SUBDIVISION  Fawn Lake Estates Section One

LEGAL  Pt. of W 1/2 of SE 1/4 of S17 T17N R2E

CROSS REFERENCE

DECLARATION

TOWNSHIP  Pike

RETURN TO:  Jim Sandgriss
             271-2026
FAWN LAKE ESTATES
SECTION ONE

FINAL PLAT

1. the undersigned, a Registered Land Surveyor in the State of Indiana hereby certify that the platting hereon represents a survey and establishment of part of the lands held by the Stockholders of Section 17, Township 51 North, Range 2 East, in Noble County, Indiana, same particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of Section 17, Township 51 North, Range 2 East, in Noble County, Indiana, thence North 35 degrees 30 minutes 45 seconds east 495.50 feet to the North line of said tract plat, thence North 60 degrees 30 minutes 38 seconds east 47.00 feet to the West line of said tract plat as herein described for 130.00 feet. Thence South 60 degrees 00 minutes 27 seconds east 130.00 feet to the South line of said tract plat, thence South 35 degrees 30 minutes 45 seconds west 495.50 feet to the South line of said tract plat as herein described for 130.00 feet. Thence North 60 degrees 30 minutes 38 seconds west 47.00 feet to the West line of said tract plat, thence North 60 degrees 00 minutes 27 seconds west 130.00 feet to the West line of said tract plat, thence South 35 degrees 30 minutes 45 seconds east 495.50 feet to the Southwest corner of the Northwest Quarter of Section 17, Township 51 North, Range 2 East, in Noble County, Indiana.

Subject to the right-of-way for 6th Street.
Subject to any underground pipelines in favor of Evergreen Mill Company.

This platting contains 11 acres, surveyed 13 through 15, both inclusively, and is shown herein. The size of the lots not the width of the lots is shown in Figures due to insufficient data.

Witness my signature this 19th day of December, 1999.

Allen R. Wake, Reg. L.S. - Indiana #19939

RECEIVED

F.M.H.

FILED

SEAL

VFD LINERS & VFD
BEFORE 2-7-03

58-3-93

S80121720

SHEET 1 of 2
Covenants and Restrictions for Fawn Lake Estates Section One

We, the undersigned, Don Perry and Jason J. Perry, owners of the real estate shown and described on the attached plat hereby certify that we have filed, recorded, ascribed, and so hereby sell, sell, and transfer and assign all such real estate and possession with the same plats.

Notwithstanding this sale shall be known and designated as Fawn Lake Estates, Section One, a subdivision being located in the City of Indianapolis, Indiana. All streets, torn homesteads shall hereby designated as the within plat.

Building Line: That part of said front line, and said back line on each lot is to be shown on the plat, between which line shall be the property lines of the said lots. There shall be no buildings or structures erected within the same. Minimum side yard shall be 10 feet. Minimum rear yard shall be 30 feet.

Utilities Encroachment and Minimum Lot Size:

The use of any building located within the plat shall be in accordance with the plat shown. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement.

Land Use and Building Type: No building shall be erected, placed, altered, placed or permitted to remain on any lot other than those to be used for single family dwellings only. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement.

Architectural Controls: No building or structure shall be erected, placed, or altered on any lot which in terms of overall design, size, and exterior appearance does not appear as a well-informed, properly designed, and planned comprehensive plan. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement.

Landscape: No wade area, stormwater bay, or stormwater feature shall be constructed on any lot which is more than 30 feet in length. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement.

Exterior Design: No building shall be designed or any exterior to the front line, not exceed the 210 square feet of the minimum lot size shown on the plat shown. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement. The plat shows the location of the minimum lot size. The plat shows the location of the public utility easement.

Lighting and Power: No light or power shall be provided to any structure except as required by the Architectural Committee.

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Covenants and Restrictions for Fawn Lake Estates

Section One

We, the undersigned, Donny Perry and Sandy J. Perry, owners of the real estate shown and described on the face hereof, do hereby certify that we have paid, platted, subdivided, and so hereby sell, give, convey, and transfer unto the said purchasers, and the said purchasers, their heirs, successors and assigns forever, the property described, subject to the covenants and restrictions hereinafter set forth.

Section Two

This subdivision shall be known and designated as Fawn Lake Estates, Section One, a subdivision being located in the City of Indianapolis, Indiana. All lots, tracts, or parcels of real estate described in the plat hereof shall be hereby designated as follows:

Building Line: From each side set back lines, and side set back lines on every lot as shown on the plat, between which lines all the property lines of the lots of more than 50 feet shall be used for buildings or structures intended for residential occupancy. Minimum side yard shall be 10 feet. Minimum rear yard shall be 20 feet.

