COVENANTS

FOR

LAKELAND MANOR

HENDRICKS COUNTY
DECLARATION OF REAL ESTATE RESTRICTIONS
AND
DEDICATION OF UTILITY EASEMENTS
IN
LAKELAND MANOR SUBDIVISION

The undersigned, Milan Rehn and Bertie A. Rehn and Bertie A. Rehn, husband and wife, being the owners of certain lands in Hendricks County, do hereby subdivide said lands into lots which shall hereafter be known as Lakeland Manor Subdivision, said lands being described and set off into lots as shown and designated on the plat of survey recorded and filed in the county recorder's office of Hendricks County, Indiana, and being certified by Alan Stanley, registered land surveyor.

We hereby dedicate and set over for the use of the public for highway purposes all streets shown on said plat exclusive of those already dedicated. All owners of the streets also to all covenants as shown on said plat or described herein and to the restrictive covenants hereof.

Said Subdivision shall be hereafter known as Lakeland Manor Subdivision, Plat A, and consist of Nineteen lots, numbered 1 to 19, both inclusive. No, as sole owners of all the lands of said Subdivision do hereby declare the following covenants, regulations and provisions as now set forth herein, shall be included in all deeds of conveyance, contracts of sale, mortgages or documents of any nature pertaining to said lands, lots, or tracts of land therein, by reference, and that such covenants, regulations and provisions shall run with the land and the title thereto, and that December 31, 1977, or such other time as later established in accordance with the terms and conditions herein provided.

1. There are strips of ground as shown on the plat which are reserved for public utility purposes, not including transportation mains or laterals or sewers, subject to or other structures shall be erected or maintained upon said strips, but the several owners shall take their respective titles subject to the rights of the public utilities and to the rights of all other owners of this subdivision.

2. Building Location: No building shall be located on any lot nearer to the front property line than the minimum set-back line as shown on the plat of subdivision.

3. Building Size: All lots of this subdivision shall be used for single family residence purposes only. All such single family residences or private dwellings, shall contain at least 1200 square feet of floor space on first floor level, exclusive of garages and porches.

4. Building Materials: No unusual type of materials may be used for building purposes without the consent of all of the other owners of land within said subdivision. Construction, such as cinder, cement concrete, volcanic ash and slag blocks, brick or stone may be used.

5. Temporary Buildings: No trailer, mobile home, basement, tent, shack, barn or any out building erected upon said real estate shall at any time be used as a residence, temporarily or permanently.

6. Livestock: No livestock of any kind, except household pets shall be kept on any portion of the above described real estate.

7. Rubbish and Trash: No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All such waste materials shall be kept in sanitary containers, approved incinerators or other equipment, and all such shall be kept in a clean and sanitary condition.

8. Sewage Disposal: All lots shall be equipped with septic tanks, dry wells and/or grease traps with adequate finger systems; Kitchen sinks and disposals shall be attached to the disposal system in accordance with the requirements of the Indiana State Board of Health at the time of installation. No outside toilet shall be placed upon or used on any portion of the lands of this subdivision.

9. All lots of this subdivision are hereby restricted to residential purposes only. No nuisance or offensive practices, trade or activity shall be maintained or carried on upon any portion of the lots of this subdivision, nor shall anything be done thereon which shall become a nuisance to the neighborhood at large.

10. Re-subdivision. No lot in this subdivision may be re-subdivided for building purposes. Lot lines may be altered by appropriate conveyances, but such portions of lots when added to an adjoining lot shall be incorporated in and be deemed a part of such original lot.

11. All storage tanks for petroleum products shall be placed within buildings or buried under ground, except butane gas facilities.

12. The Owners propose, but without obligation so to do, to construct a dam and lake as indicated upon the plat of this subdivision. If and when said dam and lake are constructed, the Owners reserve the right to subdivide portions of all lots bordering on said lake to the extent required to constitute a lake having a maximum elevation of 970 feet U.S.C.S., as measured from an elevation survey marker established upon or near said proposed dam.
13. Community Association: If and when the Owners of the lots of this subdivision organize into a nonprofit organization having a written constitution and by-laws and operating through appropriate, designated officers and representatives, the management, maintenance and control of all parkways, play grounds, recreation areas and the lake, if and when built, shall be under the exclusive jurisdiction and control of such Association. Membership in the Association shall be limited to the respective lot owners of said subdivision. The Association may establish a schedule of dues and fees if required for the purpose of carrying on the functions of said Association. No fees, dues or assessments shall be charged against the original subdividers nor the lots and lands of the original subdivision as owned by them.

