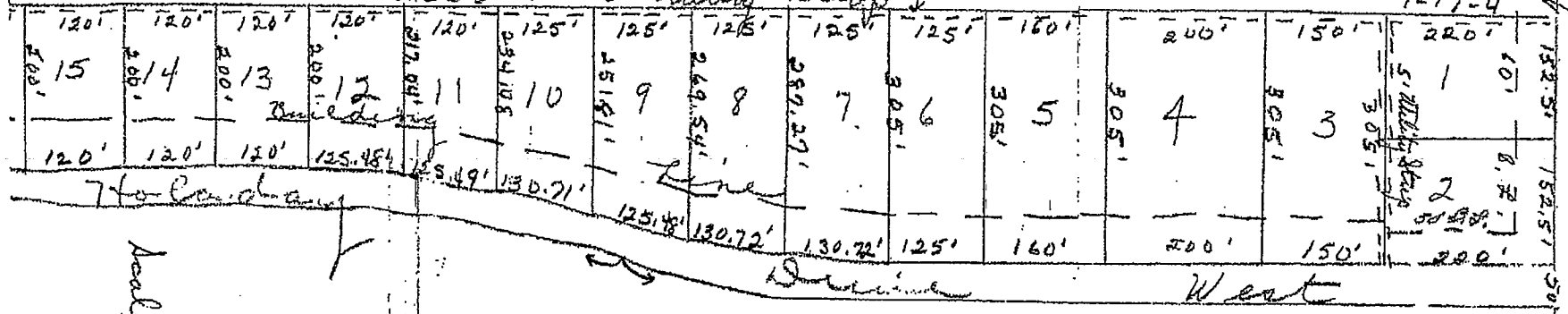


VW 7-17-4

HN Cole & NW 7-17-4



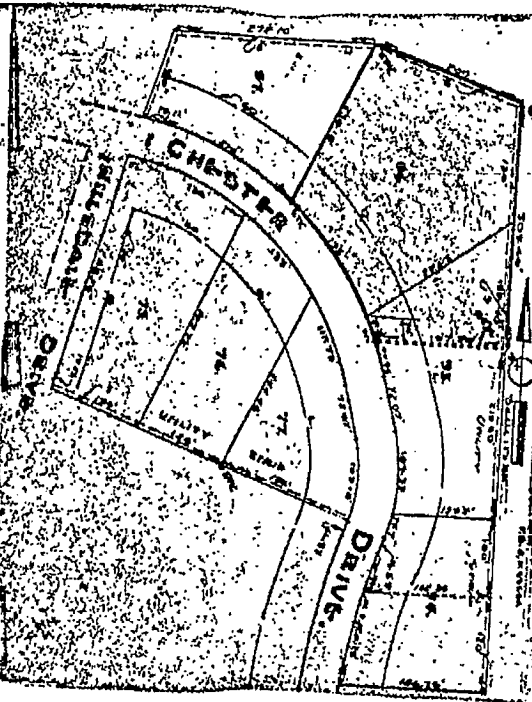
106 002
355'

Plat of Holiday Hills &
Dales First Section

Handwritten initials or signature.

11224
 Ernest R. Hamilton Associates, Inc.
 54
 215

SURVEY OF
 LOT 96 AND PART OF LOT 97
 IN HOLIDAY HILLS AND DATES



CORRECTED OF JUDICI

1. The under signed, hereby certify, the above plat to be true and correct, as the same is reported to me by the surveyors, and as the same is shown on the plat of record No. 7, pages 55 and 56, of the records of Hamilton County, Ohio.

