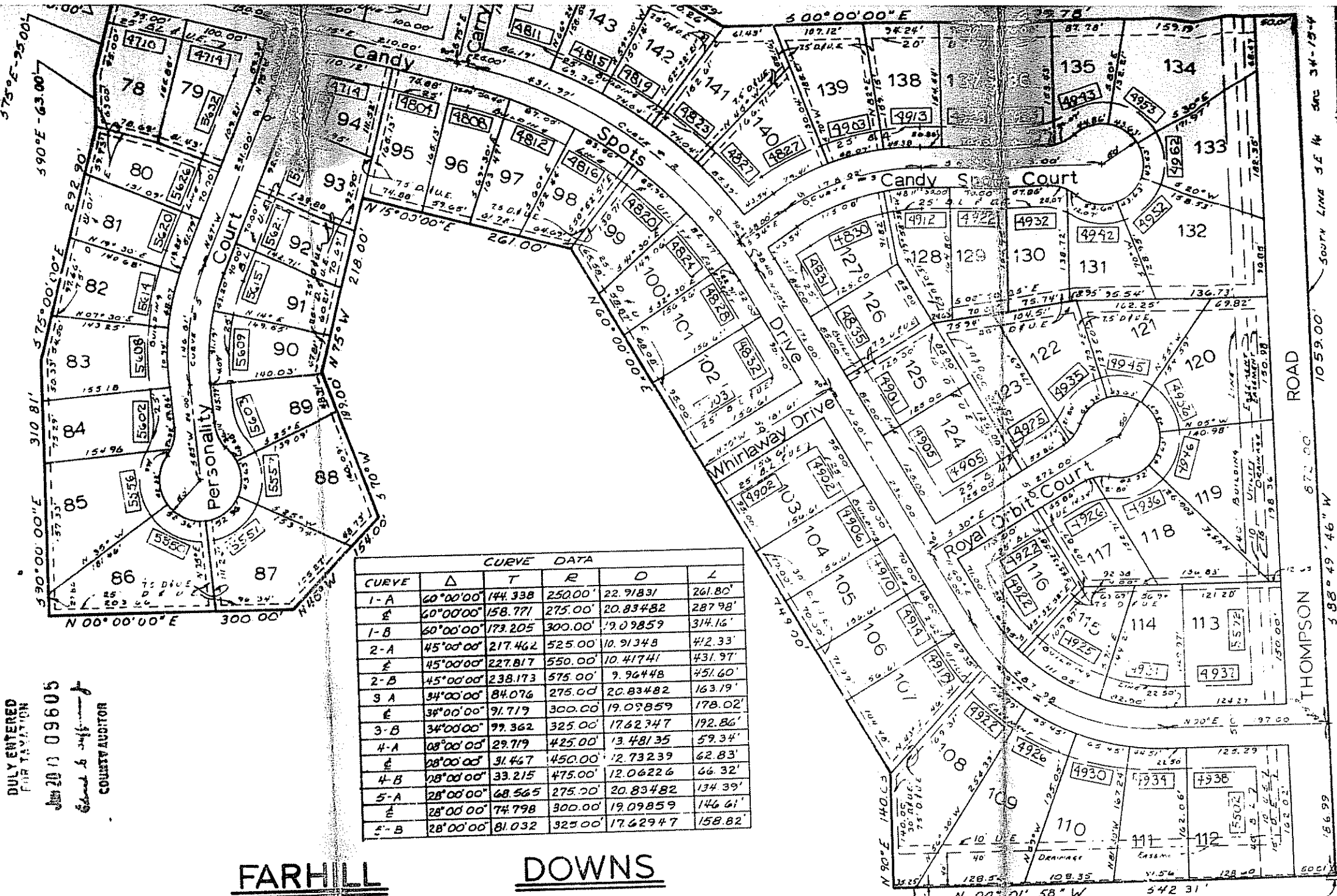


DULY ENTERED
FOR TAXATION
JUN 20 11 09 605
Edward & Jeffrey
COUNTY AUCTIONER



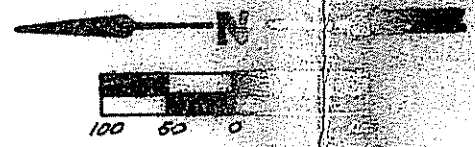
CURVE DATA

CURVE	Δ	T	R	D	L
1-A	60°00'00"	144.338	250.00'	22.91831	261.80'
E	60°00'00"	158.771	275.00'	20.83482	287.98'
1-B	60°00'00"	173.205	300.00'	19.09859	314.16'
2-A	45°00'00"	217.462	525.00'	10.91348	412.33'
E	45°00'00"	227.817	550.00'	10.41741	431.97'
2-B	45°00'00"	238.173	575.00'	9.96448	451.60'
3-A	34°00'00"	84.076	275.00'	20.83482	163.19'
E	34°00'00"	91.719	300.00'	19.09859	178.02'
3-B	34°00'00"	97.362	325.00'	17.62347	192.86'
4-A	08°00'00"	29.719	425.00'	13.48135	59.34'
E	08°00'00"	31.467	450.00'	12.73239	62.83'
4-B	28°00'00"	33.215	475.00'	12.06226	66.32'
5-A	28°00'00"	68.565	275.00'	20.83482	134.39'
E	28°00'00"	74.798	300.00'	19.09859	146.61'
5-B	28°00'00"	81.032	325.00'	17.62347	158.82'