14. Violations: If the owner or owners of any of the lots of this subdivision shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in said subdivision to prosecute at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent such violation or to recover damages for the same. A violation of any of these covenants shall not result in a reversion or forfeiture of title.

15. Change of Covenants: These covenants shall run with the land and shall be binding on all parties to conveyance of any lots and all parties claiming under them until December 31, 1977, at which time said covenants shall be automatically extended for successive ten (10) year periods thereafter, unless by vote of a majority of all of the then owners agreeing to change said covenants in whole or in part.

Invalidation of any one or more of these covenants by appropriate judgment or decree shall in no wise affect any of the provisions which shall remain in full force and effect.

MADE AND EXECUTED this 16 day of July, 1957.

Milan Rehm
Hattie A. Rehm

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Milan Rehm and Hattie A. Rehm, husband and wife, they being to me personally known and acknowledged the execution of the foregoing instrument as their free and voluntary act and deed.

WITNESS My hand and Notarial Seal this 16 day of July, 1957.

(SEAL) My Commission Expires: Jan. 17, 1959
Norman S. Comer, Notary Public

R.H.C.

ENTERED FOR RECORD JULY 27, 1957 AT 9:47 A.M.  R.H.C.

No. 10358

DEDICATION OF LAND FOR PUBLIC USE

MILAN REHM and HATTIE A. REHM, husband and wife of Hendricks County, State of Indiana, do hereby certify that they are the owners and proprietors of the following
No. 3454

AMENDMENT TO DECLARATION OF REAL ESTATE RESTRICTIONS AND DECLARATION OF UTILITY EASEMENTS IN LAKELAND MANOR SUBDIVISION.

We, the undersigned, Milan Rehm and Hattie Rehm, husband and wife, being all of the owners of all of the Lots in Plat A, Lakeland Manor Subdivision, do hereby amend the "DECLARATION OF REAL ESTATE RESTRICTION AND DECLARATION OF UTILITY EASEMENTS IN LAKELAND MANOR SUBDIVISION", recorded as Document # 10357 on the 27th day of July, 1957, in Miscellaneous Record 36 at page 237-8 in the following regards. to-wit: Paragraph 4: Building Restrictions shall be amended to read as follows:

1. BUILDING MATERIALS: No unusual type of materials may be used for building purposes without the consent of all of the other owners of lands within Plat A of said subdivision. Material for construction, such as cinder, cement concrete, volcanic ash and slag blocks and tile must be covered with brick or stone veneer above the ground. No imitation of brick or stone may be used. The exterior of all buildings in this subdivision shall be of fireproof construction and materials on the exterior to a minimum of 39 feet above the graded lawn.

Made and executed this 21 day of May, 1958.

Milan Rehm
Hattie Rehm

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Personally appeared before me, a Notary Public, in and for the County and State aforesaid, Milan Rehm and Hattie Rehm, husband and wife, and acknowledge the execution of the foregoing instrument as their free and voluntary act.

Witness my hand and Notarial Seal this 21 day of May, 1958.

Claus D. Raber
(Claus D. Raber) Notary Public

(SEAL) My commission expires June 16, 1959
Entered for Record May 26, 1958 at 3:34 P.M.

R.H.C.