2. There is no objection as shown hereon and no encumbrances of any kind were found to be existing.

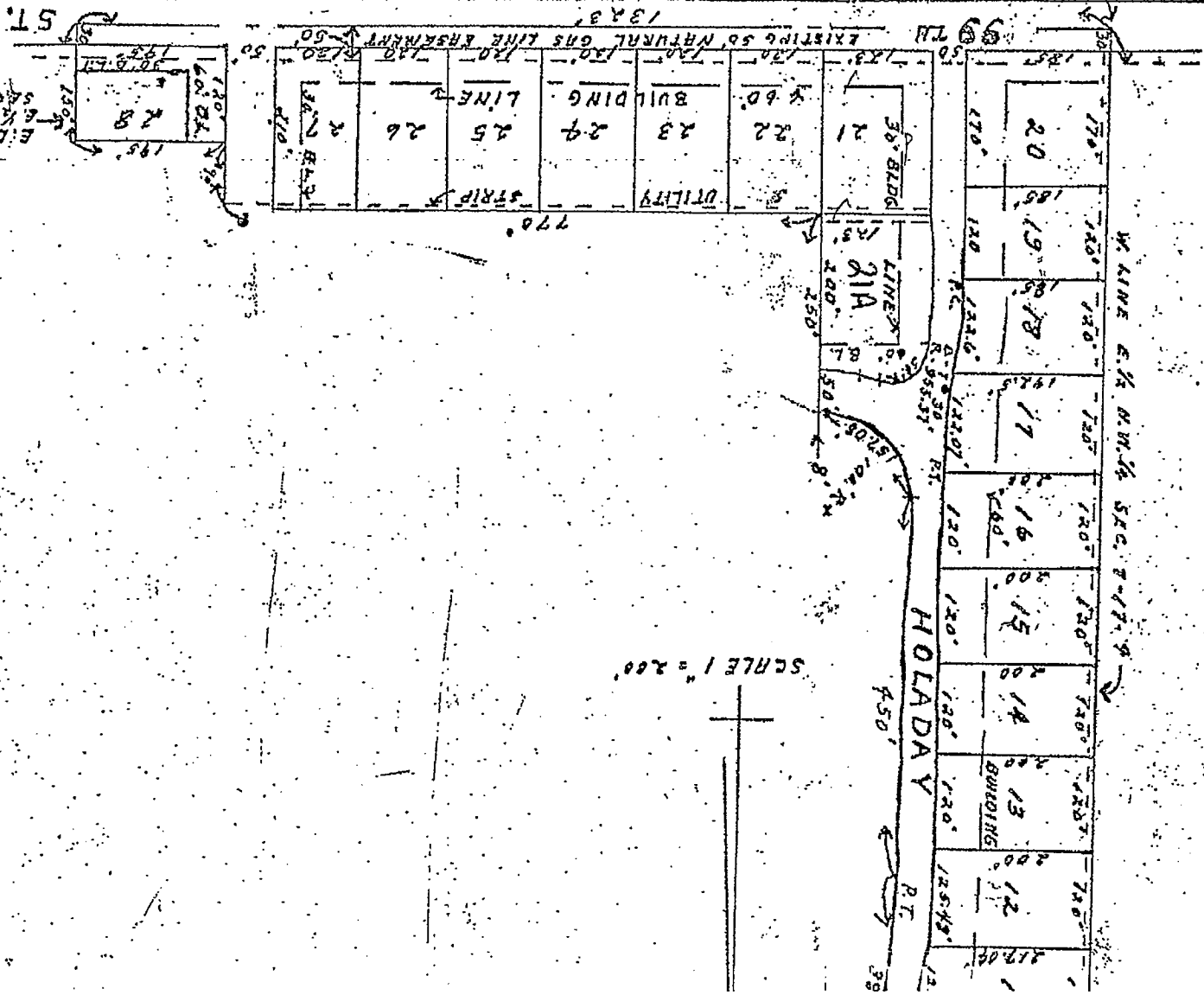
Certified this 20th day of June, 1928.

Ernest R. Hamilton Associates, Inc.
 11224
 215
 The above is a true copy recorded in Hamilton County, Ohio, on the 20th day of June, 1928.
 District Clerk, Recorder Hamilton County, Ohio.



