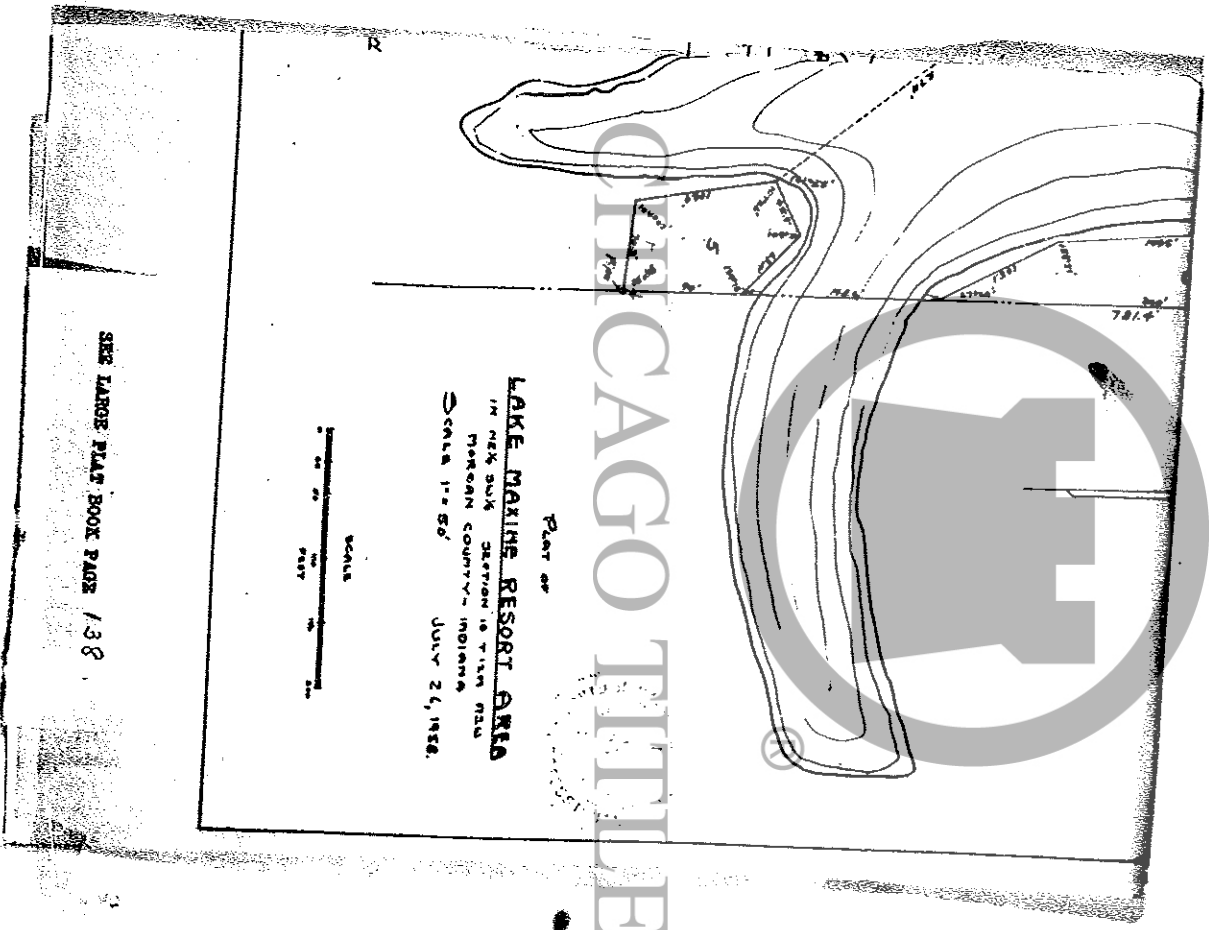


Under County Street Sec. West 271 p. 283

9523

BOOK 150 PAGE 169



D E D I C A T I O N

The undersigned, Robert W. Davis and Maxine E. Davis, husband and wife, Herbert Davidson and Frances Davidson, his wife, Fred Davidson and Nellie Davidson, his wife, owners of the above described real estate, hereby certify that they have laid off, platted and divided into lots, roads and streets, in accordance with the annexed plat, the real estate hereinabove described.