No. 3461

AFFIDAVIT

STATE OF INDIANA, COUNTY OF MARION, SS:

Ethel Wolfe, of legal age, being first duly sworn on her oath, says:

That she is the owner of the following described real estate in Hendricks County, Indiana, to-wit:

A part of Northwest quarter of the Northeast quarter of Section 34, Township 16 North, Range 1 East, bounded and described as follows:

Beginning at the North half mile stone of said section 34 and running thence East on and along the North line of said quarter section a distance of 475.86 feet; thence running South 23 degrees and 19 minutes West a distance of 304.26 feet; thence running South 54 degrees and 24 minutes West a distance of 89.46 feet and to the beginning point of this description; and from said beginning point continue South 54 degrees and 24 minutes West a distance of 52 feet; thence running South 66 degrees and 45 minutes West a distance of 52 feet; thence running North 35 degrees West a distance of 122 feet; thence running North 46 degrees and 54 minutes East a distance of 100 feet; thence running South 36 degrees East a distance of 145 feet and to the place of beginning, estimated to contain 31/100 acres. more or less.
DEDICATION OF LAND FOR USE BY PUBLIC
UTILITY COMPANIES

MILAN REHM and HATTIE A. REHM, husband and wife, of Hendricks County, State of
Indiana, do hereby certify that they are the owners and proprietors of the following
described real estate in Hendricks County, State of Indiana, being strips of land, the
following widths, to-wit:

(1) Ten (10) feet, being five (5) feet on either side of the line dividing Lots
2 and 3 in Lakeland Manor Subdivision, Plat A.

(2) Five (5) feet laying west of and adjacent to the west line of Lot 5 in Lake-
land Manor Subdivision, Plat A.

(3) Ten (10) feet, being five (5) feet on either side of the southwesterly line
of Lot 5 in Lakeland Manor Subdivision, Plat A and the same extended in a northwesterly
direction for a distance of twenty (20) feet.

(4) Two (2) feet, being one (1) foot on either side of a center line described
as follows: From the northwesterly corner of Lot 6 in Lakeland Manor Subdivision,
Plat A, project the westerly line of said lot in a northwesterly direction and measure
fifty (50) feet to the point of beginning; and continuing thence in a northwesterly
direction, on the same projected line, a distance of twenty (20) feet.

(5) Two (2) feet, being one (1) foot on either side of a center line described
as follows: From the northwesterly corner of Lot 6 in Lakeland Manor Subdivision run
south 5 degrees west a distance of twenty (20) feet.

(6) Ten (10) feet, being five (5) feet on either side of the line dividing Lots
7 and 8 in Lakeland Manor Subdivision, Plat A.

(7) Ten (10) feet, being five (5) feet on either side of the line dividing Lots
8 and 9 in Lakeland Manor Subdivision, Plat A.

(8) Ten (10) feet laying northeasterly and adjacent to the southwesterly line of
Lot 10 in Lakeland Manor Subdivision, Plat A.

(9) Ten (10) feet laying west of and adjacent to the east line of Lot 19 in Lake-
land Manor Subdivision, Plat A.

(10) Ten (10) feet, being five (5) feet on either side of the line dividing Lot
16 and the area shown as "Dedicated Lake Access" in Lakeland Manor Subdivision, Plat A.

(11) Ten (10) feet, being five (5) feet on either side of the line dividing Lots
14 and 15 in Lakeland Manor Subdivision, Plat A.

(12) Ten (10) feet, being five (5) feet on either side of the line, dividing Lots
12 and 13 in Lakeland Manor Subdivision, Plat A.

The above mentioned Lakeland Manor Subdivision, Plat A. was recorded July 27, 1957
in Plat Book 4, page 112, Hendricks County Records.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the aforesaid owners and pro-
prietors, for value received, do hereby set aside, grant and dedicate to the Public
Utility Companies of the State of Indiana, the title to an easement for the purpose of
ingress and egress for the installation and maintenance of utility lines, over and ac-
cross all of the above described real estate.

IN WITNESS WHEREOF, the grantors herein have hereunto subscribed their names and
set their hands and seals this 25 day of October, 1958.

Milan Rehm
(Milan Rehm)
Hattie A. Rehm
Jewell A. Harris, being duly sworn upon his oath says that his mother, Grace A. Harris is now deceased, she having died intestate on the 29th day of December, 1932 leaving surviving her as her sole and only heirs at law her husband Walter T. Harris, and this affiant Jewell A. Harris and a daughter, Lucile M. Flora.

