

WEST WOOD II, SECTION ONE

The undersigned, American Community Development Corporation by David C. McKinney, President, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots, common properties, and other facilities for the beneficial use and enjoyment thereof. The right-of-way of Moller Road not previously dedicated is hereby dedicated for the public use, in accordance with the within plat.

This subdivision shall be known as WEST WOOD, II SECTION ONE, a subdivision on Marion County, Indiana.

1. Lots designated upon the plat as numbered 1 through 86 are hereby reserved for single family, residential use. No one story residence shall be erected on any lot in this addition having a main floor area of less than 900 square feet and no residence with more than one story shall have a main floor area of less than 660 square feet nor less than 900 square feet of total living area exclusive of open porches, garages, or basements.
2. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said property shall be of a new construction and no buildings or structures shall be moved from other locations onto said property and no subsequent buildings or structures other than single family homes shall be constructed.
3. Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.
4. Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building, structure or fence.
5. No individual sewage disposal system shall be installed for use or be used to provide for the disposal on any lot within this subdivision. Sanitary sewer lines shall be available for hook-on and shall be used as the sole and exclusive method for sewage disposal.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this subdivision, except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes.
7. No individual water supply system shall be installed for use, or be used to supply water to a single family residence constructed on any lot within this subdivision. Individual water systems installed for ancillary or auxiliary purposes shall be permitted by these restrictions, if otherwise permitted by law and in compliance with all applicable laws, ordinances rules and regulations governing the construction or use thereof; however, all proposed uses of geothermal water systems must initially receive approval from the Architectural Committee of American Community Development Corporation before being allowed to be constructed.

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8. Every single-family dwelling, outbuilding, or other structure permitted to be constructed or remain on any lot shall be completed on the exterior within one (1) year from the start of construction, including at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed and the site grades, sodded or seeded and reasonably landscaped within one (1) year from the date of the commencement of construction thereof. During the period of construction of any structure on any lot, the lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate unreasonably on any such lot.
9. All streets and alleys shown and not heretofore dedicated are hereby dedicated to the public.
10. Front and side building lines are established as shown on this plat between which lines and the property lines of the street no structure shall be erected or maintained. 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 line 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 trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.
11. 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, 58-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

12. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants or covenants contained in said Declaration of Covenants, Conditions and Restrictions.
13. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
14. These covenants and restrictions shall run with and bind the land, and shall insure to the benefit of and be enforceable by American Community Development Corporation, its successors or assigns, or the owner of and lot in this addition, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this plat is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least 90% during the first 20 years and 75% thereafter of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

In witness whereof, American Community Development Corporation, by David C. McKinney, has executed this instrument and caused its seal to be affixed there to this 14th day of JANUARY, 1988.

OWNER AND SUBDIVIDER:

American Community Development Corporation

By: David C. McKinney  
 DAVID C. MCKINNEY, President

STATE OF INDIANA            )  
   ) SS:  
 COUNTY OF                    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared American Community Development Corporation by David C. McKinney, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my Hand and Notarial Seal this 14th day of JANUARY 1988.

Notary Public Margaret E. Lusk

County of Residence HANCOCK