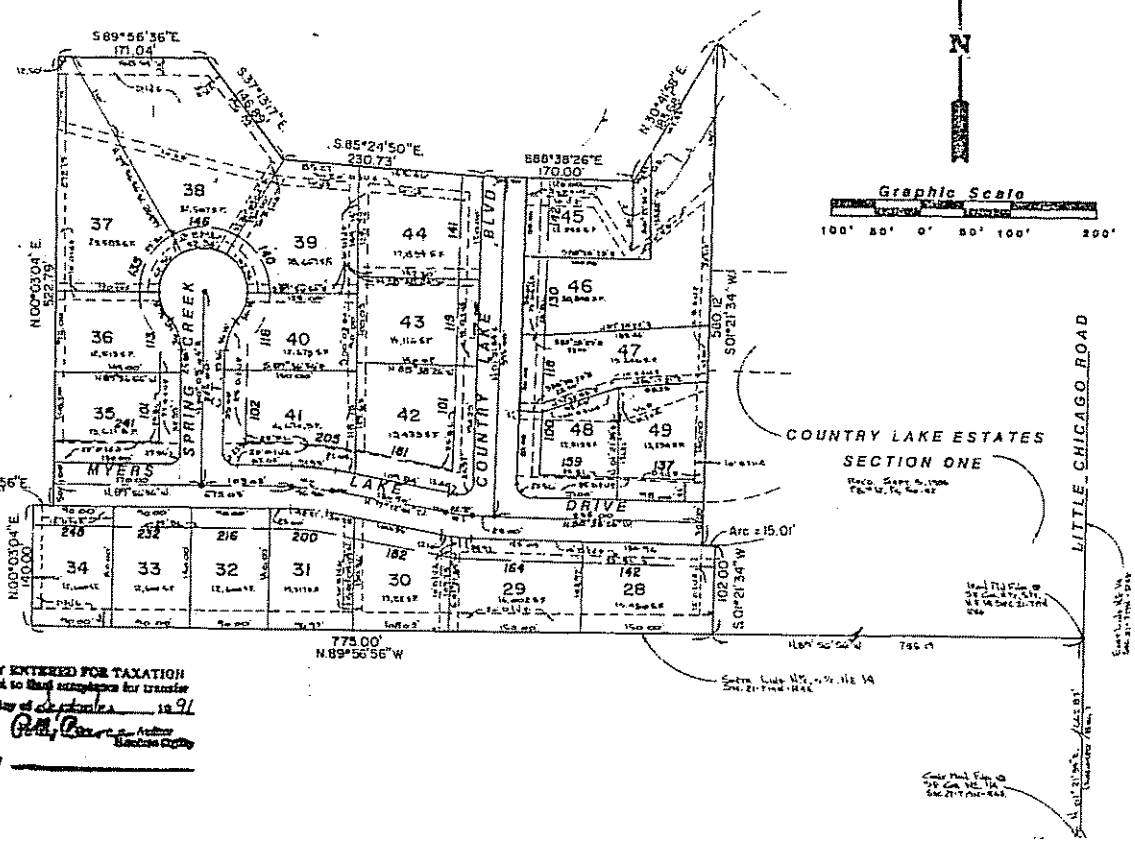
COUNTRY LAKE ESTATES
SECTION TWO
SECONDARY PLAT

CURVE DATA						
Curve No	Central Angle	Radius	Length	Chord	Tangent	Degree of Curve
Curve No.1	07° 26' 25"	200.00'	32.93'	32.92'	16.51'	29.64769°
Curve No.2	10° 44' 55"	250.00'	46.90'	46.83'	23.52'	22.9631°

LEGEND

B.L. BUILDING LINE
D.&U.E. DRAINAGE UTILITY EASEMENT
S.F. LOT SQUARE FOOTAGE
113 LOT ADDRESS

Note: All Property Lines At Intersections Are Mitered With A 10' Miter.



