

# 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 25, 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 353.282 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 360.000 feet; thence South 00°00'00" West a distance of 56.000 feet; thence South 00°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 84.000 feet; thence South 14°00'00" East a distance of 195.000 feet; thence South 31°55'00" East a distance of 234.358 feet; thence South 05°56'44" East a distance of 55.973 feet; thence South 17°18'32" West a distance of 152.845 feet; thence South 05°45'50" East a distance of 133.758 feet; thence South 07°46'55" West a distance of 288.470 feet to a point on the south line of the aforementioned northwest quarter section; continuing thence South 07°45'55" West a distance of 41.817 feet to a point on the centerline of State Road #234; 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 302.899 feet; thence North 00°00'00" East a distance of 33.833 feet to the point of beginning, containing in all 21.885 acres, subject, however, to any legal highway, 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. N. Franklin*  
M. N. FRANKLIN  
Registered Land Surveyor No. 8820



# Lot no  
6338

NOTE

PROPERTY LINES AT ALL STREET INTERSECTIONS ARE ROUNDED OFF BY 1/4" EACH; HOWEVER, THE DIMENSIONS SHOWN ARE TO THE "P" OF THE ARC.

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

JUL 28 1972

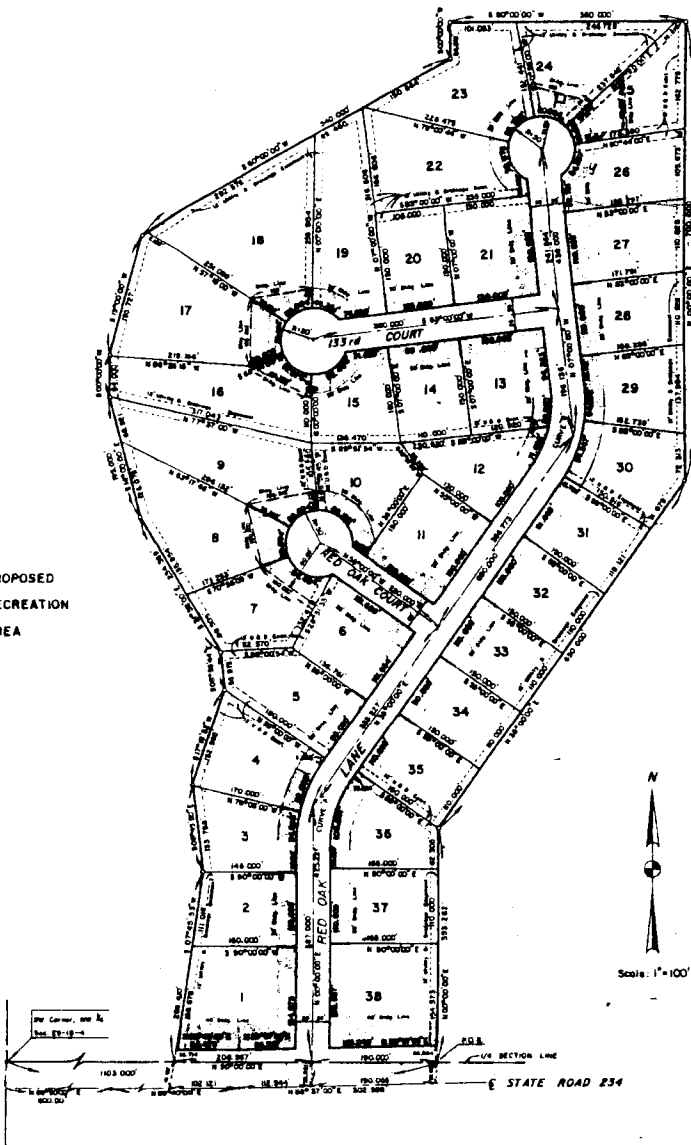
BOOK 4 PAGE 98  
*June M. Hedger*  
RECORDER HAMILTON COUNTY, INDIANA

CURVE DATA					
CURVE	I	D	R	L	T
"A"	W E	1103.000	245.000	37.549	70.851
"B"	E E	353.282	650.000	65.000	130.000
"C"	E E	353.282	178.000	108.800	166.177
"D"	W E	360.000	178.000	108.800	166.177
"E"	E E	360.000	178.000	108.800	166.177
"F"	E E	360.000	178.000	108.800	166.177



Scale: 1" = 100'

PROPOSED  
RECREATION  
AREA



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. 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 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.

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

*James H. Danner*  
James H. Danner  
1001 Reed Ripley 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 signatures thereto.

