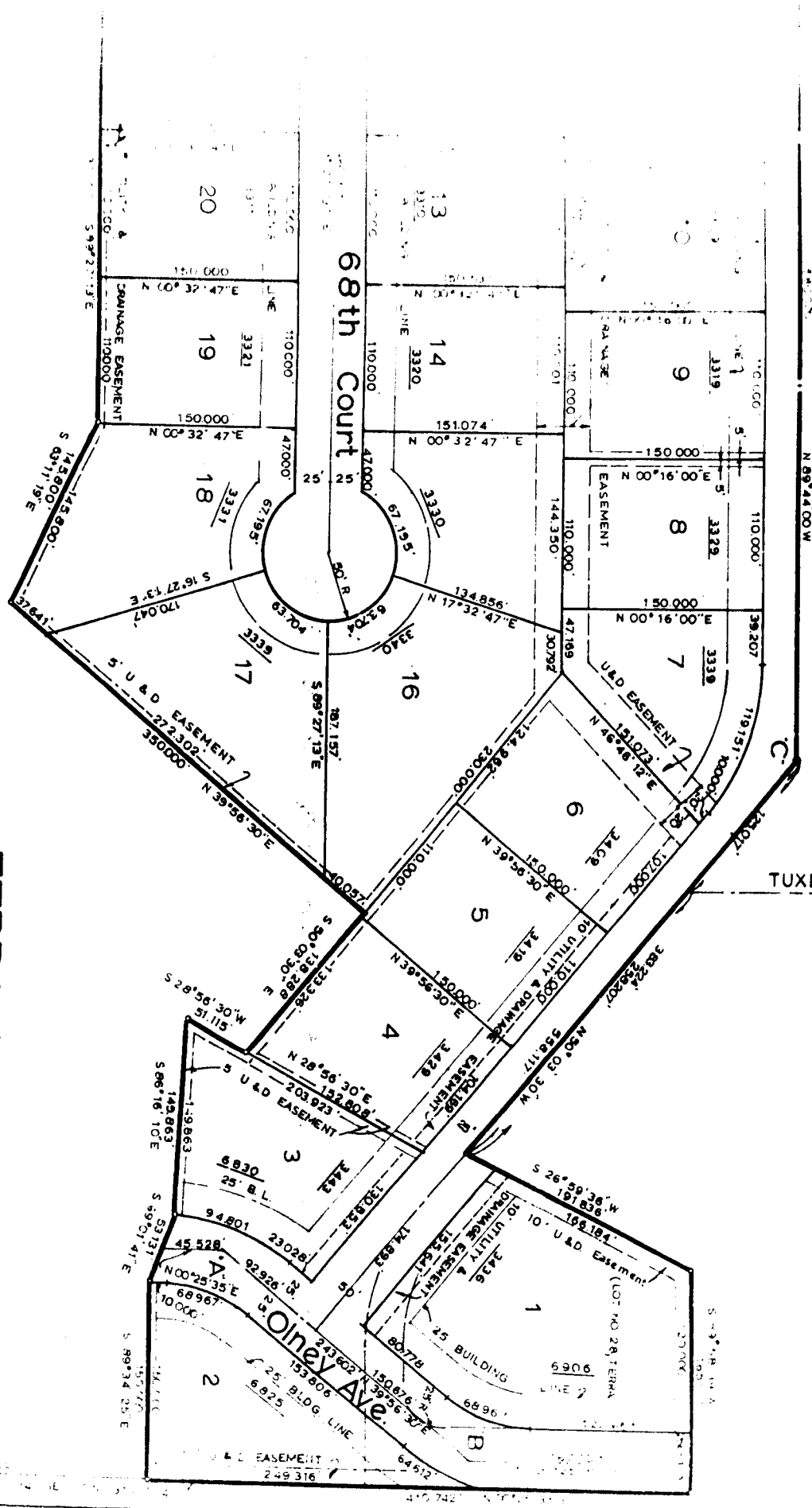


1:12

68 S18729

68th Street

TUXEDO



NOTE:
 PROPERTY LINES AT ALL STREET INTERSECTIONS ARE TO BE
 OFF BY 10 FEET. LOT DIMENSIONS, HOWEVER, ARE TO BE
 RADIIUS

TERRA VISTA ADDITION First Section

and correct, representing a subdivision of part of
 East, more particularly described as follows:
 quarter section, running thence N 00° 25' 35" E, and
 defining of the real estate described herein, continuing
 Block 29, page 384, running thence S 89° 58' 39" W, on and
 north-west corner of said Lot 28, running thence S 26° 59' 36" W,
 distance of 191.836 feet (platted 189.27 feet) to a point on
 Street in the aforementioned Terra subdivision, running

