

750027869

BAD MICROFILM

# FARHILL DOWNS - Section Six

MCR

### 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 Six.

- Dedication:** All streets shown and not heretofore dedicated are hereby dedicated to the public as right-of-way 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 similarly approved. Approvals shall be as provided in paragraph #23 below.
- Building 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 not 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.
- 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 10 feet to any rear lot line. For the purpose of this covenant, overhanging eaves to a 3-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.
- 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 the zoning district, nor shall any dwelling be erected or placed on any lot having an area of less than the minimum required in a U-3 zoning district.
- Drainage:** Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. Right of Egress and Easements 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.
- Nuisance:** 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 incinerator or "incinerator unit" shall be parked on or repaired on any lot in this subdivision or on any street thereon. No boat, trailer, or camper shall be parked within 25 feet of the front property line of any lot.
- Temporary Structures:** No structure of a temporary character, trailer, easement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, other temporarily or permanently.
- 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 purpose.
- Rubbish 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 incinerator or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at intersections 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 limitations shall apply 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 intersections unless the foliage line is maintained at sufficient height to obstruct sight lines.
- Architectural Control Committee:** The Architectural Control Committee is composed of Douglas R. Whitson, G. Kenneth Baird, and Charles Plotts 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 its designated representative shall cease on and after 25 years from date of plat. Thereafter the approval of said Committee or representative 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 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 so late to such that 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.
- Waiver of Right to Rescind and Appeal:** No lot owner shall rescind or otherwise in any way object to or demand 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 restrictions, shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the building lots covered by these 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 erect or maintain in violation thereof, as hereby dedicated and reserved to the owners of the several lots in this subdivision, their 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 sense by or through any such violation or attempted violation.

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Witness our hands and seals this 30 day of May 1975.

Douglas R. Whitson  
Douglas R. Whitson

Dorothy A. Whitson  
Dorothy A. Whitson

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 30th day of May, 1975.