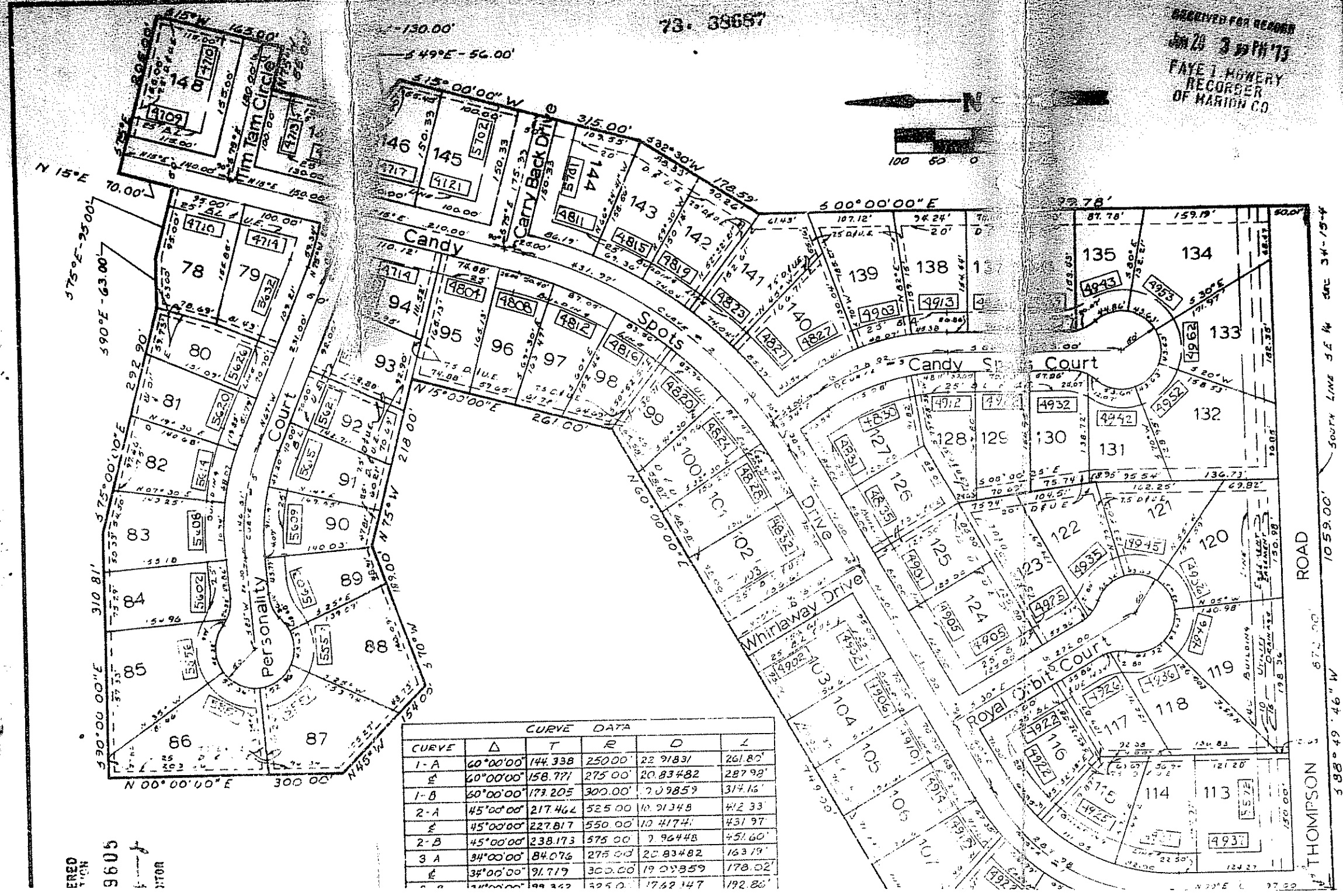
FARHILL DOWNS
Section Two

WEST LINE SE 1/4 SEC 34-15-4
SW COR SE 1/4
SEC 34-T15N-R4E

RECORDED FOR RECORD
 JUN 28 3 39 PM '73
 FAYE L. MOWERY
 RECORDER
 OF MARION CO.



73-38657



CURVE DATA

CURVE	Δ	T	R	D	L
1-A	60°00'00"	144.338	250.00'	22 91831	261.82'
E	60°00'00"	158.771	275.00'	20.83482	287.98'
1-B	60°00'00"	173.205	300.00'	7.9859	314.16'
2-A	45°00'00"	217.464	525.00'	10.91345	412.33'
E	45°00'00"	227.817	550.00'	10.41741	431.97'
2-B	45°00'00"	238.173	575.00'	7.96448	451.60'
3 A	34°00'00"	84.076	275.00'	20.83482	163.19'
E	34°00'00"	91.719	300.00'	19.09859	178.02'
		98.362	325.00'	17.62147	192.80'

ERED
 9605

MITOR

THOMPSON ROAD
 1059.00'
 598°49'46" W
 500' LINE 5 E W ARE 34-15-4

FARHILL DOWNS — Section Two

RECEIVED FOR RECORD
MAY 21 3 30 PM '73
FAYE L. HOWERY
RECORDER
OF MARION CO.

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 Two.

- Dedication:** All streets shown and not heretofore dedicated are hereby dedicated to the public as streets-of-record for public streets.
- 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.
- 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 specifically approved. Approval shall be as provided in Part C.
- Dwelling Quality and Size:** The ground floor area of the main structure, exclusive of one-story 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%) of brick or stone.
- Building Location:** No building shall be located on any lot nearer to the front lot line or nearer to the side lot 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 building 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 a part of the building; provided, however, that this shall not be construed to permit any portion of a building to be located nearer to a street line.
- Lot Area and Width:** No dwelling shall be erected or placed on any lot having a width of less than 30 feet. No dwelling shall be erected or placed on any lot having an area of less than 10,000 square feet.
- Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved. Easements for flow of water, gas, electricity, or other utility shall not be prohibited. No permanent or other structure shall be erected on any lot which shall obstruct the flow of storm water. No bushes, trees, etc. are to be planted within drainage easements that will obstruct the flow of storm water.
- Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall any person or department of a business or industry be conducted on any lot which shall constitute a nuisance or annoyance to the neighborhood. No inoperative or unlicensed vehicle shall be parked or stored on any street thereof. No boat, trailer, or camper shall be parked within 25 feet of the front property line.
