

condition.

- 12. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways 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 them at points 25 feet from the intersection of the street lines; or, in limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 13. Architectural Control Committee: The Architectural Control Committee is composed of Douglas R. Whitson, D. Kenneth Baird, and Charles Fleitz of Indianapolis, Indiana. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Either the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of its designated representative shall cease on and after 25 years from date of plat. Thereafter, the approval described herein shall not be required unless prior to said date and effective thereon, a majority of the lot owners in this subdivision appoint a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.
- 14. Waiver of Right to Rezonstrate Against Annexation: No lot owner shall rezonstrate against or otherwise in any way object to or commences or otherwise be party to any legal proceedings to prevent any action taken by the Common Council of the City of Indianapolis, Indiana, to annex or otherwise incorporate within the boundaries of said City all or any portion of said Addition to said City of Indianapolis, Indiana, pursuant to any existing or future statute or other law of the State of Indiana or otherwise.

The foregoing dedication, restrictions, and protective covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 20 years from date of plat, at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the building lots covered by these covenants, or restrictions, by judgment of a court of competent jurisdiction shall in no wise affect any other covenant or restriction, which shall remain in full force and effect. The right to enforce the within provisions, restrictions, and covenants by injunction together with the right to cause removal by due process or law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs, or assigns and the Metropolitan Plan Commission of Marion County, Indiana, their successors or assigns who shall be entitled to such relief without being required to show any damage of any kind to the new such owner by or through any such violation or attempted violation.

STATE OF INDIANA)  
 ) SS:  
 COUNTY OF MARION)

Witness our hands and seals this 23<sup>rd</sup> day of August, 1972.

Before me, the undersigned Notary Public in and for the County and State, appeared Douglas R. Whitson and Dorothy A. Whitson, and each acknowledged the execution of the foregoing instrument as his voluntary act and deed for the purposes therein expressed. Witness my hand and Notarial Seal this 23<sup>rd</sup> day of August, 1972.

Douglas R. Whitson  
 Douglas R. Whitson

Dorothy A. Whitson  
 Dorothy A. Whitson



Richard E. [Signature]  
 Notary Public

09604  
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APPROVED THIS 20<sup>th</sup>

