



55 foot wide area represents limit of allowable encroachment on the setback requirements of the legal drain easement as per agreement recorded as Instrument No. 74-10293 in the Office of the Recorder of Warren County, Louisiana.

FARRHILL
SECTION THREE
DOWNES

Curve	T	R	D	L	
1/A	15'00'00"	49.370	375.00	15,278,674	98,175
2	15'00'00"	52.661	400.00	14,329,944	104,720
1-B	15'00'00"	53,982	425.00	13,481,359	111,265
2-A	15'00'00"	75,700	575.00	9,964,483	150,535
4	15'00'00"	17,891	600.00	9,549,296	157,080
2-B	15'00'00"	82,203	625.00	5,167,324	163,625
3-A	25'00'00"	93,966	1,850.00	45,856,623	1,636,225
4	25'00'00"	115,099	1,550.00	34,971,915	1,965,350
3-B	25'00'00"	134,282	175.00	32,702,421	2,291,074

PROPERTY TAXATION
 MAR 3 78 10 10 13
James L. Kuntel
 COUNTY AUDITOR

R. BARKER
 MAR 2 1978
 MARION COUNTY
 DRAFTSMAN

SECTION THREE
 FARHILL DOWNS

FARHILL DOWNS
 SECTION THREE

The undersigned Registered Land Surveyor, do hereby certify that the within plat is true and correctly represents a subdivision of a part of the Southeast quarter of Section 34, Township 15 North, Range 4 East in Marion County, Indiana, said part being more particularly described as follows:

Commencing at the Northeast corner of said quarter section; thence South 00 degrees 00 minutes 00 seconds west upon and along the East line of said quarter section 398.99 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 00 minutes 00 seconds west upon and along said West line 1002.21 feet; thence South 90 degrees 00 minutes 00 seconds West 50.00 feet to the point of curvature of a curve to the left, said point being North 00 degrees 00 minutes 00 seconds East 175.00 feet from the radius point of said curve; thence westerly along the arc of said curve 98.17 feet to the point of tangency of said curve, said point being North 15 degrees 00 minutes 00 seconds West 375.00 feet from the radius point of said curve; thence South 75 degrees 00 minutes 00 seconds West 128.00 feet; thence North 15 degrees 00 minutes 00 seconds West 187.61 feet; thence South 75 degrees 00 minutes 00 seconds West 11.99 feet to the point of curvature of a curve to the left, said point being North 15 degrees 00 minutes 00 seconds West 375.00 feet from the radius point of said curve; thence southwesterly along the arc of said curve 9.82 feet to the point of tangency of said curve, said point being North 16 degrees 30 minutes 00 seconds West 163.22 feet; thence South 75 degrees 00 minutes 00 seconds West 56.99 feet to a Southeast corner of Farhill Downs, Section One, recorded as Instrument Number 73-38686 in the Office of the Recorder of Marion County, Indiana; thence northerly then easterly along an East line and a South line of said Farhill Downs, Section One, by the following bearings and distances: North 15 degrees 00 minutes 00 seconds West 241.98 feet; thence North 05 degrees 00 minutes 00 seconds West 340.00 feet; thence North 00 degrees 00 minutes 00 seconds East 336.98 feet; thence North 45 degrees 40 minutes 12 seconds East 106.44 feet; thence North 90 degrees 00 minutes 00 seconds East 96.94 feet; thence North 63 degrees 30 minutes 00 seconds East 117.00 feet; thence North 00 degrees 00 minutes 00 seconds East 132.40 feet; thence South 29 degrees 00 minutes 00 seconds East 51.48 feet; thence North 90 degrees 00 minutes 00 seconds East 140.00 feet to the place of beginning, containing 19,075 acres, more or less, subject to all valid mortgages, judgments, liens, encumbrances, and restrictions of record.

