

COOL CREEK NORTH-FIRST SECTION

Recorded July 28, 1972

Plat Book 4 Page 98

Entry No.

Page No.

The undersigned owners' of the above described real estate, hereby certify that they do lay off, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as Cool Creek North, 1st Section, an addition in Hamilton County, Indiana.

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

There are strips of ground 12' feet in width as shown on this plat and marked "easements" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet in the case of a one-story structure, nor less than 900 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 1500 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.

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Page No. 2

No trailers, shacks 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 hinderance 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 of 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.

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Page No. 3

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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage 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.

No driveway serving any lot herein shall enter or exit directly to State Road #234.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until July 1, 1992 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Plan Commission, 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 provisions which shall remain in full force and effect.

No owner of any lot shown hereon shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

OWNER AND SUBDIVIDER

Joseph S. Dawson
1001 Broad Ripple Avenue
Indianapolis, Indiana

Entry No.

Page No. 4

County of Marion)
State of Indiana)SS

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Witness my signature and seal this 30th day of June, 1972.

Jan Mohr
Notary Public

My Commission expires February 4, 1976.

COOL CREEK NORTH

FIRST SECTION

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify the attached plat to be true and correct, representing a subdivision of part of the northwest quarter and part of the south west quarter of Section 29, Township 18 North, Range 4 East, in Hamilton County, State of Indiana, more particularly described as follows:

Commencing at the southwest corner of the aforementioned northwest quarter section; thence North 90°00'00" East, on and along the south line thereof, a distance of 1103.000 feet to the point of beginning of the real estate described herein; thence North 00°00'00" East a distance of 353.222 feet, thence North 35°00'00" East a distance of 650.000 feet; thence North 00°00'00" East a distance of 700.000 feet; thence South 90°00'00" West a distance of 160.000 feet; thence South 00°00'00" West a distance of 56.000 feet; thence South 60°00'00" West a distance of 540.000 feet, thence South 15°00'00" West a distance of 193.727 feet; thence South 00°00'00" West a distance of 64.000 feet; thence South 14°00'00" East a distance of 195.000 feet; thence South 31°58'00" East a distance of 234.359 feet; thence South 05°56'44" East a distance of 58.973 feet; thence South 17°18'32" West a distance of 152.955 feet; thence South 05°45'50" East a distance of 113.758 feet; thence South 07°45'55" West a distance of 288.415 feet to a point on the south line of the aforementioned northwest quarter section; continuing thence South 07°45'55" West a distance of 41.917 feet to a point on the centerline of State Road 254; thence North 89°40'00" East, on and along said centerline, a distance of 102.121 feet; thence North 88°37'00" East, on and along said centerline, a distance of 102.599 feet; thence North 00°00'00" East a distance of 33.633 feet to the point of beginning; containing in all 21.885 acres; subject, however, to any legal highways, rights-of-way, and easements.

This subdivision consists of 38 lots, numbered from 1 to 38, both inclusive, and streets as shown hereon. The size of lots and width of streets are shown on this plat by figures denoting feet and decimal parts thereof.

Certified this 6th day of June, 1972

MID-STATES ENGINEERING CO., INC.

M. M. Franklin
 R. M. FRANKLIN
 Registered Land Surveyor No. 8620

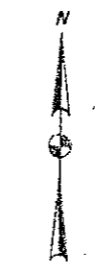
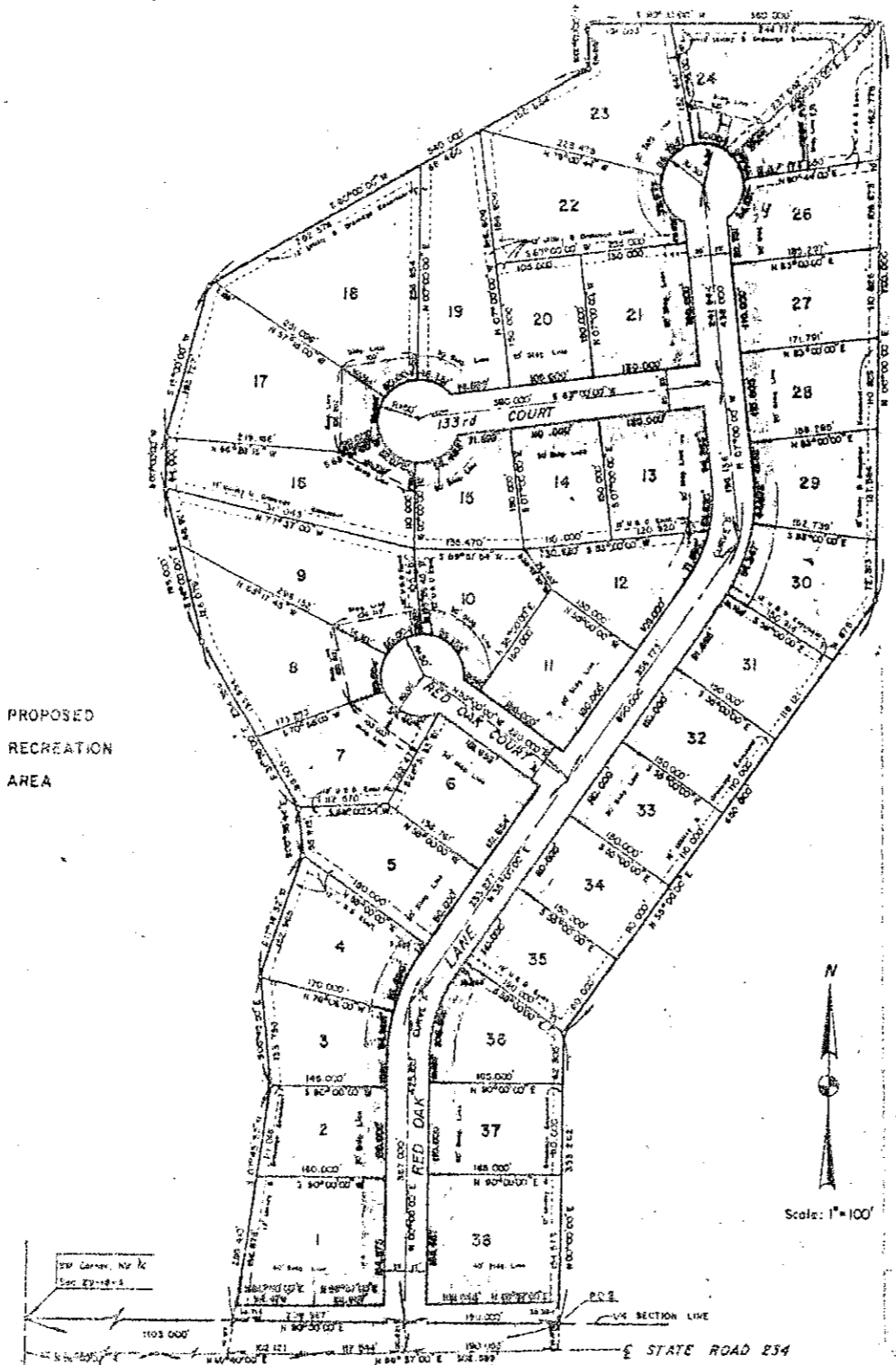


Lots #
6338

CURVE DATA					
CURVE	I	D	R	L	T
"A"	W	1103.000	1103.000	117.448	10.252
	E	353.222	200.000	22.173	43.046
"B"	W	1103.000	1103.000	117.448	10.252
	E	353.222	200.000	22.173	43.046

NOTE
 PROPERTY LINES AT ALL STREET INTERSECTIONS ARE ROUNDED OFF BY 15' RADII, HOWEVER, DIMENSIONS SHOWN ARE TO THE "PI" OF THE

PROPOSED
 RECREATION
 AREA



Scale: 1" = 100'

RECEIVED FOR RECORD
 AT 5:00 O'CLOCK P. M.

1972 JUN 10 10:30

COOL CREEK NORTH, SECOND SECTION
PLAT BOOK 4 PAGES 167-168
RECORDED May 17, 1973

Entry No.

Page No. 1

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

This subdivision shall be known and designated as "Cool Creek North, Second Section", an addition in Hamilton County, Indiana.

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

There are strips of ground 12 feet in width as shown on this plat and marked "Easements" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No trailers, shacks 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 hinderance 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 of 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 herein, 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 violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damage 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.

No driveway serving any lot herein shall enter or exit directly onto State Road 234.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them 1 April 1993 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Plan Commission, 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 provisions, which shall remain in full force and effect.

No owner of any lot shown hereon shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

OWNER and SUBDIVIDER

JOSEPH S. DAWSON
1001 BROAD RIPPLE AVENUE
INDIANAPOLIS, INDIANA

County of Marion) SS
State of Indiana)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Witness my signature and seal this _____ day of _____ 19 ____.

Notary Public (NOTE: Unable to read the notary information)

My commission expires

COMMISSION CERTIFICATE

Under the authority provided by Chapter 174, Acts of 1947 enacted by the General Assembly of the State of Indiana and all acts amendatory thereto, and an ordinance adopted by the Town Board of Trustees of the Town of Carmel, Indiana.

Adopted by the Town Plan Commission at a meeting held _____
CARMEL TOWN PLAN COMMISSION

NOTE: Unable to read these signatures _____ President Secretary

This instrument is prepared by Mid-States Engineering Co. Inc.

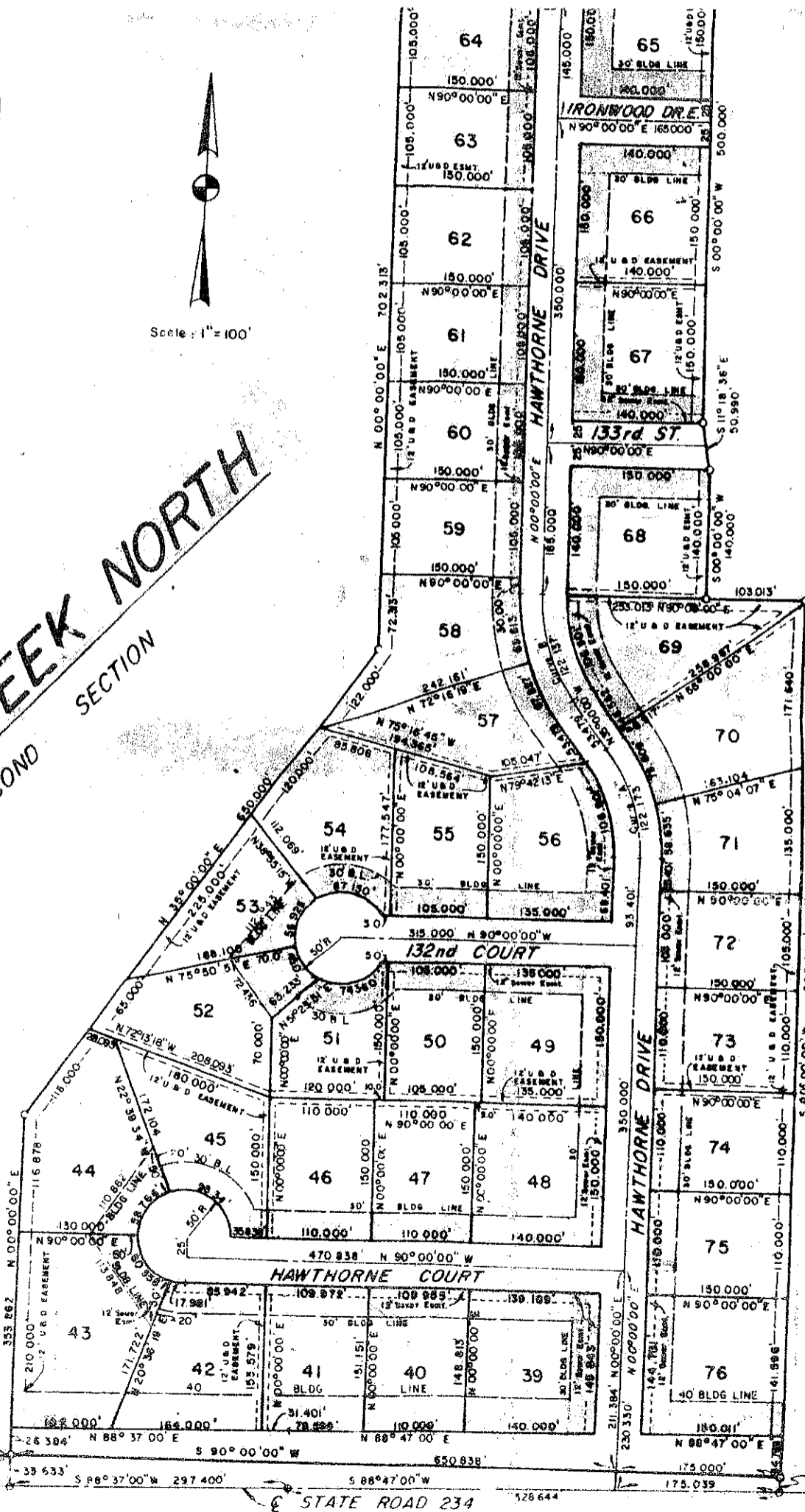
R E DATA				
I	D	R	L	T
33.4245	225.000	137.445	70.942	
32.6479	200.000	122.173	63.060	
32.7403	175.000	106.901	55.177	
32.7403	175.000	106.901	55.177	
20.6479	200.000	122.173	63.060	
25.4245	225.000	137.445	70.942	



Scale: 1" = 100'

AT ALL STREET INTERSECTIONS
 F BY 15' RADIUS, HOWEVER, THE
 N ARE TO THE "PI" OF THE ARC

COOL CREEK NORTH SECOND SECTION



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 STATE ROAD 234
 526 644
 175 039
 5 00° 00' 00" W
 15 226'

COOL CREEK NORTH, THIRD SECTION

Recorded April 23, 1974

Plat Book 5 pages 50-51

Entry No.

Page No.

The undersigned, owners of the above described real estate, hereby certify that they do lay off, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as "Cool Creek North-Third Section", an addition in Hamilton County, Indiana.

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

There are strips of ground 12 feet in width as shown on this plat and marked "U & D "Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires. Subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the lots in this addition.

Building set-back lines are hereby established on this plat between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet. However any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 900 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 1800 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, shacks 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

Entry No.

Page No.

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 hinderance 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 of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage 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 trees 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.

No driveway serving any lot herein shall enter or exit directly onto State Road #234.

Entry No.

Page No.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until 1 July 1993 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department, its successors or assigns.

