

SCARBOROUGH VILLAGE SECTION THREE

RECEIVED FOR RECORD

Aug 22 2 55 PM '72

FAYE I. GOWERY
RECORDER
OF MARION CO.

PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned Scarborough Village, a partnership, owner of the real estate described in the foregoing Land Surveyor's Certificate do hereby certify that we lay off, plat and subdivide the same in accordance with the plat. This subdivision shall be known and designated as Scarborough Village, Section 3.

1. The streets shown and not heretofore dedicated are hereby dedicated to the public, excepting there is reserved to Fairwood Utilities, Inc., its successors and assigns, in each of said streets, a permanent easement for installation, maintenance and repair of private sanitary sewer lines so long as the lots in this Addition are serviced by a private sanitary utility.
2. All numbered lots in this Addition shall be designated as residential lots. Only one single-family dwelling with an attached two- or three-car garage shall be permitted on any one lot. No structure shall exceed 35 feet in height.
3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,500 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.
4. 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 plat. No dwelling shall be located on any lot nearer than 20 feet to the rear lot line. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any rear lot line than five feet, but in no case shall it encroach upon any easement.
5. No dwelling shall be erected or placed on any lot having a width of less than eighty feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.
6. The strips of ground marked "Utility and/or Drainage Easements", shown herein, are hereby reserved for the installation and maintenance of public poles, wires, conduits for gas, water, electric and telephone utilities, and sanitary and storm sewer, subject at all times to the proper civil authority and to the specific easement herein reserved. No permanent or other structure shall be erected or maintained upon said easements and all lot owners shall take their title subject to the rights of the utilities and to the rights of the other owners of lots in this subdivision.
7. No trailer, tent, shack, garage, barn or other temporary structure erected or placed in this subdivision shall be at any time used as a residence, temporarily or permanently, nor shall any other structure of a temporary nature be used as a residence.
8. No noxious or offensive trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the ground shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line 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 property lines 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 is maintained at sufficient height to prevent obstruction of such sight lines.
10. Mailbox and yard lantern design and placement shall be directed by the Architectural Control Committee. Each lot owner must maintain or replace in like kind.
11. No boat, camper, or trailer shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof.
12. 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.
13. The Architectural Control Committee is composed of (Thomas E. Chandler, Richard M. Stoepelwerth, and J. B. King) 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. Neither 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 representatives fail to approve or disapprove within 15 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. The right of enforcement of these covenants is hereby granted the Metropolitan Development Commission, Division of Planning and Zoning, of Marion County, Indiana, its successors or assigns.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless changed by a vote of the majority of the then owners of building sites covered by these covenants and restrictions, which shall remain in full force and effect. The right to enforce these provisions by injunction shall be reserved to the Metropolitan Development Commission, Division of Planning and Zoning, of Marion County, Indiana, its successors or assigns, and by due process of law of any structure or any part thereof erected or maintained in violation hereof, the Metropolitan Development Commission, Division of Planning and Zoning, of Marion County, Indiana, its successors or assigns, shall have the right to cause the removal of such structure or any part thereof and to their heirs and assigns, except as otherwise provided by court order shall in no wise affect any of the other provisions of these covenants and restrictions.

Witness our hands and seals this 14th day of July

SCARBOROUGH VILLAGE

Thomas E. Chandler
Thomas E. Chandler, Partner

Richard M. Stoepelwerth
Richard M. Stoepelwerth, Partner

Handwritten signature



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned Notary Public in and for the County and State, appeared Thomas E. Chandler and Richard M. Stoepelwerth, known to me to be partners of Scarborough Village, a partnership, and each acknowledged the execution of the foregoing instrument as his voluntary act and deed for the purposes therein expressed.

Georgia W. Nuckels
Notary Public

GEORGIA W. NUCKELS, Notary Public
My Commission Expires 9-11-71

APPROVED THIS 22nd
DAY OF August 19 72
AUDITOR OF MARION COUNTY
R. M. Stoepelwerth DRAFTSMAN

FINAL APPROVAL
PLAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
DIVISION OF PLANNING & ZONING
MARION COUNTY, INDIANA
July 16 1971
PROBATION PUBLIC NOTICE OF THE
HEARING HAS BEEN PUBLISHED
Carol H. Frank
SECRETARY, PLAT COMMITTEE

