

84 48366

810⁰⁰

CHERRY LAKE

Section 1

Pt E 1/4 SW 1/4 Sec 22-16N-R5E

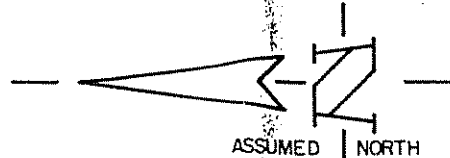
RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-NATION CO.

JUN 27 8 14 AM '84

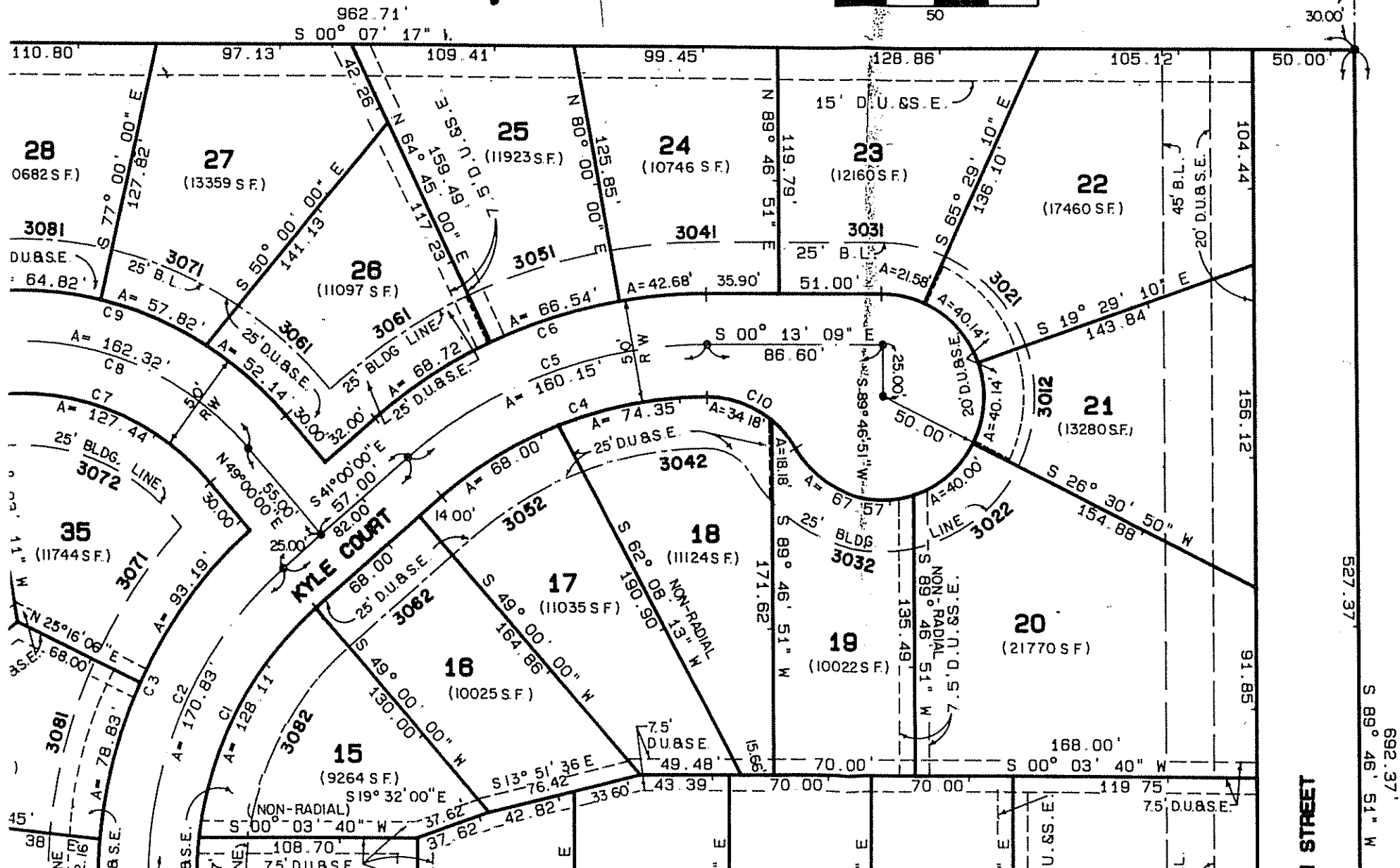
Warren
Group

Schneider
898-8282
828-8282

840048366



SE COR E 1/2
SW 1/4
SEC. 22-16N-R5E

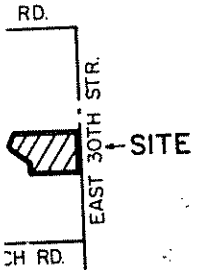


DRAWN BY
EDWARD GIACOLETTI

DN

RECEIVED FOR RECORD
 BETH O'LAUGHLIN
 REC'D
 JUN 27 8 13 AM '84

840048366



IN BEHALF OF
 DIVIDE THE SAME
 SHALL BE KNOWN

VERY THEREON, AS
 PER PURPOSES,
 REON, WHENEVER

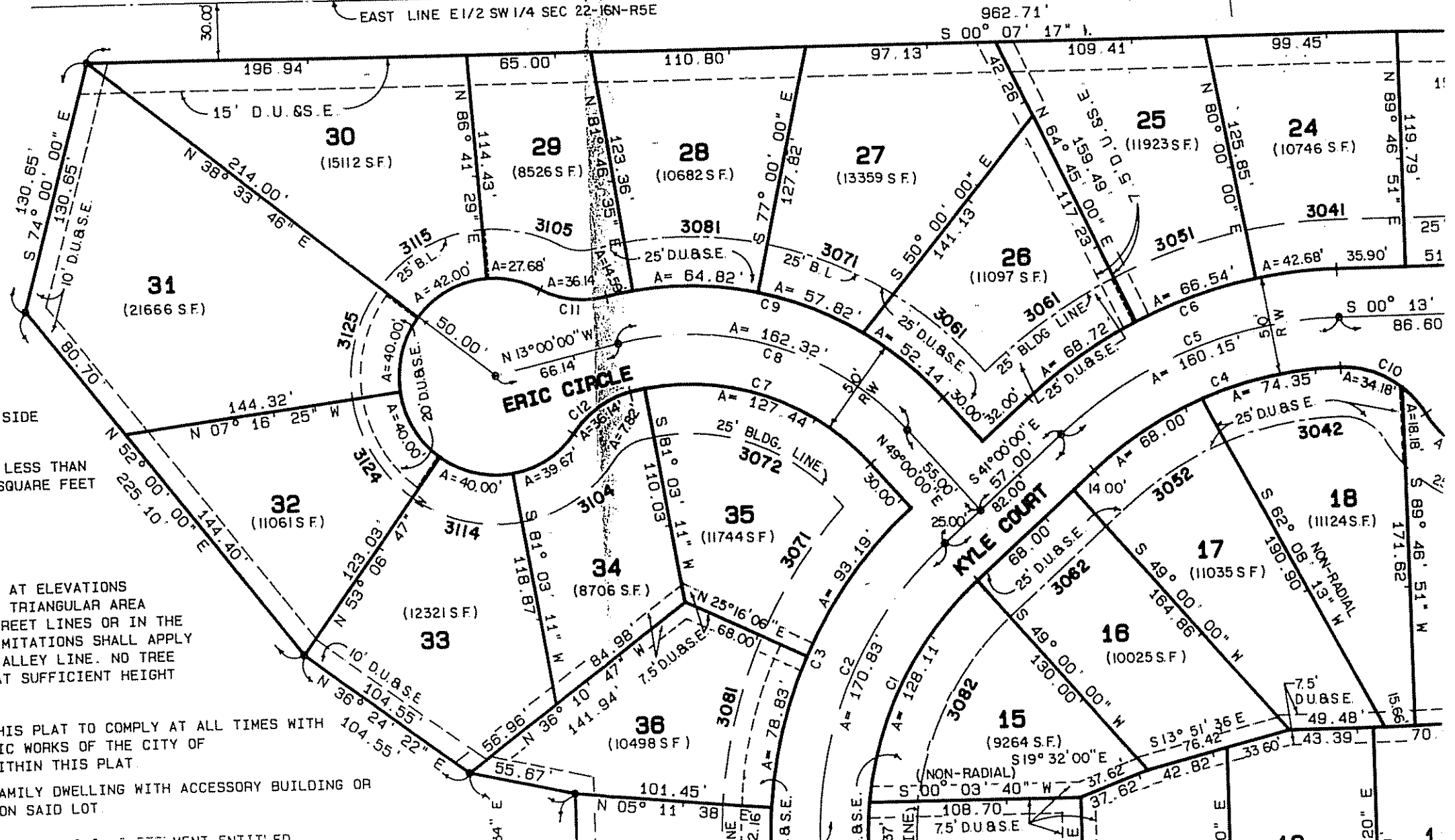
NE OR NEARER TO THE SIDE
 PLAT.

MAIN FLOOR AREA OF LESS THAN
 OF LESS THAN 660 SQUARE FEET

STRUCTS SIGHT LINES AT ELEVATIONS
 ORNER LOT WITHIN THE TRIANGULAR AREA
 ERSECTION OF SAID STREET LINES OR IN THE
 HE SAME SIGHTLINE LIMITATIONS SHALL APPLY
 IVEWAY, PAVEMENT OR ALLEY LINE. NO TREE
 IAGE IS MAINTAINED AT SUFFICIENT HEIGHT

WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH
 DEPARTMENT OF PUBLIC WORKS OF THE CITY OF
 OR PARCEL OF LAND WITHIN THIS PLAT.

3. ONLY ONE SINGLE-FAMILY DWELLING WITH ACCESSORY BUILDING OR
 ECTED OR MAINTAINED ON SAID LOT.



PLAT ENTITLED

STATION	TAN. LENGTH	DEG. OF CURVE
87	78.84	32° 44' 28"
88	81.02	28° 38' 52"
89	102.98	25° 27' 53"
90	74.34	28° 38' 52"
91	83.63	25° 27' 53"
92	82.93	22° 55' 08"
93	75.11	45° 50' 12"
94	80.13	38° 11' 50"
95	105.15	32° 44' 28"
96	28.87	114° 35' 30"
97	18.90	114° 35' 30"
98	18.90	114° 35' 30"