Invalidation of any of the foregoing covenants, provisions, restriction or conditions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

OWNER AND SUBDIVIDER

Joseph S. Dawson
1001 Broad Ripple Avenue
Indianapolis, Indiana

County of Marion)
State of Indiana)SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Witness my signature and seal this 11th day of October, 1973

Notary Public - Virginia A. Pyle

My commission expires March 30, 1974

Commission Certificate

Under authority provided by chapter 174, acts of 1947 enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the town board of trustees of the Town of Carmel, Indiana. Adopted by the Town Plan Commission at a meeting held

Carmel Town Plan Commission

James R. Fitzsinger, President
Jeanne B. Blake, Secretary

This Instrument is prepared by Mid-State Engineering Co. Inc.
M. N. Franklin Prof Reg Engr 7448 (Ind) Reg L S 8620

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify the attached plat to be true and correct, representing a subdivision of part of the Northwest Quarter and part of the Southwest Quarter of Section 29, Township 18 North, Range 4 East, in Hamilton County, State of Indiana, more particularly described as follows:

Beginning at the Southwest corner of the aforementioned quarter section; running thence North 00°42'28" West a distance of 1044.136 feet; running thence South 56°07'19" East a distance of 365.583 feet; running thence South 26°09'35" West a distance of 150.509 feet to the point of curvature of a curve concave Southwest having a radius of 50.000 feet and a central angle of 94°53'49"; running thence Southeasterly around said curve a distance of 82.814 feet, said arc being subtended by a chord having a bearing of South 16°23'28" East and a length of 73.666 feet; running thence South 28°56'35" East a distance of 222.254 feet to the point of curvature of a curve concave Southwest having a radius of 225.000 feet and a central angle of 56°56'36"; running thence Southeasterly around said curve a distance of 223.616 feet, said arc being subtended by a chord having a bearing of South 00°28'18" East and a length of 214.526 feet; running thence South 28°00'00" West a distance of 61.537 feet to the point of curvature of a curve concave Southeast having a radius of 175.000 feet and a central angle of 28°00'00"; running thence Southwesterly around said curve a distance of 85.521 feet, said arc being subtended by a chord having a bearing of South 14°00'00" West and a length of 84.673 feet; running thence South 00°00'00" West a distance of 131.960 feet to the centerline of State Road No. 234; running thence South 89°50'00" West, on and along said centerline a distance of 304.381 feet; running thence North 00°48'36" West a distance of 43.850 feet to the point of beginning; containing in all 7.106 acres; subject, however, to all legal highways, rights-of-way, and easements.

This subdivision consists of 8 lots, numbered from 77 to 84, both inclusive, and streets as shown hereon. The size of lots and width of streets are shown on this plat by figures denoting feet and decimal parts thereof.



Certified this 30th day of March, 1973
MID-STATES ENGINEERING CO., INC.

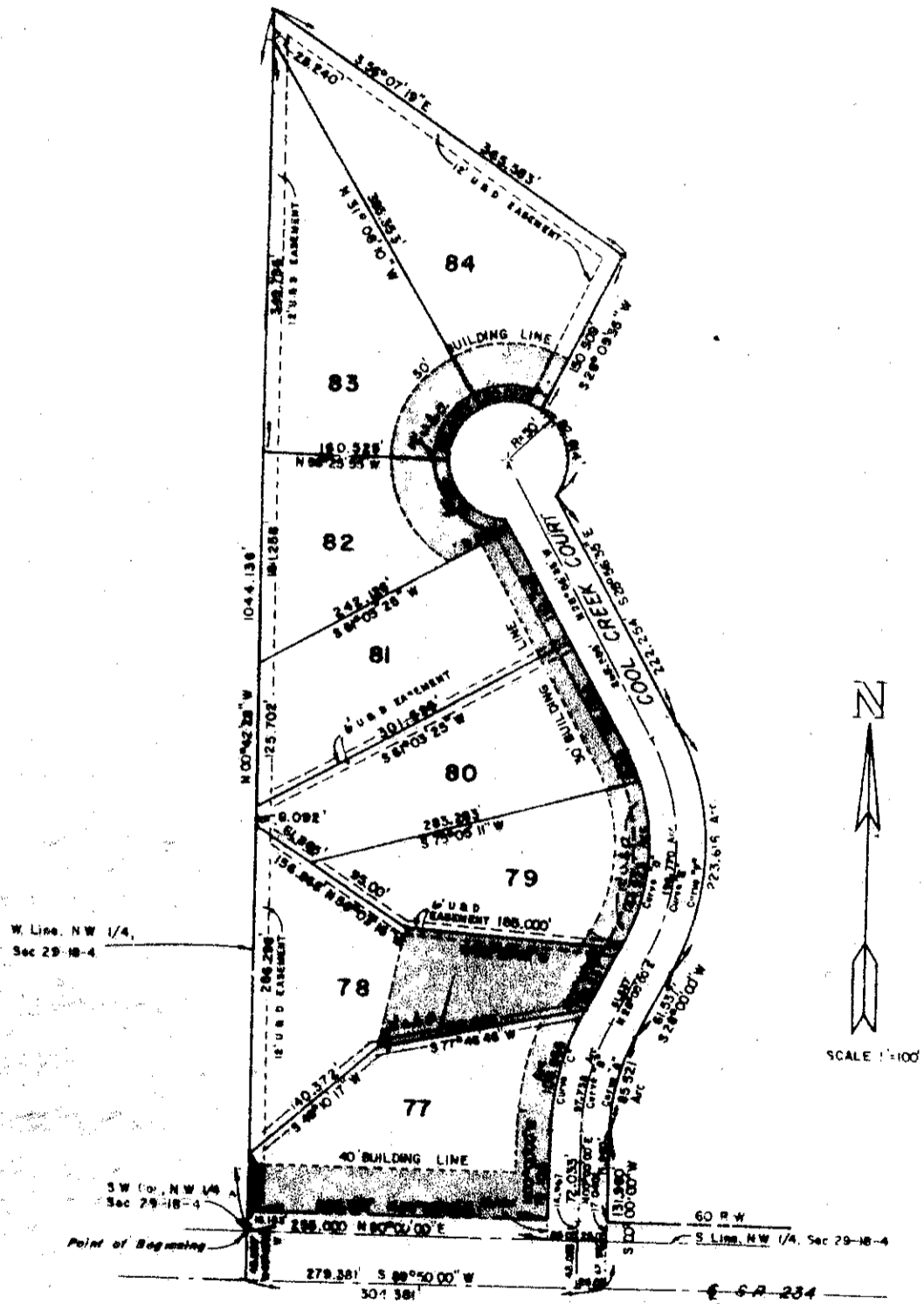
M. N. Franklin
M. N. Franklin
Reg. Land Surveyor No. 8620 - Indiana

CURVE DATA					
CURVE	Δ	R	T	L	CD
"A"	28°00'00"	175.000	43.632	85.521	84.673
"B"	28°00'00"	200.000	49.865	97.738	96.769
"C"	28°00'00"	225.000	56.099	109.956	108.865
"D"	56°56'36"	175.000	94.905	173.924	166.853
"E"	56°56'36"	200.000	108.457	198.770	190.690
"F"	56°56'36"	225.000	122.021	223.616	214.526

NOTE PROPERTY LINES AT ALL STREET INTERSECTIONS ARE ROUNDED OFF BY 15' RADIUS; HOWEVER, THE DIMENSIONS SHOWN ARE TO THE P.I. OF THE ARC



SCALE 1"=100'



COOL CREEK NORTH

THIRD SECTION

COOL CREEK NORTH - SECTION FOUR

Recorded April 23, 1974

Plat Book 5 - Page 52-53

Entry No.

Page No.

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

This subdivision shall be known and designated as "Cool Creek North-Section Four, an addition in Hamilton County, Indiana.

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

There are strips of ground 12 feet in width as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one story structure, nor less than 900 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 1800 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.

Entry No.

Page No.

No trailers, shacks 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 hinderance 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 of 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 herein, 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

Entry No.

Page No.

the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage 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 point 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.

No driveway serving any lot herein shall enter or exit directly onto Smoky Row Road.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until 1 July 1993 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department, 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 provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

OWNER AND SUBDIVIDER

Joseph S. Dawson
Joseph S. Dawson
1001 Broad Ripple Avenue
Indianapolis, Indiana

County of Marion)
State of Indiana)ss:

Before me, the undersigned a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Entry No.

Page No.

Witness my signature and seal this 11th day of October, 1973

Virginia A. Pyle
Notary Public

My commission expires March 30, 1974

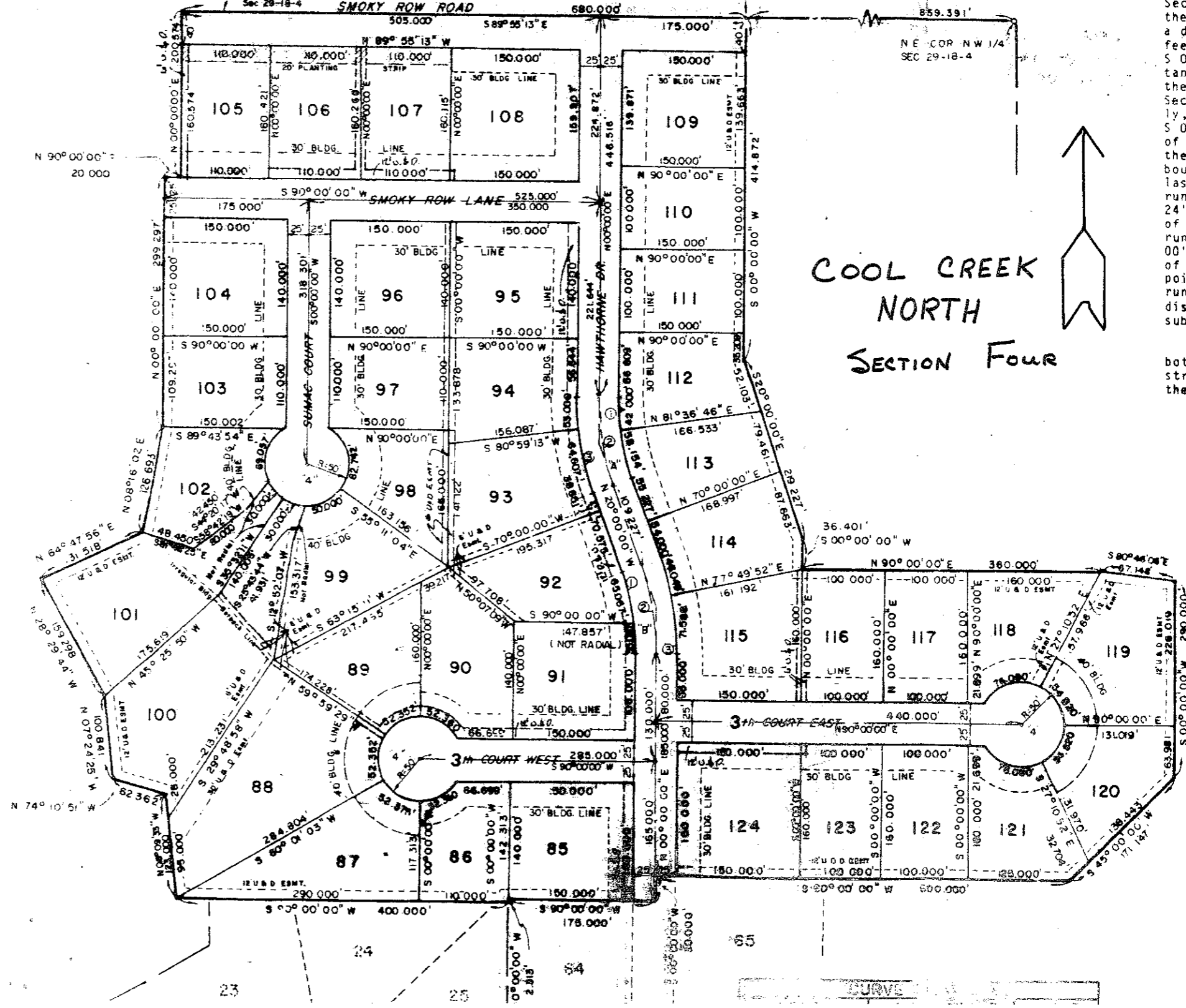
COMMISSION CERTIFICATE

Under authority provided by Chapter 174, Acts of 1947, enacted by The General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town Board of Trustees of Carmel, Indiana.

Adopted by the Town Plan Commission at a meeting held _____

James R. Litzsinger
President

Jeanne B. Blake
Secretary



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Misc. Record 142 page 453
Recorded May 30, 1974

Entry No.

Page No.

SURVEYOR'S CERTIFICATE OF CORRECTION

I, the undersigned, do hereby certify that I am the Registered Land Surveyor who prepared the Plat of Cool Creek North, Section Four, said Plat being recorded in the Office of the Recorder of Hamilton County, Indiana, by Instrument No. 3226, and Plat Book 5, and pages 52 and 53.

I further certify that the Plat was recorded showing incorrect lot line demensions for Lot No. 119. Lot No. 119 the East lot line reads 226.019 feet, and should be corrected to read 171.019 feet. Lot No. 119 and 120 the East lot line reads 290.000 feet, and should be corrected to read 235.000 feet.

I further certify that the Plat was recorded with an error on line five (5) in the Certificate of Survey. Line five (5) reads a distance of 338.376 feet, and should be corrected to read, a distance of 219.227 feet; also the omission of a call on line five (5) following the aforementioned call, should be added to read, running thence S 00°00'00" W a distance of 36.461 feet;

Certified this 15th day of May, 1974

MID-STATES ENGINEERING CO., INC.

Sol C. Miller
Registered Land Surveyor No. 9788-
Indiana

This instrument prepared by Sol C. Miller

COOL CREEK NORTH, SECTION FIVE
Plat Book 5 Pages 95-96
Recorded February 5, 1975

Entry No.

Page No.

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

This subdivision shall be known and designated as "Cool Creek North Section Five," an addition in Hamilton County, Indiana.

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

There are strips of ground 12 feet in width as shown on this plat and designated "U & D Easement," which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure nor less than 900 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 1800 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, campers, shacks or outhouses 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 hinderance 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 of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 5 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.

No driveway serving any lot herein shall enter or exit directly onto Smoky Row Road.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until 30 June 1994, at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the "Carmel Planning Department," 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 provisions, which shall remain in full force and effect.

No owner of any lot hereon shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

The parcel shown as "Tract A" is reserved for private recreation facilities reserved for the exclusive use of lot owners of "Cool Creek North," and consisting of but not necessarily confined to a swimming pool, clubhouse and tennis courts.

Owner and Subdivider

Joseph S. Dawson
1001 Broad Ripple Avenue
Indianapolis, Indiana

County of Marion)
State of Indiana)ss:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Entry No.

Page No. 4

Witness my signature and seal this 6th day of November, 1974.

Virginia A. Pyle

Notary Public

My commission expires March 30, 1978

COMMISSION CERTIFICATE

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town Board of Trustees of Carmel, Indiana.

Adopted by the Town Plan Commission at a meeting held Dec. 17, 1974

James R. Litzsinger, President
Frances Gaskins, Secretary

This Instrument is prepared by MID-STATES ENGINEERING CO. INC.
Sol C. Miller Registered Land Surveyor 9788(Ind.)

