

FOXHILL TERRACE

INSTRUMENT #64-41527/ *see also 10-22-64*

RECORDED AUGUST 17, 1964

RESTRICTIONS

*see also 10-22-64*  
*see also 4.55.13*

1. 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 two cars.
2. No dwelling shall be permitted on any lot at a cost of less than \$12,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages shall be not less than 1100 sq. ft. for a one story dwelling nor less than 2000 sq. ft. for a dwelling of more than one story.
3. 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. In any event no building shall be located on any lot nearer than 25 ft. to the front lot line or nearer to any side street than 25 ft. No building shall be located nearer than 15 ft. to an interior lot line, except that a 4 ft. side yard shall be required for a garage or other permitted accessory building located 75 ft. or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 ft. to the rear lot line. Eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on one lot to encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having a width of less than 60 ft. at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 11,250 sq. ft., except that a dwelling may be erected or placed on lots numbered 1 through 55 as shown on the recorded plat.
5. Areas shown hereon designated U. E. (Utility Easement) are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, sewers, lines and wires, subject to the proper authorities and to the easement herein granted and reserved. No permanent buildings or other structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to legal rights of public utilities including the rights ingress & egress, in along, across and through said utility easement.
6. 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.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
10. 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 purpose.
11. 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. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Indiana State Board of Health and the Marion County Health and Hospital Corporation. Approval shall be obtained prior to any installation.
13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 ft. 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 ft. from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Said proceedings may be instituted by any person or persons owning any property situated in this subdivision or the METROPOLITAN PLAN COMMISSION, its successors or assigns.
16. Invalidity 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.
17. The owners for themselves and their heirs, successors and assigns, waive all rights to object to, or to remonstrate against any annexation or proposed annexation of the real estate subject to this plat or any part thereof, to the City of Indianapolis or to the Indianapolis Sanitary District, including the right to take an appeal from any order or judgement annexing said real estate, or to file a complaint or other action against such annexation proceedings.