

Covenants

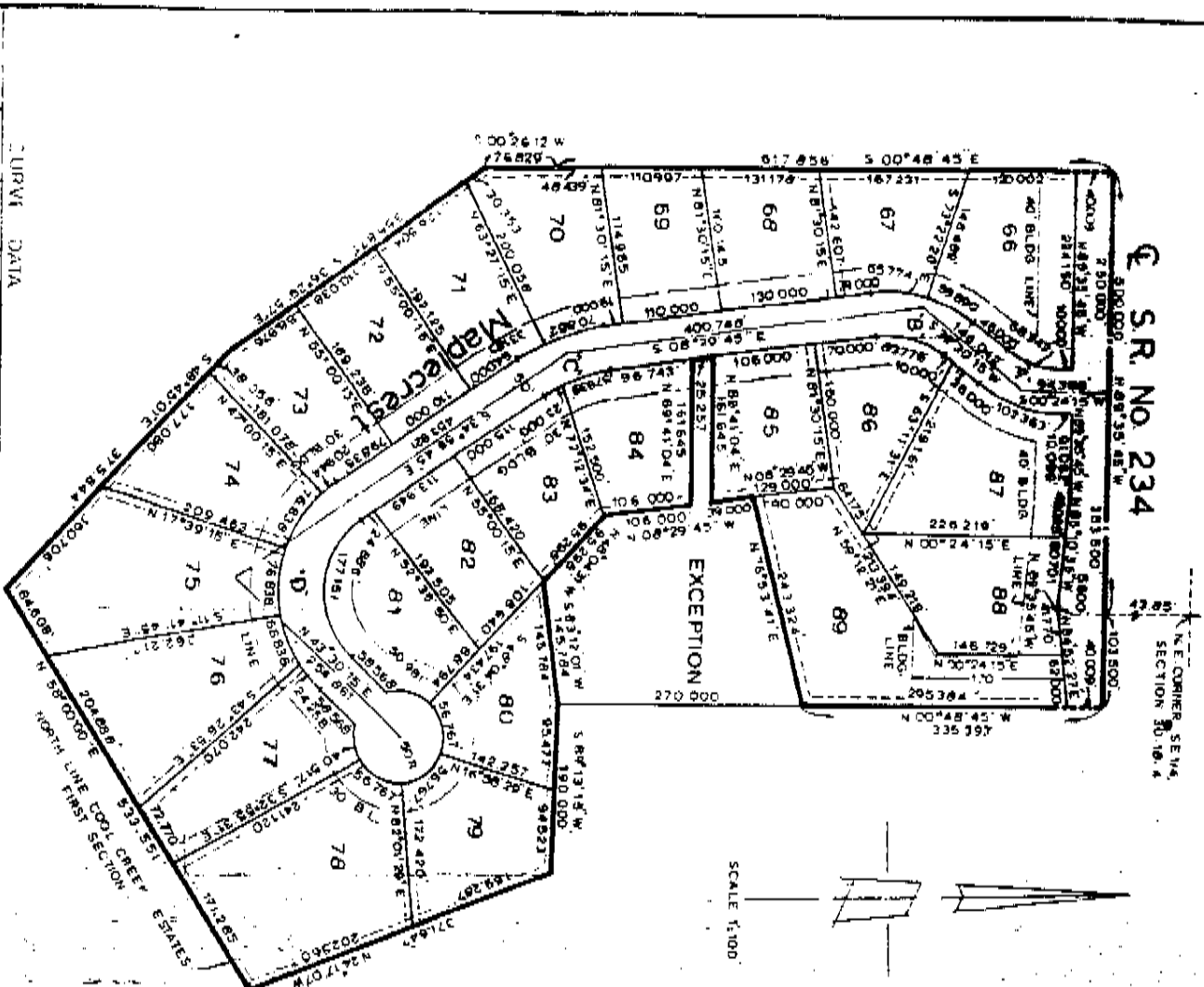
For

Cool Creek Estates, Third Section

11 pages —

Hamilton County

CURVE DATA					
CURVE	I	D	R	L	T
A	1070600	572029	100000	68242	35510
B	487000	381972	150000	102203	52215
C	263000	259646	200000	32502	47094