99	18.90	114° 35' 30"

VOID UNLESS RECORDED
 BEFORE 4-11-86

FINAL APPROVAL
 PLAT COMMITTEE
 METROPOLITAN DEVELOPMENT COMMISSION
 DIVISION PLANNING & ZONING
 MARION COUNTY, INDIANA

JUNE 12, 1984

HEARING PUBLIC NOTICE OF THE
 HEARING HAS BEEN PUBLISHED

[Signature]
 MEMBER

[Signature]
 JOHN V. SCHNEIDER
 REGISTERED LAND SURVEYOR - IND #50115
 LAND SURVEYOR INDIANA
 50115

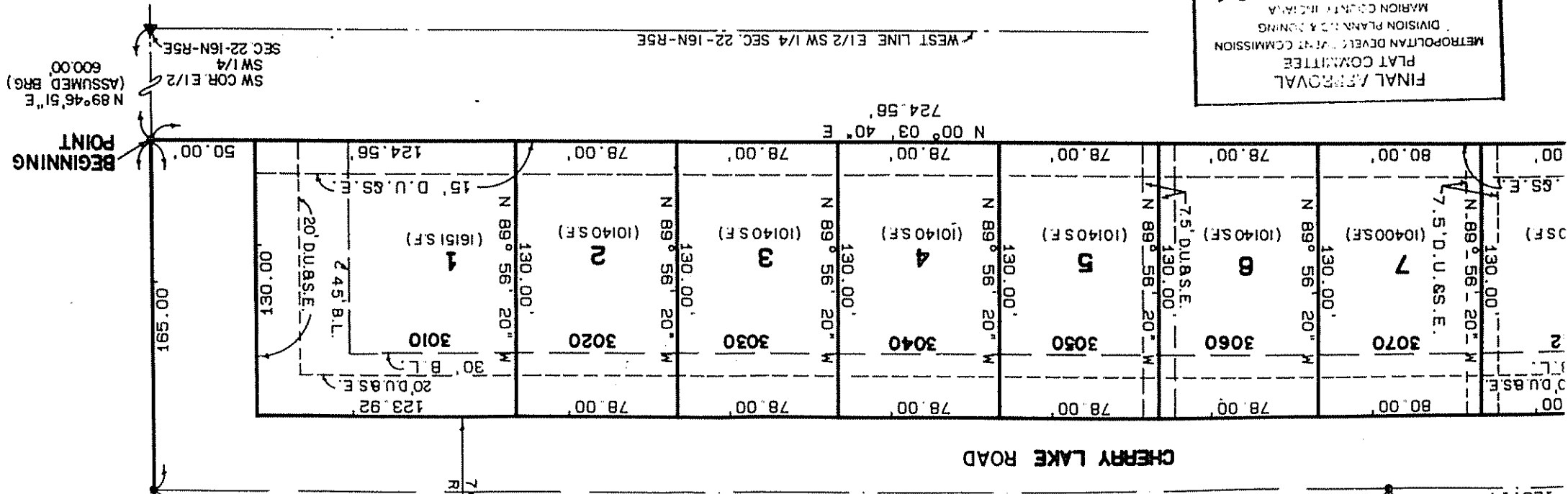
I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE WITHIN PLAT IS A REPRESENTATION OF THE LANDS SURVEYED, SUBDIVIDED AND PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 5 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID EAST HALF QUARTER SECTION, NORTH 89° 48' 51" EAST (ASSUMED BEARING) 800.00 FEET FROM THE SOUTHWEST CORNER OF SAID EAST HALF QUARTER SECTION; THENCE NORTH 00° 03' 40" EAST, PARALLEL WITH THE WEST LINE OF SAID EAST HALF QUARTER SECTION, 724.56 FEET; THENCE SOUTH 89° 58' 20" EAST 318.88 FEET; THENCE NORTH 12° 08' 34" EAST 55.67 FEET; THENCE NORTH 38° 24' 22" EAST 104.55 FEET; THENCE NORTH 52° 00' 00" EAST 225.10 FEET; THENCE SOUTH 74° 00' 00" EAST 130.85 FEET; THENCE SOUTH 00° 07' 17" WEST, PARALLEL WITH THE EAST LINE OF SAID HALF QUARTER SECTION, 862.71 FEET TO A POINT ON THE SOUTH LINE OF SAID HALF QUARTER SECTION (SAID POINT BEING 30.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID HALF QUARTER SECTION); THENCE SOUTH 89° 46' 51" WEST ALONG THE SAID SOUTH LINE, 882.37 FEET TO THE BEGINNING POINT, CONTAINING 13.234 ACRES, MORE OR LESS.