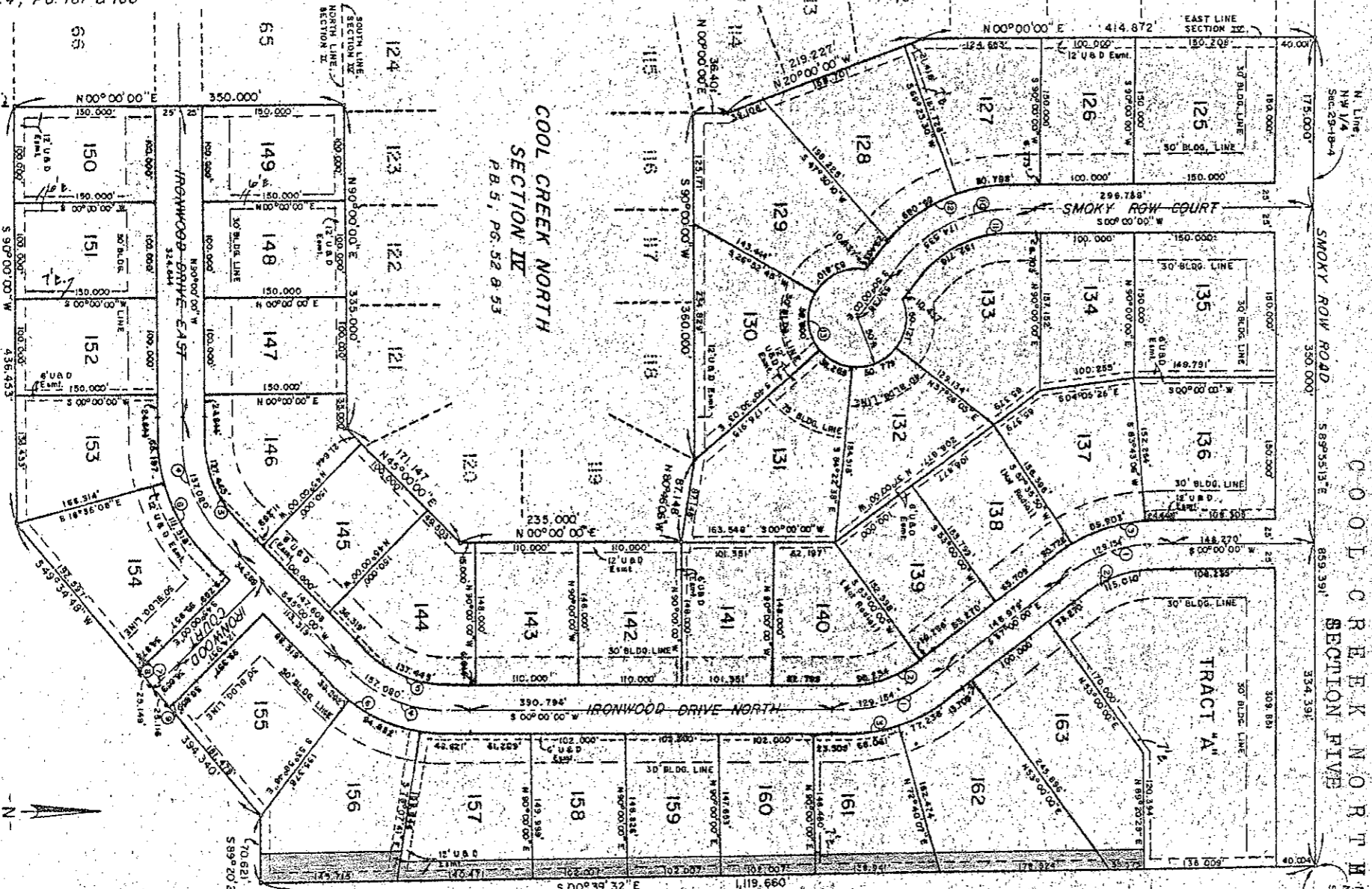
COOL CREEK NORTH
SECTION II
P.B. 4, PG. 167 & 168

67
66

EAST LINE SECTION II

NOTE: PROPERTY LINES AT ALL STREET INTERSECTIONS ARE ROUNDED OFF BY AN ARC HAVING A 15' RADIUS. THE DIMENSIONS SHOWN ARE TO THE "P.I." OF THE ARC.

(Not Platted)



N Line
NW 1/4
Sec. 29-18-4

SMOKY ROW ROAD
350.000'

COOL CREEK NORTH
SECTION FIVE

NE COR.
NW 1/4
Sec. 29-18-4
Point of Beginning

COOL CREEK NORTH
SECTION II
P.B. 5, PG. 52 & 53

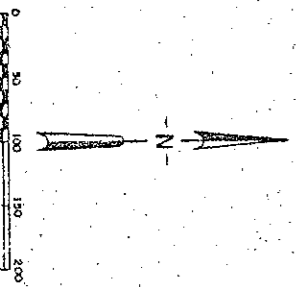
(Not Platted)

20' electric underground cable easement

Box 282
p. 553

CURVE

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- 10
- 11
- 12
- 13



SCALE: 1"=100'

COOL CREEK NORTH, SECTION SIX
Plat Book 5 Pages 97-98
Recorded February 5, 1975

Entry No.

Page No.

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

This subdivision shall be known and designated as "Cool Creek North Section Six" an addition in Hamilton County, Indiana.

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

There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the building committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure nor less than 900 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 1800 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, campers, trucks, shacks or outhouses 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 hinderance 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 of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage 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.

No driveway serving any lot herein shall enter or exit onto State Road 234.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until 30 June 1994 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the "Carmel Planning Department", 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 provisions, which shall remain in full force and effect.

No owner of any lot hereon shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

Owner and Developer

Joseph S. Dawson
1001 Broad Ripple Ave.
Indianapolis, Indiana

County of Marion)
State of Indiana)ss:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Witness my signature and seal this 6th day of November, 1974

Virginia A. Pyle, Notary Public
My commission expires March 30, 1978

Entry No.

Page No. 4

COMMISSION CERTIFICATE

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town Board of Trustees of Carmel, Indiana.

Adopted by the Town Plan Commission at a meeting held Dec. 17, 1974

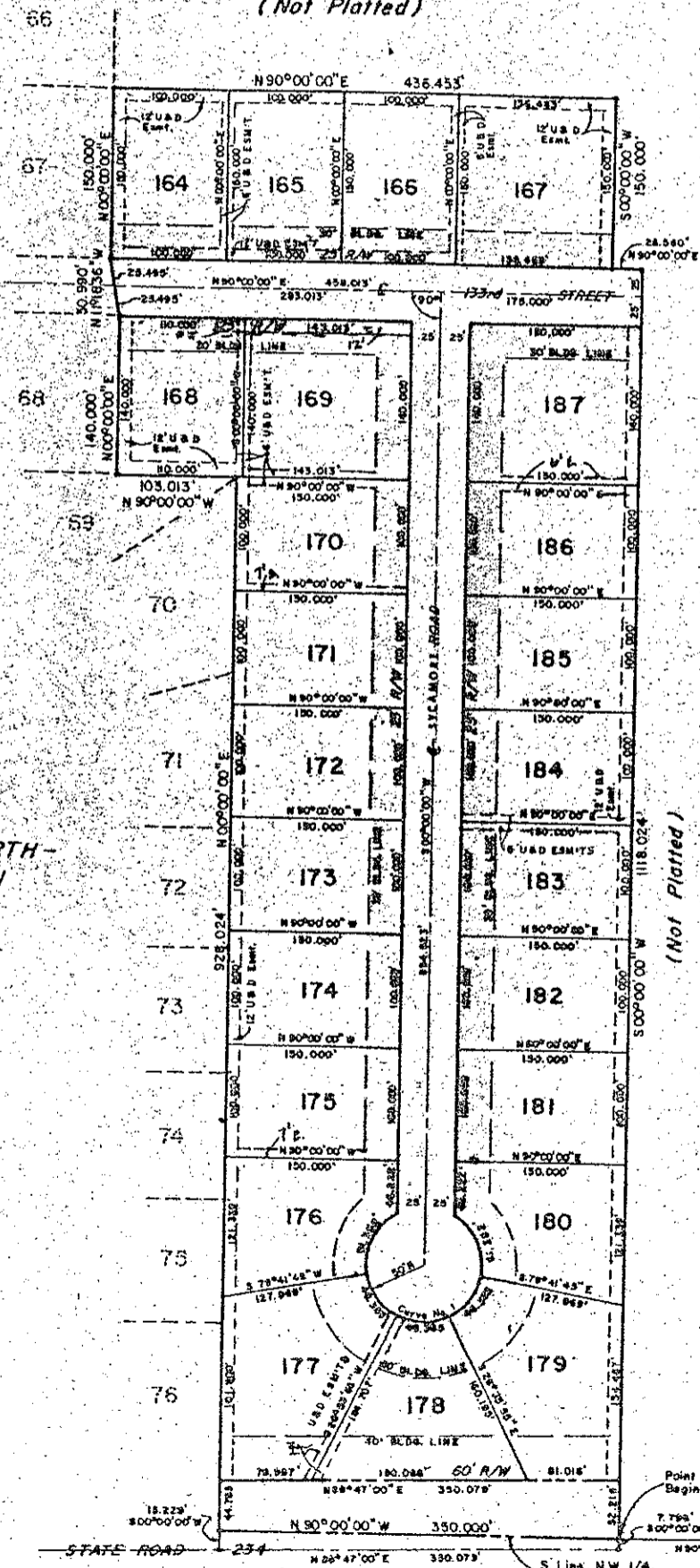
James R. Litzsinger
President

Frances Gaskins
Secretary

This Instrument is prepared by MID-STATES ENGINEERING CO. INC.
Sol C. Miller Registered Land Surveyor 9788(IND.)

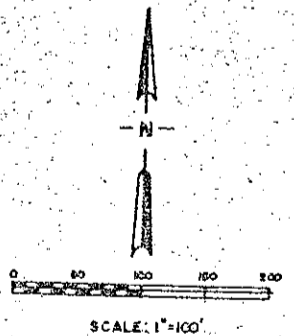
COOL CREEK NORTH
SECTION SIX

(Not Platted)



COOL CREEK NORTH -
SECOND SECTION
R.B. # 1, PG. 167 & 168

Curve Data
Curve No. 1
 $\Delta = 300^\circ 00' 00''$
 $R = 30.000'$
 $T =$
 $L = 261.799'$
 $Ch =$



(Not Platted)

S. Line, N.W. 1/4,
Sec. 29-18-4

S.E. Corner,
N.W. 1/4,
Sec. 29-18-4

NOTE: PROPERTY LINES AT ALL STREET INTERSECTIONS ARE ROUNDED

COOL CREEK NORTH - SECTION SEVEN
Plat Book 5 Page 180
Recorded March 19, 1976

Entry No.

Page No.

This subdivision consists of 25 lots, numbered consecutively from 188 thru 212, both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat by figures denoting feet and decimal parts thereof.

Certified this 3rd day of October, 1975.

MID-STATES ENGINEERING CO., INC.

Sol C. Miller
Registered Land Surveyor No. 9788-Indiana

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

This subdivision shall be known and designated as "Cool Creek North - Section Seven," an addition in Hamilton County, Indiana.

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

There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure nor less than 900 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 1800 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, campers, shacks or outhouses 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 hinderance 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 designated 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 of the same, the owner may pro-

ceed 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 any of these covenants, restrictions, provisions or conditions herein, 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 violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damage 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.

No driveway serving any lot herein shall enter or exit directly onto State Road 234.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until 1 January 1994, at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department, 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 provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel, in witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

Owner and Subdivider
Joseph S. Dawson
1001 Broad Ripple Ave.
Indianapolis, Indiana

Entry No.

Page No. 4

County of Marion)
State of Indiana) SS

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Witness my signature and seal this 21st day of October, 1975.

Virginia A. Pyle, Notary Public
My commission expires March 30, 1978

COMMISSION CERTIFICATE

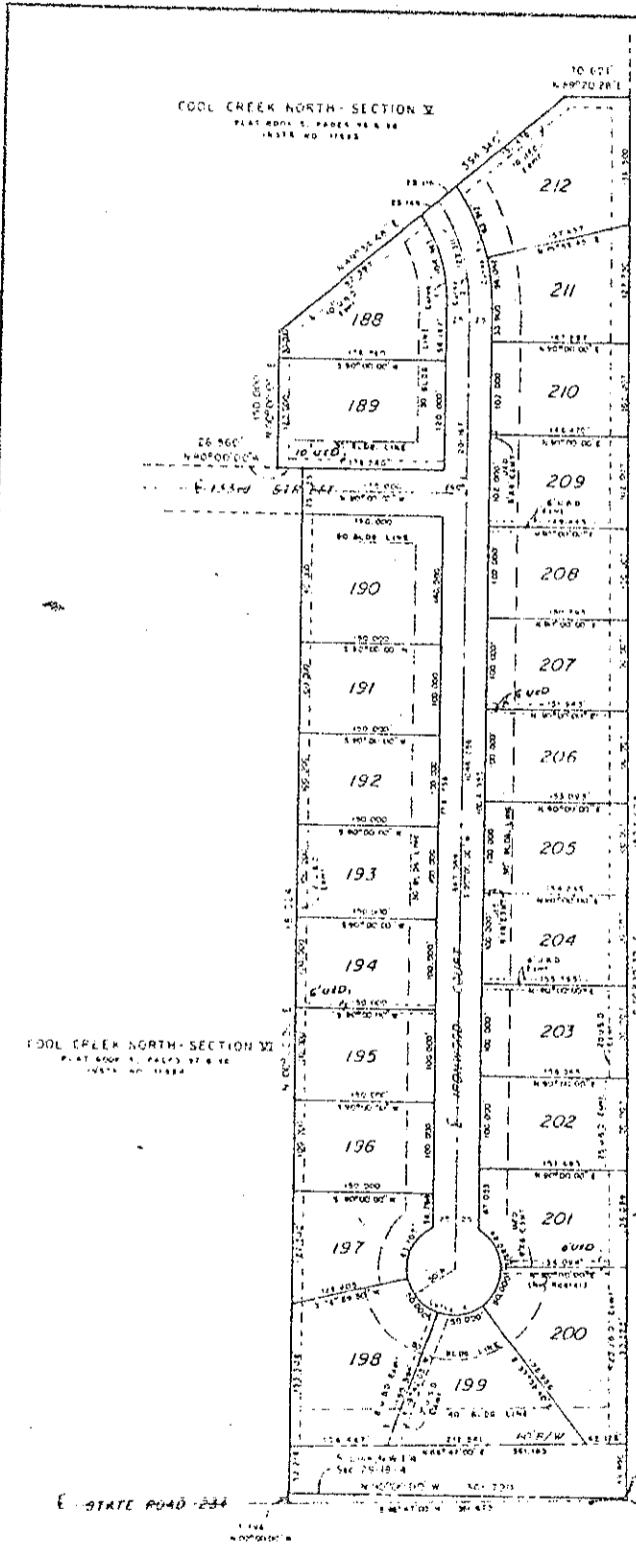
Under authority provided by Chapter 174 Acts of 1947 enacted by the General Assembly of the State of Indiana and all acts amenda- tory thereto and an ordinance adopted by the Town Board of Trustees of Carmel, Indiana.

Adopted by the Town Plan Commission at a meeting held Oct. 21, 1975.