Pills Exh. 5 m 3 pages
 Defts Exh. 861-3013

Case No. 861-3013
 Defts Exh. 861-3013
 Superior Court of Marion County, Ky

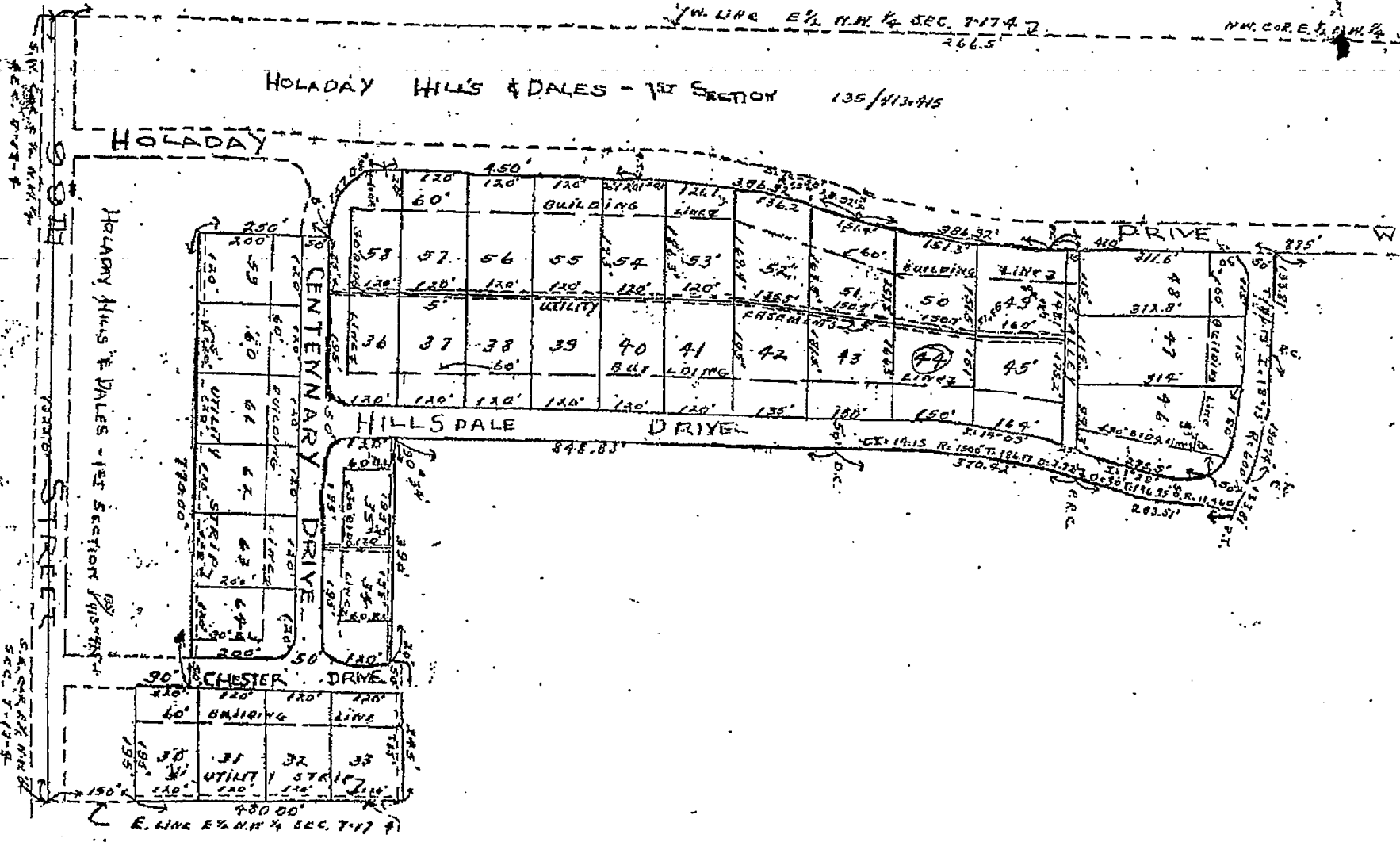


FEB-29-96 THU 8:46
 Kirby Bros Surveying
 261-3013
 Mr. E.H. ...

