

PARHILL WOODS
COVENANTS AND RESTRICTIONS

The undersigned, owners of the above described real estate, hereby certify that they do lay off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be shown and designated as "Parhill Woods", a subdivision in Marion County, Indiana.

The streets, if not heretofore dedicated, are hereby dedicated to the public.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the street no building or structure shall be erected or maintained.

There are strips of ground marked D. & U.E. (Drainage & Utility Easement) and D.U. & S.S.E. (Drainage, Utility & Sanitary Sewer Easement) shown on this plat which are hereby reserved for public utilities not including transportation companies for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires and other equipment used in the provision of utility service to the owners of lots in within the subdivision. Purchasers of lots in this subdivision shall take title subject to the utility easements hereby created and subject at all times to the rights of proper authorities to service the utility facilities and the easements hereby created and no permanent structure of any kind and no part thereof, except fences, shall be built, erected or maintained on said utility easements.

There are strips of ground marked D.E. (Drainage Easements) shown on this plat which are hereby reserved to the Indianapolis Department of Public Works for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the owners of the areas enclosed within the drainage easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the owners of other land included within the plat, upstream or downstream, affected by such use and for any proper agency or department of the Indianapolis Department of Public Works. The Indianapolis Department of Public Works are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights.

By taking deed to any lot in this subdivision, the lot owner fully understands that Parhill Woods Subdivision has been approved and accepted by the Marion County Department of Public Works Drainage department. Grantor is conveying this lot in "as is" condition as it pertains to drainage, clearing of wooded areas, maintenance of any and all drainage swales and any and all site preparation. Once this lot is deeded to Grantee, then Grantee understands that from that time forward the Developer is no longer responsible for any care or maintenance of that lot as pertains to drainage, clearing of wooded areas, maintenance of any and all drainage swales, and any and all site preparation. It is also agreed by Grantee that it is his responsibility to make the same known to buyer when Grantee sells the lot. The above statements are to run with the land.

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No building, structure, or accessory building shall be erected closer to the side of any lot than six (6) feet, and a total sideyard aggregate of not less than sixteen (16) feet, whichever is the lesser, except fences. Where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not less than two cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet in the case of a one-story structure, nor less than 820 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 1600 square feet of finished and livable floor area.

Every residence constructed upon any lot within this subdivision shall have a minimum of 20 per cent (20%) as masonry construction. This 20 percent requirement shall be exclusive of any planters or like separate structures.

Neither vinyl nor aluminum siding shall be permitted as a primary exterior material for any residence constructed upon any lot in this subdivision.

No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

Any residential accessory building erected by any homeowner must be approved by the Architectural Control Committee.

The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely with a garage permitted to be constructed by these covenants, conditions and restrictions.

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Owners of undeveloped or unoccupied lots shall at all times keep and maintain such lots in an orderly manner causing weeds and other growths to be reasonably cut and prevent the accumulation of rubbish and debris thereon.

No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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 lines extended. The same sight line limitations shall apply to all lots within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tanks, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein except as approved by said health authority.

No house footing drain or roof water drain shall be discharged into the sanitary sewers.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of Douglas R. Whitson and William E. Henderson, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of five (5) days from the submission date of the same, the owner may proceed then with the building according to the plans as submitted. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

No radio towers, CB antennas, satellite dishes or other radio or radar equipment shall be allowed in this subdivision.