NOTE
 PROPERTY LINES AT ALL STREET INTERSECTIONS ARE
 ROUNDED OFF BY 1/2 RADII, HOWEVER DIMENSIONS
 ARE SHOWN TO P.I. OF RADII
 ALL EASEMENTS SHOWN HEREON ARE DRAINAGE AND
 UTILITY EASEMENTS AND ARE 10' WIDE ON EACH SIDE
 OF THE RESPECTIVE 10' WIDE UNDERGROUND

The undersigned hereby certify the above plat to be true and correct, representing a subdivision of part of the Southwest quarter of Section 29 and part of the Southeast quarter of Section 10, both in Township 18 North, Range 4 East, more particularly described as follows:

Beginning at a point in the centerline of State Road No. 234 said point being 43.85 feet south of the North-South corner of the aforementioned Southeast quarter of Section 30, Township 18 North Range 4 East; running thence N 89° 35' 45" W, on and along the centerline, a distance of 500.00 feet; running thence S 00° 48' 45" E a distance of 617.85 feet; running thence S 00° 26' 12" W a distance of 76.829 feet; running thence S 36° 29' 17" W a distance of 355.871 feet; running thence S 48° 45' 01" E a distance of 375.844 feet; running thence N 58° 00' 00" E a distance of 533.553 feet; running thence N 24° 17' 07" W a distance of 373.238 feet; running thence N 89° 13' 15" W a distance of 190.000 feet; running thence S 83° 12' 01" W a distance of 145.764 feet; running thence N 48° 04' 31" W a distance of 95.298 feet; running thence N 08° 29' 45" W a distance of 106.000 feet; running thence S 89° 41' 04" W a distance of 161.645 feet; running thence N 08° 29' 45" W a distance of 161.645 feet; running thence N 89° 41' 04" E a distance of 161.645 feet; running thence N 08° 29' 45" W a distance of 39.000 feet; running thence N 76° 53' 41" E a distance of 247.324 feet; running thence N 00° 48' 45" W a distance of 335.393 feet; and ending on the centerline of State Road No. 234; running thence N 89° 35' 45" W, on and along said centerline, a distance of 103.500 feet to the point of beginning; containing 11.15762 acres, subject, however, to any legal highways, rights-of-way, and easements.

This subdivision consists of 24 lots, numbered from 66 to 89, both inclusive, with all areas 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 7th Day of April 1967:
 MID-STATES ENGINEERING CO. INC.

7th Day of April 1967
 JOHN FRANKLIN, REG. LAND SURVEYOR NO. 8622 IHO

67720
 REC'D 1967 APR 10
 3:50 PM '67

COOL CREEK ESTATES
 THIRD SECTION

The undersigned, owners of the above described real estate, hereby certify that they do hereby in full and substitute the same in accordance with this plot and certificate

This subdivision shall be known and designated as Coal Creek Estates, 3rd Section, 4th Addition, in the town of Carmel, Indiana.

There are strips of ground 10 & 20 feet in width as shown on this plot and marked "Utility Easement" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, lines, conduits, cables, wires, pipes, valves, drains, manholes, and other appurtenances. Owners of lots in this subdivision shall take title subject to the herein granted and reserved. No permanent structures shall be erected or maintained upon said lots by easement. 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, including the right to cross and through said utility easements, and to the rights of owners of lots in this addition.

Building set-back lines are hereby established on this plot, 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 fifteen 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.

Alotments of this subdivision shall be known and designated as residential lots. No structure shall be erected, placed or permitted to remain on any residential lot hereinafter, 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 twelve hundred (1200) square feet in the case of a one-story structure not less than nine hundred (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 fifteen hundred (1500) 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, 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 farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot in this subdivision, nor shall anything be done thereon which may be deemed 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 deemed a nuisance or 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, they 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 April 1, 1987, 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 way affect any of the other provisions, 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

OWNER AND SUBDIVIDER

Donald P. Dawson
DONALD P. DAWSON

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 his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 17th day of April, 1967.

COMMISSION CERTIFICATE

UNDERSIGNEDLY PROVIDED IN QUARTER PAGES DIRECTED BY THE GENERAL ASSEMBLY OF INDIANA AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF TOWN OF CARMEL, INDIANA, AND ADOPTED BY THE TOWN PLUM COMMISSION AT A MEETING APRIL 15, 1967.