KIRBY BROS SURVEYING

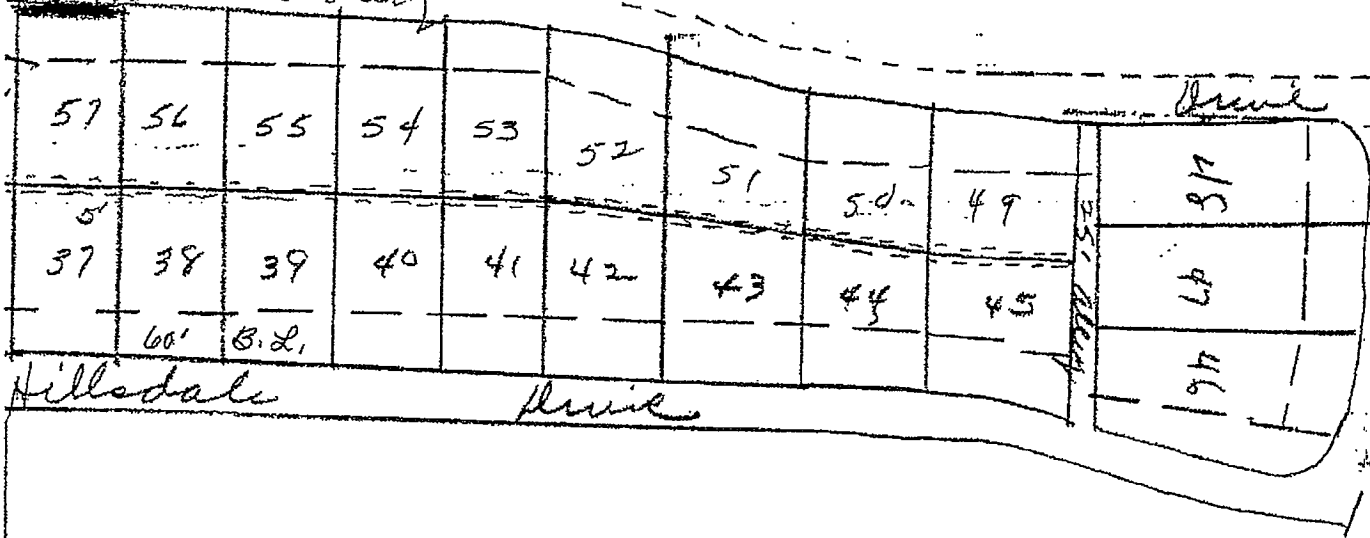
FAX NO. 3178768189

P. 01



Holiday Hills + Dale's 1st Sec.

3811475 Holiday

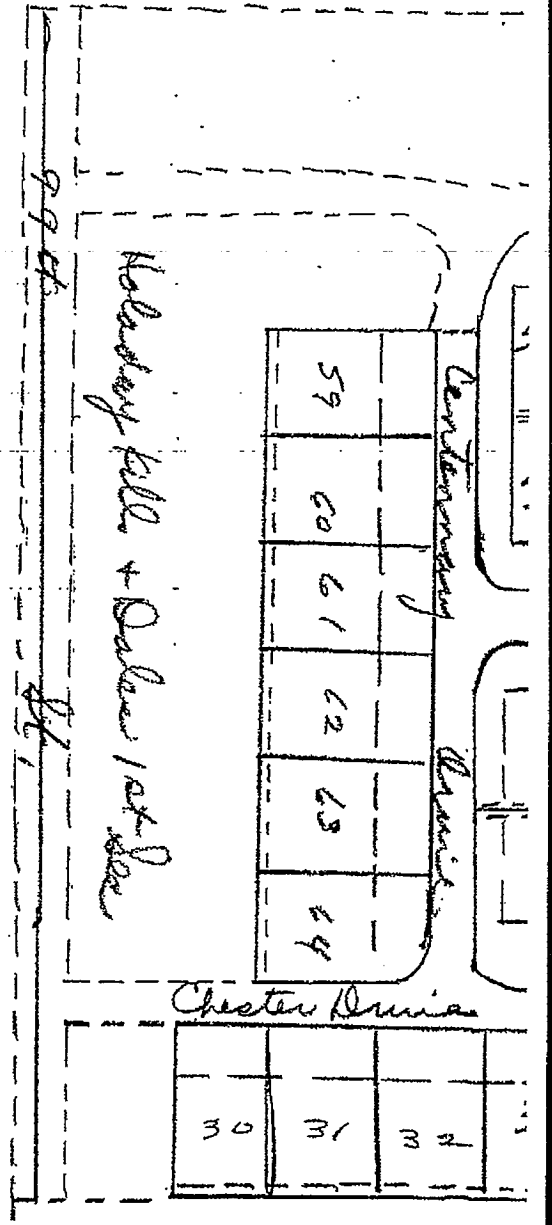


↑ N (per Holiday Assoc.)

Plot of Holiday Hills + Dale's 1st Sec.