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

*James H. Danner*  
Notary Public

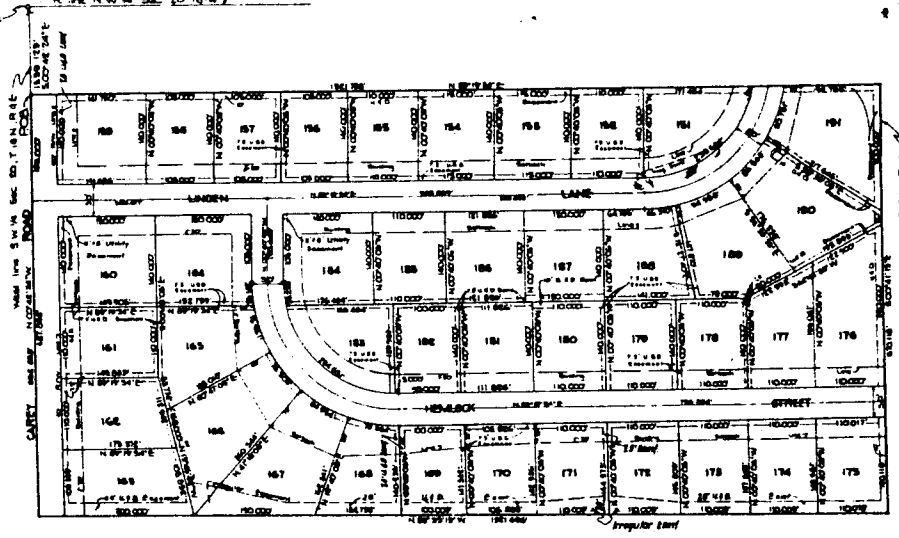
My commission expires February 4, 1976

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 THEREOF 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 JULY 15, 1972

This instrument is prepared by  
MIDSTATES ENGINEERING CO INC  
*M. N. Franklin*

CARMEL TOWN PLAN COMMISSION  
*James H. Danner* PRESIDENT  
*James H. Danner* SECRETARY



11233

4  
7-147

**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 1/2 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:

Connecting at the Northwest corner of said Southwest Quarter Section; thence South 00°42'19" East on and along the West line of said Quarter Section a distance of 1321.129 feet to the point of beginning of this description; thence North 09°19'54" East a distance of 1321.796 feet to a point on the East line of the West 1/2 of the Southwest Quarter of said Section 20; thence South 09°41'15" East on and along the East line of said 1/2-Quarter Section a distance of 570.118 feet; thence North 09°55'12" West a distance of 1321.686 feet to a point on the West line of the Southwest Quarter of said Section 20; thence North 00°42'19" West on and along the said West line thereof a distance of 652.883 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 15th day of August, 1979  
MID-STATES ENGINEERING CO., INC.

*Loonice*  
Sol C. Miller  
Registered Land Surveyor #9788 - Indiana

**DULY ENTERED FOR TAXATION:**  
15th day August 1979  
Barbara J. Jennings Auditor  
Hamilton County

**CURVE DATA**

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
A	90°00'00"	200.000'	200.000'	314.159'	282.843'	S45°40'06"E
A1	90°00'00"	225.000'	225.000'	353.429'	318.198'	S45°40'06"E
A2	90°00'00"	175.000'	175.000'	274.889'	247.487'	S45°40'06"E
B	76°37'47"	175.000'	142.887'	239.652'	221.359'	N50°08'00"E
C	79°36'17"	200.000'	167.586'	278.978'	256.905'	N48°22'16"E
	81°32'04"	225.000'	192.342'	318.287'	292.404'	N48°48'22"E

**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 or 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, or 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 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, 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 damages 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 covenants 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 remanstrate 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  
2001 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 15th day of August, 1979