Samuel C. Bennett  
Notary Public



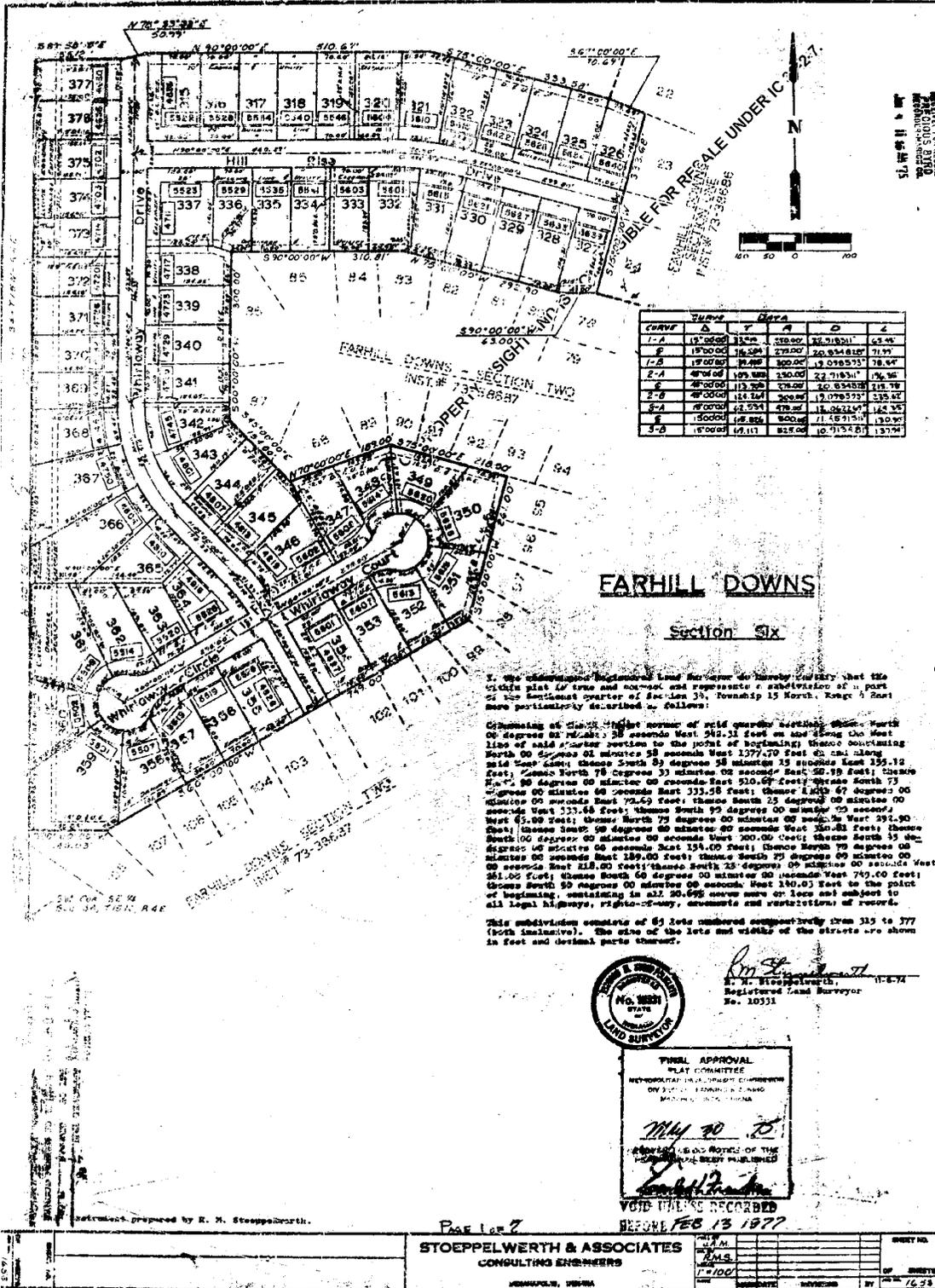
750027869

STOEPFELWERTH & ASSOCIATES  
CONSULTING ENGINEERS  
INDIANAPOLIS, INDIANA

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other lands, and does not constitute a warranty of the accuracy of the dimensions, distances, location of easements, acreage or other matters shown thereon. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Order: 19750027869  
Doc: INMARS:MPLT 1975 00027869

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I, the undersigned Registered Land Surveyor do hereby certify that the within plat is true and correct and represents a subdivision of a part of the Northern quarter of Section 36, Township 15 North, Range 3 East more particularly described as follows:

Beginning at the NE corner of said quarter section, thence North 00 degrees 00 minutes 00 seconds East 342.31 feet on and along the West line of said quarter section to the point of beginning; thence bounding North 00 degrees 00 minutes 00 seconds East 1377.70 feet to and along said West line; thence South 89 degrees 58 minutes 15 seconds East 135.12 feet; thence North 78 degrees 33 minutes 00 seconds East 50.19 feet; thence West 90 degrees 00 minutes 00 seconds East 510.00 feet; thence South 75 degrees 00 minutes 00 seconds East 333.38 feet; thence North 67 degrees 00 minutes 00 seconds East 70.49 feet; thence South 25 degrees 00 minutes 00 seconds East 333.48 feet; thence South 95 degrees 00 minutes 00 seconds West 65.89 feet; thence North 75 degrees 00 minutes 00 seconds East 291.90 feet; thence East 50 degrees 00 minutes 00 seconds West 340.83 feet; thence South 00 degrees 00 minutes 00 seconds East 200.00 feet; thence North 15 degrees 00 minutes 00 seconds East 154.00 feet; thence North 75 degrees 00 minutes 00 seconds East 189.00 feet; thence South 75 degrees 00 minutes 00 seconds East 118.00 feet; thence South 25 degrees 00 minutes 00 seconds West 31.00 feet; thence South 60 degrees 00 minutes 00 seconds East 749.00 feet; thence South 50 degrees 00 minutes 00 seconds East 130.00 feet to the point of beginning, containing in all 30.679 acres more or less and subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 63 lots numbered consecutively from 315 to 377 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

*R. M. Stoeppelwerth*  
 R. M. Stoeppelwerth  
 Registered Land Surveyor  
 No. 10531

FINAL APPROVAL  
 PLAT COMMITTEE  
 METROPOLITAN DEVELOPMENT COMMISSION  
 DIVISION OF PLANNING & ZONING  
 MATHEWICK, VIRGINIA  
 11/4/70  
 APPROVED AND NOTED OF THE  
 BOARD OF SUPERVISORS  
 1/12/71