That the said Walter T. Harris is also now deceased, he having died intestate on the 17th day of April, 1959.

Signed and sworn to before me this 4th day of January, 1964.

My commission expires

(Notary Public)

DECLARATION OF REAL ESTATE RESTRICTIONS

IN

LAKEVIEW MANOR SUBDIVISION, PLAT "H"

The undersigned, Milan Rohe and Hattie A. Rohe, husband and wife, being the owners of certain lands in Hendricks County, do hereby subdivide said lands into lots which shall hereafter be known as Lakeview Manor Subdivision, Plat "H", said lands being described and set off into lots as shown and designated on the plat of survey certified by Alan Staver, Registered Land Surveyor.

We hereby dedicate and setover for the use of the public for highway purposes all streets shown on said plat exclusive of those already dedicated. All owners of the within described lots shall take their titles subject to such dedication and subject also to all easements as shown on said plat or described herein and to the restrictive covenants hereinafter.

Said Subdivision shall be hereafter known as Lakeview Manor Subdivision, Plat "H" and consist of Seventeen lots, numbered 20 to 32 both inclusive. We, as sole owners of all the lands of said Subdivision do hereby declare the following covenants, regulations and provisions as now set forth herein, shall be included in all deeds of conveyance, contracts of sale, mortgages or documents of any nature pertaining to said land, lots or tracts of land therein, by reference, and that such covenants, regulations and provisions shall run with the land and the title thereto until December 31, 1981, or such other time as later established in accordance with the terms and conditions herein provided.

1. There are strips of ground as shown on the plat which are reserved for public utility purposes, not including transportation, mains or laterals or sewers, subject at all times to the proper authorities and in the easement herein reserved. No permanent or other structures shall be erected or maintained upon said strips, but all such owners shall take their respective titles subject to the rights of the public utilities and to the rights of all other owners of this subdivision.

2. Building Location: No building shall be located on any lot nearer to the front property line than the minimum set-back line as shown on the plat of subdivision, nor within 15 feet of any side property line.

3. Building Size: All lots of this subdivision shall be used for single family residence purposes only. All such single family residences of one or one and one-half stories, shall contain at least 1200 square feet of floor space on first floor level exclusive of garages and porches. All such single family residences of two stories, shall contain not less than 1800 square feet of living area, in the aggregate, exclusive of garages and porches. All such single family residences of tri-level design shall contain not less than 1600 square feet of living area, in the aggregate, exclusive of garages and porches. All houses of two stories shall have attached garages of not less than 400 square feet of floor area.
All storage tanks for petroleum products shall be placed within buildings or buried underground except that no outdoor gas tanks will be located in and adjacent to any dwelling units or structure unless required by local code.

Building Materials: The material of construction of the tank and its supporting structure must be corrosion-resistant and strong enough to support the weight of the tank and its contents. The tank should be designed to withstand internal and external pressures.

Temporary buildings, including mobile homes, carports, decks, and porches, shall be kept off any portion of the property described. Temporary buildings shall be maintained in a clean and sanitary condition.

Livestock: No livestock shall be kept on any portion of the property described. Any livestock to be kept shall be confined to a maximum of two head and shall be kept in a clean and sanitary condition.

Sheds: All sheds shall be of a size not exceeding 14' x 14' and shall be located in a suitable area.

Ponds: Any pond on the property shall be properly fenced and shall not exceed 100 square feet in area.

Driveways: All driveways shall be of suitable material and shall be maintained in a good condition.

Yards: Yards shall be kept free of trash, garbage, and debris. Any junk or trash shall be removed from the property.

Exterior Walls: Exterior walls shall be maintained in a clean and sanitary condition.

Inspection: All buildings, structures, and equipment shall be inspected periodically to ensure compliance with the provisions of this agreement.

Sanitation: All trash, garbage, and debris shall be removed from the property in a timely manner.

Penalties: Any violation of the provisions of this agreement shall result in a fine of $50.00 per violation. Repeat violations shall result in a fine of $100.00 per violation.

 Witnesses: The undersigned witnesses shall serve as witnesses to the execution of this agreement.

Date: [Date]

[Signature] [Signature]