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I, Bertha M. Wendenhall, widow and unmarried, being the owner of the real estate described in the surveyor's certificate below, hereby lay off, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as WENDENHALL MEADOWS, First Section.

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 plat 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 as reserved. Fences may be erected on said strips.

All driveway culvert pipe in this addition shall be a minimum of 15 inches in diameter and 16 feet in length, and no driveway culvert pipe shall be smaller than the nearest road intersection culvert up-grade from it.

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 otherthan one single family dwelling, not to exceed 2½ stories in height, and a private garage for not more than two 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 5 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 linesof the extreme boundaries of the multiple lots. No residence buildings shall be erected or maintained nearer than 15 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, except that the existing house on Lot 13 shall not be deemed a violation of this covenant.

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 1050 square feet in the case of a one story structure, or 850 square feet in the case of a higher structure. The exterior of all dwellings, garages and accessory buildings shall be of stone, brick, or new wood or any portion and combination of such materials, and shall be in keeping with the development of the community. All dwellings must be fully completed on the outside before being occupied. Building paper or other similar materials shall notconstitute in whole or in any part of the outside furnish of any building. The front yard of each house shall be graded to approximate finish before being occupied. No prefabricated houses shall be constructed in this subdivision.

No residential building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with existing structures in this subdivision and as to location of the building with respect to the topography and finished ground elevations, by a committee composed of Bertha M. Wendenhall, Glenn Wendenhall and LeRoy Mowery, or a representative or representatives designated by them. If the committee or its designated representative shall fail to act upon any plan submitted to it for its approval, within a period of 15 days from the submission date of the same, then the owner may proceed with the building according to the plan submitted, which plans, however, shall not be contrary to any provision named in this instrument, and the failure of such committee to act within 15 days shall be deemed an approval on the plans so submitted. Neither the members of such committee nor its designated representative shall besentitled to any compensation for services performed pursuant to this covenant.

Private water supply and/or sewage system 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 covenant, and to prevent him or them from doing so, or to recover damage or other dues for such violation.

These restrictions constitute covenants running with the land and shall be in effect for periods of 10 years from this date, provided that at the expiration of said term, these restrictions shall be automatically renewed thereafter for periods of 10 years, unless, at least one year prior to the expiration of the first 10 year period, the owners or owner of the majority of tracts in this addition shall execute and acknowledge a declaration in writing waiving renewals, and said written declaration shall be recorded in the office of the Recorder of Marion County, Indiana, in which event the provisions above set out for renewals shall be nullified.

Witness my signature this 17 day of Oct 1956.

Bertha M. Wendenhall

Bertha M. Wendenhall

State of Indiana:
SS:
County of Marion:

Personally appeared before me, a Notary Public, in and for said County and State, Bertha M. Wendenhall, widow and unmarried, who acknowledged the execution of the foregoing instrument as her voluntary act and deed for the use and purpose therein expressed, and affixed her signature thereto.

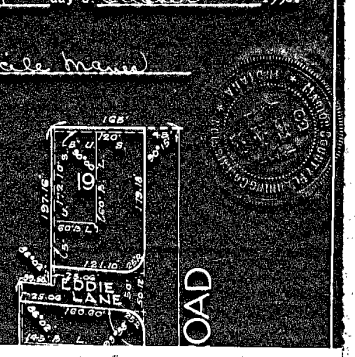
My commission expires 1-5-59

Witness my hand and seal this 17 day of October 1956.

Notary Public Lucile Mann

APPROVED THIS 4TH DAY OF OCTOBER 19 56
COUNTY PLAN COMMISSION
COUNTY OF MARION
PRESIDENT
SECRETARY

DULY ENTERED FOR TAXATION
OCT 31 1956
COUNTY AUDITOR

I, the undersigned, being a duly registered surveyor in the State of Indiana, hereby certify the within plat to be true and correct, representing a subdivision of part of the South East Quarter of Section 10, Township 14 North, Range 2 East, County of Marion, State of Indiana, being more particularly described as follows:

Beginning at the S.E. corner of said ¼ Sec.: running thence West along the South line thereof 1607 feet