VOID UNTIL RECORDED  
 BEFORE FEB 13 1971

STOEPPELWERTH & ASSOCIATES  
 CONSULTING ENGINEERS

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BAD MICROFILM

# FARHILL DOWNS - Section Six

MCR

### 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 Six.

- Dedication:** All streets shown and not heretofore dedicated are hereby dedicated to the public as right-of-way 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 similarly approved. Approvals shall be as provided in paragraph #23 below.
- Building 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 not 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.
- 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 10 feet to any rear lot line. For the purpose of this covenant, overhanging eaves to a 3-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.
- 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 the zoning district, nor shall any dwelling be erected or placed on any lot having an area of less than the minimum required in a U-3 zoning district.
- SEWERAGE:** Provisions for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. Right of Egress and Easements 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.
- HAZARDOUS:** 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 incinerator or "incinerator substitute" shall be parked on or repaired on any lot in this subdivision or on any street thereon. No boat, trailer, or camper shall be parked within 25 feet of the front property line of any lot.
- TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, easement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, other temporarily or permanently.
- 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 purpose.
- RUBBISH 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 incinerator or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at intersections 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 limitations shall apply 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- Architectural Control Committee:** The Architectural Control Committee is composed of Douglas R. Whitson, G. Kenneth Baird, and Charles Plotts 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 its designated representative shall terminate on and after 25 years from date of plat. Thereafter the approval of the Committee or its designated representative shall cease on and after 25 years from date of plat. Thereafter the approval of the Committee or its designated representative 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 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 act is taken to reject 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.
- Waiver of Right to Rescind and Appeal Provision:** No lot owner shall rescind against or otherwise in any way object to or demand 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 by 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 restrictions, shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the building lots covered by these 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 erect or maintain in violation thereof, or to amend by injunction together with the right to remove by due process of law or structures designed 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 sense by or through any such violation or attempted violation.

STATE OF INDIANA )  
COUNTY OF MARION )

Witness our hands and seals this 30 day of May 1975.

Douglas R. Whitson  
Douglas R. Whitson

Dorothy A. Whitson  
Dorothy A. Whitson

Before me, the undersigned Notary Public in and for the County and State, 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 30th day of May, 1975.

