

FARLEY'S SPEEDWAY HOMEPLACE, 17TH SECTION
INSTRUMENT #65-31476
RECORDED JULY 2, 1965
RESTRICTIONS

1. The streets shown herein and not heretofore dedicated are hereby dedicated to the public as a right of way for public travel and for public sewers. All lots in this subdivision shall be known and designated as residential lots.
2. The strips of ground marked "Utility and/or Drainage Easements", shown herein are hereby reserved for installation and maintenance of public utility poles, wires, and conduits for gas water, electric and telephone utilities and for sewers servicing lots in Farley's Speedway Homeplace, 17th Section, subject at all times to the proper civil authority and to the specific easements herein reserved. No permanent or other structures shall be erected or maintained upon said easements and all lot owners shall take their titles subject to the rights of the utilities and to the rights of the other owners in this subdivision.
3. No residential structure shall be erected or placed upon any building plot which has an area of less than 8,438 square feet and a width of less than 80 feet at the building setback line.
4. Front and side building lines are hereby established as shown herein and between such lines and the street property lines there shall be erected and maintained no structure of any kind. The ground floor area of any dwelling, exclusive of open porches and garages, shall be not less than 900 square feet in the case of a one story structure, nor less than 600 square feet in the case of a one and one-half, two or a two and one-half story structure. No fence shall be erected or placed between the street property line and the building setback line.
5. No building shall be erected or placed on any lot nearer to the side line than 15 feet or 15% of the width of the lot at the building setback line, whichever is the lesser. These restrictions shall not apply to a garage located on the rear half of the lot. In the case of a structure occupying more than one lot, this restriction shall apply to the boundaries of the multiple lots. No trailer, tent, shack, garage, barn or other temporary structure erected in this subdivision shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No alcoholic beverage or malt or vinous liquor shall be made or sold on any lot in this subdivision.
7. No farm animals or domestic fowls shall be permitted on any lot or lots in this subdivision and no pets or domestic animals shall be kept thereon for commercial purposes.
8. 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 sightline 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 tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
9. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
10. If the parties hereto, or any of them, or their heirs or assignees shall violate or attempt to violate any of the covenants herein, it shall be **lawful for any** other person or persons owning any real property in this subdivision to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenants and either to prevent him or them from so doing or recover damages or other dues for such violation.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the then owners of the real property in this subdivision, it is agreed to change such covenants in whole or in part.
12. The right of enforcement of these covenants is hereby granted to the Metropolitan Plan Commission, its successors or assigns.