

COUNTRY LAKE ESTATES

SECTION 6B

SECONDARY PLAT

THIS INSTRUMENT PREPARED BY:
DENNIS D. OLMSTEAD
STOEPPELWERTH AND ASSOCIATES INC. 7965
EAST 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317)-849-5935

OWNER/SUBDIVIDER:
MYERS CONSTRUCTION CO., INC.
20565 LITTLE CHICAGO ROAD
NOBLESVILLE, IN. 46060
(317) 773-7481

COVENANTS AND RESTRICTIONS FOR COUNTRY LAKE ESTATES SECTION 6B

The undersigned, Harry Myers and Judith A. Myers of Hamilton County, in the State of Indiana, being the owners of record of all 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 6B, a subdivision in 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 (750) 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 only, 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 fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to any side lot line than 9 feet with a combined aggregate of 18 feet. In addition, when the structure is in excess of one story, for each story over the first, the total side yard shall be increased by 8 feet.

No structure in this subdivision shall exceed 2 1/2 stories or 25 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 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.

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; except 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 sewer 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. In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.


In order to provide for the continued maintenance of certain drainage structures located within the subdivision, there is hereby created the "Country Lake Estates Common Property Maintenance Committee". The Committee shall be composed of the undersigned owners of the herein described real estate or by their duly authorized representatives for so long as the 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.

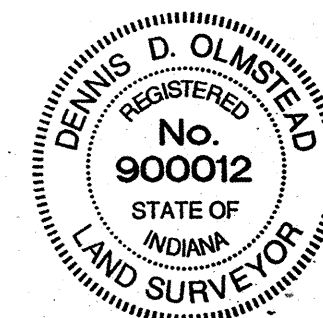
No animals, livestock or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

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. Such provisions shall be and continue in full force and effect for a period of 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.


Dennis D. Olmstead
Registered Land Surveyor
No. 900012





FIRST AMENDMENT TO COVENANTS AND RESTRICTIONS
FOR COUNTRY LAKE ESTATES SECTION 6B
[Document Cross Reference – Instrument No. 2007023657]

This First Amendment to the “Covenants and Restrictions of Country Lake Estates Section 6B” (the “Covenants and Restrictions”) is made by Myers Construction Co., Inc., an Indiana corporation (the “Owner/Subdivider”), as follows:

1. Recitals – The Owner/Subdivider states as follows:

A. The Covenants and Restrictions were duly recorded in the Office of the Recorder of Hamilton County, Indiana, on April 30, 2007, as Instrument No. 2007023657, at page 5 thereof.

B. The Owner/Subdivider, as the owner of a two-thirds majority of the total lots in the subdivision known as Country Lake Estates Section 6B (the “Subdivision”), has the right to amend and revise the Covenants and Restrictions.

C. Pursuant to the Uniform Development Ordinance of the City of Noblesville, Indiana, the minimum side yard setback line shall be eight (8) feet from the side yard property line (Article 8, Part B, Section 3).

D. The Owner/Subdivider desires to amend and revise the Covenants and Restrictions so as to be consistent with and confirm to the Uniform Development Ordinance of the City of Noblesville, Indiana.

2. Amendment – The 8th paragraph of the Covenants and Restrictions is amended and changed to read as follows:

Each building, structure or accessory building erected on a lot in the Subdivision shall comply with the Residential Bulk Requirements for R-2 Residential Districts as set forth in the Uniform Development Ordinance of the City of Noblesville, Indiana, as amended.

3. Binding Effect – The foregoing Amendment shall not restrict or diminish the rights or increase the obligations of any owner of a lot within the Subdivision conveyed to such owner prior to the effective date of the Amendment nor shall it adversely affect the rights and interests of mortgagees holding mortgages on any such lot.

4. Effective Date - The foregoing amendment shall be effective as of the date this First Amendment is recorded in the Office of the Recorder of Hamilton County, Indiana.

IN WITNESS WHEREOF, this First Amendment has been executed by the undersigned on the date set forth opposite their signature.

Myers Construction Co., Inc.,
an Indiana corporation

Date: December 4, 2020

By: Phillip L. Myers Trustee
Phillip L. Myers, Trustee of the
Harry C. and Judith A. Myers
Keystone Trust

State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public, in and for the said County and State, personally appeared Phillip L. Myers, Trustee of the Harry C. and Judith A. Myers Keystone Trust, who, having been duly sworn, acknowledged the execution of the foregoing for and on behalf of Myers Construction Co., Inc., and stated that the representations contained therein are true,

Witness my hand and notarial seal this 4th day of December, 2020.

My Commission Expires:
4-1-2021
My County of Residence:
Hamilton

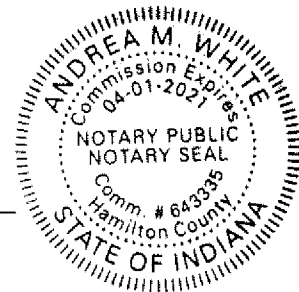
Andrea M White
Notary Public

Andrea M White
Printed Name

EXECUTED AND DELIVERED in my presence:

[Signature]
Witness

Sean M Clapp
Witness Printed Name



State of Indiana)
) SS:
County of Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Sean M Clapp, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Phillip L. Myers, Trustee of the Harry C. and Judith A. Myers Keystone Trust, for and on behalf of Myers Construction Co., Inc., in the subscribing witness's presence, and that the subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

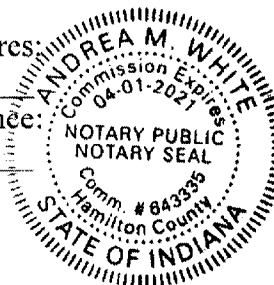
Witness my hand and notarial seal this 4th day of December, 2020.

My Commission Expires:

4-1-2021

My County of Residence:

Hamilton



Andrea M White
Notary Public

Andrea M White
Printed Name

This Instrument prepared by: F. Bradford Johnson, Attorney at Law, 8766 South Street, Ste 210, Fishers, IN 46038

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

/s/ F. Bradford Johnson

Return recorded instrument to:

Myers Construction Co., Inc.
Attn: Phillip L. Myers, Trustee
10139 Northwind Drive
Indianapolis, IN 46256