My Commission expires: January 17, 1976  
Samuel C. Bennett  
Notary Public



750027869

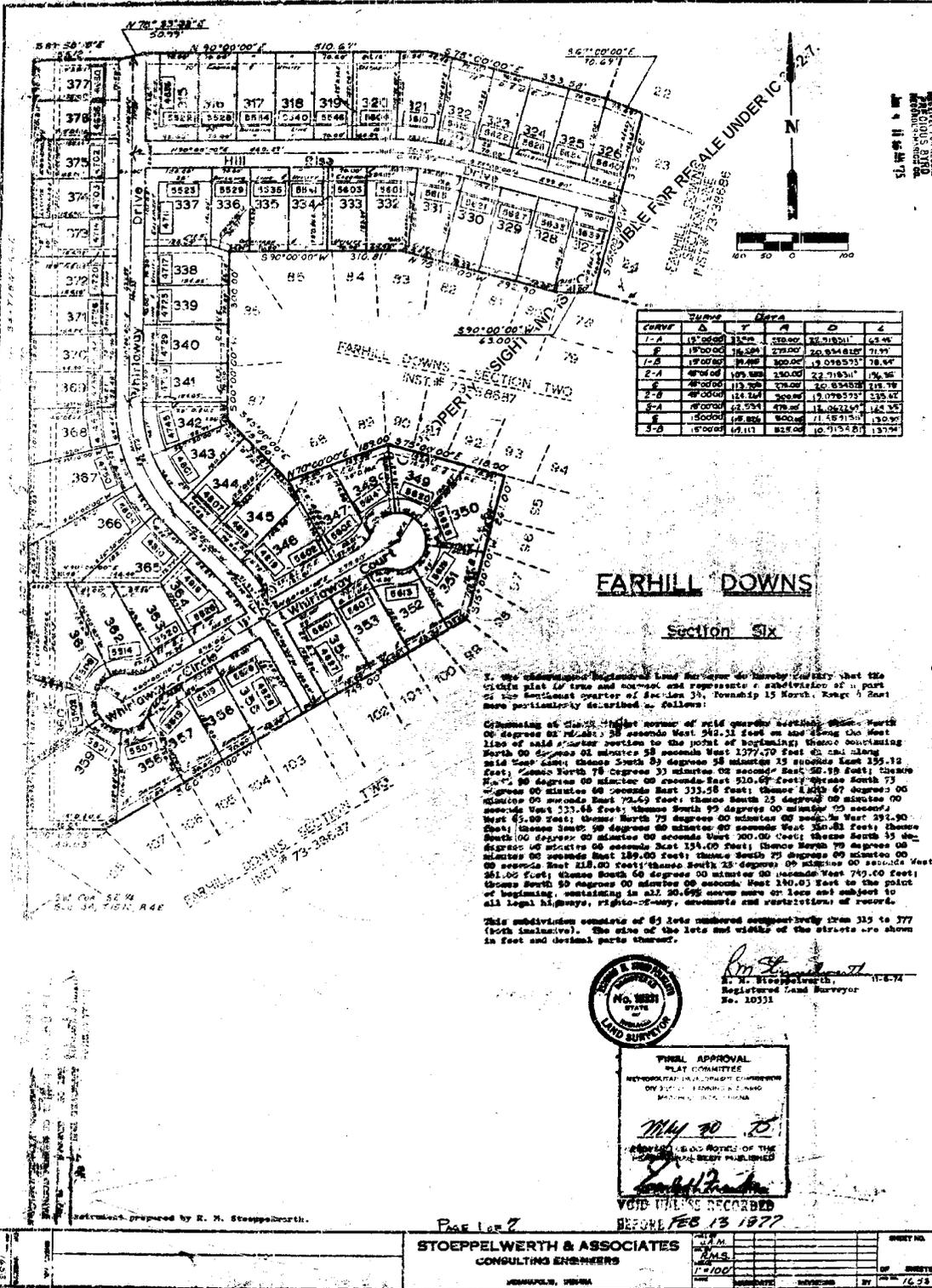
STOEPFELWERTH & ASSOCIATES  
CONSULTING ENGINEERS  
INDIANAPOLIS, INDIANA

This map that is being furnished as an aid in locating the higher of the described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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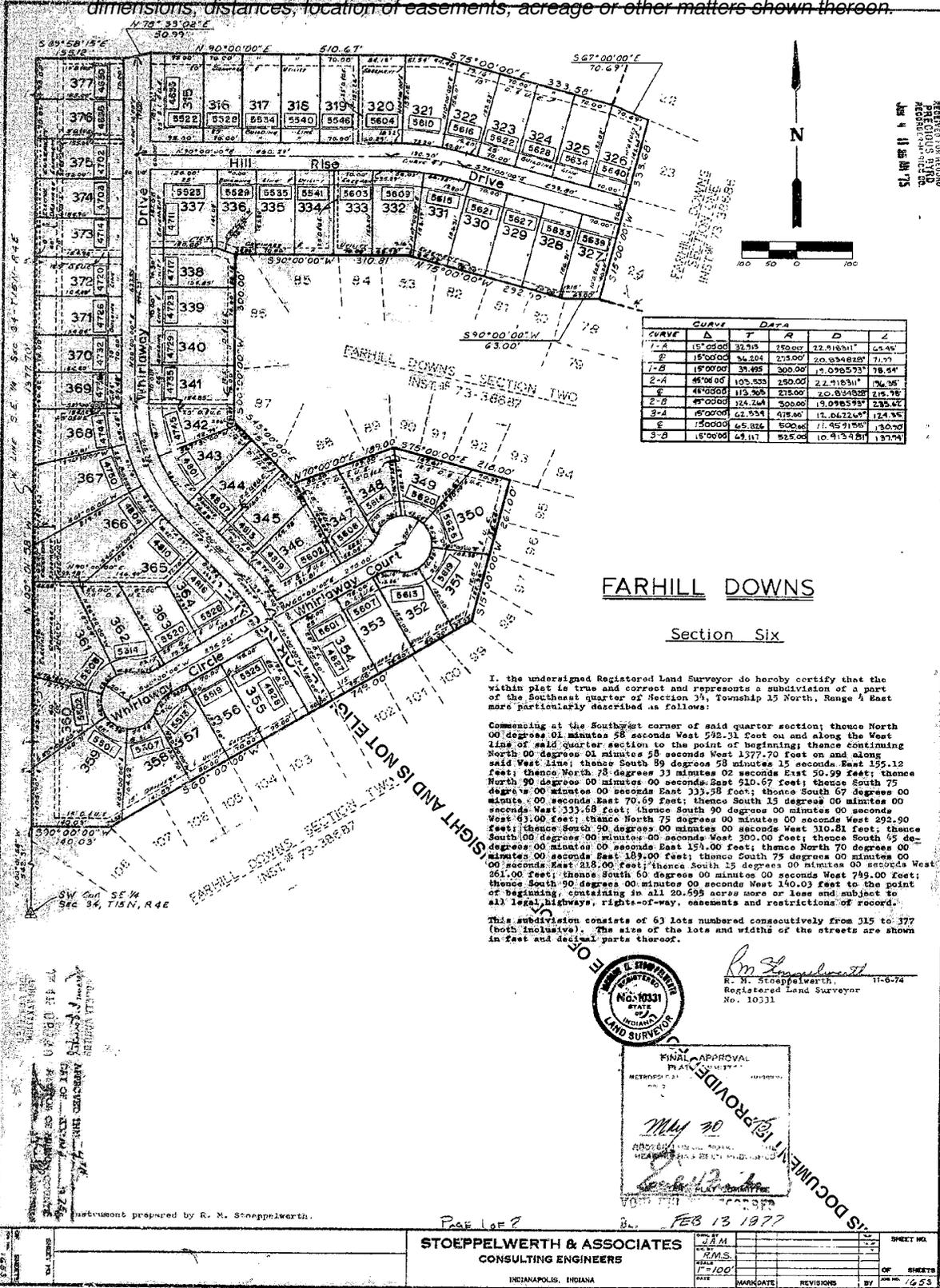
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Doc: INMART-MPLT 1976 00027869  
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**FARHILL DOWNS**  
Section Six