10644

14



Entry No.

Page No.

Plat

Book Deed Record 139

of

Page 376-377

Holaday Hills & Dale's Second Section

Inst. Plat

Dated October 25, 1953

Recorded July 6, 1954

Cons.

I, the undersigned, hereby certifies that the plat is true and correct and represents a survey and plat of part of the East Half ($\frac{1}{2}$) of the North West Quarter ($\frac{1}{4}$) of Section 7, Township 17 North, Range 4 East in Hamilton County, State of Indiana, more particularly described as follows to wit: - Beginning at a point 355.00' East of and 175.00' Feet South of the North West corner of the East Half ($\frac{1}{2}$) of the North West Quarter ($\frac{1}{4}$) of the said section, thence south along the east property of Holaday Hills and Dale's 1st Section recorded in Record Book #135, Page #113-115 of the Recorder's Office of Hamilton County, Indiana, a distance of 110.00'; thence in a Southwesterly direction on a 30 1/5' curve to the right a distance of 386.92 to a point of reverse curvature, thence in a southerly direction on a 30 1/5' curve to the left a distance of 386.92 to a point of tangency; thence south parallel to the west line of said East Half Quarter ($\frac{1}{2}$ - $\frac{1}{4}$) Section a distance of 450.00'; thence on a curve to the left having an intersection angle (I) of 90 00' and a radius 100.00' a distance of 157.08' feet; thence East 8.00' feet to a point said point being 490.00' feet north of and 358.00' feet east of the south west corner of said half quarter ($\frac{1}{2}$ - $\frac{1}{4}$) section; thence south parallel to the west line of said east half said half quarter ($\frac{1}{2}$ - $\frac{1}{4}$) section a distance of 250.00' feet; thence east and parallel to the south line of said half quarter ($\frac{1}{2}$ - $\frac{1}{4}$) section a distance of 770.00' feet; thence south and parallel to the east line of said half quarter ($\frac{1}{2}$ - $\frac{1}{4}$) section a distance of 90.00' feet; thence east and parallel to said south line a distance of 195.00' feet to a point in the east line of said east half of the northwest quarter ($\frac{1}{4}$) section, being 150.00' feet north of the north east corner of said half quarter ($\frac{1}{2}$ - $\frac{1}{4}$) section; thence north along said east line a distance of 480.00' feet; thence west parallel to the south line of said half quarter ($\frac{1}{2}$ - $\frac{1}{4}$) section, a distance of 245.00' feet thence south parallel to said east line a distance of 20.00' feet; thence west parallel to said south line a distance of 390.00' feet; thence deflecting to the right 890 261' in a northerly direction a distance of 818.83' to a point of curvature, thence along a curve to the right with I = 140 09' D = 3.820 T = 186.17', a distance of 370.42', to a point of reverse curvature, thence along a curve to the left with an I = 10 28' 00" D = 00 30' 00" T = 146.75' a distance of 293.51' to a point of tangency, thence deflecting to the left 860 05', from a tangent of the last described curve a distance of 133.81' feet; thence a long a curve to the left with

Noblesville Title and Abstract Company

Noblesville, Indiana

Entry No.

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an E = 180° 13' D = 600.00' feet, T = 96.19 a distance of 190.74' feet, thence west parallel to said south line a distance of 133.81' feet to the east property line of "Holaday Hills and Dales" First Section being also the place of beginning containing in all 23.95 Acres, more or less, subject, however, to all legal highways and rights-of-way.

This Subdivision consists of thirty-five (35) lots numbered from 30 to 64 both inclusive. The widths of streets and size of lots are shown herein feet and decimal parts thereof.

Witness my signature this 20th day of October 1953 A. D.

Herbert Bloemker
Registered Engineer #1836 State of
Indiana (State Seal Attached.)

We, the undersigned Willard G. Holaday and Margaret D. Holaday, husband and wife, owners of the above described real estate hereby certify that they do hereby lay off, plat, and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as "Holaday Hills & Dales" Second Section. The streets shown herein are hereby dedicated to public use.

There are strips of ground 5' feet in width marked "Utility Easements or Strips" as shown herein and are hereby reserved for purposes of drainage and for the installation and maintenance of poles, mains, line, wires, ducts, drains and sewers, subject at all times to the authority of the proper civil authority and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, and such owners shall take their titles subject to the rights of such public utilities and to the rights of the owners of other lots in this subdivision for ingress and egress, in, along, across and through the several strips so reserved.

