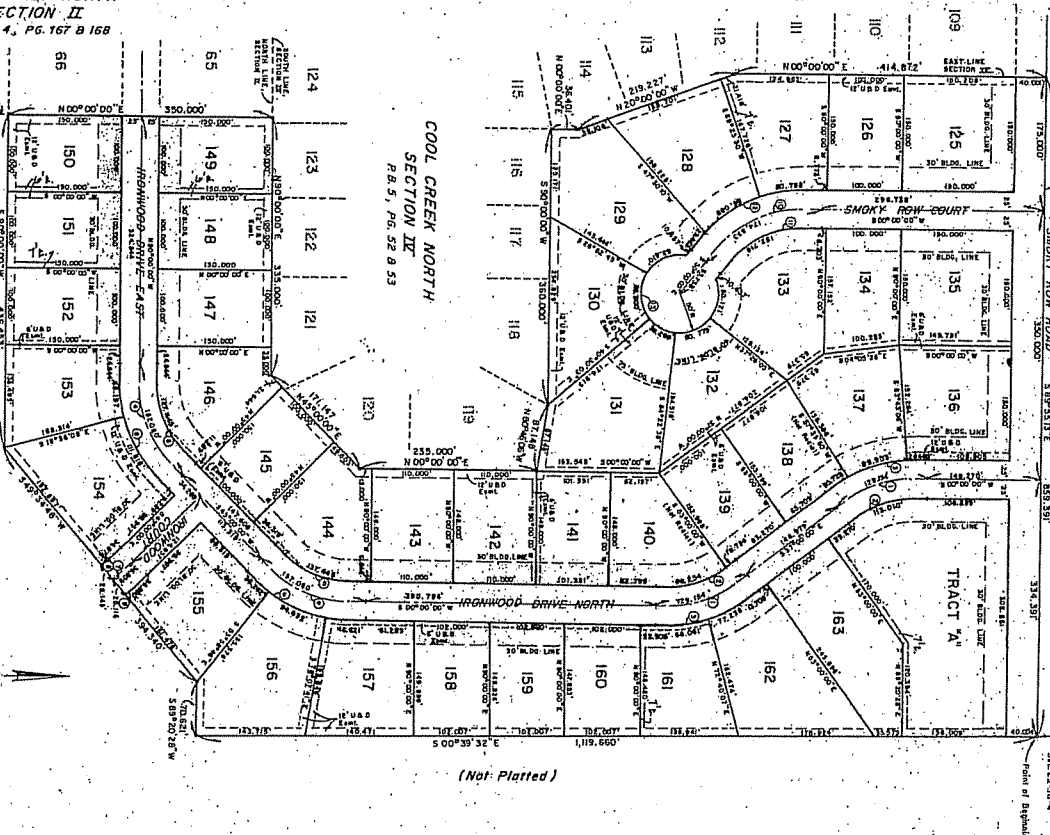


COOL CREEK NORTH SECTION II
R.B. 4, PG. 167 & 168

COOL CREEK NORTH SECTION III
R.B. 5, PG. 52 & 53

COOL CREEK NORTH SECTION FIVE



(Not Platted)

CERTIFICATE OF SURVEY

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

From the Northeast corner of the aforementioned quarter section; running thence S 00°59'32" E on and along the East line of the aforementioned quarter section a distance of 112,160 feet; running thence S 89°20'28" W a distance of 70,821 feet per section a distance of 436,433 feet a distance of 394,340 feet; running thence S 90°00'00" W a distance of 436,433 feet to a distance of 394,340 feet in Cool Creek North Section II; Plat Book 7, pages 167 and 168; thence corner of said section; running thence S 90°00'00" W a distance of 436,433 feet to a point on the Southern line of Lot 124 in Cool Creek North Section IV; Plat Book 5, pages 102 and 103; recorded in Public Records of Hamilton County, Indiana; running thence S 90°00'00" E a distance of 100,000 feet; running thence N 45°00'00" E a distance of 171,147 feet; running thence N 00°00'00" E a distance of 171,147 feet; running thence N 171°147'00" E a distance of 171,147 feet; running thence N 80°46'08" W a distance of 87,148 feet; running thence S 72°50'00" E a distance of 87,148 feet; running thence N 00°00'00" E a distance of 36,401 feet; running thence N 22°00'00" E a distance of 219,227 feet; running thence N 00°00'00" E a distance of 414,872 feet to a distance of 219,227 feet; running thence N 00°00'00" E a distance of 414,872 feet to a point on the aforementioned quarter section; running thence S 89°55'13" E on and along S3110 of the aforementioned quarter section; running Point of Beginning, containing 21,100 Acres. Subject to 811, 1891, 1191; rights-of-way and easements of record.

This subdivision consists of 26 lots, numbered consecutively from 125 thru 163, both inclusive, and streets as shown by figures denoting feet and decimal parts thereof. Shown on this plat by figures denoting feet and decimal parts thereof.

CERTIFIED THIS 5th day of November, 1974.
MID-STATES ENGINEERING CO., INC.
SOL C. HILL
Registered Land Surveyor No. 9788-Indiana



COOL CREEK NORTH SEC. V
CURVE DATA

Curve #	Δ	R	T	CH
1	37°00'00"	175,000'	66,919'	150,154'
2	37°00'00"	200,000'	56,554'	176,922'
3	37°00'00"	225,000'	75,284'	145,289'
4	45°00'00"	200,000'	82,843'	142,787'
5	45°00'00"	225,000'	72,487'	153,073'
6	45°00'00"	225,000'	72,487'	133,939'
7	10°25'14"	202,681'	18,480'	172,208'
8	11°14'46"	177,661'	17,492'	34,806'
9	50°46'38"	227,661'	19,472'	38,850'
10	50°46'38"	170,000'	83,262'	38,803'
11	50°46'38"	225,000'	174,533'	169,047'
12	50°46'38"	225,000'	152,718'	142,916'
13	300°00'00"	50,000'	104,919'	150,178'

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

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 to all lines in this subdivision shall take title subject to the 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.

In 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 livable 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, shocks or out-houses 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 some, the owner may proceed then with the building according to the plans as approved within a period of fifteen (15) days from the submission date of the 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 sightlines.

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, which shall remain in full force and effect.

In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed. 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
Carmel S. Dowson
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 the signatures thereto.
Witness my signature and seal this 1st day of December, 1974

Notary Public
My commission expires March 30, 1978

This instrument is prepared by
MIDSTATES ENGINEERING CO. INC.
A
COMMISSION - CERTIFICATE
UNLESS OTHERWISE PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, AND ANY ORDINANCES ADOPTED BY THE TOWN BOARD OF TOWNSHIP OF CARMEL, INDIANA.
ADOPTED BY THE TOWN PLANNING COMMISSION AT A MEETING HELD ON DEC. 17, 1974