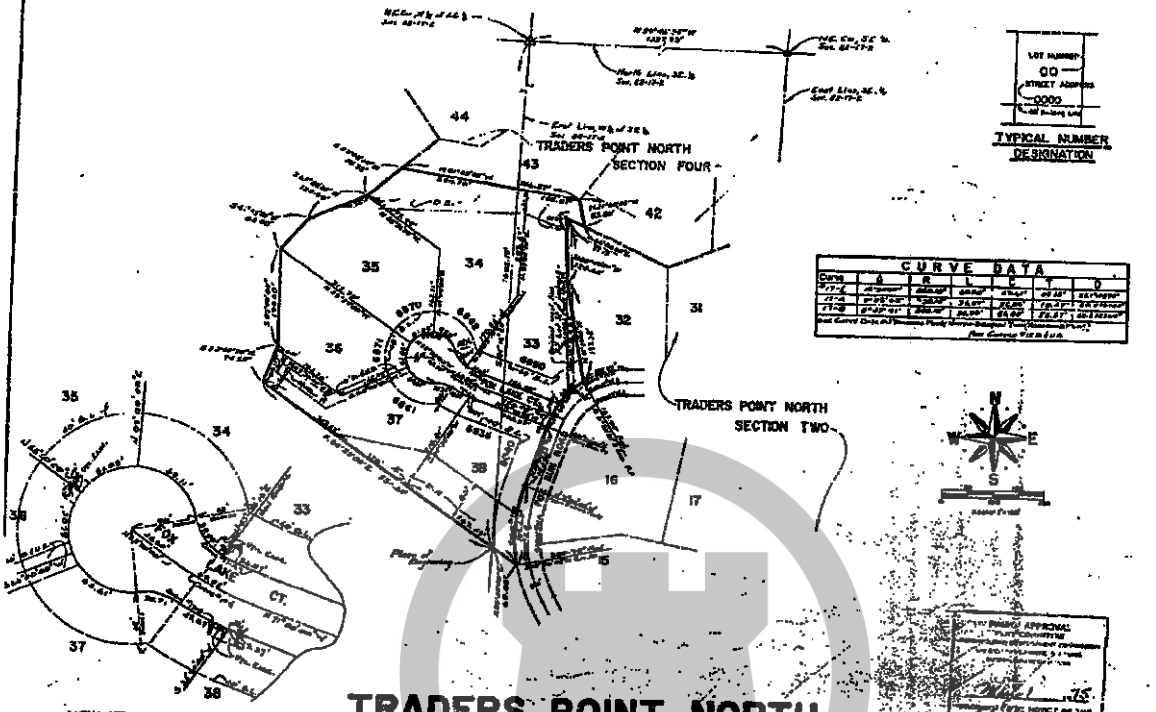
750021359



UTILITY EASEMENT DETAIL "ONLY"
LOTS 33 34 37 & 38
SCALE 1"=40'

TRADERS POINT NORTH
SECTION THREE

I hereby certify that the within plat is true and correct and represents a survey of a part of the Southeast Quarter of Section 32, Township 17 North, Range 3 East of the Second Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of the said Quarter Section; thence South 89 degrees 44 minutes 30 seconds West along the South line thereof 2197.00 feet; thence North 00 degrees 15 minutes 30 seconds West 60.00 feet to a point on the Northerly boundary of Traders Point South - Section Two, the plat of which was recorded August 7, 1970, as Instrument #70-46268 in the Office of the Recorder of Marion County, Indiana, said point also being the point of beginning of this description; thence South 89 degrees 44 minutes 30 seconds West along said Northerly boundary and the said South line 1320.00 feet to the Southeast corner of Traders Point South - Section Three, the plat of which was recorded August 31, 1970, as Instrument #70-52918; thence North 00 degrees 15 minutes 30 seconds West along the East line of said plat(s) thereof 1320.00 feet to the Southwest corner of Traders Point North - Section Two, the plat of which was recorded April 30, 1970, as Instrument #70-27913; thence South 89 degrees 44 minutes 30 seconds East along the South line of said plat(s) thereof 1320.00 feet to the Southeast corner of said plat; thence South 00 degrees 15 minutes 30 seconds West 1320.00 feet to the point of beginning, containing 40.00 acres, more or less.

Subject to the right of way for Michigan Road (State Road #31) as now established.

Subject to the right of way for Moller Road as now established.

Subject to all legal highways, rights-of-way and easements.

Subject to all easements, agreements and restrictions of record.

Subject to all taxes and assessments now due and payable.

Subject to the right of way for Traders Point Creek Ditch as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 1 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 2 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 3 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 4 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 5 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 6 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 7 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 8 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 9 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 10 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 11 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 12 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 13 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 14 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 15 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 16 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 17 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 18 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 19 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 20 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 21 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 22 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 23 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 24 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 25 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 26 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 27 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 28 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 29 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 30 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 31 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 32 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 33 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 34 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 35 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 36 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 37 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 38 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 39 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 40 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 41 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 42 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 43 as now established.

Subject to the right of way for Traders Point Creek Ditch Lateral No. 44 as now established.