I, the undersigned Registered Land Surveyor do hereby certify that the within plat is true and correct and represents a subdivision of a part of the Southeast quarter of Section 34, Township 25 North, Range 4 East more particularly described as follows:

Commencing at the Southwest corner of said quarter section; thence North 00 degrees 01 minutes 58 seconds West 582.31 feet on and along the West line of said quarter section to the point of beginning; thence continuing North 00 degrees 01 minutes 58 seconds West 1777.70 feet on and along said West line; thence South 89 degrees 58 minutes 15 seconds East 155.12 feet; thence North 78 degrees 33 minutes 02 seconds East 50.99 feet; thence North 90 degrees 00 minutes 00 seconds East 910.67 feet; thence South 75 degrees 00 minutes 00 seconds East 333.58 feet; thence South 67 degrees 00 minutes 00 seconds East 70.69 feet; thence South 15 degrees 00 minutes 00 seconds West 333.68 feet; thence South 90 degrees 00 minutes 00 seconds West 610.00 feet; thence North 75 degrees 00 minutes 00 seconds West 292.90 feet; thence South 50 degrees 00 minutes 00 seconds West 310.81 feet; thence South 90 degrees 00 minutes 00 seconds West 300.00 feet; thence South 75 degrees 00 minutes 00 seconds East 154.00 feet; thence North 70 degrees 00 minutes 00 seconds East 189.00 feet; thence South 75 degrees 00 minutes 00 seconds East 218.00 feet; thence South 15 degrees 00 minutes 00 seconds West 261.00 feet; thence South 50 degrees 00 minutes 00 seconds West 749.00 feet; thence South 90 degrees 00 minutes 00 seconds West 340.03 feet to the point of beginning, containing in all 20.595 acres more or less and subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 63 lots numbered consecutively from 315 to 377 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

*R. M. Stoepfelwerth*  
R. M. Stoepfelwerth, 11-0-74  
Registered Land Surveyor  
No. 10331



FINAL APPROVAL  
PLAT NO. 1157  
RECORDED BY  
NO. 2  
DATE  
FEB 13 1977

STOEPPELWERTH & ASSOCIATES  
CONSULTING ENGINEERS  
INDIANAPOLIS, INDIANA

DATE	BY	REVISIONS

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# FARHILL DOWNS - Section Six

## DEDICATION, RESTRICTIONS, AND PROTECTIVE COVENANTS

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- Dedication:** All streets shown and not heretofore dedicated are hereby dedicated to the public as right-of-way 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 similarly approved. Approvals shall be as provided in paragraph #11 below.
- 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 not 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.
- Building Location:** No building shall be located on any lot nearer to the front lot line or nearer to 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.
- 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.
- 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.
- Nuisance:** 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 thereat. No boat, trailer, or camper shall be parked within 25 feet of the front property line of any lot.
- 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.
- Livestock and Poultry:** No animal, 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.
- 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.
- Sight Triangles 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 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.
- Architectural Control Committee:** The Architectural Control Committee is composed of Douglas R. Whitson, D. Kenneth Heird, and Charles Flitz 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 90 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.
- 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 this until 25 years from date of plat, at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the building lots covered by these 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 by due process of law or 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 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 violation or attempted violation.

STATE OF INDIANA  
COUNTY OF MARION

Witness our hands and seals this 30 day of May, 1975.  
Douglas R. Whitson  
Dorothy A. Whitson

My commission expires: February 23, 1976  
Susan Ellen Parrott  
Notary Public



STOEPFELWERTH & ASSOCIATES  
CONSULTING ENGINEERS  
INDIANAPOLIS, INDIANA

THIS DOCUMENT IS PROVIDED FOR SOLE USE

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