Instrument No. 9124827
P.C. No. ____ Slide No. 190

91 SEP 10 AM 9:50

"DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
19 day of September, 1991
Auditor
Hancock County"

Parcel # ____

undersigned owners retain title to one or more lots within the subdivision. Thereafter, the Committee shall be composed of Three (3) persons who are each owners of One (1) or more lots within the subdivision to be elected annually by a majority vote of all of the record owners of Lots within the subdivision. Such election shall take place between January 1st and January 15th of each calendar year with the committee members taking office on February 1st of each year. The Country Lake Estates Common Property Maintenance Committee shall make an annual assessment against each lot within the subdivision, the amount of the assessment to be determined by the Committee, for the purpose of creating a fund which may be utilized to finance the repair, replacement and maintenance of any of the common properties or facilities within the subdivision. The undersigned owners hereby retain for the Committee the right to impose a lien against any lot to secure the payment of any and all assessments made. The fund created by this provision shall be solely dedicated to the maintenance, repair or replacement of common properties or improvements within the subdivision and shall be utilized for no other purpose.

No animals, livestock or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

It shall be the duty of the owner of each lot in this subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers.

It is further understood and agreed that pursuant to IC 36-9-22-1, that as part of the consideration running to the City of Noblesville, the developer herein irrevocably releases its right and the right of its successors in title to remonstrate against pending or future annexation to the City of Noblesville.

The right to enforce the within restrictions, limitations and covenants by injunction is hereby dedicated and reserved to owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Said provisions shall be and continue in force and effect for a period to twenty (20) years from the date of this plat, and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision it is agreed to change the covenants in whole or in part.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Witness our signatures 11th day of July, 1988.

Harry Myers
Harry Myers

Judith A. Myers
Judith A. Myers

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harry Myers and Judith A. Myers who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

MY COMMISSION EXPIRES:
December 7, 1991

County, Indiana

NOTARY PUBLIC SEAL INDIANA

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY ACTS OF 1981 P.L. 309, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF NOBLESVILLE, INDIA THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF NOBLESVILLE AS FOLLOWS:

ADOPTED BY THE CITY PLAN COMMISSION AT A MEETING HELD 4/15/85

NOBLESVILLE CITY PLAN COMMISSION

Ed Watson, President

Steven R. Huntley, Secretary

BOARD OF PUBLIC WORKS AND SAFETY'S CERTIFICATE

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF TH CITY OF NOBLESVILLE, INDIANA, AT A MEETING HELD ON THE 24 DAY OF September, 1984.

Mary Sue Rowland, Mayor

Marilyn Conner, Clerk-Treasurer

I, STEVEN R. HUNTLEY, DIRECTOR OF PLANNING AND ZONING FOR THE CITY OF NOBLESVILLE, HEREBY CERTIFY THAT THE APPLICATION FOR APPROVAL OF THIS PLAT MEETS ALL OF THE MINIMUM REQUIREMENTS SET FORTH IN THE MASTER PLAN OF NOBLESVILLE, INDIANA, AND SUCH OTHER APPLICABLE REQUIREMENTS CONTAINED IN THE CODE OF ORDINANCES OF THE CITY OF NOBLESVILLE, DECEMBER 11, 1981, AS AMENDED.

Steven R. Huntley,
Director of Planning and Develo

DATE:

This instrument prepared by Douglas D. Church, Attorney at Law

CONCERT/IWP/FORM

Instrument No. 9124827
P.C. No. 1 Slide No. 196

REPLACEMENT PLAT

This plat executed to replace a lost plat previously approved on the 5th day of November 1985.