# FARHILL DOWNS - Section One

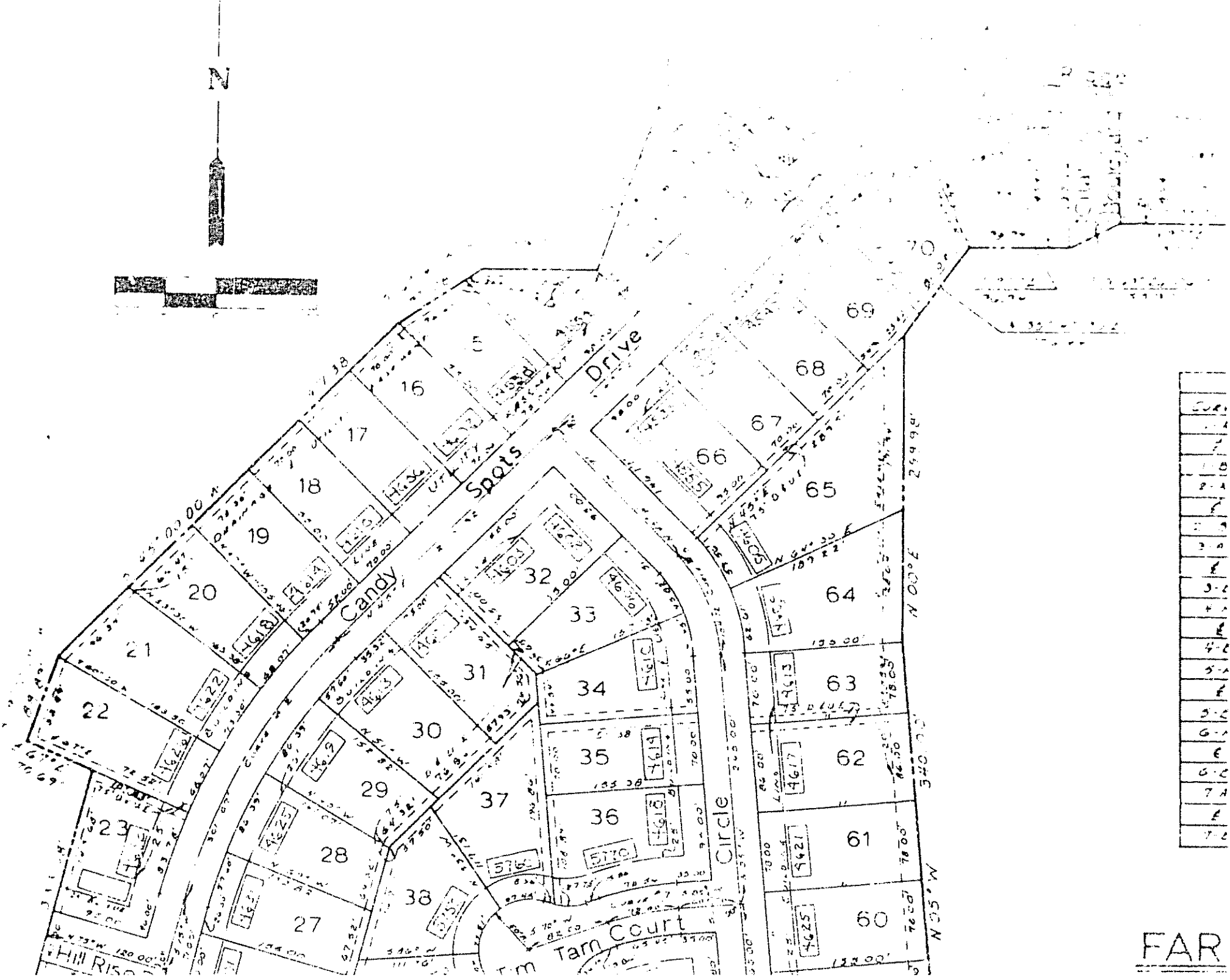
24 3 15 PM '73  
FILED  
RECORDED  
OF

## DEDICATION, RESTRICTIONS AND PROVISIONS COVENANTS

we, the undersigned, Douglas R. Williams, Do hereby certify that the foregoing is a true and correct copy of the recorded plat in the foregoing Land Survey. Certified to be a true and correct copy of the original plat. This subdivision shall be known as the Farhill Downs, Section One.

- 1. Dedication:** All streets shown on the recorded plat are dedicated to the public as right-of-way for public streets.
- 2. Land Use and Building Type:** No lot shall be used for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars. No structure shall exceed 15 feet in height.
- 3. Architectural Control:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topographic and finish grade elevations. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved. Approvals shall be as provided in Part C.
- 4. Dwelling Quality and Size:** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet. In the case of a one-story dwelling not less than 800 square feet of ground floor area for a dwelling more than one story in height. The vertical exterior walls of the first story of all dwellings shall be composed of at least twenty percent (20%) clay-brick or stone.
- 5. Building Location:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No dwelling shall be located nearer than six feet to any side lot line. No dwelling shall be located nearer than 20 feet to any rear lot line. For the purpose of this covenant, overhanging eaves to a 4-foot maximum shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- 6. Lot Area and Width:** No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.
- 7. Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Right of Egress and Ingress for maintenance shall not be prohibited. No permanent or other structure shall be erected or maintained upon said easement. No bushes, trees, etc. are to be planted within drainage easements that will obstruct the flow of storm water.
- 8. 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. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof. No boat, trailer, or camper shall be parked within 25 feet of the front property line of any lot.
- 9. Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- 10. 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 purposes.
- 11. Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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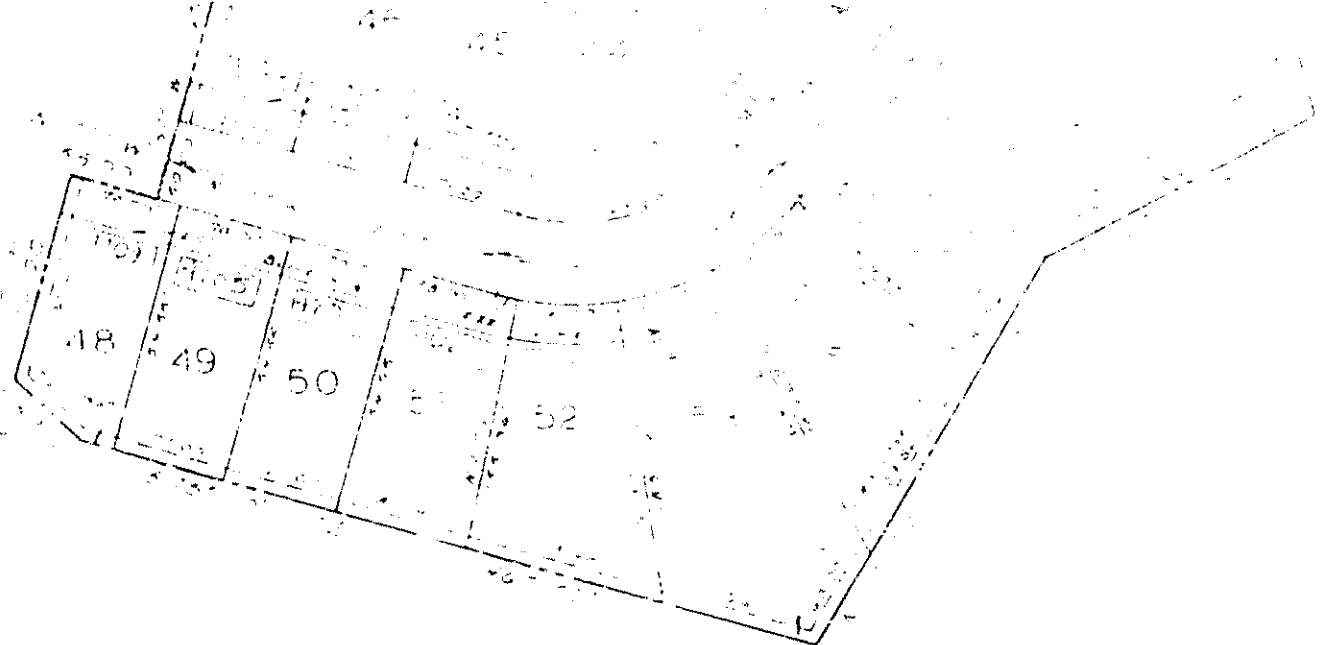
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FAR