THIS SUBDIVISION CONSISTS OF 37 LOTS, NUMBERED 1 THROUGH 37, BOTH INCLUSIVE, TOGETHER WITH STREETS, EASEMENTS, AND PUBLIC WAYS AS SHOWN ON THE WITHIN PLAT.

THE SIZE OF LOTS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY SIGNATURE THIS 7TH DAY OF JUNE, 1984.



PROJECT: **CHERRY LAKE SECTION 1**
 JOB NO. **189-01**
 PREPARED FOR: **CHERRY LAKE DEVELOPMENT CORP.**
 TITLE: _____

1 OF 1 SHEET

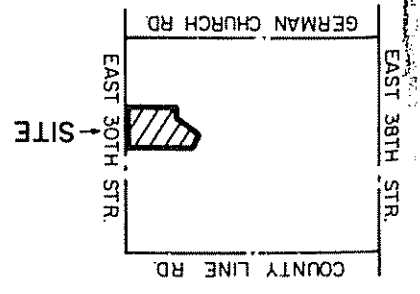
SCHNEIDER ENGINEER
 3875 NORTH POST ROAD
 INDIANAPOLIS, INDIANA 46226
 (317) 998-8282

SCALE: _____

CHERRY LAKE

SECTION I

PT. E1/2 SW1/4 SEC. 22-16N-R5 EAST
 THIS INSTRUMENT WAS PREPARED
 BY SCHNEIDER ENGINEERING CORP.
 JOHN V. SCHNEIDER, PRESIDENT
 3875 NORTH POST ROAD
 INDIANAPOLIS, INDIANA 46228
 TELEPHONE -- (317) 888-8282



THE UNDERSIGNED, CHERRY LAKE DEVELOPMENT CORP., BY WILLIAM SCHMADEKE, PRESIDENT, FOR AND IN BEHALF OF SAID CORPORATION AS OWNER OF THE DESCRIBED REAL ESTATE, DOES HEREBY LAY OFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS, PUBLIC WAYS AND EASEMENTS IN ACCORDANCE WITH THE WITHIN PLAT. THE WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS CHERRY LAKE SECTION I, AN ADDITION IN MARION COUNTY, INDIANA.

THE STREETS, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES AND SHRUBBERY THEREON, AS SHOWN ON THE WITHIN PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS THE REVERSION OR REVERSIONS THEREON, WHENEVER DISCONTINUED BY LAW.

BUILDING LOCATION: NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE (CORNER LOTS) THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT.

FLOOR AREA: NO ONE-STORY HOUSE SHALL BE ERRECTED ON ANY LOT IN THIS ADDITION HAVING A MAIN FLOOR AREA OF LESS THAN 900 SQUARE FEET AND NO RESIDENCE WITH MORE THAN ONE STORY SHALL HAVE A MAIN FLOOR AREA OF LESS THAN 660 SQUARE FEET EXCLUSIVE OF OPEN PORCHES, GARAGES OR BASEMENTS.