All lots in this subdivision shall be known and designated as residential lots and no structure shall be erected, altered, placed or permitted to remain on any lot therein other than one detached single family dwelling, not exceeding two and one-half stories in height, and a private garage for not more than three (3) cars and residential accessory buildings.

No hotel building, boarding house, rooming house, double house, duplex, mercantile building, factory building or building of any kind for commercial use, shall be erected or maintained on any tract in this subdivision, excepting, however, that double houses and duplex's may be permitted upon approval of the building committee hereinafter provided for:

No building, structure or appurtenance thereto, except fences, shall be located near than 10 feet to any side lot line, where buildings are built upon more than one singlelot, this restriction shall apply to the side property lines of the extreme boundaries of the multiple lots. No residence shall be wider than 80% of the frontage of the tracts upon which it is situated, including porches or attached garages.

No trailers, shacks, or outhouses of a permanent or temporary nature or kind shall be erected or situated on any lot except during the period of construction of a proper structure and for the use of the builder for materials and tools.

No cattle, horses, or sheep shall be permitted on any lot or lots in this subdivision, no poultry, unless tightly fenced and housed, shall be permitted thereon. No pets or domestic animals shall be kept thereon for commercial purposes.

Front and side building lines are hereby established and between such lines and the street property lines there shall be erected, however, upon approval of the building committee herein-after provided. No private or semi-public water supply and/or sewage disposal system may be located upon or adjacent to any lot or lots in this subdivision that 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 or absorption field shall be located or constructed except as approved by said health authority, or shall any other method of sewage disposal be installed or used on any lot or lots herein. Streets in this subdivision shall not be less than 50 feet in width and constructed by grading 30' feet in width, drained and graveled at least 20' feet wide at a 6" inch minimum depth.

The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1100 sq. ft. in the case of a one-story structure and not less than 850 sq. ft. in the case of a one and one-half, two or two and one-half story structure, provided that no structure of more than one-half story shall have less than an aggregate of 990 square feet of finished and liveable area.

No building shall be placed, erected or altered on any building plot in said subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Willard G. Holaday, Margaret D. Holaday and Stanley B. Beach or by a representative designated by the members of said committee. In the event of 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 shall fail to act upon any plans, submitted for approval, within a period of 15 days from the submission of the same, the owner may then proceed with the building according to the plans submitted, such plans, however, shall not be contrary to any of the provisions, covenants, conditions or restrictions named in this instrument; and the failure of said committee to act within 15 days shall be deemed an approval of the plans so submitted. Neither the members of said committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee or designated representative, shall

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cease on and after December 31, 1973. Thereafter the approval described in this covenant shall not be required, unless prior to said date and effective thereon, a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by the said committee.

If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person or persons, owning any real property situated herein, to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from sodding to recover damages or other dues for such violation.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them until December 31, 1973, at which time said covenants shall be automatically extended for successive periods of 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.

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

Witness: Our signatures this ___ day of October 1953.

Willard G. Holaday
Margaret D. Holaday

COUNTY OF HAMILTON)
STATE OF INDIANA) SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Willard G. Holaday and Margarete D. Holaday and each, separately and severally acknowledged the execution of the foregoing instrument as his and her voluntary act and deed for the use and purposes therein expressed and affixed their signatures thereto.

Witness: my signature and notarial seal this 25 day of October, 1953.

Phyrza Peters
Notary Public

My commission expires May 25, 1956
Streets herein will be constituted as per specifications as approved by the Hamilton County Commissioners, dated November 5, 1951.