DE VENTURE

JUN 20 1904

COUNTY CLERK



beginning at  
 quarter section  
 20 minutes 00  
 County, Indiana  
 containing  
 then South  
 West 20.33  
 00 minutes 00  
 South 20 de  
 110.00 feet,  
 15 seconds 00  
 degrees 00 mi  
 thence South  
 West 88.98 fo  
 minutes 00 se  
 South 15 degr  
 333.68 feet,  
 minutes 00 se  
 North 15 degr

70.00 feet; thence South 75 degrees 00 minutes 00 seconds East 110.00 feet; thence South 15 degrees 00 minutes 00 seconds East 333.68 feet; thence North 75 degrees 00 minutes 00 seconds West 55.00 feet; thence South 15 degrees 00 minutes 00 seconds East 110.00 feet; thence South 49 degrees 00 minutes 00 seconds East 56.00 feet; thence South 75 degrees 00 minutes 00 seconds East 110.00 feet; thence North 30 degrees 00 minutes 00 seconds East 275.08 feet; thence North 62 degrees 00 minutes 00 seconds East 18 minutes 00 seconds West 241.98 feet; thence North 05 degrees 00 minutes 00 seconds West 340.00 feet; thence North 00 seconds East 299.98 feet; thence North 35 degrees 40 minutes 33 seconds East 106.44 feet; thence North East 96.94 feet; thence North 63 degrees 26 minutes 06 seconds East 55.90 feet; thence North 90 degrees 00 minutes 00 seconds East 51.48 feet; thence North 29 degrees 03 minutes 17 seconds East 51.48 feet; thence North 90 degrees 00 minutes 00 seconds East along section 398.99 feet to the point of beginning, containing 27.910 acres, more or less, subject to all leg easements, and restrictions of record.

This subdivision consists of 40 numbered lots, streets, and other improvements, including...

CERTIFIED TRUE AND CORRECT  
 June 20<sup>th</sup> 1904

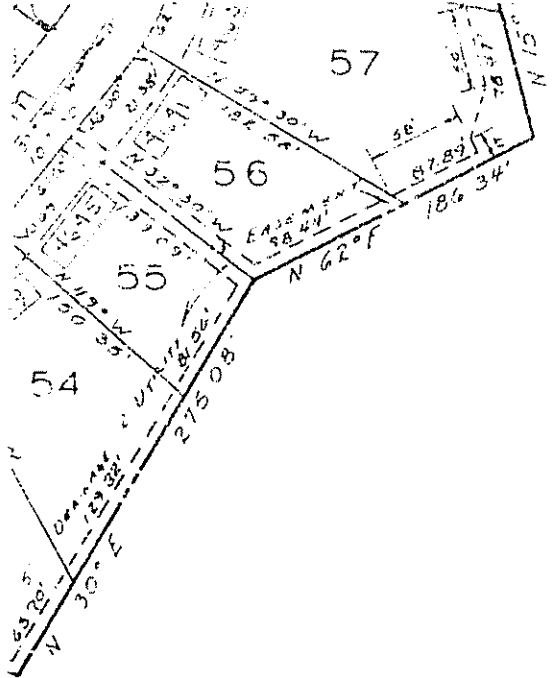
R.W. Colvert

*[Signature]*  
 R. M. Stoepfelwerth  
 Registered Land Surveyor  
 No. 1051

This instrument prepared by R. M. Stoepfelwerth

OF SHEETS	SHEET NO.	

