If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real estate situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to cause removal of any structure, septic tank and absorption bed violating these covenants or to recover damages or other dues for such violation.

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

Witness our signatures this 28th day of December, 1943.

Sam Wides,
Louis Wides.

STATE OF INDIANA, COUNTY OF MARION, SS:

Before me, the undersigned a notary public in and for said County and State, this 28th day of Dec. 1943, personally appeared Sam Wides and Louis Wides, both unmarried, who acknowledged the execution of the above and foregoing instrument as their voluntary act and deed for the purposes herein expressed.

Witness my hand and notarial seal.

Wm. C. Miller (LS)

My commission expires 4/21/46.

Approved this 24th day of January 1944.
City Plan Commission,
City of Indianapolis,
Otto H. Worley,
Vice President,
Otto T. Ferguson,
Secretary.

Approved this 7th day of February, 1944.
Board of Public Works & Sanitation,
Sherile A. Deming,
President,
Walter E. Hampdill,
Joseph E. Wade,
Gideon W. Blain.

Approved 2nd day of Feb. 1944.
City Civil Engineer,
Arthur B. Henry.

Approved 2/9/44.
James E. Perry
Engineer of Parks & the
Board of Park Commissioners.
A single residence structure shall have a minimum value of $3500.00. No single residence dwelling shall be erected having less than 1400 square feet floor space, not including porches. Minimum value of a double residence is $7500.00. The exterior of all structures shall be of a new material, unless approved in writing by the building committee.

No structure shall be completed in this Addition until the street between the two intersecting streets on which the lot fronts has been improved in accordance with drainage, grade and cross section approved by the Board of Public Works and Sanitation and on file in the office of the City Plan Commission. The streets shown shall be maintained by the platter until 51% of the lots have been sold, Deeds Transferred. Furthermore, the undersigned agrees to complete the construction of the roadway on Winfield Avenue and 33rd Street from the intersection of West 30th Street and Winfield Avenue to the intersection of Kessler Boulevard and 33rd Street within one year of the date of approval of this plat by the Board of Public Works and Sanitation, all in accordance with the said plans of drainage, grade and cross section approved by the Board of Public Works and Sanitation and on file. In order to insure the completion of said roadway, the undersigned further agrees to file a bond in the amount of fifty per cent of the estimated cost for the construction of said roadway.

Until such time as the sanitary sewer system shall have been constructed in the tract a sanitary septic tank, and adequate absorption bed in connection therewith shall be installed for each dwelling erected in the tract. Such Septic tank and absorption bed shall be of type and construction and so located on the individual lot as to be approved by the Indiana State Board of Health or Public Authorities. No other sanitary provision or devise for sewage disposal shall be installed or permitted to remain in the tract.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them until Jan. 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
altered, placed or permitted to remain on any residen-
tial building plot other than a dwelling not to
exceed two and one half stories in height and
a private garage for not more than three cars.

No buildings shall be erected, altered or
placed or permitted to remain on any building lot
in this Addition until the external design and
location thereof have been approved in writing by
the neighborhood committee which shall be appointed
or elected by the owner or owners of the majority
of the lots which are subject to the covenants
herein set forth. (NOTE: Each owner has votes
equal to number of lots owned). However if the
committee fails to approve or disapprove such de-
sign or location within ten days after such plans
have been submitted to it, then such approval will
not be required. The completion of construction,
alteration or placement of a structure for thirty
days shall be construed as prima facie evidence of
committee approval.

No building shall be located nearer to the
front lot line or side street line than the build-
ing set back line shown on this plat. No building
shall be located nearer than five feet to any side
lot line, except that side lot line, restrictions
shall not apply to a detached garage or other out-
building located 100 feet or more from the front
lot line.

No residence structure shall be erected or
placed on any building lot plot which has an area
of less than 6000 square feet or a width of less
than 50 feet at the front building line.
No noxious or offensive trade or activity shall
be carried on upon any lot, or shall anything be
done thereon which may be or become a nuisance or
annoyance to the neighborhood.

No person or persons of any race other than the
White race shall own, use or occupy any building or
any lot except that this covenant shall not preclude
occupancy by domestic servants of the different race
domiciled with an owner or tenant.

No trailer, basement, tent, shack, garage,
barn, or other outbuildings erected in the tract
shall at any time be used as residence temporarily
or permanently, or shall any structure of a temporary
character be used as a residence.

The ground floor area of a single residence,
exclusive of porches shall not be less than 800
square feet for a one story structure. Not less
than 650 square feet in the first floor of a two
thence north along said center line of Kessler Boulevard 219',46" to a point 163',61" north of the south line of said quarter section; thence deflect- ing 89° 52' to the right in an eastwardly direction a distance of 1247',40" feet to a point; thence deflect- ing 89° 48' to the right in a southwardly direction a distance of 1134',00" feet to a point; thence a south- eastwardly direction a distance of 507',40" feet to the point of beginning, containing 20.10 acres more or less.

This Subdivision consists of 72 lots numbered from 1 to 72 both inclusive.

The size of the lots and width of streets are shown on this plat in figures denoting feet and decimal parts thereof.

Witness my signature and seal this 2nd day of January 1944.


We the undersigned Sam Wides and Louis Wides, both unmarried, owners of the above described real estate do hereby lay-off, plat and subdivide the same in accordance with the attached plat. This plat shall be known and designated as "Wides 30th & Kessler Addition", an Addition to the City of Indianapolis, Indiana. The streets 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 by Public Utility Companies for the installation and maintenance of poles, mains, ducts, wires, sewers, drains and lines subject at all times to the authority of the City of Indianapolis. No permanent or other structure shall be erected or maintained on said strips, but the owners of said lots shall take title thereto subject to the easement herein granted and to the rights of other owners of lots in this Addition for ingress and egress in, along, across and thru the several strips so reserved.

Front and side building lines as shown on the plat herewith are hereby established in feet back from the property lines of the several streets, between which lines and said property lines there shall be erected or maintained no structure other than one story open porches.

All lots on this plat shall be known and described as residential lots. No structure shall be erected,