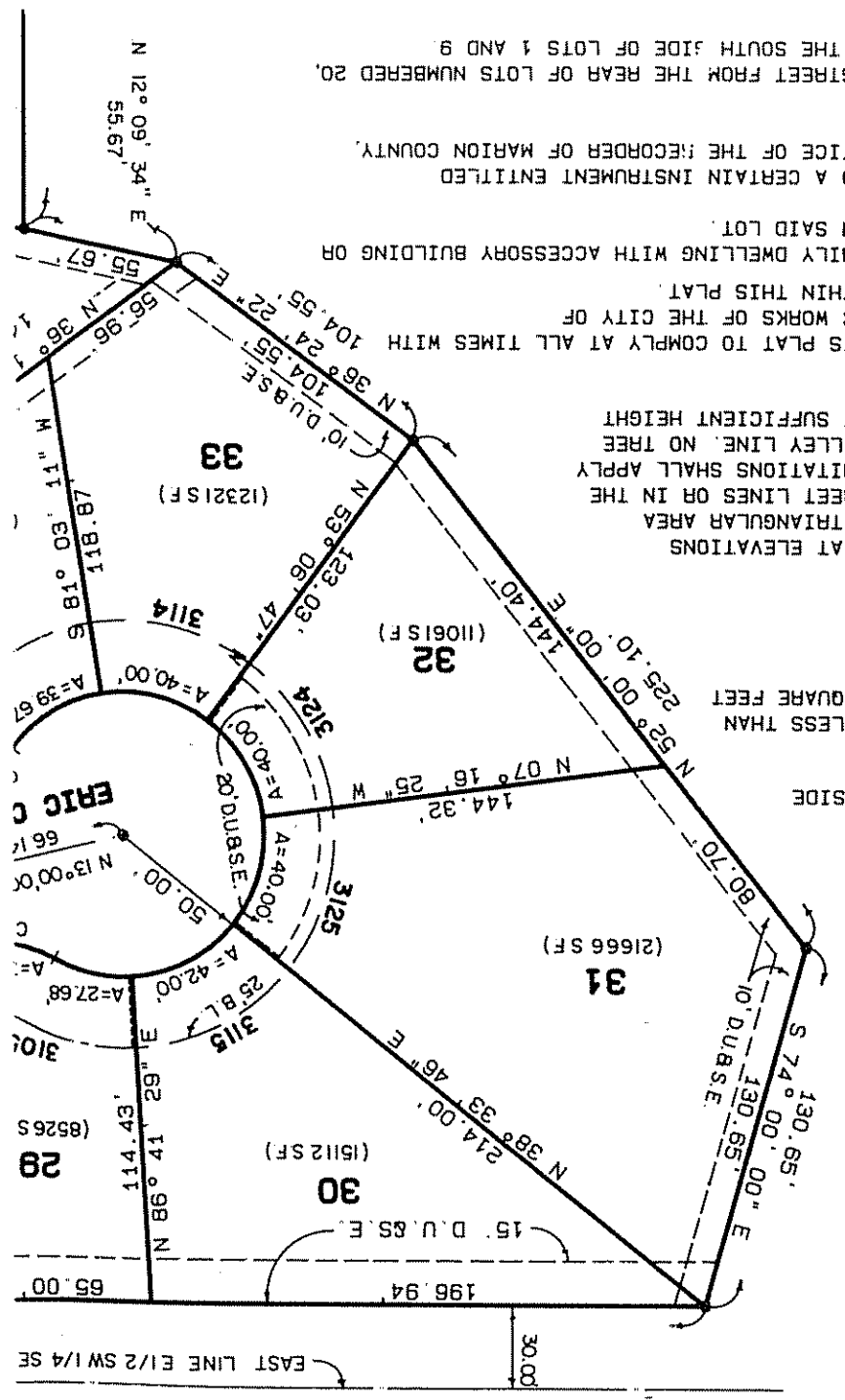
SIGHT DISTANCE AT INTERSECTIONS: NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 AND 8 FEET ABOVE THE STREET, SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES, AND A LINE CONNECTING POINTS 25 FEET FROM THE INTERSECTION OF SAID STREET LINES OR IN THE CASE OF ROUNDED PROPERTY CORNERS 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, PAYMENT OR ALLEY LINE. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTION UNLESS THE FOLIAGE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF THE SIGHT LINE.

DRAINAGE: IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE DEVELOPMENT PLAN (GRAADING PLAN) AS APPROVED FOR THIS PLAT BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF INDIANAPOLIS, INDIANA AND THE REQUIREMENTS OF ALL DRAINAGE PERMITS ISSUED FOR ANY LOT OR PARCEL OF LAND WITHIN THIS PLAT.

LAND USE: ALL NUMBERED LOTS IN THIS ADDITION SHALL BE DESIGNATED AS RESIDENTIAL LOTS. ONLY ONE SINGLE-FAMILY DWELLING WITH ACCESSORY BUILDING OR TWO FAMILY DWELLING ON CORNER LOTS ONLY AND NOT EXCEEDING 35 FEET IN HEIGHT MAY BE ERRECTED OR MAINTAINED ON SAID LOT.

DECLARATION: IN ADDITION TO THE WITHIN PLAT RESTRICTIONS, THE SUBJECT PROPERTY SHALL ALSO BE SUBJECT TO A CERTAIN INSTRUMENT ENTITLED "DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED JUNE 12, 1984 AS INSTRUMENT # 84-43844 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

INGRESS AND EGRESS: THERE SHALL BE NO MEANS OF INGRESS AND EGRESS (PEDESTRIAN OR VEHICLE) TO EAST 30TH STREET FROM THE REAR OF LOTS NUMBERED 20, 21, AND 22. THERE SHALL BE NO MEANS OF INGRESS AND EGRESS (PEDESTRIAN OR VEHICLE) TO EAST 30TH STREET FROM THE SOUTH SIDE OF LOTS 1 AND 9.



RECORDED AT MARION COUNTY, INDIANA
 JUN 27 8 13 AM '84

EASEMENTS: THERE ARE STRIPS OF GROUND AS SHOWN ON THE WITHIN PLAT MARKED D.U.S.E. (DRAINAGE, UTILITY AND SEWER EASEMENT) WHICH ARE RESERVED FOR THE USE OF PUBLIC UTILITY COMPANIES NOT INCLUDING TRANSPORTATION COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF MAINS, DUCTS, POLES, LINES, WIRES, SEWERS AND DRAINS, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES, AND TO THE EASEMENTS HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES SHALL BE ERECTED OR MAINTAINED ON SAID STRIPS, THE OWNERS OF SUCH LOTS IN THIS ADDITION, HOWEVER SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND OTHER OWNERS OF SAID LOTS IN THIS ADDITION TO SAID EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS IN, ALONG AND THROUGH THE STRIPS SO RESERVED.

ENFORCEMENT: THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED IN THIS PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION, PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, 58-A0-3, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE.

TERM: THE WITHIN COVENANTS, LIMITATIONS AND RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES CLAIMING UNDER THEM, THESE COVENANTS SHALL BE IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2004
 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS, IT IS AGREED TO CHANGE THE COVENANTS IN WHOLE OR IN PART. INVALIDATION OF ANY OF THE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

INGRESS AND EGRESS: THERE SHALL BE NO MEANS OF INGRESS AND EGRESS (PEDESTRIAN OR VEHICLE) TO EAST 30TH STREET FROM THE REAR OF LOTS NUMBERED 20, 21, AND 22. THERE SHALL BE NO MEANS OF INGRESS AND EGRESS (PEDESTRIAN OR VEHICLE) TO EAST 30TH STREET FROM THE SOUTH SIDE OF LOTS 1 AND 9.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HEREUNTO CAUSED ITS AND THEIR NAMES TO BE SUBSCRIBED THIS 18th DAY OF JUNE 1984.

STATE OF INDIANA)
 SS
 COUNTY OF MARION)

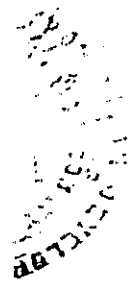
BEFORE ME A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE PERSONALLY APPEARED CHERRY LAKE DEVELOPMENT CORP., WILLIAM SCHMADEKE, PRESIDENT, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS ITS VOLUNTARY ACT AND DEED.