Approved by the Hamilton County Planning
Commission

R. D. Horney Pres.
O. V. Winks Sec.
Date July 3 - 1954

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Noblesville, Indiana

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Approved by the Hamilton County
Commissioners

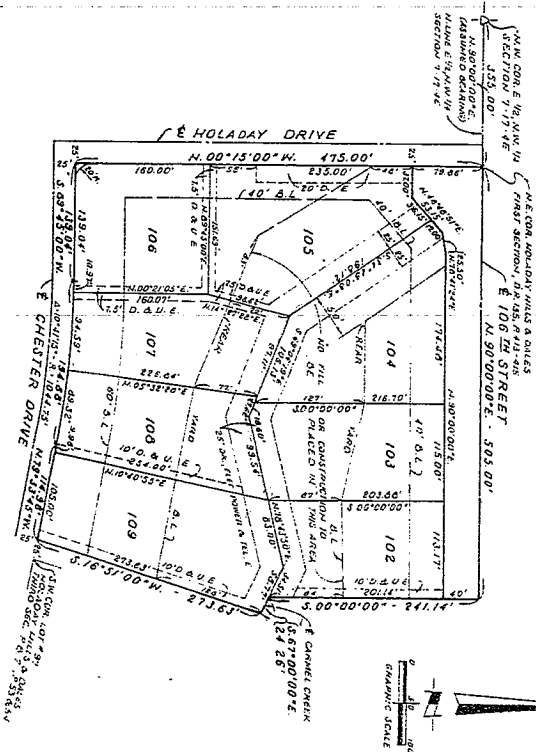
Wesley M. Williamson
P. H. McClintock
C. R. Gilkey

Attest Harry C. Griffin Auditor

Date July 7th, 1954

Noblesville Title and Abstract Company
Noblesville, Indiana

HOLADAY HILLS & DALES SECTION FOUR



RECEIVED FOR RECORD
 MAR 22 2008
 PAGE 92-93-94
 MAR 25 2007

THESE MINIMUM FLOOD PROTECTION ELEVATIONS HAVE BEEN SET BY THE INDIANA DEPT. OF NATURAL RESOURCES FOR THE FOLLOWING LOTS:

LOT N 1 102, EL. - 794.1
LOT N 1 101, EL. - 793.2
LOT N 1 104, EL. - 793.2
LOT N 1 105, EL. - 793.7
LOT N 1 106, EL. - 793.2
LOT N 1 107, EL. - 793.2
LOT N 1 108, EL. - 791.1
LOT N 1 109, EL. - 791.1

NOTE: FOR INFORMATION PERTAINING TO DEVELOPMENT, PLS. SEE

Plat plans showing proposed and existing elevations and location of septic field and well shall be prepared by a Registered Engineer or Registered Land Surveyor and upon completion of the structure the finished elevations and proposed building elevations shall be checked by the Engineer or Land Surveyor and then submitted to the Building Commission.

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a subdivision of Part of the East Half of the Northwest Quarter of Section 7, Township 17 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the North line of the East Half of the Northwest Quarter of Section 7, Township 17 North, Range 4 East that is North 90 degrees 00 minutes 00 seconds East (assumed bearing) 335.00 feet from the Northwest corner of said East Half, said point being the West corner of Holaday Hills and Dales, First Section, as per plat thereto, recorded in Deed Record 135, pages 413, 414, and 415, in the Office of the Recorder of Hamilton County, Indiana; thence North 505.00 feet; thence South 09 degrees 00 minutes 00 seconds North line to the centerline of Carmel Creek; thence South 67 degrees 00 minutes 00 seconds East on and along said centerline 24.26 feet; thence South 16 degrees 31 minutes 00 seconds West 273.63 feet to a point on the North line of Chester Drive in Holiday Hills and Dales, Second Section, as per plat thereto, recorded in Deed Record 139, pages 375, 376, and 377, in the Office of the Recorder of Hamilton County, said point being North 78 degrees 33 minutes 46 seconds West 25.00 feet from the Southwest corner of Lot #87 in Holiday Hills and Dales, Third Section, as per plat thereto, recorded in Plat Book 2, pages 53 and 54, in said Recorder's Office; thence North 79 degrees 35 minutes 45 seconds West on and along the North line of said Chester Drive 114.98 feet to the point of curvature of a curve to the left having a radius of 1094.73 feet; the radius point of which bears South 10 degrees 28 minutes 18 seconds West from said point; thence Westerly on and along said North line of Chester Drive on said curve to the left 184.88 feet to the point of tangency of said curve, which bears North 00 degrees 13 minutes 00 seconds West from said radius point; thence North 89 degrees 45 minutes 00 seconds West on and along the North line of said Chester Drive 139.04 feet to the East line of Holiday Drive in the aforesaid First Section of Holiday Hills and Dales; thence North 00 degrees 15 minutes 00 seconds West on and along said East line of Holiday Drive and the prolongation thereof 475.00 feet to the Place of Beginning, containing 5.53 acres, more or less. Subject to all legal easements and rights of way.