James R. Litzsinger
President

Frances Gaskins
Secretary

This instrument is prepared by MID-STATES ENGINEERING CO. INC.
Sol C. Miller
Reg. Land Surveyor No. 9788-Indiana

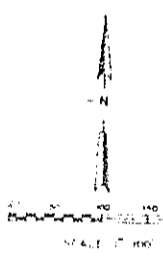


CURVE DATA

Curve No. 1	Curve No. 2
34° 45' 12"	34° 34' 46"
127.661'	202.661'
23.899'	63.082'
104.661'	127.511'
103.136'	100.646'

Note: Property lines at the intersection are shown by an 'X' whose road name, however, are in the Plat.

(Not Plotted)



COOL CREEK NORTH - SECTION V
PLAT BOOK 1, PAGES 17 & 18
1938, NO. 11822

E STATE ROAD 234

The undersigned, owners of the above described real estate, hereby certify that this subdivision shall be known and designated as "Cool Creek North". The streets, if not heretofore dedicated, are hereby dedicated to the public use. There are strips of ground as shown on this plat and marked "U & D" reserved for transportation companies for the installation and maintenance of poles, main lines and reserved. No permanent structures are to be erected on or over the rights of the public utilities, said rights also including the right of ingress and egress to the lots in this addition.

Building set-back lines are hereby established on this plat, between the building and the street structure.

No building structure or accessory building shall be erected closer to the street than the building set-back line. All buildings erected on multiple lots must be approved by the Building Committee. Where buildings are erected on multiple lots:

All lots in this subdivision shall be known and designated as residential lots. No building other than one detached single-family dwelling not to exceed two stories in height shall be erected on any lot.

The ground floor area of the main structure, exclusive of one-story porches, shall be not less than 900 square feet in finished area.

No hotel building, boarding house, mercantile or factory building or building shall be erected on any lot.

No trailers, trucks, campers, snacks or outhouses shall be erected on any lot.

No farm animals, fowls or domestic animals for commercial purposes shall be kept on any lot.

No noisy, offensive or objectionable business shall be conducted on any lot.

COOL CREEK NORTH, SECTION EIGHT
Plat Book 5 Pages 113-114
Recorded June 12, 1975

Entry No.

Page No.

This subdivision consists of 27 lots, numbered consecutively from 213 thru 239, both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat by figures denoting feet and decimal parts thereof.

Certified this 13th day of May, 1975

MID-STATES ENGINEERING CO., INC.

Sol C. Miller

Registered Land Surveyor No. 9788-Indiana

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

This subdivision shall be known and designated as "Cool Creek North Section Eight, an addition in Hamilton County, Indiana.

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

There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 900 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 1800 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, campers, shacks or outhouses 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 hinderance 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 of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage 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 at 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 with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances at such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No driveway serving any lot herein shall enter or exit directly onto "Smoky Row Road."

These covenants are to run with the land, and shall be binding on all persons claiming under them until 1 January 1995, at which time said 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, it is agreed to charge said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the "Carmel Planning Department", 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 provisions, which shall remain in full force and effect.

No owner of any lot hereon shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

Owner and Subdivider

Joseph S. Dawson
1001 Broad Ripple Avenue
Indianapolis, Indiana

Entry No.

Page No. 4

County of Marion)ss:
State of Indiana)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of the instrument as their voluntary act and deed and affixed their signatures thereto.

Witness my signature and seal this 19th day of May, 1975.

Virginia A. Pyle
Notary Public
My commission expires March 30, 1978

COMMISSION CERTIFICATE

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town Board of Trustees of Carmel, Indiana.

Adopted by the Town Plan Commission at a meeting held May 20, 1975

James R. Litzsinger, President Frances A. Gaskins, Secretary

This instrument is prepared by MID-STATES ENGINEERING CO. INC.
Sol C. Miller, Registered Land Surveyor 9788 (Ind.)

COOL CREEK NORTH SECTION EIGHT

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify the attached plat correct, representing a subdivision of part of the Northwest Section 29, Township 18 North, Range 4 East, in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned North 89°55'13" West a distance of 1539.391 feet on line thereof to the northwest corner of Cool Creek North Section 5 in Plat Book 5, pages 52 and 53 by Instrument No. 3226 in Recorder for Hamilton County, Indiana; (the following ten the westerly line of said subdivision); running thence South distance of 200.574 feet; running thence South 90°00'00" W 20.000 feet; running thence South 00°00'00" West a distance running thence South 08°16'02" West a distance of 126.693 feet; running thence South 64°47'56" West a distance of 131.518 feet; running thence South 29°44' East a distance of 159.298 feet; running thence South 74°10'51" East a distance of 100.841 feet; running thence South 74°10'51" East 62.362 feet; running thence South 06°09'33" East a distance running thence South 90°00'00" East a distance of 40.000 feet northerly line of Cool Creek North Section One as recorded 97 in the Office of the Recorder for Hamilton County, Indiana (4) calls being along the northerly line of said subdivision thence South 00°00'00" West a distance of 56.000 feet; running thence South 00°00'00" West a distance of 540.000 feet; running thence a distance of 260.000 feet; running thence North 22°24'54" 176.122 feet; running thence North 00°30'08" West a distance to the North line of the aforementioned Quarter Section; running thence North 09°55'13" East a distance of 744.109 feet on and along the to the Point of Beginning; containing in all 20.961 Acres; highways, rights-of-way, and easements of record.

This subdivision consists of 27 lots, numbered consecutively 239, both inclusive, and streets as shown hereon. The size of rights-of-way are shown on this plat by figures denoting parts thereof.

Certified this 13th day of May, 1975
MID-STATES ENGINEERING CO., INC.

[Signature]
501 C. Miller
Registered Land Surveyor No. 9788-Indiana

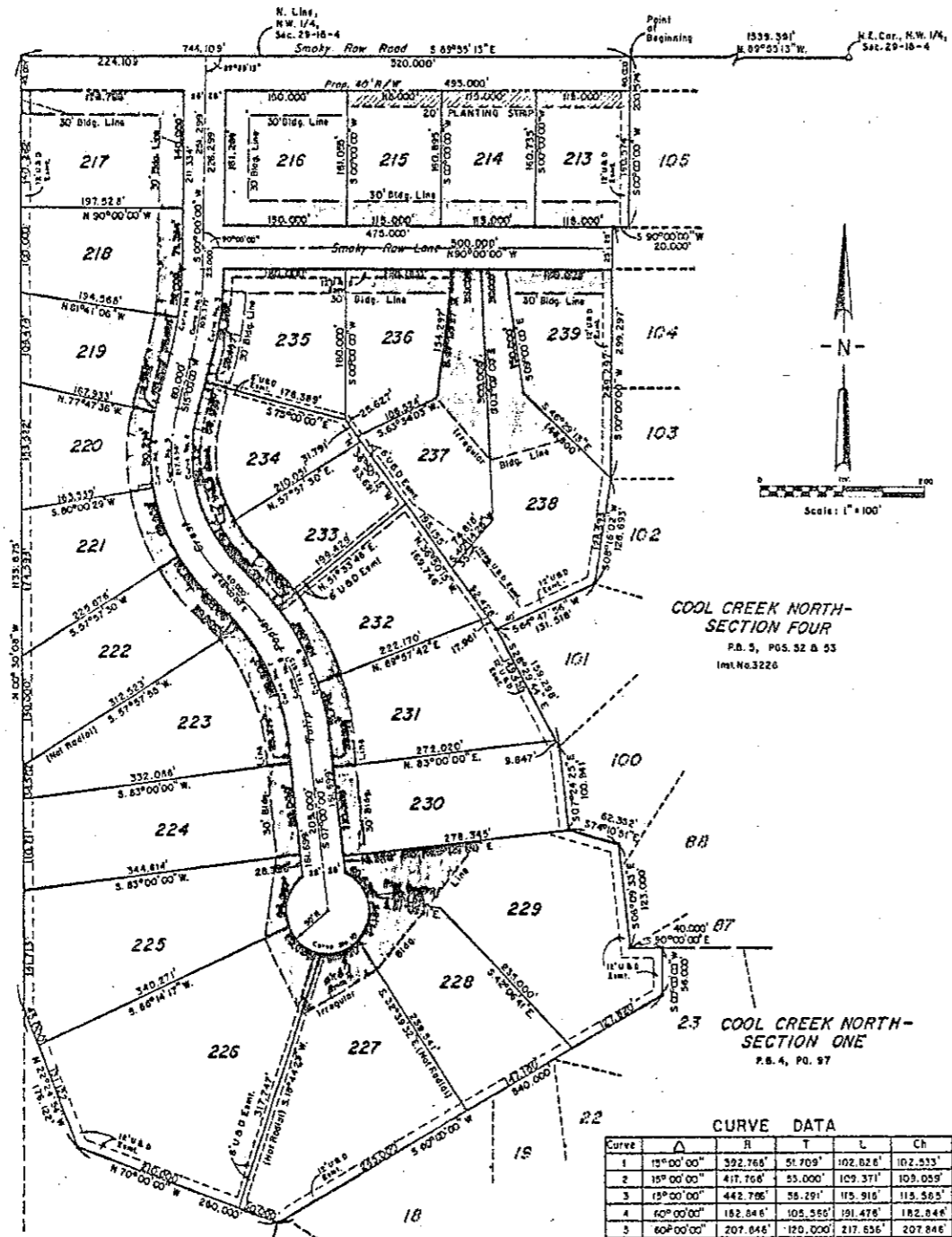
154

RECEIVED
AT 9:30 O'CLOCK

JUN 12 1975

5 PM
[Signature]
CLERK

(Not Platted)



CURVE DATA

Curve	Δ	R	T	L	Ch
1	19°00'00"	392.765'	51.709'	102.628'	102.533'
2	18°00'00"	417.768'	53.000'	109.371'	109.059'
3	18°00'00"	442.786'	55.291'	115.910'	115.585'
4	40°00'00"	182.846'	105.355'	191.478'	182.846'
5	60°00'00"	207.846'	120.000'	217.636'	207.846'
6	60°00'00"	232.846'	134.434'	243.836'	232.846'
7	38°00'00"	285.421'	91.592'	176.034'	172.825'
8	38°00'00"	290.421'	100.000'	182.815'	189.104'
9	38°00'00"	315.421'	108.608'	209.185'	205.382'
10	30°00'00"	30.000'	---	261.789'	---

NOTE: PROPERTY LINES AT ALL STREET INTERSECTIONS ARE ROUNDED BY AN ARC HAVING A 12' RADIUS. THE DIMENSIONS SHOWN ARE TO THE P.I. OF THE ARC.

COOL CREEK NORTH, SECTION NINE
Plat Book 5 pages 198-199
Recorded July 7, 1976

Entry No.
CERTIFICATE OF SURVEY

Page No.

I, the undersigned, hereby certify the attached plat to be true and correct, representing a subdivision of part of the Southwest Quarter of Section 20, Township 18 North, Range 4 East, in Hamilton County, State of Indiana, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Quarter Section; running thence N 89°58'13" W on and along the south line thereof a distance of 509.391 feet to the point of beginning of the real estate described herein; continuing thence N 89°55'13" W on and along said south line a distance of 801.358 feet; running thence N 00°43'26" W a distance of 350.224 feet; running thence S 84°52'54" W a distance of 5.015 feet; running thence N 00°43'26" W a distance of 310.233 feet to a point on the north line extended of Kinzers Maple Acres, Second Section as per plat thereof recorded in Plat Book 2, page 157 in the Office of the Recorder of Hamilton County; running thence N 89°55'13" W on and along said extended north line a distance of 5.304 feet to the west line of the Southeast Quarter of the aforementioned Southwest Quarter Section; running thence N 00°41'15" W on and along said west line a distance of 339.996 feet; running thence N 89°19'54" E a distance of 191.697 feet; running thence S 00°40'06" E a distance of 20.000 feet; running thence N 89°19'54" E a distance of 140.000 feet; running thence N 00°40'06" W a distance of 300.000 feet; running thence N 89°19'54" E a distance of 190.000 feet; running thence N 00°40'06" W a distance of 15.000 feet; running thence N 89°19'54" E a distance of 28.000 feet to the point of curvature of a curve concave northwesterly having a central angle of 16°37'45" and a radius of 225.000 feet; running thence northeasterly along said curve an arc distance of 65.302 feet (said arc being subtended by a chord having a bearing of N 81°01'01.5" E and a length of 65.073 feet); running thence S 17°17'51" E a distance of 166.368 feet; running thence S 00°40'06" E a distance of 703.154 feet; running thence S 25°10'06" E a distance of 367.017 feet; running thence S 00°04'47" W a distance of 118.480 feet to the point of beginning; containing in all 18.153 Acres; subject, to all legal highways, rights-of-way and easements of record.

This subdivision consists of 41 lots, numbered consecutively from 1 thru 41, both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat by figures denoting feet and decimal parts thereof.

Certified this 5th day of November, 1975

MID-STATES ENGINEERING CO., INC.

M. N. Franklin
Registered Land Surveyor No. 8620-Indiana

Entry No.

Page No. 2

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

This subdivision shall be known and designated as "Cool Creek North-Section Nine", an addition in Hamilton County, Indiana.

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

There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 900 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 1800 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, campers, shacks or outhouses 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 hinderance 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 of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so,

Entry No.

Page No. 4

or to recover damage 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.

No driveway serving any lot herein shall enter or exit directly onto Smokey Row Road.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until 1 January 1994, at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department, 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 provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

Owner and Subdivider

Joseph S. Dawson
1001 Broad Ripple Ave.
Indianapolis, Indiana

County of Marion)
)SS:
State of Indiana)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Witness my signature and seal this 20th day of January, 1976.

Entry No.

Page No. 5

Virginia A. Pyle, Notary Public
My commission expires March 30, 1978

COMMISSION CERTIFICATE

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and all acts amendatory thereto, and an ordinance adopted by the Town Board of Trustees of Carmel, Indiana.

Adopted by the Town Plan Commission at a meeting held Feb. 17, 1976.