Notary Public *Loonice*  
My commission expires August 27, 1983

**COMMISSION CERTIFICATE**

UNDER AUTHORITY PROVIDED BY CHAPTER 124, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF CARMEL, INDIANA

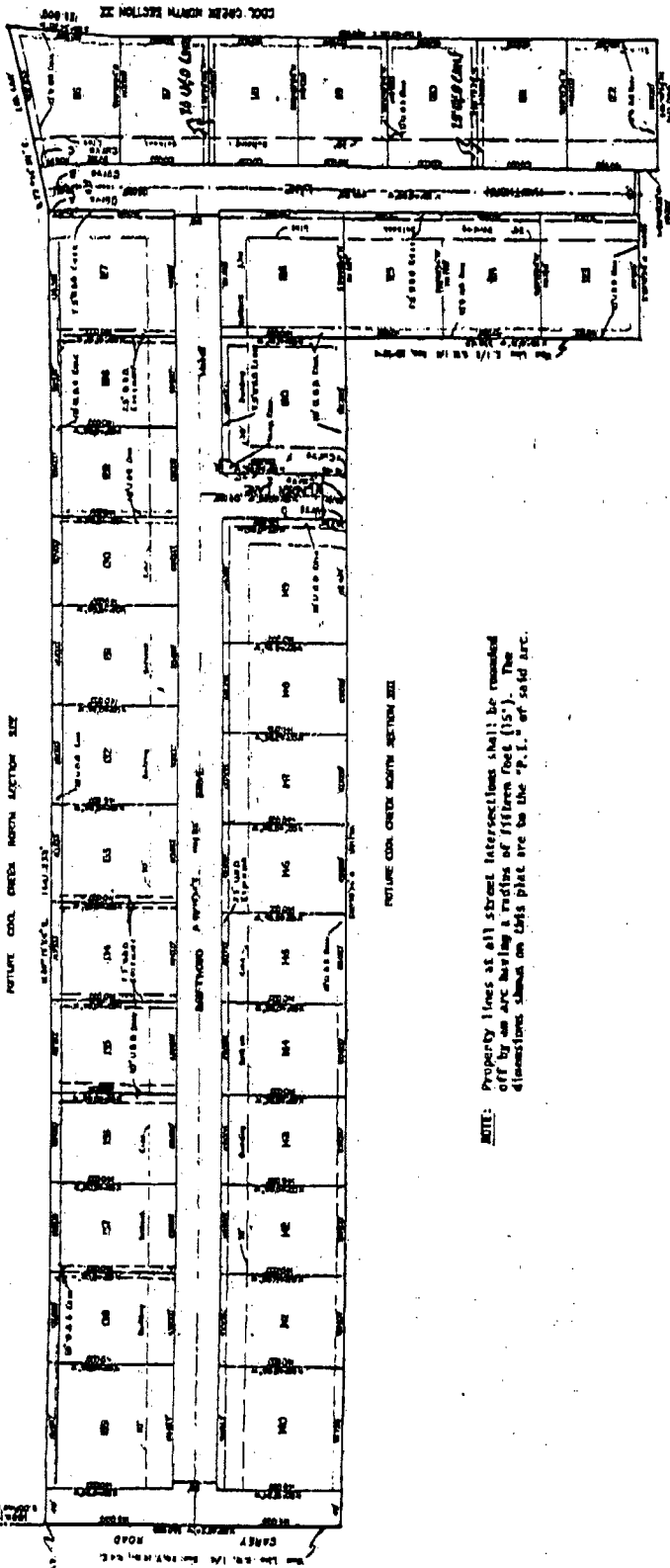
ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD  
*Joseph S. Dawson* PRESIDENT  
*Loonice* SECRETARY

This instrument is prepared by  
MIDSTATES ENGINEERING CO. INC.

*Loonice*  
Sol C. Miller Reg. Land Surveyor No. 9788-Ind

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

*Loonice*



**CERTIFICATE OF SURVEY**

I, the undersigned, do hereby certify the attached plat to be true and correct in the best of my knowledge and belief, representing a subdivision of part of the Southwest Quarter of Section 26, 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°45'54" East on and along the West line of said Quarter Section a distance of 1029.123 feet to the point of beginning; thence South 89°51'15" West a distance of 7443.233 feet; thence South 89°51'15" West a distance of 210.865 feet; thence South 00°45'54" East a distance of 125.000 feet; thence South 89°51'15" West a distance of 686.000 feet; thence South 00°45'54" East a distance of 148.000 feet; thence South 89°51'15" West a distance of 191.676 feet to a 40' x 40' iron pin at the East 1/4th of the Southwest Quarter of said Section 26; thence South 00°45'54" East on and along the West line of said Quarter Section a distance of 324.122 feet; thence South 89°51'15" West a distance of 1251.798 feet to a point on the West line of the Southwest Quarter of said Section 26; thence North 89°51'15" West on and along the said West line a distance of 378.630 feet to the point of beginning, containing in all 15.271 acres, subject, however, to all legal claims, rights-of-way and easements of record.

This subdivision consists of 24 lots, numbered from 1 to 24, with facilities 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 28th day of July, 1978  
 HEB-STATES ENGINEERS CO., INC.

*Handwritten signature*  
 Registered Land Surveyor #9788 - Indiana



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 P.  
 7  
 146

**CURVE DATA**

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
A	07°45'13"	175.000'	15.111'	30.149'	30.111'	N85°38'14"W
B	10°08'51"	200.000'	17.357'	38.421'	38.375'	N85°44'32"W
C	10°21'41"	225.000'	20.488'	40.882'	40.837'	N86°53'55"W
D	11°38'13"	175.000'	17.611'	35.338'	35.178'	N85°06'30"E
E	10°04'42"	200.000'	17.618'	35.781'	35.736'	N86°27'15"E
F	08°58'58"	225.000'	13.603'	26.142'	26.108'	N83°40'22"E

11232

**COOL CREEK NORTH  
 SECTION TWELVE**

DAILY ENTERED FOR TAXATION

15 day August 19 79

*Handwritten signature*  
 Auditor  
 Hamilton County

The undersigned, owners of the above described real estate, hereby certify that they do not own any other real estate in the same in accordance with this plat and certificate. The streets in and hereby dedicated to the public. There are strips of ground as shown on this plat and marked "U B 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 subdivision. 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 fireable 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, stacks or autohouses 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 unwholesome 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 plat 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 situations 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 improve 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 damages or other relief 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.

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, which shall remain in full force and effect. No owner of any lot shown herein shall have the right to remonstrate against appropriation 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  
*Edward S. Dawson*  
 Edward S. Dawson  
 601 Grand Rapids 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, 1982.

Notary Public  
*Betty S. Hillman*  
 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.

*Ed Miller*  
 Reg. Land Surveyor No. 9766 (Ind.)

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 194, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF CARMEL, INDIANA.

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD

*E. S. Dawson*  
 President  
*Ed Miller*  
 Secretary