- Temporary Structures:** No structure of a temporary character, trailer, basement, or other structure shall be erected on any lot at any time as a residence, either temporarily or permanently.
- Livestock and Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Rubbish, garbage, or other refuse shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- Sight Distance at Intersections:** No fence, wall, hedge or shrub planting shall obstruct sight lines of vehicles on any street. All sight triangles over the roadways shall be placed or permitted to remain on any corner lot within the following dimensions: the street corner shall be clear of any obstruction connecting them at points 25 feet from the intersection of the street lines and the sight triangles shall be clear of any obstruction at the intersection.

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 30 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.
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 limit situations, all only on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.
13. **Architectural Control Committee:** The Architectural Control Committee is composed of Douglas R. Watson, O. Kenneth Baird, and Charles F. ... of Indianapolis, Indiana. A majority of the Committee may designate a representative to attend any meeting. The representative of any member of the Committee, the remaining members shall have full authority to designate a successor. Notwithstanding the foregoing, the Committee nor its designated representative shall be entitled to any compensation for services performed prior to the expiration of the term of said Committee and of its designated representative shall cease on and after 25 years from date of appointment. Thereafter, any approval or disapproval shall not be required unless prior to said date and effective thereafter a majority of the following shall have designated a representative to exercise the powers of the Committee who shall thereafter exercise the same powers previously exercised by said Committee. The Committee's approval or disapproval 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 during the term of its appointment, its approval or disapproval shall be deemed prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been approved.
14. **Waiver of Right to Remonstrate Against Annexation:** No lot owner shall be entitled to participate in any way in any proceeding which may be held or be party to any legal proceedings to prevent any action taken by the Common Council of the City of Indianapolis, Indiana, to annex any territory to be incorporated within the boundaries of said City all or any portion of said Addition and County, Indiana, and to apply for annexation to said City or Future statute or other law of the State of Indiana or otherwise.