**STOEPPELWERTH & ASSOCIATES**  
 CONSULTING ENGINEERS  
 115 N. 10th St.  
 INDIANAPOLIS, INDIANA



do hereby certify that the above plat is true and correct and represents a subdivision of a part of the Southeast quarter of Section 34, Township 15 North, Range 4 East, Madison County, Indiana, said part being more particularly described as follows:

Beginning at the Northeast corner of said quarter section; thence South 88 degrees 34 minutes 23 seconds West along the North line of said quarter section 1006.93 feet; thence South 01 degrees 28 minutes 58 seconds West 203.33 feet; thence South 20 degrees 00 minutes 00 seconds West 195.18 feet; thence South 90 degrees 00 minutes 00 seconds West 110.00 feet; thence South 56 degrees 14 minutes 15 seconds West 97.08 feet; thence South 45 degrees 00 minutes 00 seconds West 471.38 feet; thence South 19 degrees 10 minutes 05 seconds West 88.98 feet; thence South 67 degrees 00 minutes 00 seconds East 70.69 feet; thence South 15 degrees 00 minutes 00 seconds West 333.68 feet; thence South 75 degrees 00 minutes 00 seconds East 95.00 feet; thence North 15 degrees 00 minutes 00 seconds East

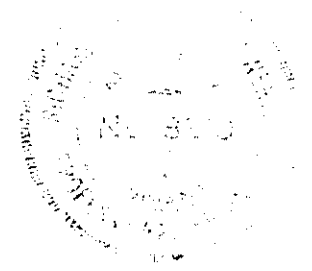
205.00 feet; thence South 15 degrees 00 minutes 00 seconds West 135.00 feet; 55.00 feet; thence South 15 degrees 00 minutes 00 seconds West 130.00 feet; thence feet; thence South 75 degrees 00 minutes 00 seconds East 460.00 feet; thence North thence North 62 degrees 00 minutes 00 seconds East 186.34 feet; hence 15 degrees 00 05 degrees 00 minutes 00 seconds West 340.00 feet; thence North 00 degrees 00 minutes as 40 minutes 33 seconds East 106.44 feet; thence North 90 degrees 00 minutes 00 seconds s 06 seconds East 55.90 feet; thence North 90 degrees 00 minutes 00 seconds East 130.00 s East 51.48 feet; thence North 90 degrees 00 minutes 00 seconds East 414.44 feet to a ence North 00 degrees 00 minutes 00 seconds East along the East line of said quarter taining 27.910 acres, more or less, subject to all legal highways, rights-of-way,

ively from 1 to 7, (both inclusive). e side of the lots and the widths of the

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*R. M. Stoepfelwerth*  
 R. M. Stoepfelwerth  
 Registered Land Surveyor  
 No. 10331