My Commission Expires 12-17-1968

37.00
(9)

COVENANTS and RESTRICTIONS of COOL CREEK ESTATES
as Amended with By-Laws of the Corporation

Instrument
9709700317

DESCRIPTION	PLAT BOOK #	PAGE #	LOT #
COOL CREEK ESTATES-1ST SEC	3	10	1 - 36
COOL CREEK ESTATES-2ND SEC	3	13	36 - 65
COOL CREEK ESTATES-3RD SEC	3	21	66 - 89
COOL CREEK ESTATES-4TH SEC	3	50	90 - 100
COOL CREEK ESTATES-5TH SEC	3	57	101 - 119
COOL CREEK ESTATES-6TH SEC	3	73	120 - 129
COOL CREEK ESTATES-7TH SEC	3	77	130 - 157
COOL CREEK ESTATES-8TH SEC	3	117	158 - 186
COOL CREEK ESTATES-9TH SEC	3	141	187 - 202
COOL CREEK ESTATES-10TH SEC	3	142	203 - 211
COOL CREEK ESTATES-11TH SEC	4	62-3	212 - 218

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

This subdivision shall be known and designated as COOL CREEK ESTATES, FIRST through ELEVENTH SECTIONS, an addition to the Town of Carmel, Hamilton County, Indiana.

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

There are strips of ground 10 & 40 feet in width as shown on the plat and marked "Drainage and Utility 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.

9709700317
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 01-06-1997 At 10:30 am.
DEC COV RES 37.00

All lots in this subdivision shall be known and designated as residential lots. No structure, **including aerial towers**, 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 **three cars in width which conforms to the remaining building codes and covenants** and residential accessory buildings. **(Paragraph additions, change #1, passed by 84.4% of eligible votes cast.)**

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twelve hundred (1200) square feet in the case of a one-story structure, nor less than nine hundred (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 fifteen hundred (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. **There shall be no boats, boat trailers, mobile homes or recreational vehicles permitted to be stored for more than three days in any 4 week period on property visible from the street. Boats, boat trailers, mobile homes, or RV's shall also not be permitted to be stored on the street.** **(Paragraph additions, change #2, passed by 68.8% of eligible votes cast.)**

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.

All homeowners shall maintain walks and shovel snow on said walks during the winter for purpose of public safety. **(Paragraph additions, change #3, passed by 57.8% of eligible votes cast.)**

Garbage cans or lawn bags shall not be placed at curb more than one (1) day prior to pick up. Additionally, empty garbage cans should be picked up within 24 hours of the day of the pick up. **(Paragraph additions, change #4, passed by 83.5% of eligible votes cast.)**

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 shrubbery or trees shall be left hanging over public walkways impeding safety of the pedestrians. The property owner shall trim and keep shrubbery and trees at a length which shall not cause injury to persons using sidewalks.**

(Paragraph additions, change #5 passed by 93.6% of eligible votes cast.)

No private, or semi-private water supply other than for lawn watering and external to the residential application, 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.

(Paragraph additions, change #6 passed by 92.6% of eligible votes cast.)

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 sight line 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 January 1, 2016, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the 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 judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

In witness whereof, the owner of the above described real estate has hereunto caused his name to be subscribed.

OWNER and SUBDIVIDER
Signature of Record on File
Joseph S. Dawson

AFFIDAVIT OF AMENDMENTS

I, David Moore, do hereby certify:

- (1) That I am the duly elected President of the Cool Creek Civic Association acting on behalf of the owners of said real estate in the subdivision known as Cool Creek Estates.
- (2) That the foregoing changes to the Covenants of the Cool Creek Estates were duly adopted by the members of the Association by a majority vote.
- (3) I attest that the attached signed ballots are the official ballots of the Cool Creek Civic Association.

David Moore
David Moore


County of Hamilton }
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 his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 2ND day of JANUARY 1997

My commission expires 8-1-98

My county of residence: HAMILTON

Kenneth D Hall
Notary Public
Kenneth D HALL
NOTARY PUBLIC, PRINT NAME IN FULL


COOL CREEK CIVIC ASSOCIATION of CARMEL, INDIANA

BY-LAWS OF THE ASSOCIATION

ARTICLE I, GENERAL

SECTION I. NAME: The name of this corporation is Cool Creek Civic Association, Inc.

