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CLERK OF COURTS  
MARION COUNTY, INDIANA

55005-1378

# COUNTRY FARMS

## PLAT RESTRICTIONS AND DEDICATIONS

ASSIGNED, FOUNDERS DEVELOPMENT CORPORATION, AN INDIANA CORPORATION, THE REAL ESTATE DESCRIBED IN THE PLAT OF COUNTRY FARMS ADDITION, DEES OFF, PLAT AND SURVIVE THE SAME IN ACCORDANCE WITH THE PLAT AND ON, COUNTRY FARMS CONSISTS OF FIFTY-EIGHT (58) LOTS NUMBERED 1 THROUGH INCLUSIVE. THE FOLLOWING RESTRICTIONS, LIMITATIONS AND COVENANTS ARE IMPOSED UPON AND SHALL RUN WITH THE LAND CONTAINED IN SUCH PLAT.

THE FOREGOING PLAT SHALL BE KNOWN AND DESIGNATED AS COUNTRY FARMS, AN ADDITION IN MARION COUNTY, INDIANA, AND WILL CONTAIN NO MORE THAN FIFTY-EIGHT (58) LOTS.

EACH LOT SHALL BE CONVEYED AS A SEPARATELY DESIGNATED LEGALLY DESCRIBED FREEHOLD ESTATE, SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS IN THESE COVENANTS SET FORTH.

IF THE PARTIES HERETO, OR ANY OF THEM OR THEIR HEIRS OR ASSIGNS SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THESE COVENANTS, RESTRICTIONS, PROVISIONS OR CONDITIONS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OWNING ANY REAL PROPERTY SITUATED IN THE SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE SUCH COVENANTS, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, OR TO RECOVER DAMAGES FOR SUCH VIOLATION.

ALL SUCH DAMAGES, TOGETHER WITH THE INTEREST THEREON AND COSTS OF COLLECTION THEREOF, SHALL BE A CONTINUING LIEN UPON THE LOT UNTIL PAID IN FULL. SUCH DAMAGES SHALL ALSO BE THE PERSONAL OBLIGATION OF THE OWNER OF THE LOT AT THE TIME WHEN THE DAMAGES BECAME DUE AND PAYABLE. ANY DAMAGES NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DATE THE SAME BECAME DUE AND PAYABLE SHALL BEAR INTEREST FROM THE DUE DATE AT A PERCENTAGE RATE NOT GREATER THAN TWELVE PER CENTUM (12%) PER ANNUM.

ALL LOTS IN THIS SUBDIVISION ARE RESERVED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES ONLY.

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21. NO RESIDENCE SHALL BE ERECTED ON ANY LOT HAVING A MAIN FLOOR AREA OF LESS THAN 900 SQUARE FEET IN THE CASE OF A ONE-STORY STRUCTURE AND 660 SQUARE FEET IN THE CASE OF A MULTI-STORY STRUCTURE EXCLUSIVE OF OPEN PORCHES, CARPORTS AND GARAGES IN ALL CASES. AT LEAST SEVENTY-FIVE (75%) OF THE SINGLE FAMILY RESIDENCES SHALL CONTAIN A MINIMUM OF ONE THOUSAND (1,000) SQUARE FEET OF MAIN FLOOR AREA UNTIL THE PROJECT HAS BEEN COMPLETED.

22. UNLESS A DELAY IS CAUSED BY STRIKES, WAR, COURT INJUNCTION OR ACTS OF GOD, THE EXTERIOR OF ANY DWELLING OR STRUCTURE BUILT UPON ANY LOT SHALL BE COMPLETED WITHIN ONE (1) YEAR AFTER THE DATE OF COMMENCEMENT OF THE BUILDING PROCESS, AFTER WHICH TIME, FOUNDERS DEVELOPMENT CORPORATION MAY RE-ENTER, TAKE POSSESSION OF SAID LOT, COMPLETE THE DWELLING OR STRUCTURE AND WITHOUT NOTICE, 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.