Said property and the use thereof by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land, to-wit:

1. This subdivision shall be known as Lake Maxine Resort Area.
2. All roadways, streets, drives as shown on said plat are for the use of the owners of the lots in said subdivision.
3. All of said lots are subject to an easement for installation and maintenance of utilities as shown and indicated on said plat.
4. No lot shall be used except for residential purposes; no mercantile or business establishment of any kind or character shall be erected, altered, placed or permitted to remain on any of said lots.
5. All cottages or dwellings shall have at least ~~five~~ hundred ~~(500)~~ square feet of floor space, exclusive of basement, garage floors and porches, and shall be of solid masonry or concrete foundation, with recognized standard frame or masonry construction; the exterior shall be of standard material.
6. No dwellings shall be built nearer than 15 feet of the shore line or front property line of any lot, including porches,

or nearer than 5 feet to the side property line of any adjacent owner. Owners of lots fronting on the lake shall maintain the shore line adjacent thereto.

7. All waste from bathrooms, sinks, laundry tubs shall be treated through septic tanks or grease traps and filtered into the soil in such a manner as to eliminate odors. In the event outside toilets are constructed or used on said lots, the owner thereof shall at all times, whether using a septic tank or outside toilet, comply with the regulations of the Indiana State Board of Health, or other proper municipal or state authority.

8. No dumping of refuse, garbage or tin cans will be permitted.

9. No trailer or other portable device, garage or outbuilding shall be erected or used as a residence, except for temporary housing during the construction of buildings on the premises, and only for a reasonable time for construction.

10. No lot owner shall permit poultry or livestock of any kind to be quartered upon said lots, except household pets.

11. Use of firearms, hunting or firearm target practice is hereby prohibited.

12. Ownership of any lot entitles the owner, members of his family, invited guests to be the free use of the lake, roads, drives, passways, freeways and grounds in said subdivision, or elsewhere as designated by the Owner and Lake Management for the proper use thereof in the best interests of the lot owners.

13. Each owner is entitled to place one boat only upon said Lake, provided however, the same shall not be powered with a motor, and the waters of the lake and the use thereof shall be governed by the Indiana Department of Conservation.

CHESAPEAKE

14. Neither the Owner, the Lake Management, their officers, agents, servants, employees, successors or assigns shall be held to answer in damages for any act or occurrence on or off the Grounds, or in or out of the waters of the Lake.

15. The Owners reserve the right to make reasonable rules and regulations for the conduct and behaviour of persons permitted upon said Lake, it being agreed and understood that this provision is for a license only, which may be revoked by the owners of said Lake for failure to obey such rules and regulations.


16. The right to enforce these provisions and conditions by injunction, together with the right to cause removal by due process of law any structure erected or maintained in violation of any of the above provisions and conditions is hereby dedicated to the Owners and/or the Lake Management.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this 15 day of July, 1958.

  
Robert W. Davis

  
Maxine E. Davis

  
Herbert Davidson

  
Frances Davidson

  
Fred Davidson

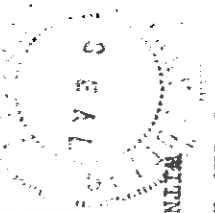
  
Nellie Davidson

CHICAGO TITLE

STATE OF INDIANA,  
COUNTY OF MARION, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this Yd day of July, 1958, personally appeared the within named Robert W. Davis and Maxine E. Davis, husband and wife, Herbert Davidson and Frances Davidson, his wife, Fred Davidson and Nellie Davidson, his wife, owners of the above described real estate, and acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned and described.

WITNESS my hand and notarial seal.



*Raphael D. Dushman*  
Raphael D. Dushman  
Notary Public

My commission expires:  
RAPHAEL D. DUSHMAN  
My term expires April 1, 1963

APPROVED this 29th day of July, 1958, and entitled to  
Record.

