Beginning at the Southwest Corner of said \$ Section; Running thence North 0° 13' 48" East and along the West line of said \$ Section 1305.30 feet to the Southwest corner of Carmel Meadows, First Thence North 89 39' 50" East a distance of 1316 feet; thence South 2° 00' 47" West a distance of 480.25 feet; thence South 0° 08' 05" East 152.30 feet; thence South 89° 58' West 716.52

Thence South 89° 58' West and along said South line a distance of 587.30 feet to the point of beginning, containing in all 28.02 Acres more or less. Subject to all legal highways and/or rights I, The undersigned, being a duly registered surveyor in the State of Indiana, hereby certify the within Plat to be true and correct, representing a Subdivision of Part of the Southeast Quarter of Section 30, Township 18 North, Range 4 East, Hamilton County, Indiana, more I, The undersigned, being certify the within Plat to be

This Subdivision consists of 74 Lots, numbered from 1 to 74, Both shown hereon. The size of the lots and widths of the streets are shown and decimal parts thereof. Both inclusive, with streets as shown in figures denoting feet

Witness my signature and seal this lith day of July, 1960.

SHAT.

Robert Scherschel /s/ Robert Scherschel /t/ Registered Surveyor No. 3907 State of Indiana

lay off, shall be and the undersigned, Marjorie Kinzer and Rema Kinzer, Meach being unmarried and of legal age, being the owners of the above described Real Estate, do hereby certify that we do hereby off, Plat and subdivide the same in accordance with this Plat and Certificate. This Subdill be known and designated and CARMEL VILLAGE.

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

but such owners shall take their titles subject to the rights of such public utilities and the rights of owners of other lots in this subdivision for increase and herein reserved. No permanent or other structure shall be erected or maintained on said strips, There are strips of ground of widths as shown on this Plat, which are hereby reserved for use of public utilities, for installation and maintenance of poles, wires, mains, ducts, drains and sewers, Subject at all times to the authority of the proper Civil officers and to the Easements

and peing the owners of the above described Real Estate, do 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 and CARMEL VILLAGE.

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

There are strips of ground of widths as shown on this Plat, which are hereby reserved for use of public utilities, for installation and maintenance of poles, wires, mains, 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 of owners of other lots in this subdivision, for ingress and egress, in along, across and through the several strips so reserved. Fences may be erected on said strips.

All Lots in this Subdivision shall be known and designated as Residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot hereinother than one single family dwelling, not to exceed 2½ stories in height and a private garage for not more than two cars and residential accessory buildings.

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No lot may be utilized so as to create a nuisance. No farm animals, riding horses or fowl shall be kept on any lot nor shall pets for commercial purposes be permitted. No sign of any character shall be displayed, except relating to property "For Sale" when necessary. The use of streets or land in this Subdivision for bridal paths is hereby prohibited.

comme rcial No Hotel, Boarding house, mercantile building, Factory building or buildings of any kind use shall be erected or maintained on any lot in this Subdivision.

No residential building, structure, or appurtenance thereto except fences shall be located within 5 feet of any side lot line, except where buildings are built upon more than one single lot, then this restriction shall apply to the side lot lines of the extreme boundaries of the

Building lines as shown on this plat in feet back from the street property line are hereby established between which line and the street property line, there shall be erected or maintained no structure of any kind or part thereof other than a one story open porch.

No residence shall be erected or maintained on any lot or lots in this subdivision having a ground floor area exclusive of open porches and garages, of less than 1200 square feet in the case of a 12, 2 or 22 story structure.

anything be done herein which may No noxious trade or activity shall be carried on upon any lot in this Subdivision nor shall ning be done herein which may become an annoyance or a nuisance to the neighborhood at large.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any person owning real estate in this subdivision to prosecute any proceedings at law or in guity against the person or persons violating or attempting to violate any such covenants, and to prevent him or them from doing so, or to recover damage or other dues for such violation.

The foreging restrictions, covenants and provisions, shall run with the land and shall remain in full force and effect until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots in this Subdivision, it is agreed to change said covenants in whole or

Judgment or court in full force and effect. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by ent or court order shall inm wise affect any of the other provisions, which shall remain

Witness our signatures this 12th day of September 1960.

Marjorie Kinzer /s/ Rema Kinzer Marjorie Kinzer /t/ Rema Kinzer

STATE OF INDIANA: COUNTY OF HAMILTON : SS:

Personally appeared before me, a Notary Public, in and for said County and State, Marjorie Kinzer and Rema Kinzer, both being unmarried and of legal age, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed, and affixed their signatures thereto.

Witness my Signature and Seal this 12th day of Sept., 1960.

Notary Public Justin A. Roberts

My Commission Expires Dec. 7th, 1960

Approved and Accepted for Annexation to the Town of Carmel, Indiana, this 2nd day of

Town Brard of Trustees

My Commission Expires Dec. 7th, 1960

Approved and Accepted for A_{n} nexation to the Town of Carmel, Indiana, this 2nd day of August 1960.

Carmel, Indiana Town Board of Trustees

By: E. K. Hinshaw President

ATTEST: Martha Ferrin Clerk

CERTIFICATES

UNDER AUTORITY PROVIDED BY CHATER 174- ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TYDIANA, AND ALL ACTS AMENDATORY THERESO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF CARMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CARMEL, AS FOLLOWS:

P_resident Martha F_errin Secretary Kenneth Zerbe Approved by the $^{\mathrm{T}}$ own Plan Commission at a Meeting held September, 13, 1960.

RECEIVED FOR HECORD at 1:30 O'clock P.M. Nov. 4, 1960 Book 2 Page 196 Elizabeth Clover

Recorder Hamilton County, Ind.