

FARHILL DOWNS - Section Four

DEDICATION, RESTRICTIONS, AND PROTECTIVE COVENANTS

We, the undersigned, Douglas R. Whitson and Dorothy A. Whitson, his wife, owners of the real estate described in the foregoing Land Surveyor's Certificate do hereby certify that they lay off, plat and subdivide the same in accordance with the within plat. This subdivision shall be known and designated as Farhill Downs, Section Four.

1. **Dedication:** All streets shown and not heretofore dedicated are hereby dedicated to the public as right-of-way for public streets.
2. **Land Use and Building Type:** No lot shall be used except 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 35 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 topography 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 paragraph #13 below.
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, nor 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 at the minimum building setback line of less than the minimum required in a D-3 zoning district, nor shall any dwelling be erected or placed on any lot having an area of less than the minimum required in a D-3 zoning district.
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. Furthermore, no driveway shall be allowed to cross a planting easement. Easements for emergency access are reserved on cul-de-sacs as shown on the recorded plat. No permanent or temporary structures, fences, trees, bushes, etc., shall be erected, planted or maintained upon said easements.
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 on 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.

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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.
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 roadway 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 the case of a rounded property corner from the intersection of the street property lines extended. The same sight line 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, O. 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. 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 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 Remonstrate Against Annexation: No lot owner shall remonstrate against or otherwise in any way object to or commence 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 25 years from date of plat, at which time said covenants, or restriction, shall be automatically extended for successive periods of ten (10) years unless changed by vote of the majority of the then owners of the building lots covered by these covenants, or restrictions. Invalidation of any one of these covenants 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 or within provisions, restrictions, and covenants by injunction together with the right to cause removal by due process of 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 Development 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 any new such owner by or through any such violation or attempted violation.