commences, said grade line shall be physically checked on the lot and certified by a licensed Professional Engineer or a licensed Land Surveyor.

7. **Building Completion:** Unless a delay is caused by strikes, ~~war~~ ~~injunction~~ or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within a year after the date of commencement of the building process, after which time the Building Committee may re-enter, take possession of said lot, without notice, and sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.
8. **Assessments for Drainage, Sewers and Utilities.** Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies, and governmental agencies as follows: (a) 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 the subdivisor and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner the waterflow. 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. Said easements are for the mutual use and benefits of the owners of all lots in the addition. (b) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purpose 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. (c) Utility Easement (U.E.) are created for the use of Public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. All such easements mentioned therein include the right of reasonable ingress and egress for the exercise of the other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement.
9. **Driveways.** All driveways shall be paved simultaneously with construction of the dwelling and the type of construction and materials must be first approved by the Building Committee.

10. Vehicle Parking. No camper, motor home, truck, trailer or boat may be stored on any lot in open public view.
11. Signs. No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.
12. Fencing. Without the approval of the Building Committee, no fence, wall, hedge or shrub planting higher than 18 inches shall be permitted between the front property line and the dwelling situated on the lot, except where such planting is part of the house landscaping and the prime root thereof is within four feet of the house.
13. Vegetation: Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from unwanted growth at all times. Failure to comply shall warrant any landowner in said subdivision to cut weeds and clear the lot of such growth at the expense of the lot owner, and such lot owner shall have a lien against said real estate for the expense thereof.
14. Nuisances: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
15. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.
16. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.
17. Storage Tanks. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.



18. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line.
19. Enforcement The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Building Committee, the owners of the lots in the subdivision, their heirs and assigns, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Building Committee, any owner or owners, by or through any such violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Department of Metropolitan Development of Marion County, its successors or assigns.
20. Severability: invalidation of any of those covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.
21. General Provisions: The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Marion County Recorder's Office. Except as the same may be amended from time to time, the foregoing restrictions will be in full force and effect until December 13, 2002, at which time they will be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners it is agreed that these Covenants shall terminate in whole or in part.
22. Lot Number 15: The owners of Lot 15 in Tunnel Woods Estate, shall not have ingress or egress to County Line Road.

Witness my hand and seal this \_\_\_\_\_ day of

1977.

KELOCO ENTERPRISES, INC.

Osse A. Keldier