The foregoing dedications, restrictions, and protective covenants are to run with the land and shall be binding on all owners of the land under them until 25 years from date of plat, at which time said covenants, restrictions, and protective covenants shall terminate. If after ten (10) years unless by vote of the majority of the then owners of the building lots or other structures covered by the restrictive covenants, the court of competent jurisdiction shall in no wise affect any other covenants or restrictions which may remain in full force and effect. The right to enforce the within provisions, restrictions, and covenants by injunction together with the right to removal or destruction of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the lots and buildings in this subdivision, their heirs or assigns and the Metropolitan Plan Commission of Marion County, Indiana. Their successors or assigns shall be entitled to sue for and recover all costs required to show any damage of any kind to the new such owner or through the court and the court shall have jurisdiction to grant such relief.

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

Witness my hand and Notarial Seal this _____ day of _____ 19__

Before me, the undersigned Notary Public in and for the County and State of Indiana, appeared Douglas R. Watson and Dorothy A. Watson, and each of them declared to me that they executed the foregoing instrument as their voluntary act and deed for the purposes therein expressed. Witness my hand and Notarial Seal this _____ day of _____ 19__.

Douglas R. Watson

 Douglas R. Watson

FINAL APPROVAL
 PLAT COMMITTEE

FARHILL DOWNS -- Section Two

RECORDED
MAY 3 1973
FAYE E. HAWERY
RECORDER
OF MARION CO.

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 Two.

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. Approval 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 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 of less than 20 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 household pets or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
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 materials shall be kept in a clean and sanitary condition.

13. Architectural Control Committee: The Architectural Control Committee is composed of Douglas R. Whitson, O. Kenneth Beard, and Charles F. ... of Indianapolis, Indiana. A majority of the Committee may designate a representative to act for it in the absence of Beard; the 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 plan. Thereafter, the approval described herein shall not be required unless prior to said date and effective thereon, a majority of the lot owners of this subdivision approve a replacement representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. The Committee's approval or disapproval is required in these covenants shall be in writing. In the event the Committee or its designated representative does not approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit is begun to enjoin the construction of the same and 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 the annexation of any portion of the land of or be party to any legal proceedings to prevent any action taken by the Common Council of the City of Indianapolis, Indiana, or otherwise, to incorporate within the boundaries of said City all or any portion of said Addition to said City of Indianapolis, Indiana, pursuant to any act 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 persons who own or possess under them until 25 years from date of plat, at which time said covenants, or restrictions, shall be automatically terminated for successive periods of ten (10) years unless by vote of the majority of the then owners of the building lots covered by those 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 of the excess of all structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots, their assigns, 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 violations thereof.

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

Witness my hand and seal of my office this 19th day of June 1973.

Before me, the undersigned Notary Public in and for the County and State of Indiana, 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 19th day of June, 1973.

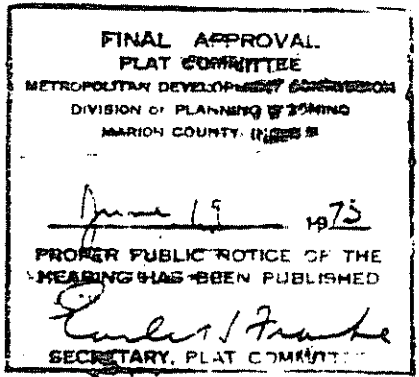
Douglas R. Whitson
 Douglas R. Whitson



Dorothy A. Whitson
 Dorothy A. Whitson
 Notary Public

APPROVED THIS 20th DAY OF June 1973
 AUDITOR OF MARION COUNTY
C.B. Madigan DEPTSMAN

Dorothy A. Whitson
 Dorothy A. Whitson



VOID UNLESS RECORDED
 BEFORE AUG 2 1974

This instrument prepared by R. M. Stoepelwerth.

Page 2 of 2

SHEETS	SHEETS	SHEETS	STOEPPELWERTH & ASSOCIATES				SHEET NO.
			CONSULTING ENGINEERS				
DATE	BY	DATE	BY	DATE	BY	DATE	