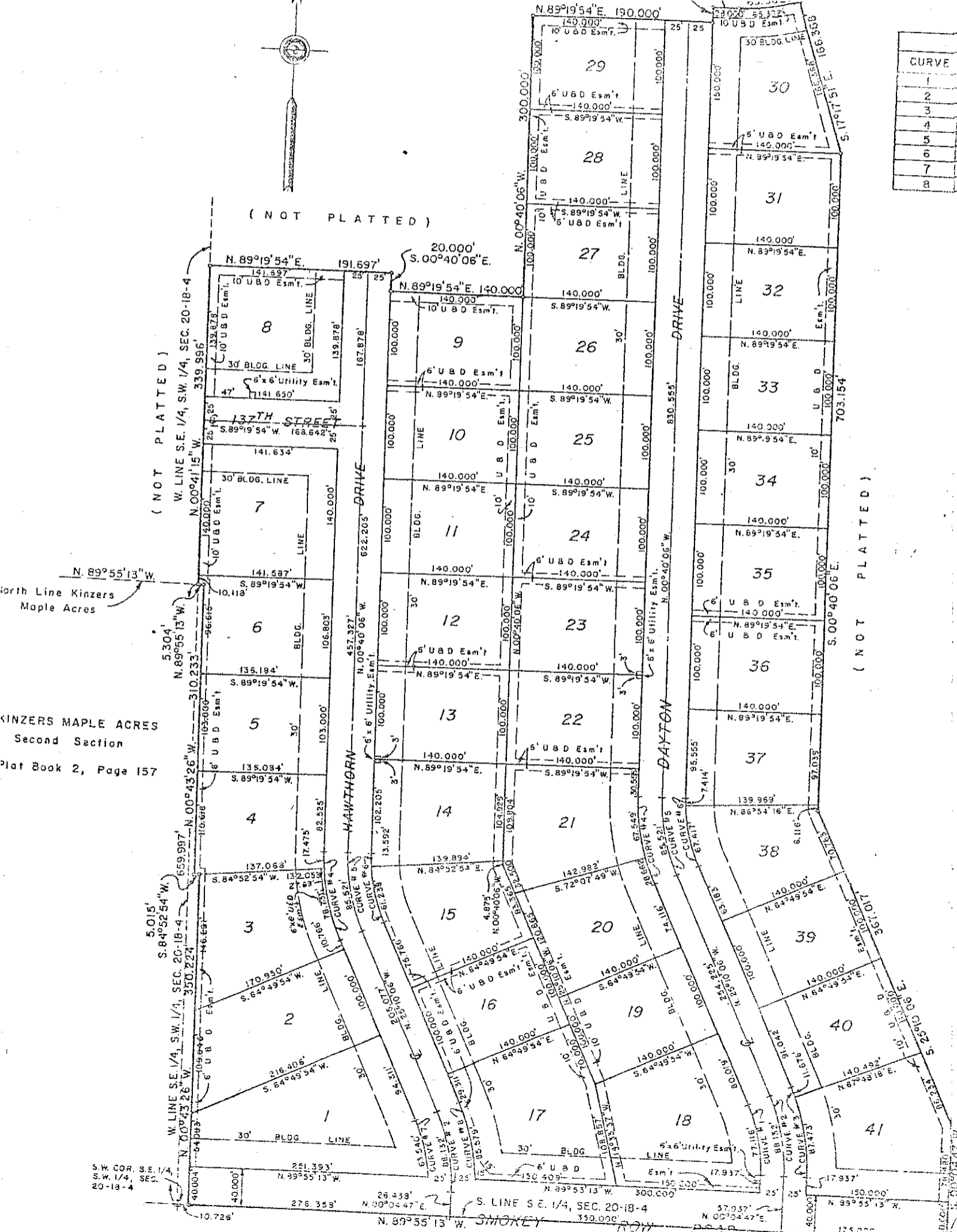
James R. Litzsinger, President Frances G. Gaskins, Secretary

This Instrument is prepared by MID-STATES ENGINEERING CO. INC.

M. N. Franklin, Reg. Land Surveyor No. 8620(Ind)



CURVE
1
2
3
4
5
6
7
8



KINZERS MAPLE ACRES
Second Section
Plat Book 2, Page 157

S.W. COR. S.E. 1/4,
SEC. 20-18-4

S. LINE S.E. 1/4, SEC. 20-18-4
SMOKEY

COOL CREEK NORTH, SECTION ELEVEN
Plat Book 6 pages 138-139
Recorded August 15, 1977

Entry No.

Page No.

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the Southwest Quarter of Section 20, Township 18 North, Range 4 East in Hamilton County, State of Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said quarter section; running thence S 00°40'06" E on and along the east line of the aforesaid quarter section a distance of 1016.187 feet to the Point of Beginning; continuing thence S 00°40'06" E on and along said east line a distance of 271.000 feet; running thence S 40°41'49" W a distance of 380.400 feet; running thence N 49°18'11" W a distance of 140.000 feet; running thence N 40°41'49" E a distance of 20.000 feet; running thence N 49°18'11" W a distance of 190.000 feet; running thence S 40°41'49" W a distance of 105.000 feet; running thence S 53°53'51" W a distance of 128.584 feet; the next 6 calls being on and along the Northernmost boundary line of Cool Creek North Section 9, as recorded in Plat Book 5 pages 198-199, Instrument #13149, in the Office of the Recorder of Hamilton County; running thence N 17°17'51" W a distance of 166.368 feet to a point on a curve concave Northwesterly; said curve having a radius of 225.000 feet and a central angle of 16°37'45", running thence Southwesterly along the arc of said curve a distance of 65.302 feet to the point of tangent, said arc being subtended by a chord having a bearing of S 81°01'02" W and a length of 65.073 feet; running thence S 88°19'54" W tangent to the last described curve a distance of 28.000 feet; running thence S 00°40'06" E a distance of 16.000 feet; running thence S 89°19'54" W a distance of 190.000 feet; running thence N 00°40'06" W a distance of 300.000 feet; running thence N 05°34'30" E a distance of 300.000 feet; running thence N 79°38'37" E a distance of 70.845 feet; running thence N 25°52'46" E a distance of 261.131 feet to a point on a curve concave Southwesterly; said curve having a radius of 525.000 feet and a central angle of 05°40'33"; running thence Southeasterly along the arc 525.000 feet and a central angle of 05°40'33"; running thence Southeasterly along the arc of said curve a distance of 52.007 feet to a point on said curve; said arc being subtended by a chord having a bearing of S 61°16'68" E and a length of 51.896 feet leaving the arc of said curve, running thence N 31°33'18" E a distance of 140.000 feet; running thence S 02°06'38" E a distance of 130.407 feet; running thence S 51°12'40" E a distance of 100.349 feet; running thence S 32°02'50" E a distance of 102.611 feet; running thence S 40°59'45" E a distance of 100.245 feet; running thence S 48°26'01" E a distance of 100.180 feet; running thence S 56°51'35" E a distance of 102.181 feet; running thence S 37°01'49" E a distance of 102.975 feet; running thence S 51°07'48" E a distance of 157.551 feet to the point of beginning, containing in all 16.579 Acres; subject, however, to all legal highways, rights-of-way and easements of record.

This subdivision consists of 37 lots numbered consecutively from

Entry No.

Page No. 2

79 to 115, both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat by figures denoting feet and decimal parts thereof.

Certified this 20th day of June, 1977

MID-STATES ENGINEERING CO., INC.

Sol C. Miller

Reg. Land Surveyor #9788 - Indiana

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

This subdivision shall be known and designated as "Cool Creek North-Section Eleven" an addition in Hamilton County, Indiana.

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

There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story

open porches and garages shall be not less than 1500 square feet in the case of a one-story structure nor less than 900 square feet in the case of a multiple story structure, provided no structure provided no structure of more than one story shall have less than an aggregate of 1800 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, campers, shacks or outhouses 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 hinderance 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 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 of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them doing so, or to recover damage 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 1 January 1997 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department, its successors or assigns, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

Owner and Subdivider

Joseph S. Dawson
1001 Broad Ripple Ave.
Indianapolis, Indiana

County of Marion)
State of Indiana)ss

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signatures thereto.

Witness my signature and seal this 21st day of June, 1977.

Entry No.

Page No. 5

Virginia A. Pyle
Notary Public

My commission expires March 30, 1978

This Plat was given Approval by the City of Carmel Board of Public Works of a meeting held July 26, 1977.

Albert B. Pickett

Owen S. Kern

Albert F. Hohl

COMMISSION CERTIFICATE

Under authority provided by Chapter 174, Acts of 1947, enacted the General Assembly of the State of Indiana and all acts amendatory thereto, and an ordinance adopted by the Town Board of Trustees of Carmel, Indiana.

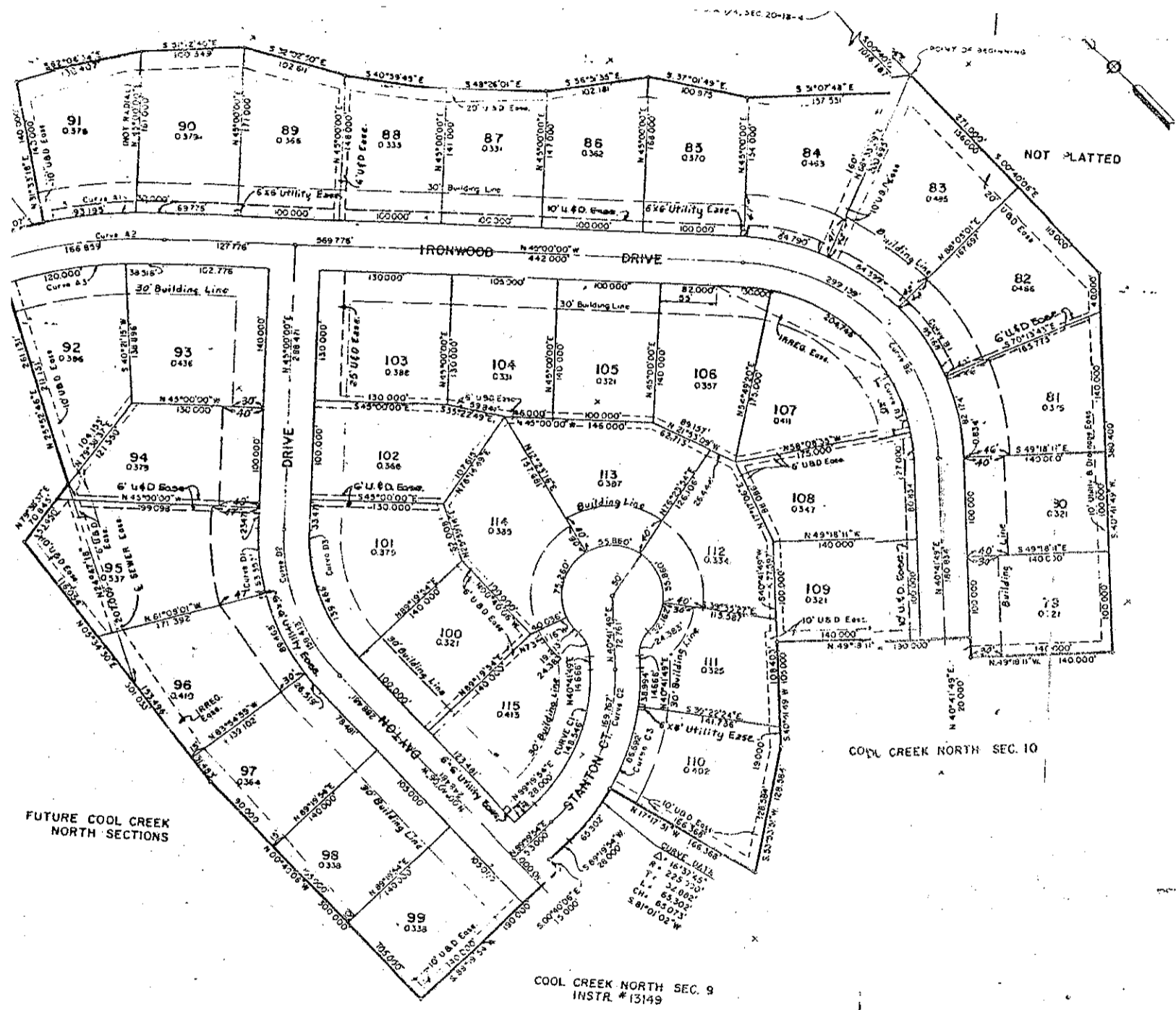
Adopted by the Town Plan Commission at a meeting held.

R. Davis Coots, President

Rosalind McCart, Secretary

This Instrument is prepared by MID-STATES ENGINEERING CO. INC.

Sol C. Miller Reg. Land Surveyor No. 9788-(Ind.)



CURVE DATA

Curve	Radius	T	L	Ch L	Ch Brg	
A-1	19°07'14"	525.000'	88.423'	175.202'	174.390'	N 54°33'37" W
A-2	19°07'14"	500.000'	84.213'	166.859'	166.086'	N 54°33'37" W
A-3	19°07'14"	475.000'	80.002'	158.516'	157.782'	N 54°33'37" W
B-1	85°41'49"	225.000'	208.706'	336.531'	306.028'	N 02°09'06" W
B-2	85°41'49"	200.000'	185.517'	299.139'	272.025'	N 02°09'06" W
B-3	85°41'49"	175.000'	162.327'	261.746'	238.022'	N 02°09'06" W
C-1	48°38'05"	175.000'	79.079'	148.546'	144.127'	N 65°00'52" E
C-2	48°38'05"	200.000'	90.376'	169.767'	164.716'	N 65°00'52" E
C-3	48°38'05"	225.000'	101.673'	190.988'	185.306'	N 65°00'52" E
D-1	45°40'06"	225.000'	94.739'	179.339'	174.629'	N 22°09'57" E
D-2	45°40'06"	200.000'	84.213'	159.413'	155.226'	N 22°09'57" E

CC

COOL CREEK NORTH SECTION TWELVE
Plat Book 7 Page 146
Recorded August 15, 1979

Entry No.

Page No.

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the Southwest Quarter of Section 20, Township 18 North, Range 4 East, in Hamilton County, State of Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter Section; thence South $00^{\circ} 42' 24''$ East on and along the West line of said Quarter Section a distance of 1009.129 feet to the point of beginning of this description; thence North $89^{\circ} 19' 54''$ East a distance of 1461.233 feet; thence North $77^{\circ} 14' 57''$ East a distance of 210.855 feet; thence South $05^{\circ} 34' 30''$ West a distance of 125.000 feet; thence South $00^{\circ} 40' 06''$ East a distance of 600.000 feet; thence South $89^{\circ} 19' 54''$ West a distance of 140.000 feet; thence North $00^{\circ} 40' 06''$ West a distance of 20.000 feet; thence South $89^{\circ} 19' 54''$ West a distance of 191.696 feet to a point on the West line of the East Half of the Southwest Quarter of said Section 20; thence North $00^{\circ} 41' 15''$ West on and along the West line of said Half-Quarter Section a distance of 330.122 feet; thence South $89^{\circ} 19' 54''$ West a distance of 1321.796 feet to a point on the West line of the Southwest Quarter of said Section 20; thence North $00^{\circ} 42' 24''$ West on and along the said West line thereof a distance of 330.000 feet to the point of beginning, containing in all 15.217 acres, subject, however, to all legal highways, rights-of-way and easements of record.

This subdivision consists of 35 lots, numbered from 116 to 150, both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat in figures denoting feet and decimal parts thereof.

Certified this 18th day of July, 1978

MID-STATES ENGINEERING CO., INC.

Sol C. Hiller -- signed
Sol C. Hiller
Registered Land Surveyor #9788 - Indiana

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

This subdivision shall be known and designated as "Cool Creek North-Section Twelve" an addition in Hamilton County, Indiana.

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

There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in

this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 900 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 1800 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, campers, shacks or outhouses 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 hinderance 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 with a period of fifteen (15) days from the submission date of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage 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 1 January 1997 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department, 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 provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel.

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

Owner and Subdivider

Joseph S. Dawson - signed

Joseph S. Dawson

1001 Broad Ripple Ave.

Entry No.

Page No. 4

Indianapolis, Indiana

County of Martion)
State of Indiana) ss:

Before me, the undersigned, A Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Witness by signature and seal this 9th day of April, 1979

Betty L. Gibbons

Notary Public Hamilton County

My Commission expires July 27, 1982.

This plat was given approval by the City of Carmel Board of Public Works at a meeting held _____, 1978.