This subdivision consists of 8 lots, numbered from 102 to 109, both inclusive, the size of lots are shown in Figure denoting feet and decimal parts thereof.

Witness my signature this 1st day of March, 19 22
 Allan H. Welch, Reg. L.S. - Indiana #10398

25 March 77

1 of 3

The undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed upon said plat and shall run with the land contained in such plat.

This subdivision shall be known and designated as HOLIDAY HILLS & DALES - FOURTH SECTION, an addition to Hamilton County, Indiana.

There are strips of ground as shown on this plat and marked "Utility Strips" which are hereby reserved for the use of Public Utilities, not including Transportation Companies, for the installation and maintenance of poles, main, ducts, drainage, lines, and wires subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent or other structures are to be erected or maintained upon said utility easements, but 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 other than open unenclosed, one-story porches.

No building, structure, or accessory building shall be erected closer to the side of any lot than ten feet or fifteen percent of the width of the lot at the building line, whichever is the lesser, except fences, where buildings are erected on more than one acre 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. *Lot's gaining access onto 100th Street will be required to provide a turnaround driveway*

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twelve-hundred square feet in the case of a one-story structure, nor less than nine-hundred square feet in the case of a 1 1/2, 2, or 2 1/2 story structure, provided that no structure of more than one story shall have less than an aggregate of twelve-hundred 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, necessary for housing his materials and tools.

No cattle, horses, sheep (nor poultry unless tightly fenced) nor domestic animals for commercial purposes shall be kept on any lot or lots in this subdivision.

No fence shall be erected on or along any lot lines, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light, or air, and all fences shall kept in good repair and erected reasonably so as to enclose the property and decrease 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 or adjacent to any lot in this subdivision which is not in compliance with regulation or procedure as provided by the Indiana State Board of Health or other civil authority having jurisdiction. No septic tank or absorption field shall be located or constructed except as approved by said Health authority, nor shall any other method of sewage disposal be installed or used on any lot or lots herein.

No fence, wall, hedge, shrub, or other planting which obstructs sight lines at elevations two (2) feet six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines, or in the case of a rounded corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet of the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such intersection unless the foliage there is maintained at sufficient height to prevent obstruction of such sight lines.

No building shall be erected, plated, or altered on any building plat 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 hereto and as to the building with respect to topography and finished ground elevation by a committee composed of Maurice A. Beach, Robert D. Beach, and Elizabeth L. Beach, 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 members 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 the authority of the committee 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.

All lots in this subdivision shall be improved with three (3) deciduous type shade trees.

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 inequity 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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, 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.

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

Owners and Subdividers

Robert D. Beach

Elizabeth L. Beach

STATE OF NEW YORK

COUNTY OF Hamilton)
) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert D. Beach and Elizabeth L. Beach, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the used and purposes therein expressed.

Witness my hand and Notarial Seal this 22 day of February, 1977

Notary Public

Howard A. Kopp

Notary Public

My Commission Expires

28 FEB 1978

77

Maurine A. Beach
Maurine A. Beach

Elmer G. Lundberg
Elmer G. Lundberg

Lucille T. Lundberg
Lucille T. Lundberg

Elmer G. Lundberg and Lucille T. Lundberg, do hereby join in the execution of the part of Holaday Hills & Dale - Fourth Section, as to say real estate described therein which they presently own and they agree to be bound by the covenants of each platred subdivision and herein after their particular parcel of real estate shall be known as Lot 109.

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Maurine A. Beach, Elmer G. Lundberg, and Lucille T. Lundberg, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the used and purposes therein expressed.

Henry K. Shimmick
Notary Public HENRY K. SHIMMICK

My Commission Expires
MARCH 15, 1977

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, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CARMEL AS FOLLOWS:

Adopted by the Carmel-Clay Plan Commission at a meeting held
Jan 18th, 1977.

CARMEL - CLAY PLAN COMMISSION

E. D. Galt
President

Donald M. ...
Secretary

25
M... 77