SECTION II. PRINCIPLE OFFICE AND RESIDENT AGENT: The Post Office address of the Principle Office of the Corporation and the name and Post Office address of the Resident Agent shall be designated by the Board of Directors. The location of the Principle Office or the designation of the Resident Agent may be changed at any time, or from time to time, when authorized by the Board of Directors and by filing the appropriate forms with the Secretary of State of Indiana.

SECTION III. SEAL: The seal of the Corporation shall be circular in form and contain the name of the Corporation surrounding the word **SEAL**.

SECTION IV. FISCAL YEAR: The fiscal year of the Corporation shall begin on the first day of January.

ARTICLE II, MEMBERSHIP

SECTION I. All members shall have the same rights, limitations and restrictions, and no member shall have any preferences. **Membership shall be mandatory** and limited to those adults who are residents of the geographical area of Carmel, Indiana known as Cool Creek, bounded on the North by State Road 234, on the East by a stream known as Cool Creek, on the South by 126th Street, and on the West by Keystone Avenue.

(Paragraph change to By-Laws passed by 68.8% of eligible votes cast.)

SECTION II. No member shall be liable to the Corporation or for the debts of the Corporation except to the extent of any unpaid portion of his or her membership dues which have been legally charged.

SECTION III. The amount of dues or membership fees for the members of the Association shall be recommended by the Board of Directors and shall be fixed on a yearly basis; and the actual amount of such yearly membership fees or dues shall be voted on at the Annual Meeting of the members of the Association.

ARTICLE III, MEETINGS OF MEMBERS OF THE ASSOCIATION

SECTION I. PLACE: Meetings of the members of the Association shall be held at such place within the County of Hamilton, and State of Indiana as may be qualified in the respective notices or waivers of notice thereof.

SECTION II. ANNUAL MEETING: There will be an Annual Meeting of the members of the Association to be held in October of each year and at other times at the discretion of the Board of Directors. At the Annual Meeting, the members of the Association shall elect the Directors for the ensuing year and, at such meeting, all other proper business shall be transacted.

SECTION III. SPECIAL MEETINGS: Special Meetings of the Association may be called by the Board of Directors, President, or by any ten (10) members of the Association. When special meetings shall have been called, the Secretary shall proceed to give notice of the same as hereinafter provided.

SECTION IV. NOTICE OF MEETINGS: Notice of all regular and special meetings of the members of the Association shall be written or printed and shall state the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which such meeting is called; and said notices shall be delivered or mailed by the Secretary or by the officer or person calling the meeting, to each member of record entitled by the Articles of Incorporation to vote at such meeting, at such address as appears upon the records of the Corporation, at least ten (10) days before the date of the meeting. Notice of any meeting of members may be waived in writing filed with the Secretary, or by attendance in person.

SECTION VI. VOTING AT MEMBERS MEETINGS: Every member shall have the right at every meeting to one vote for each membership standing in his name on the books of the Corporation. Each individual address or residence in the area defined shall be entitled to one membership. No member shall be entitled to vote whose dues or assessments are not paid at the time of such voting. A member may vote in person, or by proxy executed in writing, said proxy being delivered in person or delivered by mail to the Secretary of the Corporation.

SECTION VII. ORDER: The order of business at meetings of the Association shall be in accordance with Robert's Rules of Order.

SECTION VIII. QUORUM: One-third (1/3) of the members of the Association qualified by the Articles of Incorporation to vote as members who are represented in person or by proxy shall constitute a quorum.

ARTICLE IV, BOARD OF DIRECTORS

SECTION I. ELECTION AND QUALIFICATION: Members of the Board of Directors shall be members of the Association and shall be elected at the first meeting called by the initial members of the Corporation and thereafter at the October Annual Meeting of the Association.

SECTION II. NUMBER: The Board of Directors shall consist of nine (9) members. At the first Annual Meeting of this Association, five (5) members of the Board of Directors shall be elected to serve for a term of one (1) year, and four (4) shall be elected to serve for a term of two (2) years. Thereafter, the term of each Director shall be for a term of two (2) years or until his successor is elected and qualified. No Director shall be eligible for election to two successive terms.