Albert B. Pickett-signed
Albert B. Pickett

William W. Knowles-signed
William W. Knowles

Albert F. Hohl-signed
Albert F. Hohl

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF CARMEL INDIANA.

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD

E. Davis Coats
President

Rosalind McCart
Secretary

This instrument is prepared by

MID-STATES ENGINEERING CO. INC.

Sol. C. Miller - signed

Sol. C. Miller Reg. Land Surveyor No. 9788--(Ind.)

COOL CREEK NORTH SECTION THIRTEEN
Plat Book 7 Page 147
Recorded August 15, 1979

Entry No.

Page No.

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the West Half of the Southwest Quarter of Section 20, Township 18 North, Range 4 East in Hamilton County, State of Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter Section; thence South $00^{\circ} 42' 24''$ East on and along the West line of said Quarter Section a distance of 1339.129 feet to the point of beginning of this description; thence North $89^{\circ} 19' 54''$ East a distance of 1321.796 feet to a point on the East line of the West Half of the Southwest Quarter of said Section 20; thence South $00^{\circ} 41' 15''$ East on and along the East line of said Half-Quarter Section a distance of 670.118 feet; thence North $89^{\circ} 55' 13''$ West a distance of 1321.696 feet to a point on the West line of the Southwest Quarter of said Section 20; thence North $00^{\circ} 42' 24''$ West on and along the said West line thereof a distance of 652.863 feet to the point of beginning, containing in all 20.071 acres, subject, however to all legal highways, rights-of-way and easements of record.

This subdivision consists of 41 lots, numbered from 151 to 191, both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat in figures denoting feet and decimal parts thereof.

Certified this 18th day of July, 1978

MID-STATES ENGINEERING CO., INC.

Sol C. Hiller - signed

Sol C. Hiller

Registered Land Surveyor #9788 - Indiana

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

This subdivision shall be known and designated as "Cool Creek North-Section Thirteen" an addition in Hamilton County, Indiana.

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

There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in

this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 900 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 1800 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, campers, shacks or outhouses 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 hinderance 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 with a period of fifteen (15) days from the submission date of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage 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 1 January 1997 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department, 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 provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel.

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

Owner and Subdivider

Joseph S. Dawson - signed
Joseph S. Dawson
1001 Broad Ripple Ave.

Entry No.

Page No. 4

Indianapolis, Indiana

County of Martion)
State of Indiana) ss:

Before me, the undersigned, A Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Witness by signature and seal this 9th day of April, 1979

Betty L. Gibbons

Notary Public

Hamilton County

My Commission expires July 27, 1982.

This plat was given approval by the City of Carmel Board of Public Works at a meeting held _____, 1978.

Albert B. Pickett-signed
Albert B. Pickett

William W. Knowles-signed
William W. Knowles

Albert F. Hohl-signed
Albert F. Hohl

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF CARMEL INDIANA.

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD

E. Davis Coots
President

Rosalind McCart
Secretary

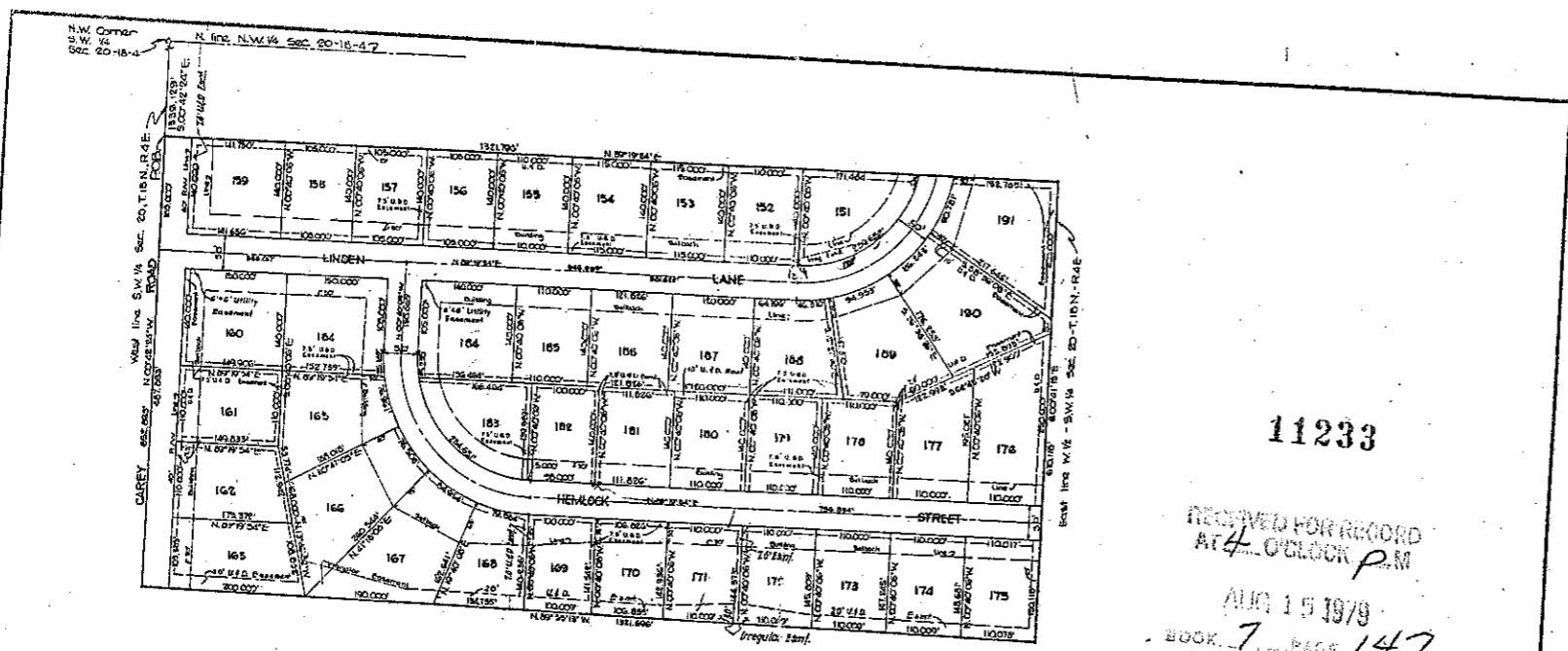
This instrument is prepared by

MID-STATES ENGINEERING CO. INC.

Sol. C. Miller - signed

Sol. C. Miller Reg. Land Surveyor No. 9788-(Ind.)

COOL CREEK NORTH 13



11233

RECEIVED FOR RECORD
AT 4 O'CLOCK P.M.
AUG 15 1979
BOOK 7 PAGE 147
MAY 11 1979
HAMILTON COUNTY INDIANA

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the West Half of the Southwest Quarter of Section 20, Township 18 North, Range 4 East in Hamilton County, State of Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter Section; thence South 00°42'26" East on and along the West line of said Quarter Section a distance of 1339.129 feet to the point of beginning of this description; thence North 09°19'44" East a distance of 1321.796 feet to a point on the East line of the West Half of the Southwest Quarter of said Section 20; thence South 00°41'15" East on and along the East line of said Half-Quarter Section a distance of 670.118 feet; thence North 09°55'13" West a distance of 1321.696 feet to a point on the West line of the Southwest Quarter of said Section 20; thence North 00°42'24" West on and along the said West line thereof a distance of 652.653 feet to the point of beginning, containing in all 20.071 acres, subject, however, to all legal highways, rights-of-way and easements of record.

This subdivision consists of 41 lots, numbered from 151 to 191, both inclusive, and streets as shown herein. The size of lots and widths of rights-of-way are shown on this plat in figures denoting feet and decimal parts thereof.

Certified this 18th day of July 1979

DULY ENTERED FOR TAXATION
15th day August 19 79
Barbara J. Jennings Auditor
Hamilton County

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
A	90°00'00"	200.000'	200.000'	314.159'	282.843'	S45°40'05"E
A1	90°00'00"	225.000'	225.000'	353.429'	318.198'	S45°40'05"E
A2	90°00'00"	175.000'	175.000'	274.869'	247.467'	S45°40'05"E
B	78°27'47"	175.000'	142.687'	239.652'	221.359'	N50°06'00"E
C	79°55'17"	200.000'	167.586'	278.978'	256.906'	N49°22'16"E
D	81°03'04"	225.000'	192.342'	318.287'	292.404'	N40°48'22"E

[Signature]
Sol. C. Miller
Registered Land Surveyor 1978B - Indiana



COOL CREEK NORTH SECTION THIRTEEN

The undersigned, owners of the above described real estate, hereby certify that they do lay off, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as "Cool Creek North - Section Thirteen" an addition in Hamilton County, Indiana. The streets, if not heretofore dedicated, are hereby dedicated to the public. There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure. No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 900 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 1800 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, campers, shacks or outhouses 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 of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage 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 1 January 1997 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department.

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 provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed

Owner and Subdivider
[Signature]
Joseph S. Dawson
1001 Broad Ripple Ave.
Indianapolis, Indiana

County of Marion }
State of Indiana }ss:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signatures thereto.

Witness my signature and seal this 9th day of April, 1979

Notary Public *[Signature]*
Hamilton County
My commission expires July 27, 1982

This plat was given approval by the City of Carmel Board of Public Works at a meeting held _____, 1978.

This instrument is prepared by
MIDSTATES ENGINEERING CO. INC.

[Signature]
Sol. C. Miller Reg. Land Surveyor No. 9788-(Ind.)

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF CARMEL, INDIANA.

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD

[Signature] PRESIDENT
[Signature] SECRETARY

[Handwritten notes]

COOL CREEK NORTH SECTION FOURTEEN
Plat Book 7 Page 148
Recorded August 15, 1979

Entry No.

Page No.

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the Southwest Quarter of Section 20, Township 18 North, Range 4 East, in Hamilton County, State of Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter Section; thence South $00^{\circ} 42' 24''$ East on and along the West line of said Quarter Section a distance of 492.420 feet to the point of beginning of this description; thence South $89^{\circ} 59' 24''$ East and parallel with the North line of said Quarter Section a distance of 492.233 feet; thence South $00^{\circ} 40' 06''$ East a distance of 180.881 feet; thence North $89^{\circ} 19' 54''$ East a distance of 731.056 feet; thence North $83^{\circ} 46' 45''$ East a distance of 194.859 feet; thence South $48^{\circ} 12' 03''$ East a distance of 39.383 feet; Thence South $67^{\circ} 28' 11''$ East a distance of 261.826 feet; thence South $05^{\circ} 34' 30''$ West a distance of 176.033 feet; thence South $77^{\circ} 14' 57''$ West a distance of 210.855 feet; thence South $89^{\circ} 19' 54''$ West a distance of 1461.233 feet to a point on the West line of the Southwest Quarter of said Section 20; thence North $00^{\circ} 42' 24''$ West on and along the said West line thereof a distance of 516.709 feet to the point of beginning, containing in all 14.410 acres, subject, however, to all legal highways, rights-of-way and easements of record.

This subdivision consists of 30 lots, numbered from 192 to 219, both inclusive, and lots 286 and 287 and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat in figures denoting feet and decimal parts thereof.

Certified this 18th day of July, 1978

MID-STATES ENGINEERING CO., INC.

Sol C. Hiller - signed

Sol C. Hiller

Registered Land Surveyor #9788 - Indiana

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

This subdivision shall be known and designated as "Cool Creek North-Section Fourteen" an addition in Hamilton County, Indiana.

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

There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in

this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 900 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 1800 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, campers, shacks or outhouses 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 hinderance 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 with a period of fifteen (15) days from the submission date of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage 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 1 January 1997 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department, 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 provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel.

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

Owner and Subdivider

Joseph S. Dawson - signed
Joseph S. Dawson
1001 Broad Ripple Ave.

Entry No.

Page No. 4

Indianapolis, Indiana

County of Martion)
State of Indiana) ss:

Before me, the undersigned, A Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signaturers thereto.

Witness by signature and seal this 9th day of April, 1979

Betty L. Gibbons

Notary Public

Hamilton County

My Commission expires July 27, 1982.

This plat was given approval by the City of Carmel Board of Public Works at a meeting held _____, 1978.

Albert B. Pickett-signed
Albert B. Pickett

William W. Knowles-signed
William W. Knowles

Albert F. Hohl-signed
Albert F. Hohl

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF CARMEL INDIANA.

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD

E. Davis Coats
President

Rosalind McCart
Secretary

This instrument is prepared by

MID-STATES ENGINEERING CO. INC.

Sol. C. Miller - signed
Sol. C. Miller Reg. Land Surveyor No. 9788-(Ind.)

COOL CREEK NORTH- SECTION FIFTEEN
Plat Book 7 Page 49
Recorded July 14, 1978

Entry No.

Page No. 1

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the Southwest Quarter of Section 20, Township 18 North, Range 4 East in Hamilton County, State of Indiana, being more particularly described as follows:

Commencing at the northeast corner of said quarter section; thence North $89^{\circ} 59' 24''$ West on and along the north line of the aforesaid quarter section a distance of 2127.264 feet to a point that is South $89^{\circ} 59' 24''$ East a distance of 517.420 feet from the northwest corner of said Southwest Quarter Section; thence South $00^{\circ} 42' 24''$ East and parallel with the west line of said quarter section a distance of 343.003 feet to the point of beginning; thence North $89^{\circ} 19' 54''$ East a distance of 1259.915 feet; thence South $75^{\circ} 04' 01''$ East a distance of 204.505 feet; thence South $22^{\circ} 44' 26''$ East a distance of 51.177 feet; thence South $31^{\circ} 33' 18''$ West a distance of 140.000 feet to a point on a curve concave Southwesterly; said curve having a radius of 525.000 feet and a central angle of $05^{\circ} 40' 33''$; thence Norhtwesterly along the arc of said curve a distance of 52.007 feet to a point on said curve; said arc being subtended by a chord having a bearing of North $61^{\circ} 16' 58''$ West and a length of 51.986 feet; thence South $25^{\circ} 52' 46''$ West a distance of 261.131 feet; thence South $79^{\circ} 38' 37''$ West a distance of 70.845 feet; thence North $67^{\circ} 28' 11''$ West a distance of 261.826 feet; thence North $48^{\circ} 12' 30''$ West a distance of 39.383 feet; thence South $83^{\circ} 46' 45''$ West a distance of 194.859 feet; thence South $89^{\circ} 19' 54''$ West a distance of 731.056 feet; thence North $00^{\circ} 40' 06''$ West a distance of 180.881 feet; thence South $89^{\circ} 59' 24''$ East and parallel with the north line of said quarter section a distance of 25.187 feet; thence North $00^{\circ} 42' 24''$ West and parallel with the west line of said quarter section a distance of 149.417 feet to the point of beginning, containing in all 11.114 acres, subject, however to all legal highways, rights-of-way, and easements of record.

This subdivision consists of 24 lots, numbered consecutively from 220 to 243, both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat by figures denoting feet and decimal parts thereof.

Certified this 14th day of
December 1977.
Mid-States Engineering Co., Inc.

(SEAL)

Sol C. Miller
Registered Land Surveyor
#9788- Indiana

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

Cool Creek North- Sec. 15

Entry No.

