

MENDENHALL'S PLEASANT ACRES SECOND SECTION

I, the undersigned, hereby certify the within plat is true and correct and represents a subdivision of a part of the Northwest Quarter of Section 20, Township 17 North, Range 4 East, Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at a point on the East line of the said Northwest Quarter Section, said point being 1133.30 feet South of the Northeast corner of the said Northwest Quarter Section; running thence South on and along the East line of the said Northwest Quarter Section a distance of 238.38 feet to a point, said point being the Northeast corner of Mendenhall's Pleasant Acres, First Section, as recorded in Plat Book 29, pages 215 to 218, both inclusive, in the office of the Recorder of Marion County, Indiana; running thence West on and along the North line of said Mendenhall's Pleasant Acres, First Section, and parallel to the North line of the said Northwest Quarter Section a distance of 400.60 feet to a point; running thence North and parallel to the East line of the said Northwest Quarter Section a distance of 515.30 feet to a point; running thence East and parallel to the North line of the said Northwest Quarter Section a distance of 228.31 feet to a point; running thence South and parallel to the East line of the said Northwest Quarter Section a distance of 418.00 feet to the point or place of beginning. Containing in all 7.0 acres, more or less.

Subject to all legal highways and rights of way.

This Addition contains thirteen (13) lots, numbered from 121 to 133, both inclusive. The size of lots and widths of streets as shown herein are shown in feet and decimal parts thereof.

WITNESS my hand and seal this 10th day of June, 1959.

George F. Roshen
Registered Engineer No. 950
State of Indiana



We, the undersigned, owners of the above described real estate hereby certify that we do hereby lay off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as MENDENHALL'S PLEASANT ACRES, SECOND SECTION, an Addition to the City of Indianapolis, Indiana.

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

There are strips of ground 5.0 feet in width as shown on this plat which are hereby dedicated to use for public utilities (not including transportation companies) for installation and maintenance of poles, wires, conduits, drains and sewers, and subject at all times to the authority of the proper authorities and to the easements herein reserved. No fences, and no permanent or other structures shall be erected or maintained on these strips, but such owners shall take their titles subject to the rights of such public utilities and to the easements herein reserved.

page 214 ad-1

rights herein reserved. No fence, or other structure shall be erected or maintained on this street, but such owners shall take the same as to the rights as to public utilities and to the right of owners of other lots in this subdivision to lay, construct, install, maintain and through the several streets, alleys, and other ways, drains, ditches, and other drainage easements. All such drainage easements or streets shall be laid for the purpose of carrying off surface water from this addition and adjoining tracts of ground. The same shall be laid and remain unobstructed, and the location of such proper drainage and no person, firm or corporation shall in any way obstruct or cause such drainage.

Building set-back lines are hereby established on this plat between which lines and the property lines of the streets no building nor structure shall be erected and maintained other than open porches.

All lots in this subdivision shall be known and designated as residential lots.

All dwellings built in this subdivision shall have a minimum of twelve hundred square feet of living area, excluding area of attached garages and attached porches.

No hotel building, boarding house, mercantile, factory, commercial or industrial building shall be erected or maintained in this subdivision.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. No farm animals or fowls, pets or domestic animals for commercial purposes shall be kept or permitted on any lot in this subdivision. No fence shall be erected on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air. No fence shall be erected between the front property line and the building set-back lines, other than a fence of a decorative nature not exceeding three and one-half feet in height.

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

These covenants are to run with the land and shall be binding on all parties and all persons claiming under the plat a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or continued violation or to recover damages for violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

WITNESSETH that this 15th day of June, 1939,

Paul Wendenhall

George E. Miltenbaugh

Billie V. Miltenbaugh

NOTARY PUBLIC

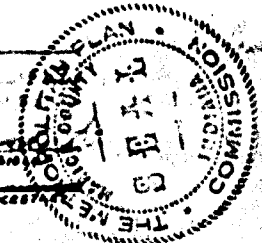
Before me, a Notary Public, in and for said county and state, personally appeared Paul Wendenhall, an unmarried man, and George E. Miltenbaugh and Billie V. Miltenbaugh, husband and wife, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed, and affixed their signatures thereto.

WITNESSETH that on this 15th day of June, 1939,

My commission expires

NOTARY PUBLIC

APPROVED THIS 15th August
Katherine S. Cox
SECRETARY



PUBLIC NOTICE WAS GIVEN ON THE 25th DAY OF July 1939

APPROVED THIS 21st DAY OF August 1939