MARBAUGH

This Instrument Prepared By R.H.STOEPPELWERTH

Commencing at the Southeast corner of said Northeast Quarter Section (concrete monument found); thence North 01 degrees 21 minutes 34 seconds East (assumed bearing) 662.83 feet along the East line of said Northeast Quarter to the Southeast corner of the North Half of the South Half of said Northeast Quarter (iron pin found); thence North 89 degrees 56 minutes 56 seconds West 735.19 feet along the South line of the North Half of the South Half of said Northeast Quarter said line also being the Southern boundary line of Country Lake Estates Section One, recorded September 5, 1985 in Plat Book 12, pages 50 thru 52 in the Office of the Recorder of Hamilton County to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 56 minutes 56 seconds West 775.00 feet on and along said South line; thence North 00 degrees 03 minutes 04 seconds East 140.00 feet; thence South 89 degrees 56 minutes 56 seconds East 21.97 feet parallel with said South line; thence North 00 degrees 03 minutes 04 seconds East 522.79 feet; thence South 89 degrees 56 minutes 36 seconds East 171.04 feet; thence South 37 degrees 13 minutes 17 seconds East 146.89 feet; thence South 85 degrees 24 minutes 50 seconds East 230.73 feet; thence South 88 degrees 38 minutes 26 seconds East 170.00 feet; thence North 30 degrees 41 minutes 58 seconds East 183.68 feet to a point on the West boundary line of said Country Lake Estates Section One; thence South 01 degrees 21 minutes 34 seconds West parallel with the East line of said Northeast Quarter 580.12 feet on and along said West boundary to the point of curvature of a curve to the left, the radius point of said curve being North 01 degrees 21 minutes 34 seconds East 225.00 feet from said point; thence Easterly along said curve a distance of 15.01 feet on and along said West boundary, the radius point of said curve being North 02 degrees 27 minutes 47 seconds West 225.00 feet from said point; thence South 01 degrees 21 minutes 34 seconds West parallel with the East line of said Northeast Quarter 102.00 feet on and along said West boundary to the place of beginning, containing 10.062 acres more or less, being subject to all applicable highways, easements and rights-of-way of record.

I, R. M. Stoeppelwerth, hereby certify that I am a Land Surveyor, licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me during October, 1985, that all the monuments shown thereon actually exist or will be set within 30 days after completion of the street construction; and that their location, size, type and material are accurately shown.

RICHARD M. STOEPPELWERTH REGISTERED No. 10331 STATE OF INDIANA LAND SURVEYOR

R. M. Stoeppelwerth
Registered Land Surveyor
No. 10331

Instrument No. 9124827
P.C. No. 1 Slide No. 180

COVENANTS AND RESTRICTIONS FOR COUNTRY LAKE ESTATES

The undersigned, Harry Myers and Judith A. Myers, of Hamilton County, in the State of Indiana, being the owners of record of all of the above described tract of land, hereby lay off, plat and subdivide into lots and streets such tracts and do hereby dedicate for public use any of such streets not previously dedicated, in accordance with the within plat. The following restrictions, limitations and covenants are hereby imposed and shall run with the land contained in such plat.

The within plat shall be known and designated as Country Lake Estates, Section Two, Hamilton County, State of Indiana.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

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 SEVEN HUNDRED FIFTY 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. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement, garage or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Architectural Control Committee, which fence shall not exceed 42 inches in high in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to the side of any lot than 9 feet. 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.

No structure in this subdivision shall exceed 2 1/2 stories or 35 feet in height measured from finish grade to the underside of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

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 has 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 the Architectural Control 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 of 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.

The utility easements shown on the within plat are reserved as easements for use of city or county in which the subdivision is located, owners in this subdivision, and public utility companies (including cable TV companies), for the installation, use, maintenance, repair and removal of sewers, water mains, utility poles, wires and other facilities and utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under or across any such utility strip for any use except as set forth herein and owners in this subdivision shall take their title to the land contained in such utility strip subject to the perpetual easement herein reserved.

No campers, trailers, boats or similar vehicles shall be parked on any lot in this subdivision unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in this subdivision, the users of any street in this subdivision.

All lot owners shall be required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front.

The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walks and driveways shall be erected in, on, over, under or across any such easement; provided that a drainage easement may also be used as a utility strip, and structures permitted in a utility may be erected therein provided that they do not interfere with the flow of water. Owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easement herein reserved.

Easement Maintenance: On drainage easements, the City of Noblesville shall be responsible for the care, maintenance, repair and/or replacement of actual structures in place such as cement pipes, manholes, castings, etc., and each property owner as it pertains to his lot or lots shall maintain surface drainage systems and open swales. The City shall have access rights over and across said easements.