Page No. 2

This subdivision shall be known and designated as "Cool Creek North- Section Fifteen" an addition in Hamilton County, Indiana. The streets, if not heretofore dedicated, are hereby dedicated to the public.

There are strips of ground as shown on this plat and marked "U & D Easements" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines, and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure. No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots. 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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 900 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 1800 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, campers, shacks or outhouses 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.

Cool Creek North- Sec. 15

Entry No.

Page No. 3

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 hinderance 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, place 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 of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other duties 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

Cool Creek North- Sec. 15

Entry No.

Page No. 4

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 1 January 1997 at which time said covenants shall be automatically extended for successive periods of then (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenant in whole or part. Right of enforcement of these covenants is here by granted to the Carmel Planning Department, 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 provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

OWNER AND SUBDIVIDER

Joseph S. Dawson
1001 Broad Ripple Ave.
Indianapolis, Indiana

County of Marion)ss
State of Indiana)

Before me, the undersigned, A Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signatures thereto.

Witness my signature and seal this 16th day of December 1977

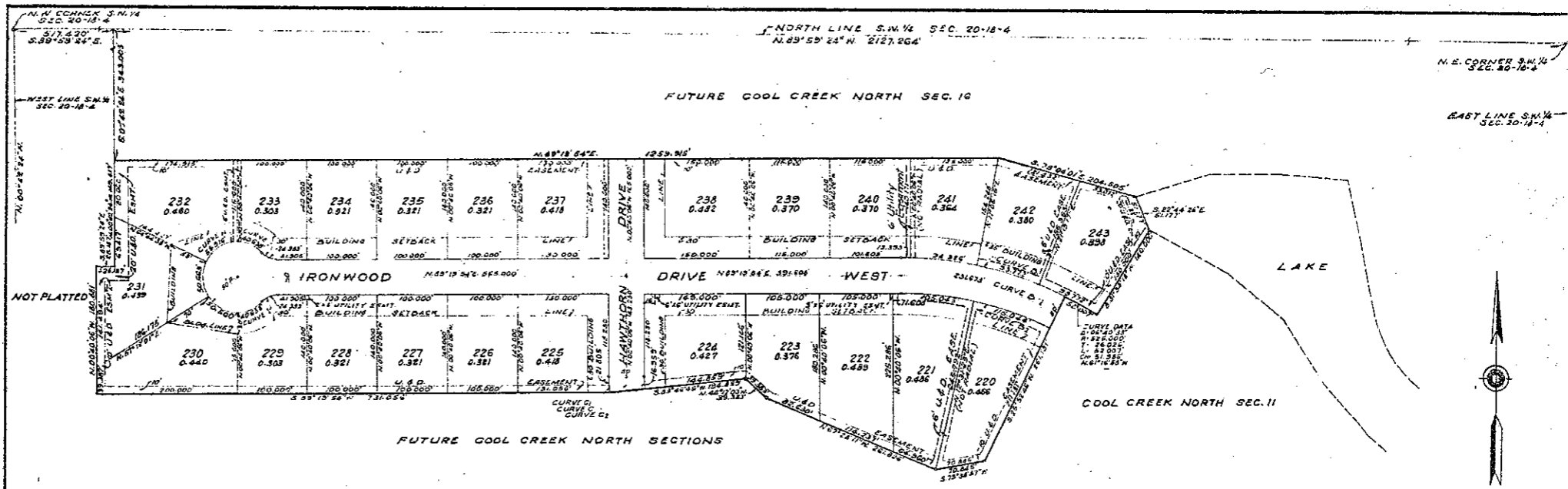
Virginia A. Lyle
Notary Public
My commission expires March 30, 1978

Commission Certificate
under the authority provided by Chapter 174, Acts of 1947,
enacted by the general assembly of the state of Indiana and all
acts amendatory thereto, and an ordinance adopted by the town
board of trustees of Carmel, Indiana.

Adopted by the TownPlan Commission at the meeting held
December 20th, 1977.

James P. Smith Rosalind McCart
Vice-Pres. Sec.

Plat was given approval by the City of Carmel Board of Public
Works at a meeting held 6/14/78. Albert B. Pickett Owen S. Kern



CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the Southwest Quarter of Section 20, Township 18 North, Range 4 East in Hamilton County, State of Indiana, being more particularly described as follows:

Commencing at the northeast corner of said quarter section; thence North 89°59'24" West on and along the north line of the aforesaid quarter section a distance of 2127.264 feet to a point that is South 89°59'24" East a distance of 517.420 feet from the northwest corner of said Southwest Quarter Section; thence South 00°42'24" East and parallel with the west line of said quarter section a distance of 343.003 feet to the point of beginning; thence North 89°19'54" East a distance of 1259.915 feet; thence South 75°04'01" East a distance of 204.505 feet; thence South 22°44'26" East a distance of 51.177 feet; thence South 31°33'18" West a distance of 140.000 feet to a point on a curve concave South-westerly; said curve having a radius of 525.000 feet and a central angle of 05°40'33"; thence Northwesterly along the arc of said curve a distance of 52.007 feet to a point on said curve; said arc being subtended by a chord having a bearing of North 61°16'58" West and a length of 51.986 feet; thence South 25°52'46" West a distance of 261.131 feet; thence South 79°38'37" West a distance of 70.845 feet; thence North 67°28'11" West a distance of 261.826 feet; thence North 48°12'03" West a distance of 39.383 feet; thence South 83°46'45" West a distance of 194.859 feet; thence South 89°19'54" West a distance of 731.056 feet; thence North 00°40'06" West a distance of 180.820 feet; thence South 89°59'24" East and parallel with the north line of said quarter section a distance of 25.187 feet; thence North 00°42'24" West and parallel with the west line of said quarter section a distance of 149.417 feet to the point of beginning, containing in all 11.114 acres, subject, however, to all legal highways, rights-of-way and easements of record.

This subdivision consists of 24 lots, numbered consecutively from 220 to 243, both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat by figures denoting feet and decimal parts thereof.

NOTE: Property lines at all street intersections shall be rounded off by an arc having a radius of fifteen feet (15'). The dimensions shown on this plat are to the "P.I." of said arc.

CURVE DATA

CURVE	DELTA	RADIUS	T	L	CH. L.	CH. BRG.
B	26°32'52"	500.000'	117.954'	231.673'	225.606'	N 77°23'40" W
B1	26°32'52"	525.000'	123.852'	243.256'	241.086'	N 77°23'40" W
B2	26°32'52"	475.000'	112.056'	220.089'	218.125'	N 77°23'40" W
C	05°33'09"	200.000'	9.699'	19.382'	19.374'	N 03°26'46" W
C1	05°33'09"	225.000'	10.911'	21.805'	21.796'	N 03°26'46" W
C2	05°33'09"	175.000'	8.486'	16.959'	16.953'	N 03°26'46" W
H	273°08'06"	50.000'	-8.486'	238.355'	68.750'	
I	46°34'03"	30.000'	-12.910'	24.383'	23.717'	



Certified this 14 day of July 1978
 MID-STATES ENGINEERING CO., INC.
 Sol C. Miller
 Reg. Land Surveyor #9788 - Indiana

2753
RECEIVED FOR RECORD
 AT 2:30 O'CLOCK P.M.
COOL CREEK NORTH
SECTION FIFTEEN
 JUL 14 1978
 BOOK 7 PAGE 49
 DULY ENTERED FOR TAXATION
 14 day July 19 78
 Barbara J. Jennings Auditor

84-41 COOL Cr No 11th pb 6-138
243 COOL Cr No 15th pb 7-78
245-247, 249-252 COOL Cr No 16th pb 7-79 + lake & dam
20838
BOOK 164 PAGE 258

DECLARATION OF COVENANTS AND RESTRICTIONS CONCERNING
THE LAKE AND DAM IN COOL CREEK NORTH, SECTIONS 11, 15 and 16

This Declaration of Covenants and Restrictions for Cool Creek North, Sections 11, 15 and 16, (hereinafter referred to as "Declaration of Covenants and Restrictions"), made this 15th day of July, 1978, by Joseph S. Dawson, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the owner of Lots 84, 85, 86, 87, 88, 89, 90 and 91 in Cool Creek North, Section 11, a subdivision in Hamilton County, Indiana, recorded in Plat Book 6, Pages 138 and 139, and rerecorded in Plat Book 7, Page 77, in the Office of the Recorder of Hamilton County, Indiana; Lot 243 in Cool Creek North, Section 15, recorded in Plat Book 7, Page 49 and rerecorded in Plat Book 7, Page 78; and Lots 245, 246, 247, 249, 250, 251, and 252 in Cool Creek North, Section 16, recorded in Plat Book 7, Page 50 and rerecorded in Plat Book 7, Page 79 (hereinafter referred to as "Real Estate" or "Lots"), and the lake and dam area as shown on the plat of Cool Creek North, Section 16.

B. The lake and dam is constructed in accordance with the requirements of the Natural Resources Commission of the State of Indiana and is for the benefit of the owners of the Real Estate since such owners receive a direct benefit from the dam and the lake created thereby.

C. The purpose of this Declaration of Covenants and Restrictions is to:

This Instrument Recorded March 17 1987
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

- (1) Provide a means for the maintenance and care of the lake and dam area in accordance with applicable law and more specifically in Indiana, 1961 (IC 1971 13-2020), "An Act concerning the maintenance and repair of dams, levees, dikes, floodwalls and appurtenant works; providing for the inspection and enforcement of the maintenance and repair thereof, and defining the penalty for violation", a copy of which is incorporated herein by reference;
- (2) Provide that each Owner have the obligation to pay his proportionate share of the costs of maintaining the lake and dam area in accordance with the procedure outlined herein, and
- (3) Provide for the formation of a not-for-profit corporation made up of the Owners of the Real Estate, such corporation

to provide for the maintenance and control of the lake and dam area.

NOW, THEREFORE, Declarant declares that the Lots are and shall be held, conveyed, encumbered, used, occupied and improved in accordance with the covenants and restrictions contained in this Declaration of Covenants and Restrictions.

1. Definitions. The following terms as used in this Declaration of Covenants and Restrictions, unless the context clearly requires otherwise, shall mean the following:

(a) "Corporation" means the not-for-profit corporation, Cool Creek North Lake and Dam Area, Inc., which is more fully described in Paragraph 2 of this Declaration of Covenants and Restrictions.

(b) "Board of Directors" means the governing body of the Corporation elected by the members in accordance with the By-Laws of the Corporation.

(c) "Declarant" means Joseph S. Dawson, his successors, assigns or nominees.

(d) "Real Estate" or "Lots" means Lots 84, 85, 86, 87, 88, 89, 90, and 91 in Cool Creek North, Section 11; 243 in Cool Creek North, Section 15; and 245, 246, 247, 249, 250, 251 and 252 in Cool Creek North, Section 16, the Owners of which have the obligation to maintain and control the Lake and Dam Area in Accordance with this Declaration of Covenants and Restrictions.

(e) "Commission" means the Natural Resources Commission of the State of Indiana.

(f) "Owner" means any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to one or more of the Lots which comprise the Real Estate.

(g) "Lake and Dam Area" means that area designated Lake and Dam Area on Legal Survey, and includes the dam existing thereon as constructed in accordance with the requirements of the Commission.

2. Corporation. There has been created under the laws of the State of Indiana a not-for-profit corporation known as Cool Creek North Lake & Dam Area, Inc. Members of the corporation shall be anyone who owns one or more lots.

(a) Membership. Members shall be anyone who owns one or more Lots. Members shall be entitled to one vote for each Lot owned on all matters which the members of the Corporation are entitled to vote, provided, however, each Lot represented shall have only one vote as the Owners of such Lot may determine in accordance with the Code of By-Laws of the Corporation.

(b) Purpose. The purposes of the Corporation are more fully set forth in the Articles of Incorporation and are generally to provide for the maintenance, repair, replacement, administration, operation, preservation and ownership of the Lake and Dam Area and such other areas that may come within its jurisdiction and authority. The Corporation shall have all powers set forth in its Articles of Incorporation, together with all other powers granted under the laws of the State of Indiana, including but not limited to, power to levy a uniform annual assessment against members and special assessments against all members in the manner set forth in this Declaration of Covenants and Restrictions.

(c) Operation of Corporation. The operation of the Corporation is more fully described in its Articles of Incorporation which are filed in the Office of the Secretary of State of the State of Indiana, and in the By-Laws of the Corporation, both of which are incorporated herein by reference.

3. Lake & Dam Area. The Lake & Dam Area consists of the lake and dam which is designated on the Legal Survey of Lake & Dam. Declarant hereby covenants and declares that the lake and dam shall be constructed in accordance with the requirements of the Commission and that the Lake & Dam Area shall be conveyed to the Corporation

prior to the conveyance of all of the Lots.

4. Assessments. Each Owner shall be obligated to pay the assessments as outlined in this paragraph. Such assessments shall be used to cover the costs and expenses of operating, maintaining, controlling and administering the Lake & Dam Area and the Corporation. Such assessments and payment of assessments shall be in accordance with the following procedure:

(a) Proposed Annual Budget. The Board of Directors acting in accordance with the Articles of Incorporation and By-Laws of the Corporation shall cause to be prepared and adopted at the annual meeting of the Corporation a proposed annual budget for the ensuing calendar year estimating the total amount of expenses for the ensuing year, which budget shall be the basis for the regular assessments (hereinafter defined) for the ensuing year. Such budget shall always include a reserve for future repairs and emergency expenditures, and such funds as are necessary to satisfy any and all repairs that are or might be required by or pursuant to the annual inspection report of the Commission. Such amount for future repairs and emergency expenditures shall never be less than \$25.00 per year, per Lot, or an item in the annual budget equal to at least \$400.00.

(b) Regular Assessments. The annual budget as adopted shall contain the proposed assessment against each Lot which shall be the same for each Lot. Immediately following the adoption of the annual budget each Owner shall be given written notice of such assessments against his Lot or Lots (hereinafter called the "Regular Assessment"). The Regular Assessment against each Lot shall be paid in accordance with the method of payment determined by the Board of Directors as necessary to satisfy the financial requirements and obligations of the Corporation. Payment of such Regular Assessment shall be made to the Board of Directors or as

otherwise directed by the Board of Directors. The first annual budget and the Regular Assessment to be charged against each Lot pursuant thereto shall be determined at the first annual meeting of the Corporation to be held in JUNE, 1980, or at such earlier date if Declarant so determines.

(c) Special Assessments. From time to time expenses of an unusual or extraordinary nature and not otherwise anticipated may be deemed necessary by the Board of Directors. In such event the Board of Directors shall be authorized to adopt a resolution to make such expenditure and shall have the full right, power and authority to make a special assessment of equal amount upon each Lot upon approval of such resolution by two-thirds of the votes of the members at a special meeting of the members duly called in accordance with the By-Laws for purposes of approving or rejecting such resolution (hereinafter called "Special Assessment").

In the event that the Commission or its successor, shall determine that repairs or expenditures are necessary to maintain the lake and dam in a satisfactory and safe condition, the Commission shall have the authority in accordance with applicable law to instruct the Board of Directors to make such repair, and in the event that it is necessary for a Special Assessment to be made in order to provide the funds necessary to perform such work, the Board of Directors, upon instruction from the Commission, shall adopt a resolution for such Special Assessment, in which event such Special Assessment shall be levied and cannot be rejected or changed by any vote of the members of the Corporation.

