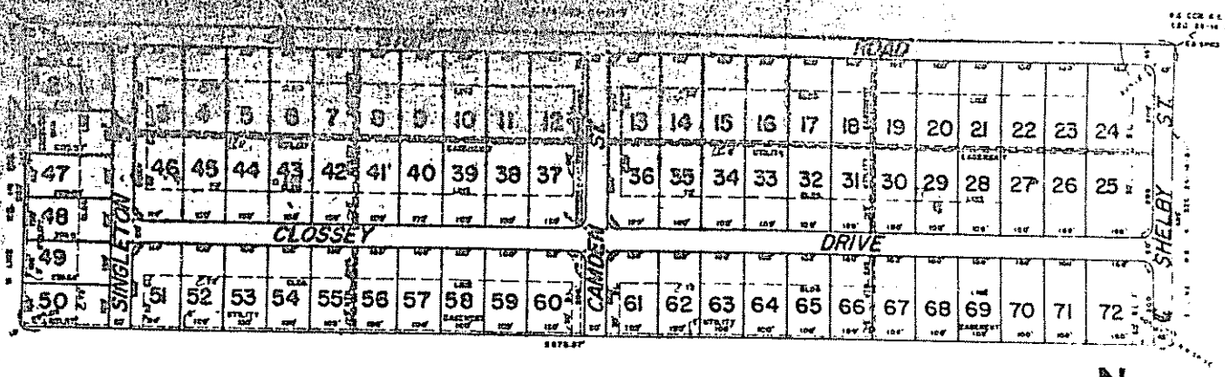

CEDAR GROVE ADDITION

FIRST SECTION

We, the undersigned, hereby certify this plat to be true and correct representing a subdivision of part of the North East Quarter of Section 24, Township 14 North, Range 3 East, of the Second Principal Meridian, Marion County, State of Indiana, said part being more particularly described as follows:

Beginning at the North East corner of said ¼ Sec.; running thence South along the East line there of 697 feet to a point; thence West parallel to the North line thereof 1577.57 feet to a point on the West line of said ¼ Sec.; thence North along said West line 697 feet to the North West corner of said ¼ Sec.; thence East along the North line there of 1574 feet to the point of beginning, containing in all 62.66 acres more or less. Subject however to all legal highways and/or rights of way.

This subdivision consists of 72 lots numbered from one to seventy two, both inclusive, with streets as shown hereon. The size of the lots and widths of the streets are shown on this plat in figures denoting feet and decimal parts thereof.

Witness our signatures this 25 day of July, 1955.

Registered Engineer No. 1793
State of Indiana

No. 3907
STATE OF INDIANA
REGISTERED SURVEYOR

Registered Surveyor No. 3907
State of Indiana

We, the undersigned, Joseph M. Bortlein & Agnes S. Bortlein, husband and wife, and Ernest A. Rohm & Minnie Rohm, husband and wife, the owners of the above described real estate, hereby certify that we do hereby lay out, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated CEDAR GROVE ADDITION, 1st Sec.

The streets if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground 5 feet in width as shown on this post which are hereby reserved for use of public utilities, for installation and maintenance of poles, wires, mains, ducts, drains and sewers, subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, but such owners shall take their titles subject to the rights of such public utilities and to the rights of owners of other lots in this subdivision, for ingress and egress, in, along, across, and through the several strips so reserved. Fences may be erected on said strip.

There is also a drainage easement as shown on this plat. Said easement being reserved for natural drainage purposes and subject to the authority of the proper civil officers.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot herein other than one single family dwelling, not to exceed 2 stories in height, and a private garage for not more than 3 cars, and residential accessory buildings.

No hotel, boarding house, double house, mercantile building, factory building, or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No building, structure, or appurtenance thereto, except fences shall be located within 15 feet of any side lot line, except where buildings are built upon more than one single lot, then this restriction shall apply to the side lot lines of the extreme boundaries of the multiple lots. No residence buildings shall be erected or maintained nearer than 20 feet or 15% of the lot frontage, whichever is the lesser, to any lot or property line upon which it is situated, including attached garages.

No trailers, shacks, or out houses of a permanent nature shall be erected or situated on any lot except during the period of construction of a proper structure and for use by the builder for his material and tools.

Building lines as shown on this plat in feet back from the street property line are hereby established, between which line and the street property line there shall be erected or maintained no structure of any kind or part thereof other than a one story open porch.

No residence shall be erected or maintained on any lot or lots in this subdivision having a ground floor area exclusive of open porches and garages of less than 900 square feet in the case of a one story structure or 900 square feet in the case of a one and one-half or a two story structure. The exterior of all dwellings and garages shall be of stone, brick or new wood or any portion or combination of such materials and shall be in keeping with the development of the community. No prefabricated, ready cut, or manufactured block dwellings or garages shall be constructed on any lot or lots herein. All dwellings must be fully completed on the outside before being occupied. Building paper or other similar materials shall not constitute in whole or in any part the outside finish of any building. No dwelling herein shall be built by anyone other than a competent contractor experienced in house building.

No residential building shall be erected on any lot in this subdivision until the building plans and specifications have been approved in writing as to the suitability and harmony of external design with existing structures in this subdivision by an architectural committee composed of Ernest A. Rohm and Joseph M. Bortlein or a representative or representatives designated by them. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services pursuant to this covenant.

Private water supply and/or sewage systems may be located, constructed and maintained to serve any building lot in this subdivision, provided said systems are approved in writing by the proper public and/or civil authorities.

No noxious trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done herein which may become an annoyance or a nuisance to the neighborhood at large.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any person owning real estate in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent him or them from doing so, or to recover damage or other dues for such violation.

The foregoing restrictions, covenants, and provisions shall run with the land and shall remain in full force and effect until January 1st, 1965, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

APPROVED THIS
DAY OF

WITNESS our signatures this 26 day of July, 1955.

Joseph M. Bortlein (husband) — Agnes S. Bortlein (wife)

Ernest A. Rohm (husband) — Minnie Rohm (wife)

State of Indiana-:
County of Marion-: SS

Personally appeared before me, a notary public, in and for said County and State, persons of the above signatures, who separately acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed, and affixed their signatures thereto.

Witness my hand and seal this 4th day of Aug., 1955.

My commission expires

Notary Public

DULY ENTERED FOR TAXATION
AUG 1 1955
COUNTY AUDITOR

APPROVED THIS Fourth
DAY OF August
COUNTY PLAN COMMISSION

AUG 1 1955