The right to enforce each and all of the covenants, conditions and restrictions set forth herein, together with the right of cause the removal of any building erected or altered in violation thereof by injunction or by any other legal process, is hereby reserved to the Architectural Review Committee and each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney fees. The Metropolitan Development Commission, its successors and assigns, shall

of Douglas K. Whitson and William E. Henderson, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of five (5) days from the submission date of the same, the owner may proceed then with the building according to the plans as submitted. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

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These covenants, conditions and restrictions constitute covenants running with the land and shall be effective for a period of twenty years from the date of recordation of the plat, provided that at the expiration of such term such covenants, conditions and restrictions shall be automatically renewed thereafter for periods of ten years each unless at least one year prior to the expiration of each ten year period, the owners of the majority of the lots in this subdivision shall execute and acknowledge the declaration in writing salvaging renewal, and said written declaration shall be recorded in the land records of Marion County, State of Indiana, in which event the provisions as set forth for renewal shall be null and void.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

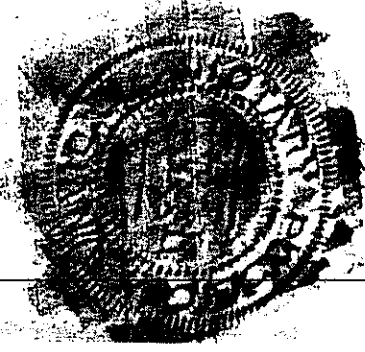
Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which will continue to remain in full force and effect.

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RECEIVED FOR RECORD

89 AUG 23 PM 1:03

HARRIS COUNTY RECORDER



In witness whereof, the owners of the above described real estat have hereunto caused their names to be subscribed.

Farhill Downs Land Corporation
4822 Carry Back Lane
Indianapolis, Indiana 46227

Douglas R. Whitson
Douglas R. Whitson

William E. Henderson
William E. Henderson

County of Marion) SS:
State of Indiana)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signatures thereto.

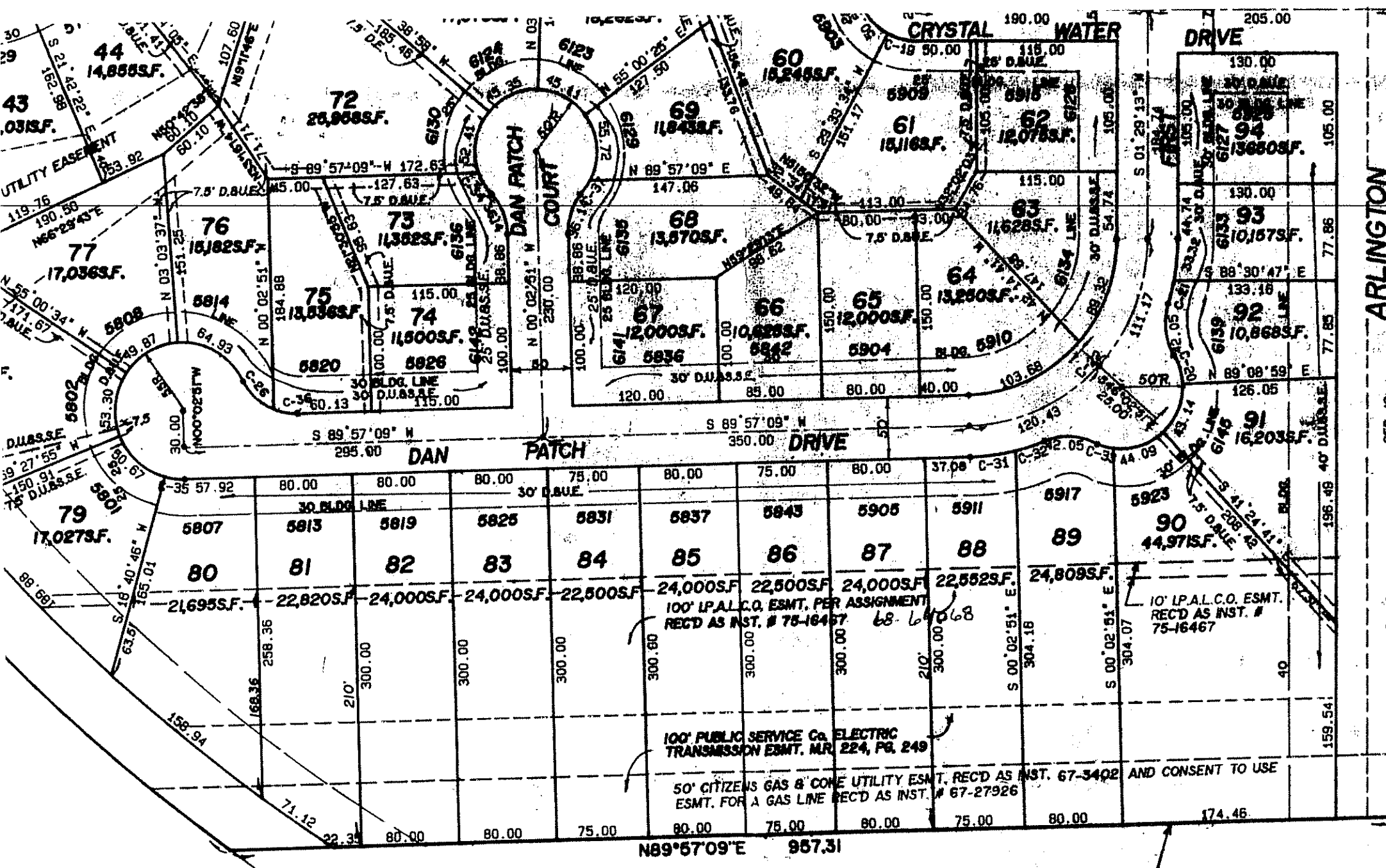
Witness my signature and seal this 14 day of August, 1989.