23. ALL DRIVEWAYS IN THE SUBDIVISION SHALL BE PAVED WITH EITHER ASPHALT OR CONCRETE. ALL RESIDENCES CONSTRUCTED WITHIN THE SUBDIVISION SHALL HAVE AT LEAST A ONE-CAR ATTACHED GARAGE.

24. THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT MARKED DRAINAGE AND/OR UTILITY EASEMENTS WHICH ARE RESERVED AS EASEMENTS FOR THE USE OF THE MUNICIPALITY IN WHICH THIS ADDITION IS LOCATED AND PUBLIC UTILITY COMPANIES FOR THE INSTALLATION, MAINTENANCE, USE, REPAIR AND REMOVAL OF SEWERS, WATER MAINS, GAS MAINS,

## PLAT RESTRICTIONS AND DEDICATIONS

THE UNDERSIGNED, FOUNDERS DEVELOPMENT CORPORATION, AN INDIANA CORPORATION, OWNER OF THE REAL ESTATE DESCRIBED IN THE PLAT OF COUNTRY FARMS ADDITION, DOES HEREBY LAY OFF, PLAT AND SUPPLY THE SAME IN ACCORDANCE WITH THE PLAT AND DESCRIPTION. COUNTRY FARMS CONSISTS OF FIFTY-EIGHT (58) LOTS NUMBERED 1 THROUGH 58, ALL INCLUSIVE. THE FOLLOWING RESTRICTIONS, LIMITATIONS AND COVENANTS ARE HEREBY IMPOSED UPON AND SHALL RUN WITH THE LAND CONTAINED IN SUCH PLAT.