(d) Commencement of Assessments. The first Regular Annual Assessment shall be due on AUG. 15, 1980, following the first annual meeting of the Corporation. Notwithstanding any provision contained herein or elsewhere, in no event shall such assessment or any other assessment, restriction or obligation

under this Declaration of Covenants and Restrictions commence until the lake and dam are completed and the Lake & Dam Area conveyed to the Corporation.

(c) Assessment a Lien and Failure of Owner to Pay

Assessment. Any regular or Special Assessment levied or assessed against any Owner or Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Owner's Lot or Lots until paid in full. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person the liability of such persons shall be joint and several. The Board may on behalf of the Corporation institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charges at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys fees, incurred by the Corporation in collecting the same. In addition, such charge or assessment shall bear interest at the rate of ten per cent (10%) per annum from the date due until paid in full.

Every Owner and any person who may acquire an interest in any Lot, whether an Owner or otherwise, is hereby notified and by the acquisition of such interest agrees that any such lien which may exist upon the Lot at the time of the acquisition of such interest is a valid lien and shall be paid unless otherwise provided by law. Every person who shall become the Owner of a Lot is hereby notified that by the act of acquiring or making such purchase or acquiring title, such person, unless relieved of such obligation by law, shall be conclusively held to have covenanted to pay the Corporation all charges that the Corporation shall

make, which charges shall be made pursuant to this paragraph 4 of this Declaration of Covenants and Restrictions, the Articles of Incorporation and By-Laws of the Corporation. Notwithstanding anything contained in this paragraph 4 or elsewhere, any sale or transfer of a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve the Lot from liability for any assessment thereafter becoming due or from the lien thereof.

5. Covenants and Restrictions. The covenants and restrictions contained in this Declaration of Covenants and Restrictions are for the mutual benefit and protection of the present and future Owners, the Corporation, Declarant and the Commission, and shall run with the land and inure to the benefit of and be enforceable by any Owner, the Corporation, Declarant or the Commission. These covenants and restrictions shall run with the land and be binding upon all parties and all persons claiming under them until January 1, 1999, at which time such covenants and restrictions shall be automatically extended for successive periods of ten years unless changed in whole or in part by vote of those persons who are the Owners of a majority of the Lots and such change is approved by the Commission, provided, however, in the event the dam is no longer functioning for such purpose or ownership of the Lake & Dam Area is taken over by a governmental agency or other viable entity, the covenants and restrictions contained herein shall terminate upon approval of the Commission. The present or future Owners, the Corporation, Declarant or the Commission shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from

such violation. No delay or failure on the part of any agreed party to invoke any available remedy with respect to a violation of any one or more of these covenants or restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him on the occurrence, recurrence or continuation of such violation of these covenants and restrictions.

6. Acceptance and Ratification. All present and future Owners, mortgagees, tenants and occupants of any Lot shall be subject to and shall comply with the provisions of this Declaration of Covenants and Restrictions. The acceptance of the deed of conveyance and the execution of a contract for the purchase of or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration of Covenants and Restrictions and agreements contained herein, including but not limited to, the obligation to pay any Regular or Special Assessment are accepted and ratified by each Owner, tenant or occupant, and such Owner, tenant or occupant acknowledges the rights and powers of the Declarant, the Corporation and Commission with respect to this Declaration of Covenants and Restrictions, and agrees to keep, observe, comply with, and perform all of the covenants, restrictions and agreements contained herein.

7. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement to any of the Lake & Dam Area rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation.

8. Right of Board of Directors to Adopt Rules and Regulations. The Board of Directors, in accordance with the provisions of the Articles and By-Laws of the Corporation, may promulgate such additional rules and regulations regarding the operation, repair and maintenance of the Lake & Dam Area as it may deem necessary

from time to time, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners. Such rules as are adopted may be amended by a vote of a majority of the Board and the Board shall cause such amendment to be delivered or mailed to all Owners.

9. Waiver. No Owner may exempt himself from liability for his contribution toward the expenses of the Corporation and payment of his pro rata share of such by abandonment of his Lot or for any other reason.

10. Notice of Unpaid Assessments. The Corporation shall, upon request of a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Lot, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Regular or Special Assessment against the Lot, which statement shall be binding upon the Corporation, and any mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments, in excess of the amount set forth in such statement.

11. Severability Clause. The invalidity of any covenant, restriction, limitation or other provisions of this Declaration of Covenants and Restrictions shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration of Covenants and Restrictions.

12. Amendment of Declaration. Except as otherwise provided in this Declaration amendments to this Declaration shall be proposed and adopted in the following manner:

(a) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors of the Corporation or by the Owners of at least a majority of the Lots.

(b) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five per cent (75%) of the Owners of the Lots entitled to vote, and

approved by the Commission. No amendment to this Declaration shall be adopted which would change the uniform voting rights or uniform assessment of all Owners, or the obligation of the Owners for payment to the Corporation of funds necessary to repair, maintain and operate the Lake & Dam Area as required by applicable law.

(c) Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Corporation and approved by the Commission, and shall be recorded in the Office of Hamilton the Recorder of Marion County, Indiana, and such amendment shall not become effective until so approved by the Commission and so recorded.

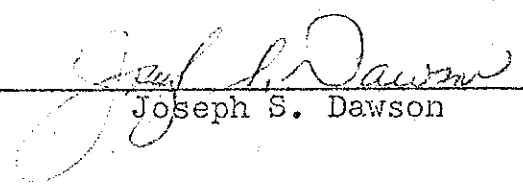
13. Additional Restrictions.

(a) Placements of dikes, floodwalls, fills and appurtenants works shall not encroach upon the waters of the lake as established by the platted dimensions, at the normal pool elevation of 829.

(b) All lots adjoining the lake, their families, relatives and invitees shall have access to the lake and free use of the waters of the lake for recreation purposes.

(c) There shall be no structures within the lake maintenance easement.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants and Restrictions to be executed the day and year first above written.



Joseph S. Dawson

ATTEST:

STATE OF INDIANA

COUNTY OF Hamilton

Before me, a Notary Public in and for said County and State personally appeared Joseph S. Dawson, by me known,

and who acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions concerning the Lake & Dam in Cool Creek North.

WITNESS my hand and Notarial Seal this 15th day of July, 1978.



Virginia Thompson

VIRGINIA THOMPSON
Printed HAMILTON COUNTY

Notary Public

My Commission expires:

February 12, 1982

This Instrument Recorded March 17 1981
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND

This Instrument prepared by JAMES J. NELSON, ATTORNEY AT LAW
911 E 86TH ST. INDIANAPOLIS, IN. 4624.

RECEIVED
FOR RECORD
MAR 17 10 11 AM '81
MARY L. CLARK
RECORDER
HAMILTON CO., IND.

The undersigned, owners of the above described real estate, hereby certify that they do lay off, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as "Cool Creek North-Section Eleven" addition in Hamilton County, Indiana. The streets, if not heretofore dedicated, are hereby dedicated to the public. There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition. Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 900 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 1800 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, campers, shacks or outhouses 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 of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage 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 1 January 1997 at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department, 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 provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel. In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

Owners of Lots numbered 84,85,86,87,88,89,90,91 shall also abide by the Declaration of Covenants and Restrictions of the Lake and Dam in Cool Creek North.

County of Marion } ss.
State of Indiana }

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signatures thereto.

Witness my signature and seal this 21st day of June, 1977

Notary Public Virginia A. Hoff
My commission expires March 30, 1978

This Plat was given Approval by the City of Carmel Board of Public Works at a meeting held July 1, 1977

Albert B. Pickett Ivan S. Kern Albert F. Hohl

1433 REBUILT
AUG 15 1977
PAGE 187 177

Owner and Subdivider
Joseph S. Dawson
Joseph S. Dawson
1001 Broad Ripple Ave.
Indianapolis, Indiana

DULY ENTERED FOR TAXATION
10 day Pass not 1977
Auditor
Hamilton County



This Instrument is prepared by
MIDSTATES ENGINEERING CO. INC.
J. C. Miller
So. C. Miller Reg. Land Surveyor No. 9788-(Ind.)

COMMISSION CERTIFICATE
UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF CARMEL INDIANA

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD
E. D. Coats James M. ...
PRESIDENT SECRETARY

CERTIFICATE OF OMISSION
NOTE: This Plat has been Rerecorded due to the addition of the lot line to the covenants.

COOL CREEK NORTH - SECTION SIXTEEN
Plat Book 7 Page 79
Recorded December 21, 1978

Entry No.

Page No.

COOL CREEK NORTH SECTION 16

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the Southwest Quarter of Section 20, Township 18 North, Range 4 East in Hamilton County, State of Indiana, being more particularly described as follows:

Beginning at the northeast corner of said quarter section; thence South $00^{\circ} 40' 06''$ East on and along the east line of the aforesaid quarter section a distance of 682.301 feet; thence South $89^{\circ} 19' 54''$ West a distance of 165.000 feet to the point of curvature of a curve concave Northeasterly; said curve having a radius of 166.637 feet and a central angle of $79^{\circ} 24' 06''$; thence Northwesterly along the arc of said curve a distance of 230.929 feet to the point of tangent; said arc being subtended by a chord having a bearing of North $50^{\circ} 58' 03''$ West and a length of 212.888 feet; thence North $11^{\circ} 16' 00''$ West, tangent to the last described curve a distance of 196.852 feet; thence North $84^{\circ} 57' 28''$ West a distance of 100.499 feet; thence South $89^{\circ} 19' 54''$ West a distance of 100.000 feet; thence South $73^{\circ} 23' 11''$ West a distance of 109.202 feet; thence North $75^{\circ} 04' 01''$ West a distance of 204.505 feet; thence South $89^{\circ} 19' 54''$ West a distance of 1259.915 feet; thence North $00^{\circ} 42' 24''$ West and parallel with the west line of said quarter section a distance of 343.003 feet to a point on the north line of said quarter section; said point being South $89^{\circ} 59' 24''$ East a distance of 517.420 feet from the northwest corner of the said Southwest Quarter Section; thence South $89^{\circ} 59' 24''$ East on and along the north line of said quarter section a distance of 2127.264 feet to the point of beginning, containing in all 19.214 acres, subject, however, to all legal highways, rights-of-way and easements of record.

This subdivision consists of 42 lots, numbered consecutively from 244 to 285, both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat by figures denoting feet and decimal parts thereof.

Certified this 14 day of Dec, 1977

MID-STATES ENGINEERING CO., INC.

Sol C. Miller
Reg. Land Surveyor #9788 - Indiana

LAKE & DAM

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the Southwest Quarter of Section 20, Township 18 North, Range 4 East in Hamilton County, State of Indiana, being more particularly described as follows:

Noblesville Title and Abstract Company
Noblesville, Indiana

Entry No.

Page No. 2

Commencing at the Northeast corner of said quarter section; running thence S. $00^{\circ} 40' 06''$ E. on and along the East line of the aforesaid quarter section a distance of 1016.187 feet to the Point of Beginning; running thence N. $51^{\circ} 07' 48''$ W. a distance of 157.771 feet; running thence N. $37^{\circ} 01' 49''$ W. a distance of 100.975 feet; running thence N. $56^{\circ} 51' 35''$ W. a distance of 102.181 feet; running thence N. $48^{\circ} 26' 01''$ W. a distance of 100.180 feet; running thence N. $40^{\circ} 59' 45''$ W. a distance of 100.245 feet; running thence N. $32^{\circ} 02' 50''$ W. a distance of 102.611 feet; running thence N. $51^{\circ} 12' 40''$ W. a distance of 100.349 feet; running thence N. $62^{\circ} 06' 38''$ W. a distance of 130.407 feet; running thence N. $22^{\circ} 44' 26''$ W. a distance of 51.177 feet; running thence N. $73^{\circ} 23' 11''$ E. a distance of 109.202 feet; running thence N. $89^{\circ} 19' 54''$ E. a distance of 100.00 feet; running thence S. $84^{\circ} 57' 28''$ E. a distance of 100.499 feet; running thence S. $11^{\circ} 76' 00''$ E. a distance of 196.852 feet to a point of curvature of a curve concave Northeasterly; said curve having a radius of 166.637 feet and a central angle of $79^{\circ} 24' 06''$; running thence Southeasterly along the arc of said curve a distance of 230.929 feet; said arc being subtended by a chord having a bearing of S. $50^{\circ} 58' 03''$ E. and a length of 212.888 feet; running thence N. $89^{\circ} 19' 54''$ E. tangent to the last described curve a distance of 165.000 feet to a point on the aforementioned East line of the Southwest Quarter Section; running thence S. $00^{\circ} 40' 06''$ E. on and along said East line a distance of 333.886 feet to the point of beginning; containing in all 3.150 acres; subject, however to all legal highways, rights-of-way and easements of record.

The above described Lake & Dam is made a part of Plat and Covenants of Cool Creek North Section 11 as recorded in Plat Book #6, Pages 138-139, and Section 15 as recorded in Plat Book #7, Page 49, in the Office of the Recorder of Hamilton County.

Certified this 20th day of January, 1978.

MID-STATES ENGINEERING CO., INC.

Sol. C. Miller

Registered Land Surveyor No. 9788--Indiana

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

The subdivision shall be known and designated as "Cool Creek North - Section Sixteen" an addition in Hamilton County, Indiana.

The streets, if not heretofore dedicated, are hereby dedicated to the public. There are strips of ground as shown on this plat and marked "U & D Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the street, shall be erected or maintained no building

or structure.

No building structure or accessory building shall be erected closer to the side of any lot than 10 feet. However, any proposed construction closer than 15 feet to the side of any lot must be approved by the Building Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

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 residential lot herein, 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 3 cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 900 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 1800 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, campers, shacks or outhouses shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

No farms 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 hinderance 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 of 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 herein, 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 violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 5 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 drive-way 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 1 January 1997, at which time said 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, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Carmel Planning Department 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 provisions, which shall remain in full force and effect.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Carmel.

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

Owners of Lots numbered 245, 246, 247, 249, 250, 251, 252 shall also abide by the Declaration of Covenants and Restrictions of Lake & Dam in Cool Creek North.

Owner and Subdivider

Joseph S. Dawson
1001 Broad Ripple Ave.
Indianapolis, Indiana

County of Marion)
) SS
State of Indiana)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signatures thereto.

Witness my signature and seal this 16th day of December, 1977

Virginia A. Pyle
Notary Public
My Commission expires March 30, 1978

Entry No.

Page No. 5

This plat was given approval by the City of Carmel Board of Public Works at a meeting held June 14th, 1978.

Albert B. Pickett

Owen S. Kern

Albert F. Hohl

This instrument is prepared by

MID-STATES ENGINEERING CO. INC.

Sol. C. Miller Reg. Land Surveyor No. 9788--(Ind.)

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF CARMEL INDIANA.

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD December 20th, 1977.

James P. Smith - Vice-President

Rosalind McCart - Secretary

CERTIFICATE OF OMISSION

NOTE: This Plat has been Rerecorded due to additional Utility Easements, and Lake & Dam Description.