Utility Easements and Drainage

The right of way of general designed on the within plat to distribute electric, sanitary sewer, storm sewer, storm drain and sanitary drain lines and such other improvements as the Drainage Committee (CD) is required to provide for and causes for the storm and sanitary sewer systems to be laid out in an adequate underground conduit, to serve the needs of this subdivision and joining thereof and public drainage systems. No structure, including fences, shall be built upon said easements which will obstruct flow from the area being served. Sewer connections (CD) are required for the use of the local governmental agency having jurisdiction over the sewer and sanitary systems, and minimum spacing and sanitary requirements for the purpose of septic tank maintenance and the proper collection and disposition of solids, sterile, or water. The owner of any lot in this subdivision shall take title subject to the covenants, conditions, and restrictions as the rights of utilities companies and other public service agencies to service the drainage system, electric, gas, water, storm, sewer, gas, and water to be located in such streets of public grounds for the purposes herein stated.

Land Use and Building Code

No building shall be erected, altered, or permitted to exist on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling, provisions can be made for the lot line restrictions shall not apply to the front building dividing any two said lots.

Architectural Control

No building or structure shall be erected, added to, or altered on any lot in such a manner as to impair the beauty of the neighborhood. The design, materials, and color used in the construction and development of any building or structure shall have been approved by the Architectural Committee, in the opinion of the Architectural Committee, to be of a character and style and to blend with the buildings already in existence.

Terrorism

No structure of a temporary character, trailer, billboard, tree, shrub, garage, fence, or other such structure shall be used for any purpose, other than temporary or permanent. The purpose of this covenant, in the event need should arise, to remain during the building period and bond shall be permitted to be held per the Architectural Committee.

Litter and Rubbish Disposal

No litter, trash, trash can, or any kind of trash shall be left, discarded, or placed on any part of the premises, or which is not in the possession of the owner or occupants of the premises. No waste, trash, or garbage shall be left upon or near any part of the premises.

State Water Supply System

No single water system shall be permitted on any lot until such system is designed, located, and constructed in accordance with the specifications and recommendations of all county and state governmental authorities and agencies operating, planning, and administering water supply systems. Such systems shall be approved by the Architectural Committee.

Structural Changes

No individual owners shall make or authorize any changes, additions, or alterations of any kind to the structure, or to any part of the premises, or the property of any kind, which shall be detrimental to the safety, welfare, or comfort, or the Architectural Committee.

Parking

All lots in this subdivision shall be given access from interior streets only. No individual lot shall be accessed directly onto the service street.

Shed Structure

No lean-to, shed, or outbuilding which obstructs the central egress between two feet and the first floor shall be placed, or permitted to be constructed by the owner, except for running water connections for the purpose of serving the exterior of a separate structure, or the exterior of the building, and placed in such a manner as to provide easy access to, and prevent any obstruction of, the exterior of the building, and placed in such a manner and position as to permit the use of the property in its entirety.

Driveway

All lots in the subdivision shall have access from interior street only. No individual lot shall be accessed directly onto the service street.

Painting

No building shall be painted in any manner or style that the Architectural Committee determines is not in keeping with the other buildings in the subdivision.

Drainage

The right of way of general designed on the within plat to distribute electric, sanitary sewer, storm sewer, storm drain and sanitary drain lines and such other improvements as the Drainage Committee (CD) is required to provide for and causes for the storm and sanitary sewer systems to be laid out in an adequate underground conduit, to serve the needs of this subdivision and joining thereof and public drainage systems. No structure, including fences, shall be built upon said easements which will obstruct flow from the area being served. Sewer connections (CD) are required for the use of the local governmental agency having jurisdiction over the sewer and sanitary systems, and minimum spacing and sanitary requirements for the purpose of septic tank maintenance and the proper collection and disposition of solids, sterile, or water. The owner of any lot in this subdivision shall take title subject to the covenants, conditions, and restrictions as the rights of utilities companies and other public service agencies to service the drainage system, electric, gas, water, storm, sewer, gas, and water to be located in such streets of public grounds for the purposes herein stated.

Architectural Control

The Architectural Committee shall be composed of Donny Perry and Sandy J. Perry. All lots shall be sold, and all such lots shall be subject to the Architectural Committee, and all such lots shall have the major role of the Architectural Committee. Donny Perry shall have the right to designate a representative to act for and on his behalf. The Architectural Committee's approval or disapproval is required in regard to such restrictions shall be in writing. In the event that said approval is not received from the Architectural Committee within fourteen (14) days from the date of submission, it shall be deemed that the Architectural Committee has disapproved the present plan.

Violations

The violation of any covenant, in order to become effective, shall give to the said Owner, their assigns and successors, the right to institute proceedings at law or in equity to enjoin the violation; and all costs, expenses, and reasonable attorney's fees, reasonable and actual, which may be incurred in connection therewith, shall be paid by the violator. All such proceedings shall be brought and maintained in accordance with the laws of the State of Indiana, and all such proceedings shall be subject to the jurisdiction of any court of competent jurisdiction in this State of Indiana. Any such proceedings shall be held and conducted and any such action or proceeding shall be commenced in the manner prescribed by the laws of the State of Indiana, and in such manner as the Architectural Committee shall determine.

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