1. THE FOREGOING PLAT SHALL BE KNOWN AND DESIGNATED AS COUNTRY FARMS, AN ADDITION IN MARION COUNTY, INDIANA, AND WILL CONTAIN NO MORE THAN FIFTY-EIGHT (58) LOTS.
2. EACH LOT SHALL BE CONVEYED AS A SEPARATELY DESIGNATED LEGALLY DESCRIBED FREEHOLD ESTATE, SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS IN THESE COVENANTS SET FORTH.
3. IF THE PARTIES HERETO, OR ANY OF THEM OR THEIR HEIRS OR ASSIGNS SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THESE COVENANTS, RESTRICTIONS, PROVISIONS OR CONDITIONS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OWNING ANY REAL PROPERTY SITUATED IN THE SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE SUCH COVENANTS, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, OR TO RECOVER DAMAGES FOR SUCH VIOLATION.
4. ALL SUCH DAMAGES, TOGETHER WITH THE INTEREST THEREON AND COSTS OF COLLECTION THEREOF, SHALL BE A CONTINUING LIEN UPON THE LOT UNTIL PAID IN FULL. SUCH DAMAGES SHALL ALSO BE THE PERSONAL OBLIGATION OF THE OWNER OF THE LOT AT THE TIME WHEN THE DAMAGES BECAME DUE AND PAYABLE. ANY DAMAGES NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DATE THE SAME BECAME DUE AND PAYABLE SHALL BEAR INTEREST FROM THE DUE DATE AT A PERCENTAGE RATE NOT GREATER THAN TWELVE PER CENTUM (12%) PER ANNUM.
5. ALL LOTS IN THIS SUBDIVISION ARE RESERVED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES ONLY.
6. THERE ARE BUILDING LINES AS SHOWN ON THE PLAT AND NO STRUCTURE OR PART THEREOF OTHER THAN DRIVES SHALL BE ERECTED OR MAINTAINED BETWEEN SUCH BUILDING LINES AND THE PROPERTY LINES OF ANY STREET. SIDE AND REAR BUILDING LINES ARE ESTABLISHED IN ACCORDANCE WITH THE ZONING ORDINANCES APPLICABLE TO THE SUBDIVISION AND VARIANCES THEREFROM AS MAY HAVE BEEN GRANTED BY THE PLATS COMMITTEE OF THE METROPOLITAN PLAN COMMISSION OR A METROPOLITAN BOARD OF ZONING APPEALS.
7. NO LOT SHALL HEREAFTER BE SUBDIVIDED INTO PARCELS FOR ADDITIONAL RESIDENTIAL PURPOSES.
8. NO TRAILER, SHACK, OR OTHER OUT BUILDING OF ANY KIND SHALL BE ERECTED OR SITUATED ON ANY LOT, NOR SHALL ANY BUILDING OF A TEMPORARY CHARACTER BE ERECTED, EXCEPT THAT FOR USE BY THE BUILDER(S) DURING THE CONSTRUCTION OF A PROPER STRUCTURE. ACCESSORY BUILDINGS ARE PERMITTED IF AUTHORIZED BY THE DWELLING DISTRICT ORDINANCES OF MARION COUNTY.
9. THE REPAIR OR STORAGE OF INOPERATIVE MOTOR VEHICLES, OR MATERIAL ALTERATION OF MOTOR VEHICLES SHALL NOT BE PERMITTED ON ANY LOT, UNLESS ENTIRELY WITHIN A GARAGE PERMITTED TO BE CONSTRUCTED BY THESE COVENANTS.
10. NO CAMPER, MOTOR HOME, TRUCK, TRAILER OR BOAT MAY BE STORED ON ANY LOT IN OPEN PUBLIC VIEW.
11. ALL TELEVISION OR OTHER ANTENNAS SHALL BE AFFIXED TO IMPROVEMENTS LOCATED ON THE RESPECTIVE LOT INVOLVED. NO FREESTANDING ANTENNAS FOR ANY PURPOSE SHALL BE PERMITTED. NO OUTSIDE TELEVISION ANTENNAS WILL BE PERMITTED IF A MASTER ANTENNA IS AVAILABLE FOR A LOT.
12. NO NOXIOUS OR OFFENSIVE TRADE SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
13. OWNERS SHALL NOT DUMP ANY TRASH, WASTE, REFUSE OR OTHER OBJECTIONABLE MATTER UPON ANY LOT, EASEMENT OR COMMON AREA WITHIN THE PROPERTIES. ALL TRASH GARBAGE AND REFUSE STORED ON ANY LOT SHALL BE STORED IN COVERED RECEPTACLES. OWNERS MUST PROVIDE APPROVED RECEPTACLES FOR GARBAGE AND TRASH. THERE SHALL BE NO BURNING OF TRASH AND NO OPEN FIRES, EXCEPT FIRES IN AN APPROVED GRILL OR FIRE RING.
14. LOT OWNERS SHALL NOT PERMIT THE GROWTH OF WEEDS AND SHALL KEEP THEIR LOT REASONABLY CLEAR FROM UNSIGHTLY GROWTH AT ALL TIMES.
15. NO SCHOOL, PRESCHOOL, DAY-CARE FACILITY, CHURCH OR SIMILAR INSTITUTION OF ANY KIND SHALL BE MAINTAINED, CONDUCTED OR OPERATED UPON ANY LOT.
16. NO EXTERIOR LIGHTING SHALL BE DIRECTED OUTSIDE THE BOUNDARIES OF ANY LOT, NOR SHALL ANY LIGHTING BE USED WHICH CONSTITUTES MORE THAN NORMAL CONVENIENCE LIGHTING.

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16. NO EXTERIOR LIGHTING SHALL BE DIRECTED OUTSIDE THE BOUNDARIES OF ANY LOT, NOR SHALL ANY LIGHTING BE USED WHICH CONSTITUTES MORE THAN NORMAL CONVENIENCE LIGHTING.
17. ALL LAUNDRY SHALL BE DRIED ON A SPECIAL DRYING APPARATUS IN THE FORM OF A FOLDING RACK OR UMBRELLA WHICH SHALL BE PLACED AT THE REAR OF EACH LOT. CLOTHESLINES SHALL NOT BE STRUNG OR HUNG BETWEEN TREES AND SHRUBBERY ON ANY LOT.
18. NO MORE THAN ONE BUILDING SHALL BE ERECTED OR USED FOR RESIDENTIAL PURPOSES ON ANY LOT IN THIS ADDITION.
19. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SITE LINES AT ELEVATIONS BETWEEN 2 FEET AND 6 FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE TRIANGULAR AREA FORMED BY THE STREET, PROPERTY LINES AND A LINE CONNECTING POINTS 25 FEET FROM THE INTERSECTION OF SAID STREET LINES. THE SAME SITE LINE LIMITATION SHALL APPLY TO ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF THE STREET LINE WITH THE EDGE OF A DRIVEWAY. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTION UNLESS THE FOILAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SITE LINES.
20. NO ANIMALS, LIVESTOCK OR POULTRY SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