This instrument was recorded by R. V. Creppelbrecht



Curve	1	2	3	4	5	6	7	8	9	10
1-A	15°00'00"	49.370	375.00'	1627.8874	98.175					
1-B	15°00'00"	52.661	400.00'	14323.914	104.720					
1-C	15°00'00"	55.952	425.00'	13481.359	111.265					
2-A	15°00'00"	75.700	575.00'	9.9644483	150.535					
2-B	15°00'00"	78.991	600.00'	9.5492936	157.080					
2-C	15°00'00"	82.283	625.00'	5.167324	163.625					
3-A	29°00'00"	95.916	185.00'	45.5456623	163.625					
3-B	29°00'00"	118.039	200.00'	38.97186	196.350					
3-C	29°00'00"	134.382	175.00'	32.7404486	229.074					



FINAL APPROVAL
 PLAT COMMITTEE
 MEMORIAL/PLAT DEVELOPMENT COMMISSION
 DIVISION OF PLANNING & ZONING
 MARION COUNTY, INDIANA

James L. Kuntel
 10 26
 SECRETARY PLAT COMMITTEE

VOID UNLESS RECORDED
 BEFORE 7-9-77

FILED
 MAR 2 1978

76. 11155

STOEPPEL, WERTH & ASSOCIATES
 CONSULTING ENGINEERS

FARHILL DOWNS - Section Three

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 Three.

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 11 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 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:** raised, bred or kept or pets may be kept provided commercial purposes.
11. **Garbage and Refuse Disposal:** ground for rubbish. It in sanitary container or disposal of such waste
12. **Sight Distance at Intersections:** which obstructs sight roadways shall be placed triangular area forward at points 25 feet from of a rounded property lines extended. The set 10 feet from the intersection driveway. No tree shall intersection unless the prevent obstruction of
13. **Architectural Control Committee:** composed of Douglas Indianapolis, Indiana, representative to act member of the Committee designate a successor designated representative performed pursuant to the and of its designated date of plat. Thereafter unless prior to said date in this subdivision approval hereafter exercise the The Committee's approval be in writing. In the event fails to approve or disapproval have been submitted to construction has been completed not be required and the complied with.
14. **Waiver of Right to Remove:** demonstrate against or be be party to any legal Council of the City incorporate within the Addition to said City or future statute or other

The foregoing dedication and shall be binding years from date of plat, automatically extended if vote of the majority of covenants, or restriction of a court of competent restriction, which shall within provisions, rest to cause removal by violation thereof, is he in this subdivision, the Commission of Marion County entitled to such relief new such owner by or through

STATE OF INDIANA

NOTARY PUBLIC

COUNTY OF MARION

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 15th day of February, 1971.

Witness our hands and seals

Section Three

his wife, owners of certificate do hereby hence with the within will Towns, Section

dedicated are hereby

apt. for residential ed, or permitted to walling not to exceed and for not more than

placed, or altered on and a plan showing the Architectural Control Harmony of external respect to topography erected, placed, or um building setback provided in paragraph

the main structure, be not less than 1200 less than 800 square story in height. The size shall be composed

lot nearer to the the minimum building all be located nearer located nearer than covenant, overhanging part of the building; mit any portion of a

ed on any lot having the minimum required ed or placed on any B-3 zoning district.

of utilities and ded plat. Right of ed. No permanent or ascent. No bushes, at will obstruct the allowed to cross a ed on cul-de-sacs structures, fences, maintained upon said

ed on upon any lot, some an annoyance or ed vehicle shall be ed any street thereof. 15 feet of the front

character, trailer, shall be used on any ment.

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 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 25 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 A. 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 a 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 subdivision 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 the within provisions, restrictions, and covenants by injunction together with the right to cause removal by due process of law of structures erected or undetained 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 law such owner by or through any such violation or attempted violation.

Witness our hand and seals this 3 day of Feb, 1976.

Douglas R. Whitson
Douglas R. Whitson

Deborah A. Whitson
Deborah A. Whitson

County and State appeared before the execution of the for the purposes therein