This subdivision consists of 4 lots numbered 33 thru 36, inclusive. The size of the lots and widths of the streets are shown on this plat in figures denoting feet and decimal parts thereof.

This survey made by me during the month of May, 1975.

Witness my signature this 25 day of May, 1975.

[signature] Registered Land Surveyor #5058

The undersigned, Traders Point Development Corporation, owner of the above described real estate and platted streets in accordance with the within plat.

The within plat shall be known and designated as "Traders Point North - Section Three", an addition in Marion County, Indiana.

a. All streets shown and not heretofore dedicated are hereby dedicated to the public.

b. No structure shall be erected, altered, placed or permitted to remain on said real estate other than one single family dwelling, a private garage, and such other outbuildings as are usual and incidental to the use of said real estate as a residential lot. No residence or dwelling shall be constructed or said real estate unless such residence, exclusive of open porches and attached garages, shall have a ground floor area of at least 1,400 square feet, if it is a one-story structure, or 1,600 square feet if it is over one story in height. In case of a building over one story, there shall be at least 600 square feet in addition to the ground floor area.

c. Front and side building lines are established as shown on the plat between which lines and the property lines of the street, no structure shall be erected or maintained. 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 them at 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 sight line 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.

d. No trailer, boat, plank, basement, tent, or other outbuilding, or temporary structure shall be used for a permanent or permanent residential purposes on any lot in this addition.

e. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.

f. No lot in this subdivision shall be resubdivided into a building lot having an area of less than 20,000 square feet.

g. No poultry or farm animals shall be raised or retained on any lot. This restriction shall not prohibit a retired farmer from having a small plot.

h. There are strips of ground as shown on the within plat marked "Drainage and Utility Easements" which are hereby reserved for the use of public utility companies, and franchised cable television companies, for the installation and maintenance of poles, lines, wires, subsurface, sewers and mains subject at all times to the authority of Marion County, Indiana, and to the easements hereinafter reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of each lot in this addition, however, shall take their title subject to the rights of the public utilities and to those of the other owners of lots in this addition as to said easements herein granted for ingress and egress, in, along and through the strips of ground so reserved.

i. No buildings, garage, accessory quarters or other structures of any kind shall be constructed on said real estate until the building plans, including plot plans, specifications, plans for landscaping and any other data or information which may be requested, shall be submitted to the Building Committee, hereinafter designated, for its approval. Said building committee shall consist of three members, who shall be John Blessinger, Irene V. Blessinger & Robert A. Blessinger. The majority of said committee shall constitute a quorum for approval or disapproval of any plans submitted. In the event any member of said committee shall resign or become incapacitated, the remaining member or members shall appoint a successor member or members. Neither the members of said committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the recording hereof the then record owners of a majority of the lots in Traders Point North - Section Three shall have the power through a duly recorded written instrument to change the membership of said committee or to withdraw from said committee or restore to it any of its powers and duties. The committee's approval or disapproval of plans submitted within 30 days after submission, and if the committee fails to act within said period, shall be deemed to approve such plans. No change shall be made in any building plans after the same have been approved by the committee, except with the written consent of the owner of the lot affected thereby. Neither the members of said committee nor its designated representatives shall be liable for any claims whatsoever arising out of their action or inaction upon the plans. In the event of the death, disability or resignation of any such members, the remaining member or members shall select the successor or successors to fill the vacancy or vacancies.

j. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, and to the Metropolitan Development Commission, or its successors, who shall be entitled to such relief hereunder as may be required to prevent or remedy the violation of these provisions. Such owners or said Commission shall be entitled to full reimbursement for all costs and damages of any kind in any way caused by the violation of these provisions. Invalidation of any one of the foregoing provisions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

k. The right is reserved to the Metropolitan Development Commission, its successors and assigns, to approve or disapprove any variations or deviations from the above restrictions and covenants.

l. The within plat and covenants, restrictions and limitations are to run with the land and shall be binding on the undersigned, its successors and assigns, and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. Invalidation of any one of the foregoing covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

m. The within plat and covenants, restrictions and limitations are to run with the land and shall be binding on the undersigned, its successors and assigns, and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. Invalidation of any one of the foregoing covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In witness whereof, Traders Point Development Corporation, by John Blessinger, President & Irene Blessinger, Secretary, has executed this instrument and caused its seal to be affixed this 25th day of May, 1975.

Traders Point Development Corporation

By: [signature] John Blessinger, President

Attest: [signature] Irene Blessinger, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, John Blessinger and Irene Blessinger, husband and wife, Irene Blessinger, Secretary of Traders Point Development Corporation, by John Blessinger, President, and acknowledged the execution of the above and foregoing instrument as the act and deed of said Corporation, and for the purposes therein expressed this 25th day of May, 1975.

[signature] Notary Public

My Commission Expires: December 5, 1977

This instrument prepared by Paul L. Cripe, Esq., 615 N. Alabama St., Indianapolis, Indiana 46204

Filed for record this [illegible] day of [illegible], 1975.

[illegible]

[illegible]

[illegible]

750021359