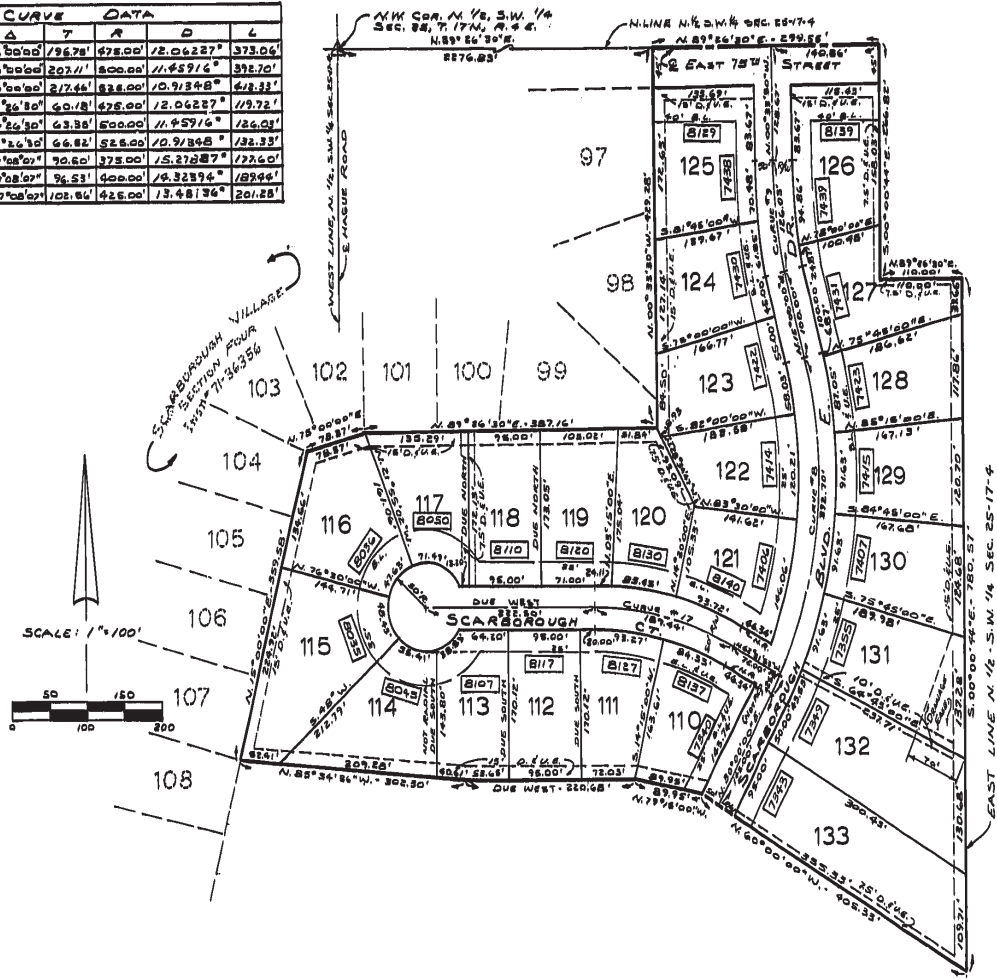


SCARBOROUGH VILLAGE SECTION FIVE

RECEIVED FOR RECORD
72 MAR-7 4:2:06
FAYE J. MOWERY
RECORDER
OF MARION CO.

CURVE	Δ	T	R	D	L
8-A	45°00'00"	196.78'	875.00'	12.006227°	373.04'
8-B	45°00'00"	207.11'	800.00'	11.65974°	372.70'
8-C	45°00'00"	277.46'	838.00'	10.91348°	412.33'
9-A	14°26'30"	60.18'	676.00'	12.06227°	119.72'
9-B	14°26'30"	63.38'	500.00'	11.45974°	126.09'
9-C	14°26'30"	66.82'	528.00'	10.91348°	132.33'
17-A	27°08'00"	70.60'	375.00'	15.21227°	172.60'
17-B	27°08'00"	96.53'	400.00'	16.32394°	189.44'
17-C	27°08'00"	102.80'	425.00'	13.48136°	201.28'



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 Northwest corner of said quarter section; thence North 89 degrees 26 minutes 30 seconds East upon and along the North line of said quarter section 2276.83 feet to the POINT OF BEGINNING; thence North 89 degrees 26 minutes 30 seconds East upon and along said North line 299.55 feet; thence South 00 degrees 00 minutes 44 seconds East 266.82 feet; thence North 89 degrees 26 minutes 30 seconds East 110.00 feet to the East line of said quarter section; thence South 00 degrees 00 minutes 44 seconds East upon and along said East line 780.57 feet; thence North 60 degrees 00 minutes 00 seconds West 405.33 feet; thence North 79 degrees 15 minutes 00 seconds West 89.95 feet; thence due West 230.68 feet; thence North 85 degrees 34 minutes 36 seconds West 302.30 feet to the Northeast corner of Lot 108 in Scarborough Village, Section 4, the plat of which is recorded as Instrument No. 71-36356 in the office of the Recorder of Marion County, Indiana; thence upon and along the easterly boundary of said Section 4 by the following bearings and distances: North 15 degrees 00 minutes 00 seconds East 359.58 feet, North 75 degrees 00 minutes 00 seconds East 78.37 feet, North 89 degrees 26 minutes 30 seconds East 387.16 feet, North 00 degrees 33 minutes 30 seconds West 429.28 feet to the point of beginning, containing 12.495 acres, more or less, and subject, however, to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 24 lots numbered 110 to 133 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

CERTIFIED: September 16, 1970

FINAL APPROVAL
PLAT COMMITTEE
MAYOR DEVELOPMENT COMMISSION
PLANNING & ZONING
MARION COUNTY, INDIANA

July 16 1971
PUBLIC NOTICE OF THE
PLAT HAS BEEN PUBLISHED

Secretary, PLAT COMMITTEE

APPROVED THIS 7th
DAY of March 1972
AUDITOR OF MARION COUNTY
DRAFTSMAN

R. M. Staappolworth
R. M. Staappolworth,
Registered Land Surveyor
No. 10331



VOID UNLESS RECORDED
BEFORE OCT 7 1972

SCARBOROUGH VILLAGE SECTION FIVE

RECEIVED FOR RECORD

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FAYE T. MOWERY
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 5.

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. H. 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 representative, 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 together with the right to cause removal by due process of law of any structure or any part thereof erected or maintained in violation thereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns, except as provided in Covenant 14 above. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Witness our hands and seals this 14th day of JULY, 1971.

SCARBOROUGH VILLAGE

Thomas E. Chandler
Thomas E. Chandler, Partner

Richard M. Stoepelwerth
Richard M. Stoepelwerth, Partner

000329
FILED

MAR 7 - 1971
Edward L. Hoffmann, Jr.
MARION COUNTY AUDITOR

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 the 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.

APPROVED THIS 7th
DAY OF March 1971
AUDITOR OF MARION COUNTY
Rita Alford DRAFTSMAN

Georgia W. Nickels
Notary Public



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