William E. Henderson
Notary Public

County of Residence: MARION
My Commission Expires SEP 17 1989

10932/TWP/COV

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Curve No.	Radius	D.
1	125.00	109
2	150.00	004
3	150.00	032
4	150.00	017
5	450.00	029
6	150.00	015
7	425.00	002
8	125.00	011
9	175.00	005
10	150.00	046
11	150.00	022
12	125.00	066
13	175.00	003
14	50.00	048
15	50.00	032
16	50.00	014
17	50.00	048
18	175.00	008
19	50.00	028
20	50.00	028
21	175.00	006
22	150.00	088
23	175.00	009
24	275.00	009
25	325.00	009
26	60.00	041
27	60.00	041
28	300.00	014
29	150.00	006
30	50.00	012
31	175.00	012
32	175.00	008
33	50.00	018
34	50.00	022
35	95.00	016
36	50.00	023
37	50.00	012

N89°57'09"E 957.31

SOUTH LINE N1/2, N.E. 1/4
SEC. 10-T14N-R4E

SE. CORNER, N1/2, N.E. 1/4
SEC. 10-T14N-R4E

890082308

100' PUBLIC SERVICE Co. ELECTRIC
TRANSMISSION ESMT. MR. 224, PG. 249

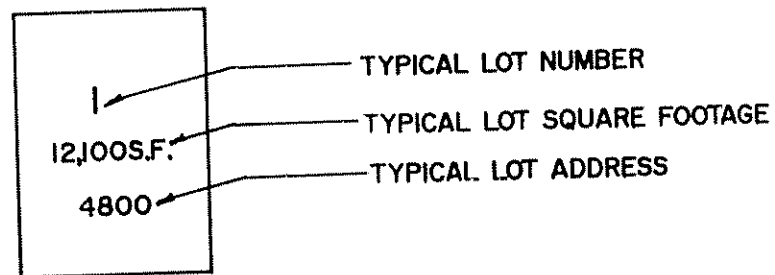
50' CITIZENS GAS & COKE UTILITY ESMT. RECD AS INST. 67-3402 AND CONSENT TO USE
ESMT. FOR A GAS LINE RECD AS INST. # 67-27926

