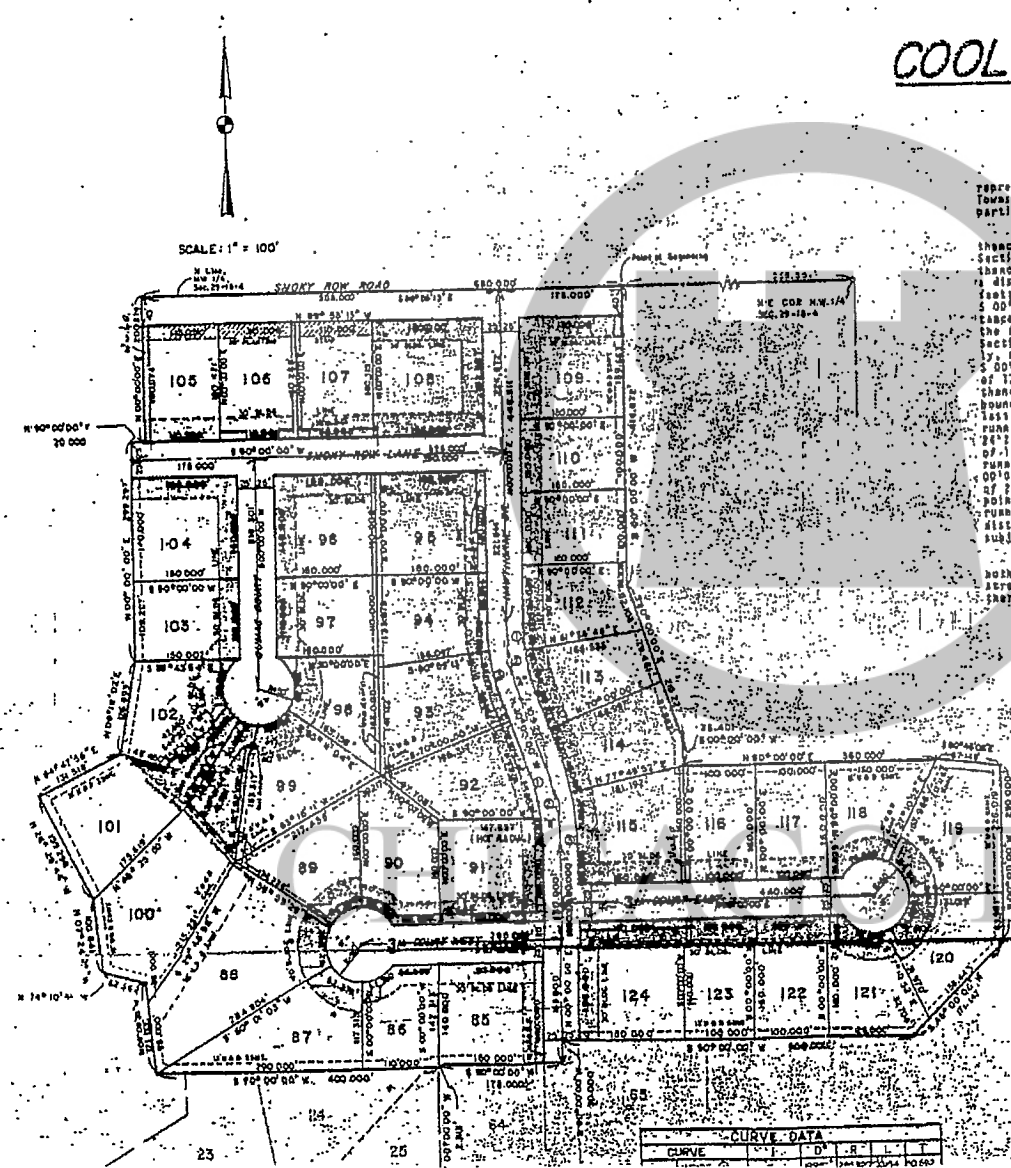


SCALE: 1" = 100'



COOL CREEK NORTH

SECTION FOUR

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 of Section 28, Township 18-North, Range 4-East, in Hamilton County, State of Indiana, more particularly described as follows:

From the Northeast corner of the aforementioned quarter section; running thence N 88°25'13" W on and along the North line of the Northwest Quarter of Section 28 a distance of 859.321 feet to the point of beginning; running thence S 00°00'00" W a distance of 424.678 feet; running thence S 18°00'00" W a distance of 350.000 feet; running thence S 80°42'00" W a distance of 67.166 feet; running thence S 19°00'00" W a distance of 500.000 feet; running thence S 171.147 feet; running thence S 39°00'00" W a distance of 500.000 feet; the following courses are along the northerly lines of Cool Creek North, the following courses are also the northerly lines of Cool Creek North, respectively recorded in the Public Records of Hamilton County, Indiana: running thence S 20°00'00" W a distance of 30.000 feet; running thence S 90°00'00" W a distance of 30.000 feet; running thence S 20°00'00" W a distance of 2.313 feet; running thence S 90°00'00" W a distance of 400.000 feet; thence leaving the north boundary of the aforementioned Cool Creek North, Section One through a portion of the last described line; running thence N 08°00'15" W a distance of 123.000 feet; running thence N 07°18'12" W a distance of 62.362 feet; running thence N 07°18'12" W a distance of 100.941 feet; running thence N 28°29'45" W a distance of 151.516 feet; of 159.228 feet; running thence N 64°47'55.5" E a distance of 121.516 feet; running thence N 08°16'02" E a distance of 122.673 feet; running thence N 38°00'00" E a distance of 200.000 feet; running thence N 00°00'00" E a distance of 200.000 feet to a point on the aforementioned North line of the Northwest Quarter of Section 28; running thence S 89°00'00" E a distance of 132.169 feet along said North Quarter Section line a distance of 650.000 feet to the point of beginning; containing 21.870 acres; subject, however, to all legal highways, right-of-way, and assessments of record.

This subdivision consists of 40 lots, numbered consecutively from 86 through 124, both inclusive, and shown as shown herein. The size of lots and width of thereof are shown on this plat by figures denoting feet and decimal parts thereof.



Certified this 21th day of August, 1973
 MID-STATES ENGINEERING CO., INC.
J. C. Miller
 J. C. Miller
 Eng., Land Surveyor - No. 9788 - Indiana

3226

RECEIVED FOR RECORD
AT 4:15 O'CLOCK P. M.

APR 23 1974

The undersigned, owners of the above described real estate, hereby certify that they own in addition in Hamilton County, Indiana 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 more than one story shall have a one-story structure, not less than 900 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, less than an aggregate of 1800 square feet of finished and liveable floor area.

No trailers, shocks 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 form animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

No form animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots 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 a 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 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 }

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 11th day of October, 1973
Virginia D. Pyle
 Notary Public
 My commission expires March 30, 1974

This instrument is prepared by
 MIDSTATES ENGINEERING CO. INC.
 301 S. Main St. Reg. Land Surveyor #13780 (Ind.)

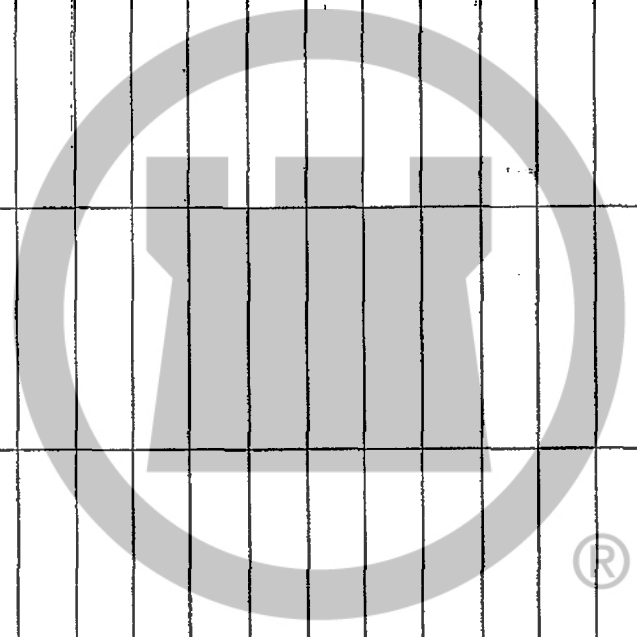
COMMISSION CERTIFICATE
 UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1941, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF CARMEL, INDIANA.
 ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD _____

John P. ...
 PRESIDENT
James B. ...
 SECRETARY

Cool Creek North
General 4th

SUBDIVISION

DOCUMENT No.	INST.	DOCUMENT No.	INST.
5-52	Plat		



CHICAGO TITLE

Building

Utility

Lines?

Easement?

Township *Capital*

Covenants, conditions and restrictions contained in *the plat of*

Carl Reed Plat Sec. 8 and *12/11/73* & rec'd *4/23/74* in

P.B. 588-53-53 as Inst. # *3226* relating to use, type,

character, ~~construction~~, height, ground floor area, ~~cont~~ and location of

1 q.p.

buildings and appurtenances; *1 q.p.*

proval of building plans, specifications and plot plans by committee;

fences, walls, trees, plantings and sight lines; water supply and/or

sewage disposal systems; ~~land area and subdivisions~~; farm animals;

fowl and/or domestic animals & pets for commercial purposes; noxious

or offensive uses and nuisance; ~~signs~~; ~~interlocking~~ ~~liquors~~. *He*

dividing shall take as yet done by Carl Reed.

NO Reverter.

T.L.