



120
YEARS OF SERVICE
LOOKING AHEAD

Not Just for One Transaction, But for Life

First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

① All lots, except _____ the peninsula to the Indianapolis Power and Light Company, at the South end of Lewis Marshall, shall be designated as residential lots. On said residential lots only 1 single family dwelling, with garage and accessory buildings, may be erected.

2. 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 narrower than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.

3. No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.

4. 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.

5. No trailer, tent, basement, shack, garage, barn or other out-building erected hereon shall at any time be used as a residence, temporarily or permanently, nor any structure of a temporary character be used as a residence.

6. Private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.

7. An approved water supply system shall be available in said area, individual wells shall be permitted, providing location, efficiency of supply and purity is the Marion County Health and Hospital Corporation.

8. No structure shall be erected unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1600 square feet, in the case of one and one-half, two or two and one-half story structures. The ground floor area shall be the elevation nearest to the elevation of the highway in front of the dwelling.

9. All be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in 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 with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKE KILNHALLE ESTATES a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location 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 has been filed within the time specified, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall be named in the deed conveying the premises to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the execution of a building on each lot in said addition, whichever occurs sooner.

10. No structure shall be erected on any lot which obstructs sight lines at elevations between _____ feet above the ground level. Street lines shall be placed or permitted to remain on any corner lot _____ feet from the corner of any street. Street lines shall be placed or permitted to remain on any rounded property corner _____ feet from the corner of any street. The same sight line limitations shall apply to the intersection of a street line with the edge of a driveway. No structure shall be permitted to remain within such distances of any street line as to obstruct sight lines at elevations between _____ feet above the ground level.

overments hereby granted by the METROPOLITAN PLAN Commission.

WITNESS our hands and seal this 1st day of Sept, 1965.

LAKE KILNHALLE ESTATES, Inc.

BY M. L. Hall, President

BY Koz Barney, Secretary

BY Koz Barney

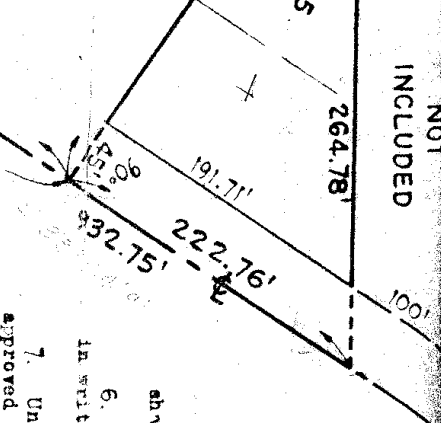
BY K. Pauline Barney

BY M. L. Hall

BY Koz Barney

BY Dr. Allen K. Harbert

BY Koz Barney



NOT INCLUDED

All lots, except the peninsula to the Indianapolis Power and Light Company, at the bath in designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory building

1. No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning or
2. No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet
3. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance to
4. No trailer, tent, basement, shack, garage, barn or other out-building erected hereon shall at any time be used as a residence, or shall any structure of a temporary character be used as a residence.
5. No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.
6. Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficient
7. 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 1400 square feet in the case of one and one-half, two or two and one-half story structures. The ground floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.
8. No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including the location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove 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 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 seal not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.

WITNESS our hands and seal this 1st day of Sept., 1965.

LAKE WALKER, L.L. ESTIMATES, INC.

By M. L. Hall M. L. Hall, President

By Max Barney Max Barney

By K. F. Kahl K. F. Kahl

By Dr. Allan G. Hancock Dr. Allan G. Hancock