WITNESS MY SIGNATURE AND NOTARIAL SEAL THIS 18th DAY OF JUNE 1984.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES August 27, 1984
 KYLE J. FEAGUSON
 CHERRY LAKE DEVELOPMENT CORP.
 WILLIAM A. SCHMADEKE, PRESIDENT

APPROVED THIS 18th DAY OF JUNE 1984
 ASSESSOR OF MARION TOWNSHIP
 WILLIAM A. SCHMADEKE, PRESIDENT

LABEL	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHC
C1	175.00'	48° 56' 20"	148.48'	
C2	200.00'	48° 56' 20"	170.83'	
C3	225.00'	48° 56' 20"	192.18'	
C4	200.00'	40° 48' 51"	142.35'	
C5	225.00'	40° 48' 51"	180.15'	
C6	250.00'	40° 48' 51"	177.94'	
C7	125.00'	62° 00' 00"	135.28'	
C8	150.00'	62° 00' 00"	162.32'	
C9	175.00'	62° 00' 00"	189.37'	
C10	50.00'	59° 59' 57"	52.36'	
C11	50.00'	41° 24' 29"	38.14'	

CURVE DATA



316.89'
 S 89° 56' 20" E
 70.00'

81043844

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration made this 8th day of June, 1984, by Cherry Lake Development Corp.

WITNESSETH:

WHEREAS, the following facts are true:

- A. Declarant is the sole owner of the fee simple title to the real estate located in Marion County, Indiana, more particularly described on sheet 1 of 2 attached hereto and incorporated herein by this reference, upon which Declarant may, but is not obligated to, construct residential facilities.
- B. Declarant desires to provide for the preservation and enhancement of the property values in Cherry Lake, and to this end desires to subject the Property to the covenants, restrictions and easements set forth herein, each and all of which is and are for the benefit and completion of the lands in the Property and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the lands in the Property as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole. All of the restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Property or any part or parts thereof.

- 1. Definitions. The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:
 - (a) "D.M.D." means the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns of any or all of its rights under under this Declaration.
 - (b) "Declarant" means Cherry Lake Development Corp, the owner of the Property at the time of the recording of this Declaration, its successors and assigns in its interest, or any person designated by it in a recorded instrument as having its rights hereunder, other than persons purchasing the Property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).
 - (c) "Cherry Lake" means the name of the Declarant's development of which the Property is a part thereof.
 - (d) "Owner" means every person or persons or entity or entities who is the record owner of a fee or undivided fee interest in the Property, their heirs, successors, legal representatives or assigns.

RECEIVED FOR RECORD
BETH ANN SCHULTZ
JUN 12 1984

(e) "Property" means the real estate described on sheet 1 of 2.

(f) "Restrictions" means the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same may from time to time be amended.

2. Declaration. Declarant hereby expressly declares that the Property be held, transferred, sold, conveyed and occupied subject to the Restrictions.

3. Utility Easements. There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the Property, to be perpetual hereof, from the date of this instrument by the Declarant, its successors and assigns, full right and authority to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas and electric lines, communication lines (which shall include cable TV), and such other further public service facilities as Declarant may deem necessary. Provided, however, Declarant shall restore the disturbed area as nearly as is possible to the condition in which it was found. No permanent structures shall be constructed within an easement area.

4. Plans, Specification and Locations of Buildings. No building or structure of any kind, including additions, alterations, fences, screens and walls shall be erected or altered on the property until the plans and specifications, location and three plot plans thereof, in detail and to scale, shall have been submitted to and approved by Declarant in writing before any construction has begun. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any ground including purely aesthetic grounds, in the sole and absolute discretion of Declarant. Declarant shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of Declarant. The required landscaping and all parking strips and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit. Approval of plans shall be designated on two site plans and returned to the builder for purposes of obtaining an improvement Location Permit from D.M.D.

All areas not covered by buildings, structures, paved parking facilities or sidewalks shall be maintained as landscaped areas and shall be maintained in the pavement edge of any abutting streets.

5. Use and Size Restrictions. No use shall be permitted on the Property other than the uses permitted in the D-3

(Dwellings District) Zoning Ordinance of Marion County, Indiana. No one-story house shall be erected on any lot in this addition having a main floor area of less than nine hundred (900) square feet with a one or two-car attached garage and paved drive, and no residence with more than one story shall have a main floor area of less than six hundred sixty (660) square feet with a one or two-car attached garage and paved drive. Open porches, patios, garages and basements shall be excluded in the computation of main floor area.

6. Signs. No billboards or advertising signs of any character shall be exhibited in any way or above the property or any part hereof or on any improvement thereon without the written approval of Declarant except one professional sign of not more than one (1) square foot, or one sign of not more than six (6) square feet advertising the parcel for sale or rent.
7. Setback Lines. Front building setback lines are hereby established on this plat. No building shall be erected or maintained between the established setback lines and the property lines of the streets.
No residence or attached accessory building shall be erected closer to the side of any lot than six (6) feet, with a total aggregate of sixteen (16) feet at the building line, whichever is the lesser, except fences, nor shall any residence or attached accessory building be erected closer than twenty (20) feet to the rear yard line. In the event a building is erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundary of the multiple lots.
8. Utility Lines and Antennas. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Declarant. No outside antennas, poles, masts, solar panels or towers shall be permitted unless approved in writing by Declarant, and in no event shall such structures extend more than five (5) feet above the highest point of the roof.
9. Accessory or Temporary Buildings. No trailers or tents and no accessory or temporary buildings or structures shall be permitted upon any lot within the property excepting temporary mobile structures and parking for construction and marketing purposes.
10. Oil and Gas Tanks, Air Conditioners. All oil tanks and bottled gas tanks must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties.
11. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or D.M.D. to cut weeds or clear the roof from the land at the expense of the Owner, and there shall be a lien against said land for the expense thereof.
12. Nuisances. No nuisance shall be permitted to exist or operate upon the property.

