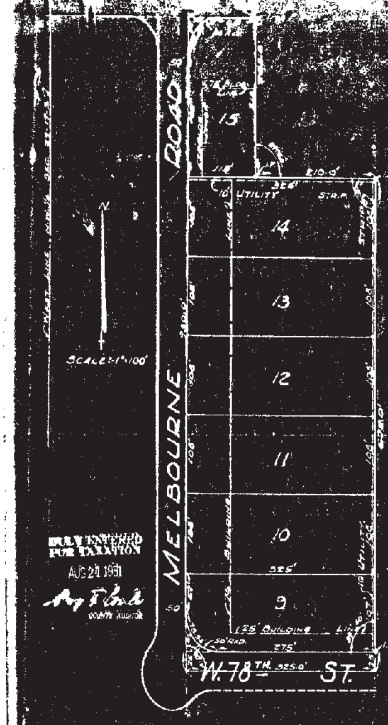
WESTWOOD PARK

2ND SECTION



I, the undersigned, hereby certify that the within plat is true and correct and represents a subdivision of part of the Northwest quarter (¼) of Section 28, Township 17, North, Range 3 East, in Marion County, State of Indiana, being more particularly described as follows:- Beginning at a point in the North line of the said Northwest quarter (¼) Section said point being 315.0 feet East of the Northwest corner thereof, thence South and parallel to the West line of said quarter (¼) section a distance of 930.0 feet; thence East and parallel to the North line of said quarter (¼) section a distance of 525.0 feet; thence North and parallel to the West line of said quarter (¼) Section a distance of 930.0 feet; thence West and parallel to the North line thereof a distance of 210.0 feet; thence North and parallel to said West line thereof a distance of 255.6 feet to a point in the North line thereof; thence West to and along said North line thereof 315 feet to the place of beginning, containing in all 5.75 acres more or less, subject however to all highways and rights of way.

This subdivision consists of Seven (7) lots, numbered from Nine (9) to Fifteen (15) both inclusive, with streets as shown on this plat.

The size of lots and the widths of street are shown hereon in figures denoting feet and decimal parts thereof.

Witness my signature this 14th day of July, 1951.

Herbert Bloemker
REGISTERED ENGINEER No 1832 INDIANA

We, the undersigned, Chester R. Bailey and Ruth Bailey, husband and wife, owners of the above described real estate, hereby certify that they do hereby lay off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as "BAILEY'S Westwood Park 2nd Section."

The streets shown herein and not heretofore dedicated are hereby dedicated to the public.

Building lines as shown on this plat in feet back from the street property lines, are hereby established, and between such lines and the street property lines, there shall be created and maintained no structure other than one-story open porches.

No structure or any part thereof shall be erected nearer than 15 feet to any line of any lot except in the case of an owner owning one lot and all or part of an adjoining lot whereupon this restriction shall apply to the property line dividing properties.

This subdivision shall be known and designated as a residential subdivision of single-family dwellings. The tract of ground on which each dwelling and accessory buildings are located shall be not less than 20,000 square feet in area.

No one story house shall be erected in this subdivision having less than 960 square feet on the foundation exclusive of open porches, garages and appurtenances.

No two story house shall be erected in this subdivision having less than 780 square feet on the foundation exclusive of open porches, garages and appurtenances.

The plans and specifications of each house to be erected in this subdivision shall prior to such erection, be approved in writing by a committee of one. Until another committee is appointed as herein after provided, the committee shall be Herbert Bloemker, a registered engineer number 1832 in the state of Indiana. This approval shall be based upon the house maintaining, in the opinion of the committee, the proper standard in said subdivision as to the external design and material. This covenant shall remain in full force and effect, and the committee shall be the said Herbert Bloemker, until such time as by a vote of the owners of a majority of the Seven (7) lots in this subdivision, this covenant is amended or another committee is appointed.

No building for commercial purposes shall be erected or maintained on any of said lots in this subdivision.

No outside toilet shall be maintained on any of said lots herein.

No noxious or offensive practice, trade or activity shall be carried on upon any lot herein. No hogs or cattle shall be kept on any of said lots in this subdivision.

No tent, trailer, shack, basement, garage, barn or other outbuilding erected in this subdivision shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Public or private water supply and/or sewage disposal systems may be located, constructed and maintained to serve any lot or lots in this subdivision, provided they meet with the approval of the Indiana State Board of Health. No septic tank or absorption field shall be constructed, located or maintained, nor shall any other method of sewage disposal be installed or employed in this subdivision, except as approved by said health authority.

There are strips of ground 10 feet in width, marked "Utility strips", which are hereby reserved for use of Public Utilities for installation and maintenance of poles, mains, lines, wires, 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 reserved in the owners of other lots in this subdivision for egress and ingress in, along, across and through the several strips so reserved.

The right to enforce the foregoing covenants and provisions by injunction together with the right to cause the removal by due process of law of any structure or sanitary provision erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of lots in this subdivision, their grantees, heirs and assigns who shall be entitled to such relief, with attorney's fees, without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation.

Invalidation of any of these covenants, by judgement or court order, shall in no wise invalidate any of the other covenants herein which shall remain in full force and effect. All the above restrictions and/or covenants shall be considered real covenants and shall bind each lot in whomsoever hands it may come and shall run with the land.

The foregoing covenants and provisions shall remain in full force and effect until March 15 1971, at which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless by a vote of a majority of the owners of the lots, it is agreed to change said covenants in whole or in part.

Witness our signatures this 17th day of July 1951

Chester R. Bailey — CHESTER R. BAILEY

Ruth Bailey — RUTH BAILEY

COUNTY OF MARION } SS
STATE OF INDIANA }

Before me, a Notary Public, in and for said County and State, personally appeared Chester R. Bailey and Ruth Bailey, husband and wife, and severally acknowledged the execution of the foregoing instrument as his and her voluntary act and deed for the use and purpose therein described and affixed their signatures thereto.

Witness my signature and Notarial Seal this 17th day of July

My commission expires May 6 1954

NOTARY PUBLIC

APPROVED THIS 21st DAY OF August 1951

PRESIDENT

APPROVED THIS 14th BY THE MARION COUNTY PLAN COMMISSION