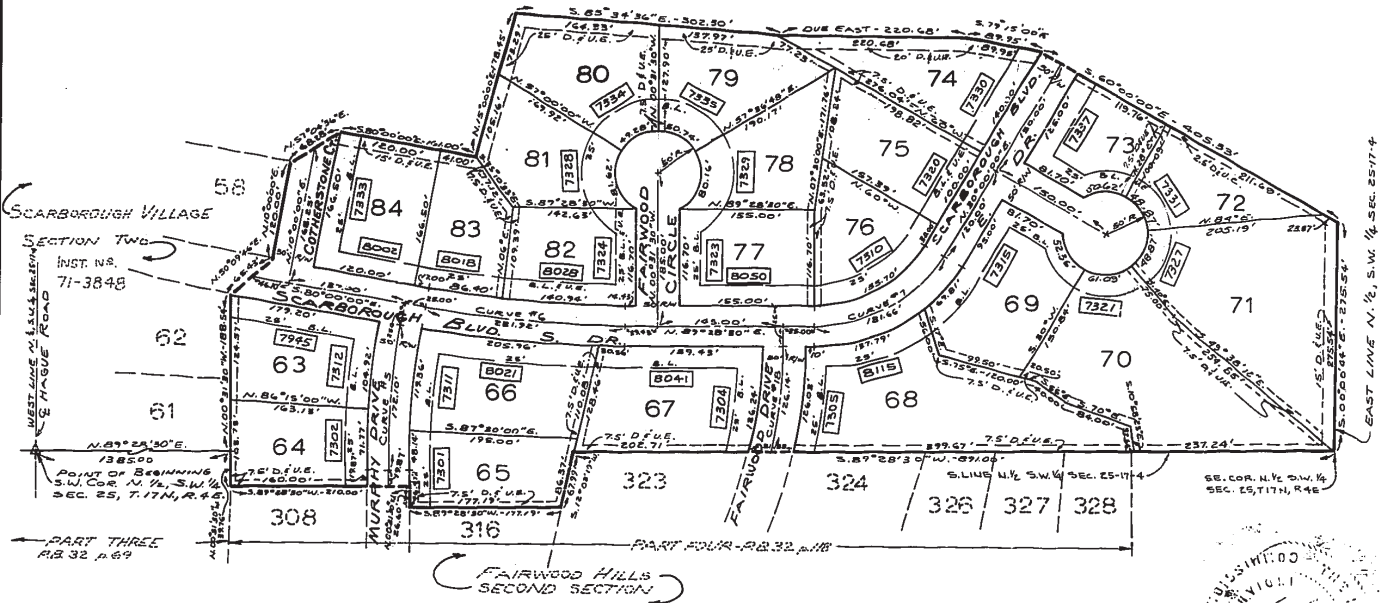
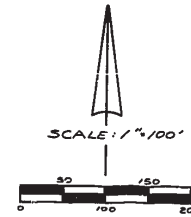
VOID UNLESS RECORDED
BEFORE OCT 7 1972

72 / 49437 / 2

RECEIVED FOR RECORD
Aug 22 2 55 PM '72
FAYE J. GOWERY
RECORDER
OF MARION CO.

SCARBOROUGH VILLAGE SECTION THREE

CURVE DATA					
CURVE	A	T	R	D	L
5-A	10°31'30"	83.77'	91.86'	6.28343°	167.50'
5-E	10°31'30"	86.27'	93.64'	6.11576°	172.10'
5-S	10°31'30"	88.57'	96.18'	5.96660°	176.67'
6-A	10°31'30"	113.99'	123.75'	4.42780°	227.33'
6-E	10°31'30"	116.29'	124.54'	4.53812°	231.92'
6-B	10°31'30"	118.59'	128.75'	4.45000°	236.52'
7-A	59°28'30"	85.69'	150.00'	38.17219°	155.20'
7-E	57°28'30"	99.27'	175.00'	32.74044°	181.66'
7-B	59°28'30"	116.28'	200.00'	28.64789°	207.51'
1B-A	25°53'30"	119.25'	218.74'	11.04518°	236.53'
1B-C	25°53'30"	125.00'	241.74'	10.23735°	248.79'
1B-B	25°53'30"	130.75'	266.74'	10.07416°	257.05'



I, the undersigned Registered Land Surveyor, do hereby certify that the within plat is true and correct and represents a subdivision of a part of the Southwest quarter of Section 25, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows.

Commencing at the Southwest corner of the North half of said Southwest quarter section; thence North 89 degrees 28 minutes 30 seconds East upon and along the South line of the North half of said quarter section 1,385.00 feet to the POINT OF BEGINNING. said point also being the Southeast corner of Lot 61 in Scarborough Village, Section 2, the plat of which is recorded as Instrument No. 71-3848 in the office of the Recorder of Marion County, Indiana; thence upon and along the East line of said Scarborough Village, Section 2, by the following bearings and distances: North 00 degrees 31 minutes 30 seconds West 188.54 feet, North 50 degrees 09 minutes 46 seconds East 65.43 feet, North 10 degrees 00 minutes 00 seconds East 120.00 feet to the Northeast corner of Lot 58 in said Scarborough Village, Section 2; thence North 57 degrees 04 minutes 30 seconds East 68.28 feet, South 80 degrees 00 minutes East 161.00 feet, North 15 degrees 00 minutes 00 seconds East 178.45 feet, South 85 degrees 34 minutes 36 seconds East 302.30 feet due East 220.68 feet, South 79 degrees 15 minutes 00 seconds East 89.95 feet, South 60 degrees 00 minutes 00 seconds East 405.33 feet to the East line of the North half of said Southwest quarter; thence South 00 degrees 00 minutes 44 seconds East upon and along said East line 275.54 feet to the Southeast corner of the North half of the North half of said Southwest quarter; thence South 89 degrees 28 minutes 30 seconds West upon and along said South line 891.00 feet to the Northwest corner of Lot 323 in Fairwood Hills, Second Section, Part 4, the plat of which is recorded in Plat Book 32, page 118, in the office of the Recorder of Marion County, Indiana; thence continuing along the boundary of said Fairwood Hills, Second Section, Part 4, by the following bearings and distances: South 12 degrees 03 minutes 19 seconds West 67.99 feet, South 89 degrees 28 minutes 30 seconds West 177.19 feet, North 00 degrees 31 minutes 30 seconds West 26.60 feet, South 89 degrees 28 minutes 30 seconds West 210.00 feet to the Northwest corner of Lot 308 in said Fairwood Hills, Second Section, Part 4; at which point this description leaves the boundary of said Fairwood Hills, Second Section, Part 4; thence North 00 degrees 31 minutes 30 seconds West 39.76 feet to the point of beginning, containing 13.280 acres, more or less, and subject, however, to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 22 lots numbered 63 to 84 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

CERTIFIED: September 16, 1970

DAILY ENTERED
FOR RECORD
914578 AUG 22 1972
GOWERY, REC.

APPROVED THIS 22nd
DAY OF August 1972
R. M. Stoeppelwerth
REGISTERED LAND SURVEYOR
MARION COUNTY, INDIANA
DRAFTSMAN

R. M. Stoeppelwerth
Registered Land Surveyor
No. 10331



72/49437