13. Site Visibility. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (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 ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley lines. 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.
14. Lot Access. All lots shall be accessed from the interior streets of this subdivision. No direct lot access is permitted from 30th Street.
15. Boats, Trucks, Etc. No boats, campers, trailers of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the Property for more than eight (8) hours unless fully enclosed inside a building.
16. Trash and Garbage Containers. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent lots except on days of collection.
17. Clothes Drying Area. No outdoor clothes drying area or apparatus shall be allowed unless screened from view of public streets and adjoining property owners.
18. Animals. No farm animals, fowl or domestic animals for commercial purposes shall be permitted on the Property. General recognized house pets are permitted in reasonable numbers. All pets when outside must be kept under control by their owners and must not become a nuisance to other residents.
19. Drainage. It shall be the duty of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the grading and drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits issued for any lot or parcel of land within this plat.
20. Enforcement. Any Owner or Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions or covenants imposed by this Declaration, but Declarant shall not be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of the person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In the event that Declarant or D.M.D. shall deem it necessary to enforce any Restriction, the Owner shall pay reasonable attorneys' fees and court costs if Declarant shall prevail in said litigation.
21. Duration. The foregoing covenants and restrictions and any amendments thereto are for the mutual benefit and

protection of all present and future Owners of the Property or any part thereof and shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by majority vote of those persons who are then the Owners of the Property.

22. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of any from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or shall lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other of the Restrictions.

23. The Declarant, his successors and assigns, reserves the right to amend any of the above contained restrictions so long as Declarant owns fee simple title to more than six of the lots encumbered by the restrictions herein. Any such amendment shall be effective upon the execution of same by Declarant herein and the filing of same among the public records of Marion County, Indiana. Amendments by lot owners after ninety per cent (90%) of the lots have homes erected thereon shall be authorized only by the Plats Committee of the Department of Metropolitan Development in public hearing with personal notice by First Class Mail to each lot owner as shown in the bound volumes of lot owners in the Warren Township Assessor's Office at least twenty-five (25) days prior to public hearing.

24. Streets. The streets not heretofore dedicated are hereby dedicated to the public as shown upon the plats of the Property.

8th day of June, 1984.

IN TESTIMONY WHEREOF, witness the signature of Declarant this

CHERRY LAKE DEVELOPMENT CORP.

By:  William A. Schwabke, President


By:  Sandra S. Murray, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Cherry Lake Development Corp., by, William A. Schwabke and Sandra S. Murray, its President and Secretary, who, for and in behalf of the Corporation acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 8th day of June, 1984.

My commission expires:
August 24, 1984


Kaye J. Ferguson, Notary Public
Residing in Marion County, Indiana

This Instrument Prepared By William F. LeVond, Attorney
600 Union Federal Building, Indianapolis, IN 46204

LEGAL DESCRIPTION

Part of the East Half of the Southwest Quarter of Section 22, Township 10 North,
Range 5 East in Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the South line of said East Half Quarter Section, North
39 degrees 46 minutes 51 seconds East 600.00 feet from the Southwest corner of
said East Half Quarter Section; thence North 00 degrees 03 minutes 40 seconds
East, parallel with the West line of said East Half Quarter Section 724.36 feet;
thence South 89 degrees 56 minutes 20 seconds East 316.88 feet; thence North
12 degrees 09 minutes 34 seconds East 55.67 feet; thence North 36 degrees 24 minutes
22 seconds East 104.55 feet; thence North 52 degrees 00 minutes 00 seconds East
thence South 00 degrees 74 degrees 00 minutes 00 seconds East 130.65 feet;
of said Half Quarter Section 962.71 feet to a point on the East line
Half Quarter Section, said point being 30.001 feet Westerly of the Southeast
corner of said Half Quarter Section; thence South 89 degrees 46 minutes 51 seconds
West along the South line of said Half Quarter Section 692.37 feet to the
beginning point, containing 13.234 acres, more or less.

3675 North Post Road
Indianapolis, Indiana 46226
(317) 898-8282
Mailing Address
P. O. Box 26068



SCHNEIDER ENGINEERING CORPORATION
Civil Engineers • Land Surveyors

840068246

CERTIFICATE OF CORRECTION

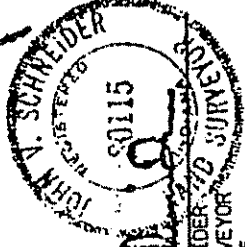
APPROVED FOR
PLAT OF

THIS IS TO CERTIFY, THAT I, THE UNDERSIGNED, PREPARED THE PLAT,
KNOWN AS "CHERRY LAKE", SECTION 1", A SUBDIVISION IN MARION
COUNTY, INDIANA, RECORDED AS INSTRUMENT #8A-48366 IN THE
OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

THIS INSTRUMENT IS FILED FOR THE PURPOSE OF CORRECTING CERTAIN
ERRORS AND OMISSIONS IN SAID PLAT. A DRAWING SHOWING THE
ERRONEOUS AND OMITTED DRAINAGE, UTILITY, AND SEWER EASEMENTS
AFFECTING LOTS 3, 4, 9, 10, 11, 12, 13, 14, 18, 19, 23, 24, 29, 30, 33,
34, 35, 36, AND 37 IN SAID PLAT, ALONG WITH THE CORRECT DIMENSIONS
OF THE SAID EASEMENTS, AS THE SAME WAS DESIGNED AND INTENDED
TO BE PLACED ON THE SAID PLAT IS ATTACHED HERETO AS EXHIBIT
"B" AND INCORPORATED HEREIN BY REFERENCE.

CERTIFIED August 30, 1984

John V. Schneider
JOHN V. SCHNEIDER, P.E.
REG. LAND SURVEYOR
INDIANA #S0115



RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
AUG 30 11 18 AM '84
FULLY ENTERED
FOR EXAMINATION
AUG 30 10 21 565
COUNTY AUDITOR
Henry J. S...

APPROVAL
OF
ENGINEER'S CORRECTION
HISTORIC LAND DEVELOPMENT
COMMISSION
DIVISION OF PLANNING & ZONING
PLAT COMMITTEE
Aug 30 1984
Douglas R. ...
SUBMISSION ADMINISTRATOR

John V. Schneider, P.E., L.S., President
Brad DeKramer, L.S., Vice-President
Paul O. Maves, P.E.
Gary R. Kent, L.S.
Dennis Grunapp, L.S.

CROSS INDEXED
650

3675 North Post Road
Indianapolis, Indiana 46226
(317) 898-8282
Mailing Address
P. O. Box 26068



John V. Schneider, P.E., L.S., President
Brad DeRamer, L.S., Vice-President
Paul O. Hayes, P.E.
Gary R. Kent, L.S.
Doris Grumpp, L.S.