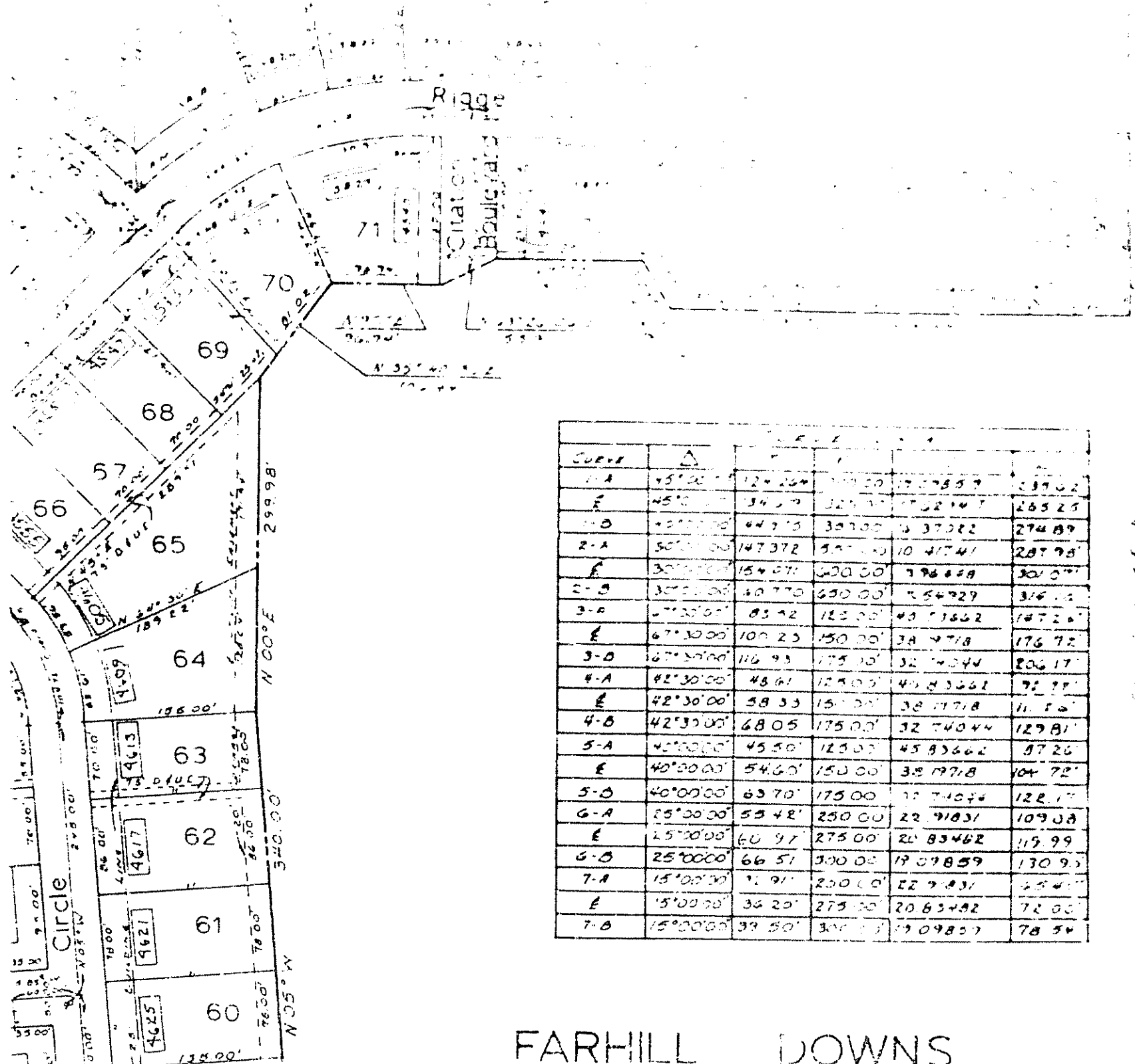


**STOEPPELWERTH & ASSOCIATES**  
 CONSULTING ENGINEERS  
 73. 38586

DRAWN BY	JAM				
CHECKED BY	RMS				
DATE	12/20				

SHEET NO.

SHEETS



Curve	Δ	1	2	3	4
1-A	45°00'00"	124.264	300.00	19.07857	237.02
E	45°00'00"	34.27	320.00	17.02147	265.23
1-B	45°00'00"	44.775	300.00	13.37022	274.89
2-A	50°00'00"	147.072	300.00	10.41741	207.98
E	50°00'00"	154.071	300.00	7.98458	301.07
2-B	50°00'00"	40.770	300.00	7.54929	316.16
3-A	67°30'00"	83.72	125.00	43.71662	147.26
E	67°30'00"	100.23	150.00	38.4778	176.72
3-B	67°30'00"	116.93	175.00	32.74044	206.17
4-A	42°30'00"	48.61	125.00	43.83662	71.77
E	42°30'00"	58.33	150.00	38.71718	111.50
4-B	42°30'00"	68.05	175.00	32.74044	129.81
5-A	40°00'00"	45.50	125.00	45.83662	87.26
E	40°00'00"	54.60	150.00	38.71718	104.72
5-B	40°00'00"	63.70	175.00	32.74044	122.17
6-A	25°00'00"	53.42	250.00	22.91031	109.08
E	25°00'00"	60.97	275.00	20.83462	119.99
6-B	25°00'00"	66.51	300.00	19.07859	130.93
7-A	15°00'00"	71.91	200.00	22.91031	154.41
E	15°00'00"	84.20	275.00	20.83462	172.00
7-B	15°00'00"	89.50	300.00	19.07859	178.54

FARHILL DOWNS