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22. UNLESS A DELAY IS CAUSED BY STRIKES, WAR, COURT INJUNCTION OR ACTS OF GOD, THE EXTERIOR OF ANY DWELLING OR STRUCTURE BUILT UPON ANY LOT SHALL BE COMPLETED WITHIN ONE (1) YEAR AFTER THE DATE OF COMMENCEMENT OF THE BUILDING PROCESS, AFTER WHICH TIME, FOUNDERS DEVELOPMENT CORPORATION MAY RE-ENTER, TAKE POSSESSION OF SAID LOT, COMPLETE THE DWELLING OR STRUCTURE AND WITHOUT NOTICE, 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.
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24. THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT MARKED DRAINAGE AND/OR UTILITY EASEMENTS WHICH ARE RESERVED AS EASEMENTS FOR THE USE OF THE MUNICIPALITY IN WHICH THIS ADDITION IS LOCATED AND PUBLIC UTILITY COMPANIES FOR THE INSTALLATION, MAINTENANCE, USE, REPAIR AND REMOVAL OF SEWERS, WATER MAINS, GAS MAINS, UTILITY POLES, WIRES AND OTHER FACILITIES AND UTILITIES NECESSARY OR INCIDENT TO THE COMMON WELFARE AND THE USE AND OCCUPANCY OF RESIDENTIAL PURPOSES OF HOUSES TO BE ERECTED IN THIS ADDITION. NO BUILDINGS OR OTHER STRUCTURE EXCEPT WALKS OR DRIVEWAYS SHALL BE ERECTED OR MAINTAINED UPON, OVER, UNDER OR ACROSS ANY SUCH UTILITY STRIP FOR ANY USE EXCEPT AS SET FORTH HEREIN AND OWNER IN THIS ADDITION SHALL TAKE TITLE TO THE LAND CONTAINED IN SUCH UTILITY STRIPS SUBJECT TO THE PERPETUAL EASEMENTS HEREBY RESERVED.
25. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE DRAINAGE PLAN AS APPROVED FOR THIS PLAT BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF INDIANAPOLIS AND THE REQUIREMENTS OF ALL DRAINAGE PERMITS FOR THE PLAT ISSUED BY THAT DEPARTMENT. FAILURE TO SO COMPLY, INCLUDING FAILURE TO COMPLY WITH DEPARTMENT OF PUBLIC WORKS AND FEDERAL HOUSING ADMINISTRATION LOT GRADING REGULATIONS AND RECOMMENDATIONS, OR CONSTRUCTION OF ANY BUILDING AREA, INCLUDING BASEMENTS, BELOW THE MINIMUM PAD ELEVATION SHOWN ON THE DRAINAGE PLAN, SHALL OPERATE AS A WAIVER AND RELEASE OF THE DEVELOPER AND HIS AGENTS FROM ALL LIABILITY AS TO DAMAGE CAUSED BY STORM WATERS AND STORM DRAINAGE.
26. STREETS AS DESIGNATED ON THE PLAT IF NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.
27. 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-03, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE.
28. THE WITHIN COVENANTS, LIMITATIONS AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND PERSONS CLAIMING UNDER THEM. SUCH PROVISIONS SHALL BE IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2010, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE THE COVENANTS IN WHOLE OR IN PART. INVALIDATION OF ANY OF THE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, FOUNDERS DEVELOPMENT CORPORATION HEREBY DEDICATED THIS PLAT AND HEREBY EXECUTES THESE PLAT RESTRICTIONS THIS 17 DAY OF August, 1980.

FOUNDERS DEVELOPMENT CORPORATION

BY: John C. Pechette Charles D. Pechette  
JOHN C. PECHETTE, VICE PRESIDENT      CHARLES D. PECHETTE, SECRETARY-TREASURER