SCIENEIDER ENGINEERING CORPORATION
Civil Engineers - Land Surveyors

JOB 168.01

CHERRY LAKE SECTION I

APPROVED THIS 30 TH
DAY OF August 19 87
ASSESSOR OF WARREN TOWNSHIP
[Signature] DRAFTSMAN

84 68246

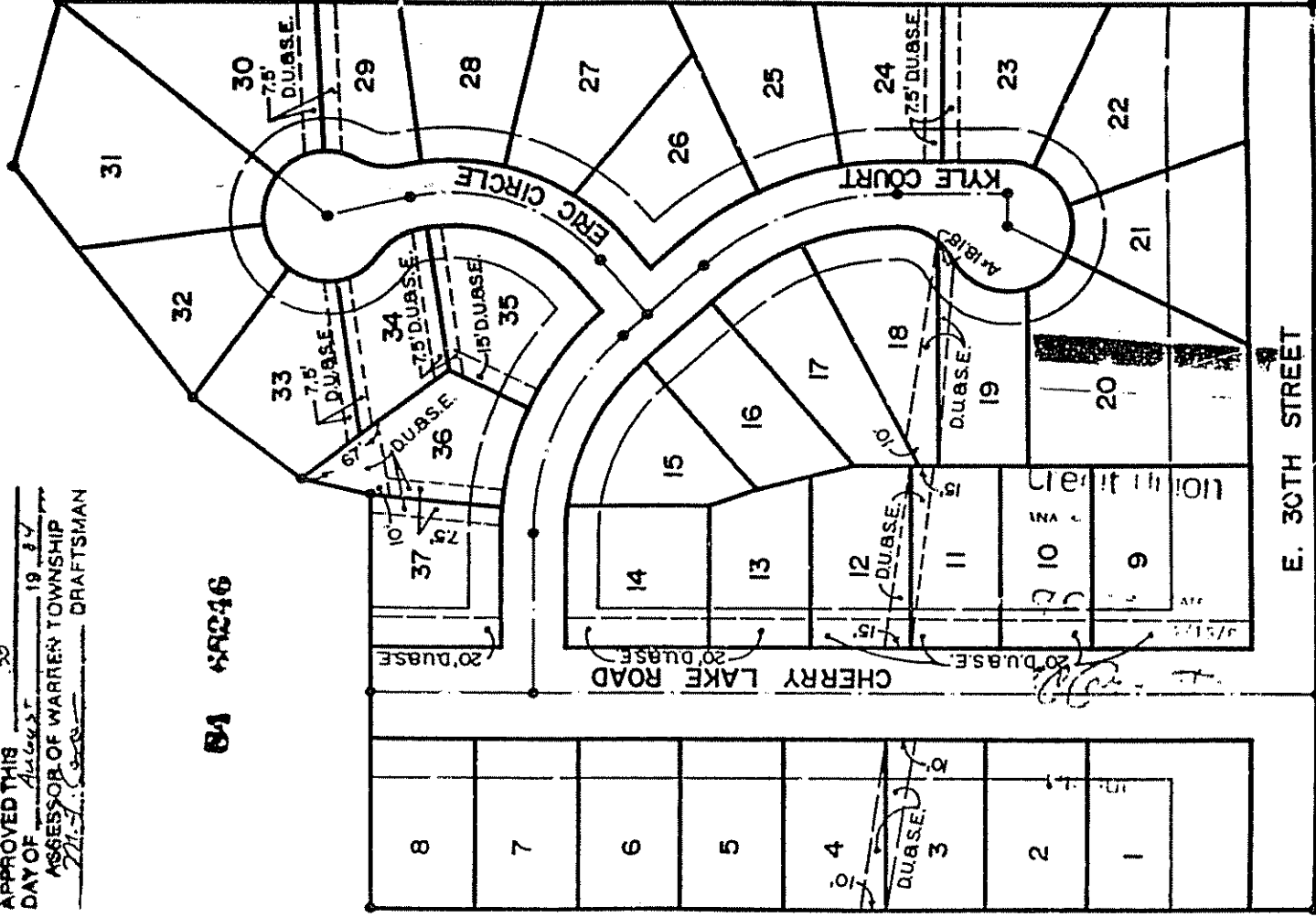


EXHIBIT "B"

CITY OF INDIANAPOLIS, INDIANA
SEWER SERVICE AGREEMENT

Sub # 5001
No # 1751
Date # 1983

850082603

THIS AGREEMENT, made and entered into this 10th day of June, 1983, by and between

Cherry Lake Development Corp. Wm. P. Schmitke, Pres.

hereinafter referred to as "Owners", and the City of Indianapolis, Department of Public Works, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, the Owners have filed a written petition requesting permission to connect to the City's public sanitary sewer in

East Marion County Regional Sewer at East 30th Street

for the purpose of discharging sanitary sewage; and

WHEREAS, after due consideration of this petition the City is willing to permit a connection to the public sewer system to serve the Owners, provided that the Owners agree to pay a charge for the privilege of connecting and provided further that the Owners agree to certain terms and conditions pertaining to such sewer service.

THEREFORE, in consideration of the promises and covenants herein set forth, it is mutually agreed as follows:

1. The Owners may construct, maintain, operate and use a sanitary sewer connecting the real estate, described in Exhibit "A" attached hereto and hereby incorporated into this document by reference, to and with the City's public sanitary sewer system, as shown in Exhibit "B", attached hereto and hereby incorporated into this document by reference.

2. The Owners agree to construct and maintain the sewer subject to the following conditions:

- (a) The Engineer of the City shall have the right to supervise and direct the construction in accordance with the standard specifications of the City. Any public street or highway shall be opened by a plumber or sewer excavator licensed by the City, and all work shall be performed subject to all the rules and regulations of the City governing this type of work; and any other rules and regulations of the City of Indianapolis.

RECEIVED RECORD
CITY ENGINEER
AUGUST 11
1983
SEP 25 9 06 AM '83
MARION CO.

- (b) Any sewer laterals shall become the responsibility of the land owner whose property they benefit, with all rights and responsibilities associated therewith.
- (c) The Owners shall thoroughly refill, compact and maintain all trenches in a condition satisfactory to the City's Engineer and to any other affected agency of the City of Indianapolis and shall immediately repair and maintain any sidewalk, curb or pavement damaged by the excavation, installation, construction, maintenance and/or use of said sewer.
3. It is expressly understood by the parties hereto that this sewer, and any connection thereto, shall be used for and as a sanitary sewer. No storm water, run-off water, downspouts, footing drains (perimeter drains) or sub-soil drainage shall be connected thereto.
4. The Owner shall not extend the use of this sewer service beyond the area specified in Exhibit "D" without first obtaining an additional sewer service agreement covering said extension.
5. It shall be understood by the parties hereto that such permission is granted as a special privilege. If at any time the City shall construct any sewer or sewers, local or district, which are designed to serve an area in which the above described real estate is included, the Owners of said real estate hereby agree to pay all assessments which may be lawfully levied and assessed against said real estate for the construction of any such sewer or sewers and said Owner will not attempt to avoid payment of such assessments on the ground that such sewer or sewers will not benefit said real estate by reason of the existence of the sewers herein permitted to be connected to said City's sewer system.
6. The Owners agree to indemnify and hold harmless the City of Indianapolis from any and all loss, damage, expense, claims, demands, actions or causes of action arising from the construction, maintenance or operation of said connection or sewer line or occasioned by or in any way growing out of the Owners availing themselves of the permit herein granted; whether such loss shall be suffered directly by the City or through its liability to third persons by reason of injuries to persons or damage to property.