SECTION III. VACANCIES: Any vacancy occurring on the Board of Directors, however caused, shall be filled by a majority vote of the remaining members of the Board of Directors, and such Directors so elected shall serve until the next meeting of the members for the election of Directors. In the event of the resignation or death of all of the Directors at one time, a special meeting of the members shall be called to replace such Board of Directors.

SECTION IV. MEETINGS OF MEMBERS OF THE BOARD OF DIRECTORS: The Board of Directors shall meet at least once each six (6) months and at such other times, at their discretion, as they deem necessary; and the Annual Meeting required of the Board of Directors shall follow the Annual Meeting of the members. At the meeting of the Board of Directors following the October meeting of the members, the members of the Board of Directors elected at such meeting shall thereafter elect their officers and transact such other business as may be proper. No notice of meeting of the Board of Directors shall be necessary; and notice of all meetings of the Board of Directors may be given informally.

SECTION V. QUORUM: A majority of the actual number of Directors elected and qualified from time to time shall constitute a quorum for the transaction of business.

SECTION VI. POWER OF DIRECTORS: The Board of Directors shall exercise all the powers of the Corporation, subject to the restrictions imposed by law or by these By-Laws.

ARTICLE V, OFFICERS

SECTION I. OFFICERS OF THE CORPORATION: The officers shall consist of a President, Vice-President, Secretary and a Treasurer, and such other officers as may be deemed necessary by the Board of Directors. Any two (2) or more offices may be held by the same person, except the duties of President and Secretary.

SECTION II. ELECTION AND TERM OF OFFICE: The officers shall be chosen or appointed annually by the Board of Directors. Each officer shall hold office until his successor is chosen and qualified, unless he sooner resigns or dies.

SECTION III. REMOVAL: Any officer may be removed, either with or without cause, at any time by the vote of the majority of the whole Board of Directors.

SECTION IV. RESIGNATION: Any office may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Such resignation shall take effect at the time specified therein, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

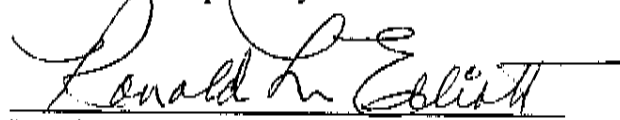
SECTION V. VACANCIES: Any vacancy in any office shall be filled for the unexpired portion of the term by the Board of Directors.

SECTION VI. PRESIDENT: The President, who shall be chosen from among the Directors, shall have active executive management of the business of the Corporation, subject to the control of the Board of Directors.

SECTION VII. VICE-PRESIDENT: If a Vice-President is appointed or elected at the discretion of the Board of Directors, he shall have powers and perform such duties as the Board of Directors may prescribe or as the President may delegate to him. In the absence of a President, or in the case of his inability to act, the Vice-President shall act temporarily in his place and, in the event of the death of the President, shall act until a President is selected.

SECTION VIII. SECRETARY: The Secretary shall keep, in books provided for the purpose, the minutes of the meetings of the members, and the Board of Directors, shall see that all notices are given, as required by these By-Laws and as required by law. The Secretary shall be the custodian of the Seal of the Corporation and see that the same is duly affixed where required, and, in general, shall perform all duties incident to the office of the Secretary and such other duties as may from time to time be assigned to him by the Board of Directors.

Documents Prepared by:



Ronald L. Elliott, Treasurer
Cool Creek Civic Association

AFFIDAVIT OF AMENDMENT

I, David Moore, do hereby certify:

- (1) That I am the duly elected President of the Cool Creek Civic Association acting on behalf of the owners of said real estate in the subdivision known as Cool Creek Estates.
- (2) That the foregoing change to the By-Laws of the Cool Creek Civic Association were duly adopted by the members of the Association by a majority vote.
- (3) I attest that the attached signed ballots are the official ballots of the Cool Creek Civic Association.

David Moore
 David Moore

County of Hamilton }
 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 his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 2ND day of January, 1997

My commission expires 8-1-98

Kenneth D Hall
 Notary Public

My county of residence: HAMILTON

Kenneth D Hall

NOTARY PUBLIC, PRINT NAME IN FULL