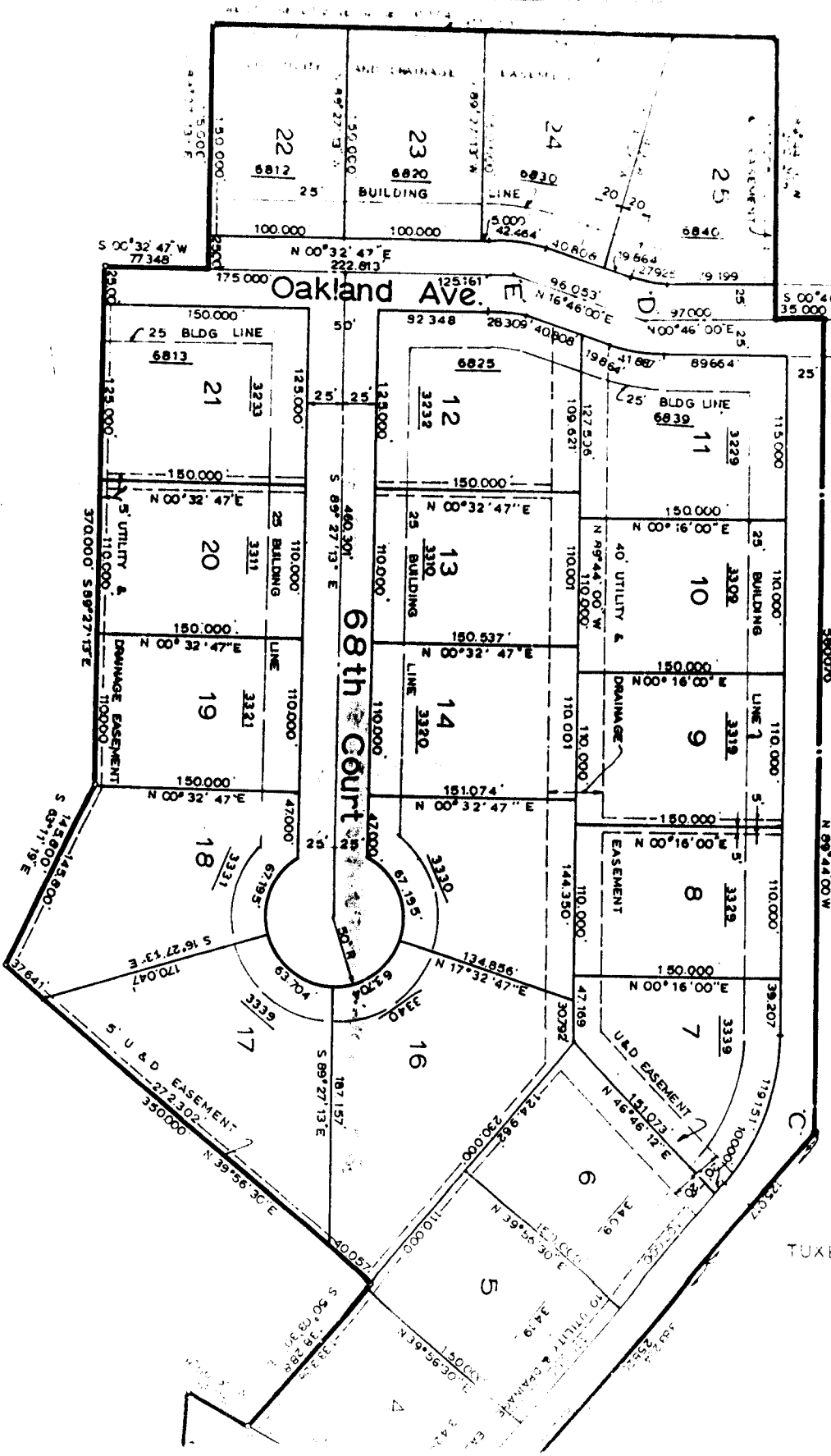
SEE CHAPTER 21.306
 SECTION 17.1

IRREGULAR

68 549.79

69th Street

TUXEDO

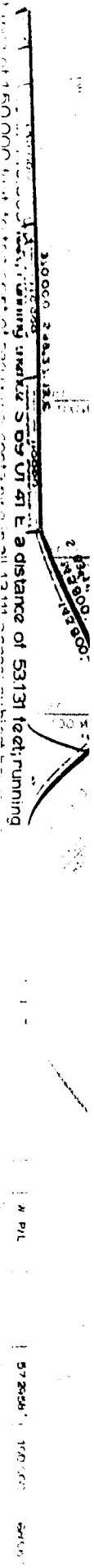


TERRA VI

FIP

The undersigned, hereby certify the above plat to be true and correct, representing a subdivision of part of the east quarter of Section 31, Township 17 North, Range 4 East, more particularly described as follows:

Commencing at the southeast corner of the aforementioned quarter section; running thence N 00°25' 35" E, on and along the north line of a distance of 1278.305 feet to the point of beginning of the real estate described herein; continuing thence S 89°44' 00" W, on and along the west line of a distance of 410.742 feet to a point on the north line, extended; of lot 28, in Terra, a subdivision of the office of the Marion County Recorder in Plat Book 29 page 384; running thence S 89°58' 39" W, on and along the north line, a distance of 1650.01 feet to the northwest corner of said lot 28; running thence S 02°50' 32" W,



29th Day of January, 1988
 H. W. S. ENGINEERING CO., INC.
 H. W. S. ENGINEERING CO., INC.
 H. W. S. ENGINEERING CO., INC.
 H. W. S. ENGINEERING CO., INC.

THE UNDERSIGNED, OWNER OF THE ABOVE DESCRIBED REAL ESTATE, HEREBY CERTIFY THAT EVERY FOOT OF PLAT AREA IS OWNED BY THE UNDERSIGNED AND IS BEING OFFERED FOR SALE TO THE PUBLIC BY THE UNDERSIGNED. THE ABOVE DESCRIBED REAL ESTATE IS BEING OFFERED FOR SALE TO THE PUBLIC BY THE UNDERSIGNED AND IS BEING OFFERED FOR SALE TO THE PUBLIC BY THE UNDERSIGNED.

Building setbacks are hereby established on this plat, between which lines and the property lines of the streets shall be erected or maintained as follows:

No building structure or accessory building shall be erected closer to the side of any lot than seven feet and the total of both side yards shall not be less than 19 feet.

Minimum rear yards shall be 25 feet. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the entire lot.

Open space shall comprise at least 75% of the lot area. Any structure shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot hereafter, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than 2 cars and residential buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twelve hundred (1200) square feet in the case of a one-story structure nor less than eight hundred (800) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of twelve hundred (1200) square feet of finished and liveable floor area.

No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision. No trailers, trucks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height.

No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein except as approved by said health authority.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date, the same, the owner may proceed then with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

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

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until Jan 11988 at which time the covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision or its successors or assigns. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgement or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed

H. W. S. ENGINEERING CO., INC.
H. W. S. ENGINEERING CO., INC.