U50082903

EXHIBIT "A"

LEGAL DESCRIPTION

CHERRY LAKE SUBDIVISION - SECTION 1:

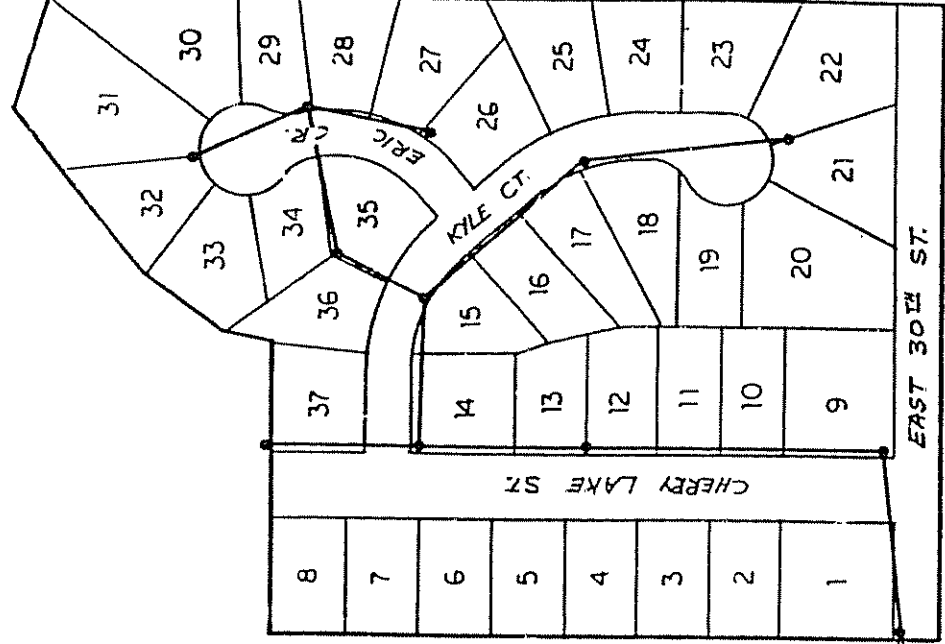
1/4 pt of the East Half of the Southwest Quarter of Section 22, Township 1 North, Range 5 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said East Half Quarter Section; thence North 89 degrees 46 minutes 51 seconds East (Assumed Bearing) along the South line of said East Half Quarter Section 600.00 feet; thence North 00 degrees 03 minutes 40 seconds East, parallel with the West line of said East Half Quarter Section 50.00 feet to the Beginning Point; thence continue North 00 degrees 03 minutes 40 seconds East, parallel with the West line of said East Half Quarter Section 674.56 feet; thence South 89 degrees 56 minutes 34 seconds East 316.89 feet; thence North 12 degrees 09 minutes 34 seconds East 55.67 feet; thence North 36 degrees 24 minutes 21 seconds East 104.55 feet; thence North 52 degrees 00 minutes 00 seconds East 225.10 feet; thence South 74 degrees 00 minutes 00 seconds East 130.65 feet; thence South 00 degrees 07 minutes 17 seconds West parallel with the East line of said East Half Quarter Section 912.71 feet to the point on the North right-of-way line of East 30th Street; thence South 89 degrees 46 minutes 51 seconds West along said North right-of-way line and parallel with the South line of said East Half Quarter Section 692.42 feet to the Beginning Point, containing 12.440 acres, more or less.

4/27/84

US00082803

EXHIBIT "A" SSA # 3621



CHERRY LAKE SUBDIVISION - SEC. 1

EXHIBIT " B "

SHOWING THE PROPOSED SEWER
SERVICE AS DESCRIBED IN AGREEMENT

DEPARTMENT OF PUBLIC WORKS

BARBARA GOLE

Director

TOWNSHIP WARREN

050082303

S.S.A. No. 3621

DATE June 12, 1984

CROSS REFERENCE

860055868

868

SUPPLEMENTAL DECLARATION

This Supplemental Declaration made this 14th day of June, 1986, by Cherry Lake Development Corp. ("Declarant"),

WITNESSETH:

Whereas, Declarant caused to be executed and recorded a Declaration of Covenants and Restrictions on 13.234 acres on June 12, 1984, as Instrument No. 84-43844, in the Office of Recorder, Marion County, Indiana; and,

Whereas, by paragraph 23 of the Declaration, the Declarant reserved the right to amend the restrictions so long as Declarant owns fee simple title to more than six (6) lots encumbered by the restrictions; and,

Whereas, Declarant is the owner in fee simple of more than six (6) lots in the plat of the first section of Cherry Lake comprising said 13.234 acres.

NOW, by Supplemental Declaration, it is hereby declared that all of the land in Section 2 and Section 3 of Cherry Lake and more particularly described in Exhibit A and B, attached hereto and by this reference incorporated herein, are hereby annexed to the Cherry Lake subdivision and subject to the Declaration of Covenants and Restrictions, recorded June 12, 1984, as Instrument No. 84-43844, in the Office of Recorder Marion County, Indiana;

and executed the date first above written.

Cherry Lake Development Corp.

By: William A. Schmadeke

William A. Schmadeke, Pres.

Attest: Sandra S. Murray

Sandra S. Murray, Secy

DULY ENTERED FOR REGISTRATION

2686016624

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO
JUN 26 2 05 PM '86

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared William A. Schmadeke and Sandra S. Murray, President and Secretary, respectively, of Cherry Lake Development Corp., who acknowledged the execution of the foregoing Supplemental Declaration for and on behalf of the and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 14th day of June, 1986.

My commission expires July 17, 1988

This instrument prepared by William F. LeMond, Attorney at Law, 600 Union Federal Building, Indianapolis, IN. 46204.

William F. LeMond
Residing in Indianapolis, Marion County, IN.

file # 86-43844
code 6/86SCHM.1

APPROVED THIS 25th day of June, 1986
DAY OF June
William F. LeMond
Notary Public