100' I.P.A.L.C.O. ESMT. PER ASSIGNMENT
RECD AS INST. # 75-16467

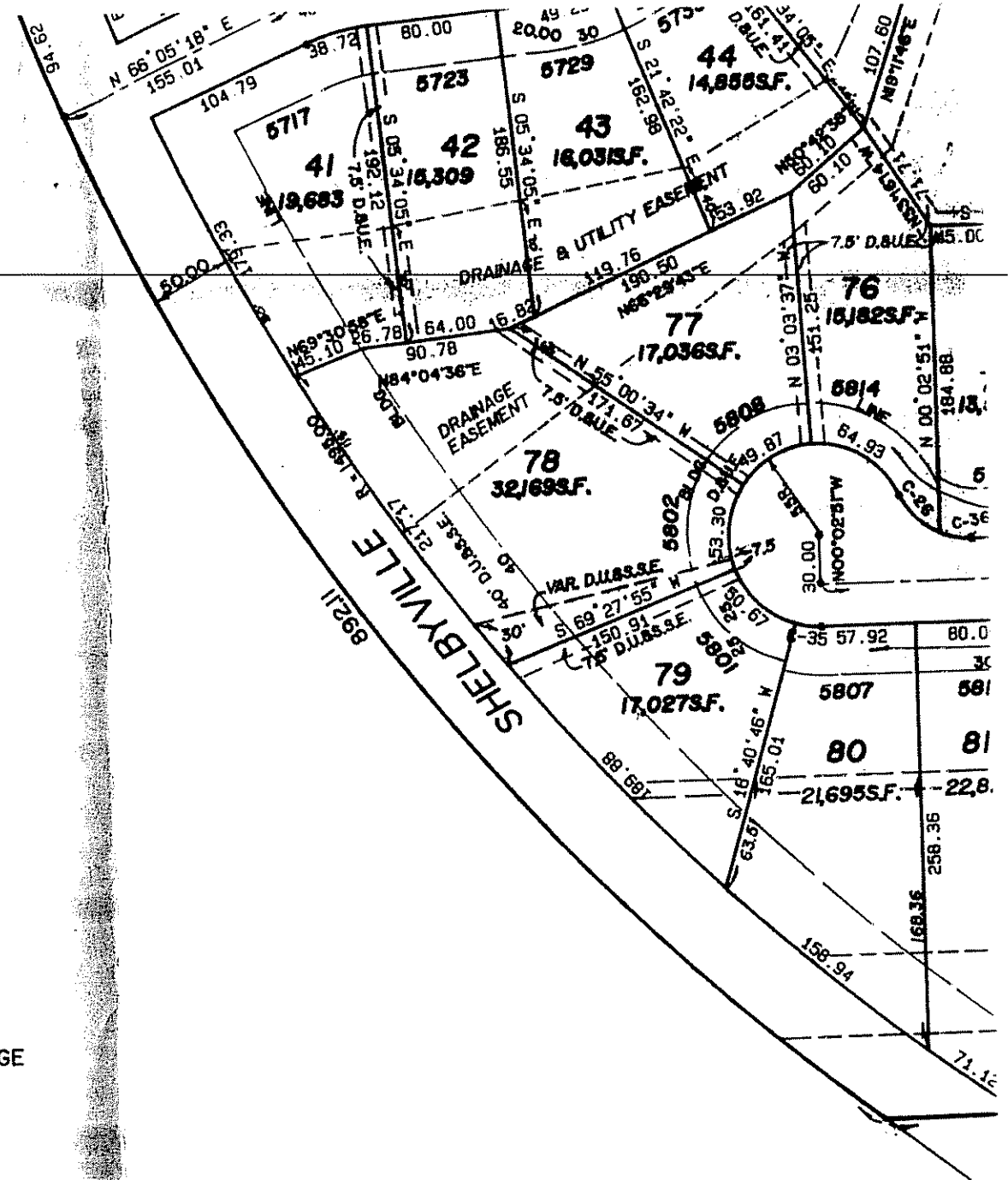
10' I.P.A.L.C.O. ESMT.
RECD AS INST. # 75-16467

890080303

LEGEND



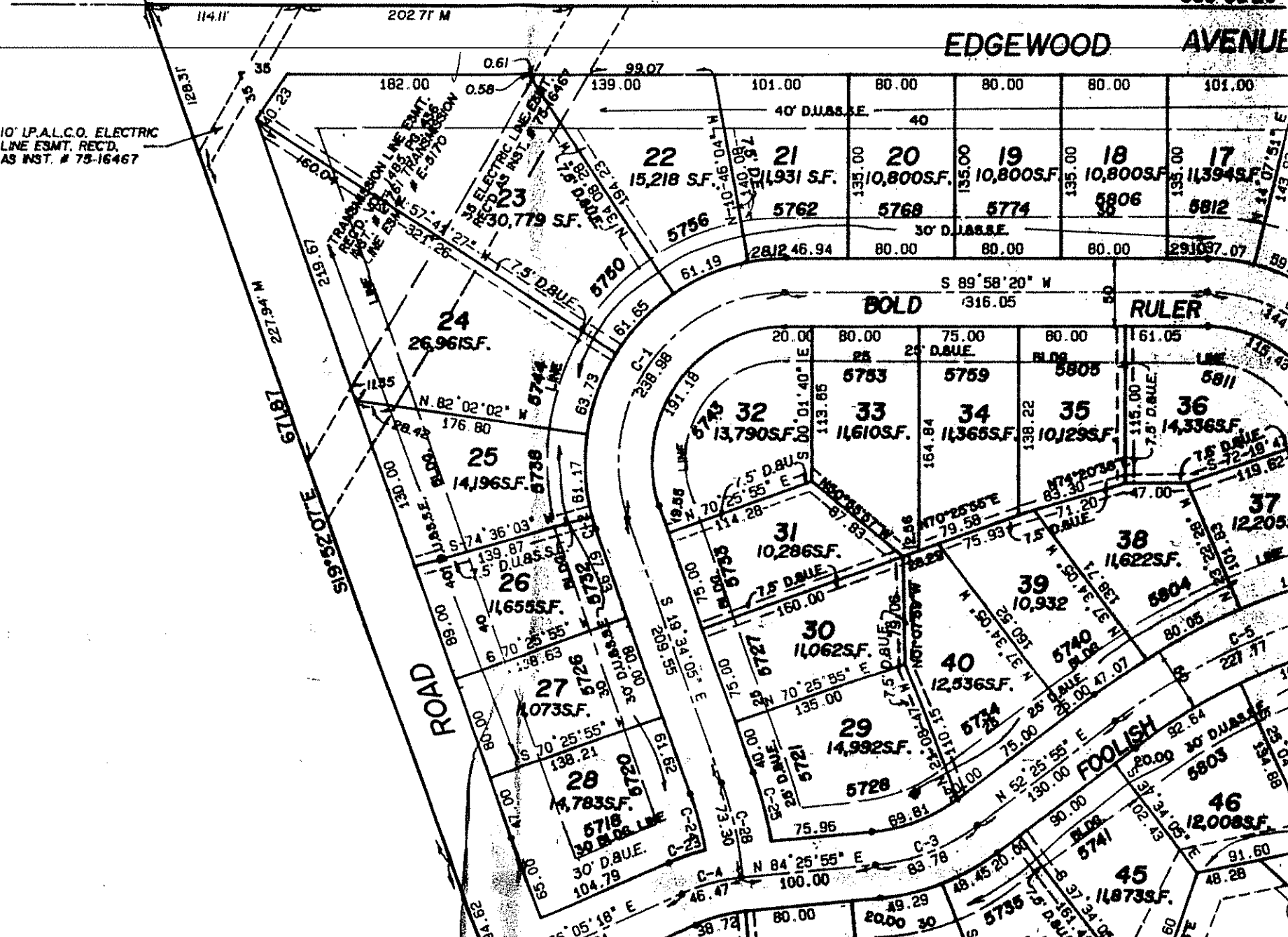
D.&U.E.----- DRAINAGE & UTILITY EASEMENT
D.U.&S.S.E.----- DRAINAGE UTILITY & SANITARY SEWER EASEMENT



S89°58'20"

EDGEWOOD AVENUE

10' I.P.A.L.C.O. ELECTRIC
LINE ESMT. REC'D.
AS INST. # 75-16467



100-12308

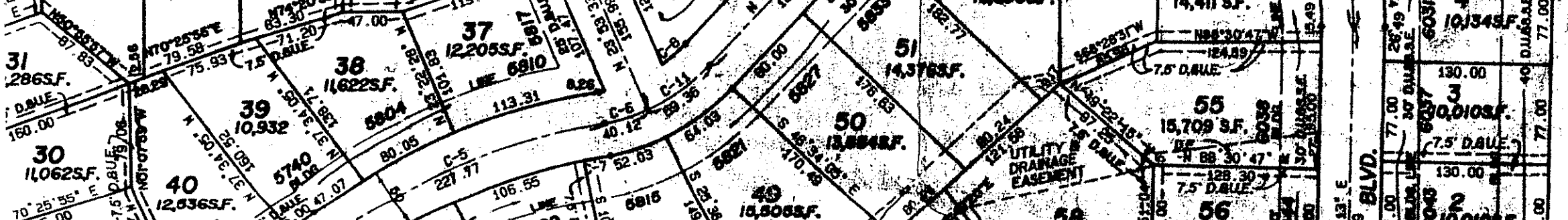
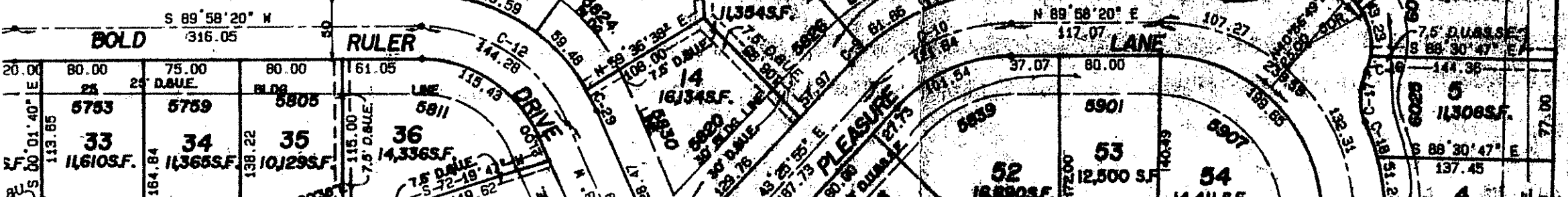
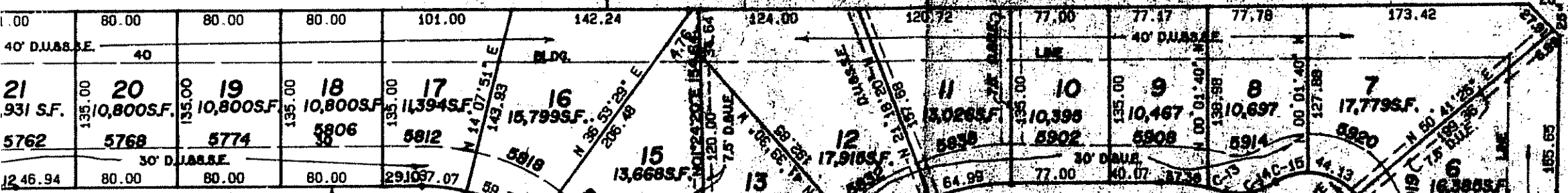
(ASSUMED BEARING)
S89°58'20"W 1742.64

NORTH LINE N.E. 1/4
SEC. 10-T14N-R4E

NE
SEC

EDGEWOOD AVENUE

EXCEPTION CITY OF MOPLS. INST. # 80-12764



25 MOPLS. WATER CO. ESMT. RECD
AS INST. # 78-78453

EAST LINE N. 1/2, N.E. 1/4
SEC. 10-T14N-R4E

135E 1340.40