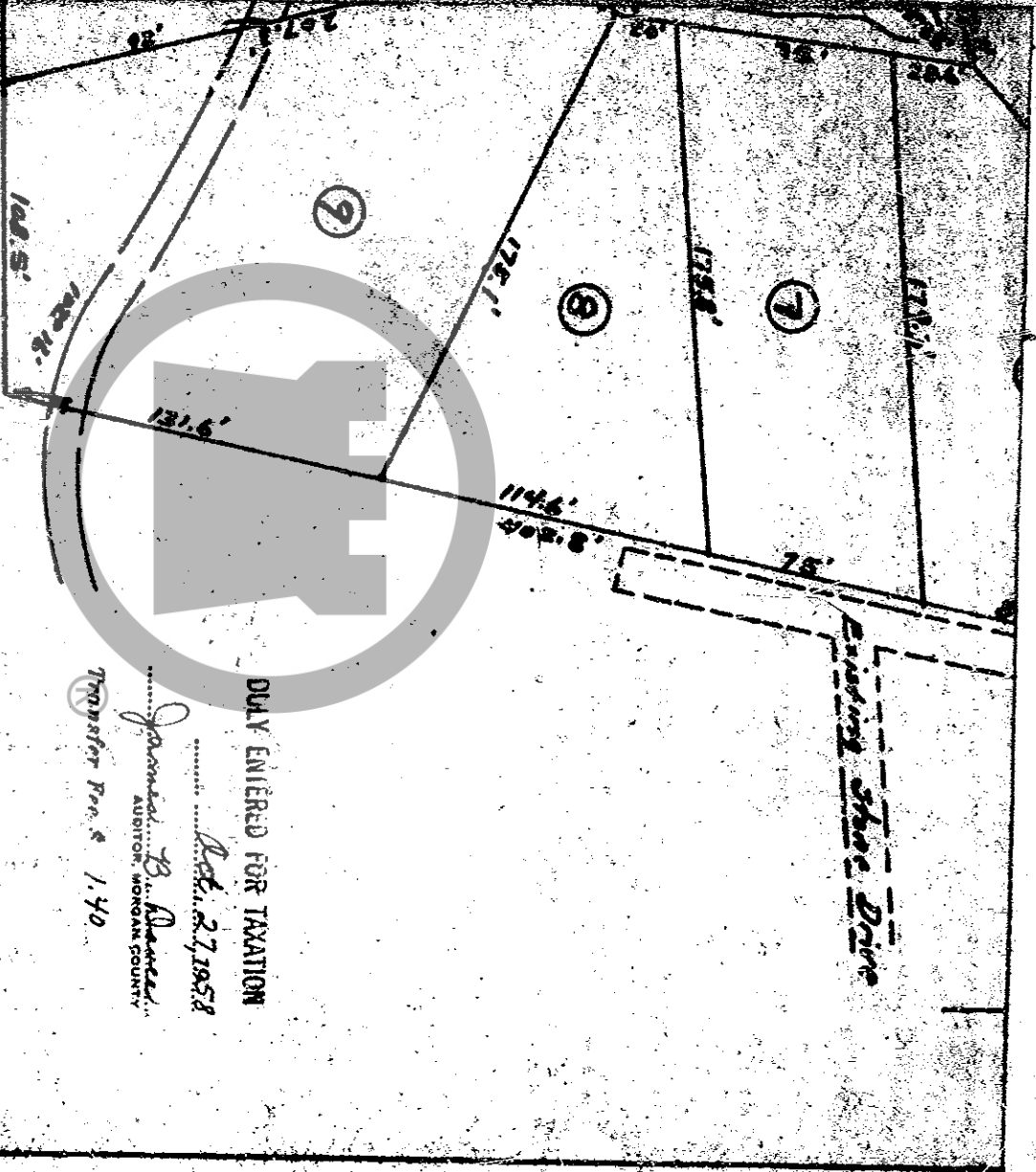
# CHICAGO TITLE

MORGAN COUNTY PLAN COMMISSION

BY *Walter J. Smith*  
Chairman

Attest:  
*E. J. Howard*  
E. J. Howard, Secretary.

Recorded this 30th day of July A. D., 1958, at 3:50 o'clock P. M.  
*Blanche B. Smalley*  
Recorder of Morgan County



DUTY ENTERED FOR TAXATION  
 Oct. 27, 1958  
 Approved: *W. B. ...*  
 AUDITOR, MONROE COUNTY  
 Transfer Fee \$ 1.40

CHICAGO PART OF  
 EAST SHOE SECTION

LAND TAXING REPORT AREA  
 IN NEW 56K SECTION 10, T12N, R22W  
 MONROE COUNTY - INDIANA

SCALE 1" = 50' DEPRIMBER 12, 1958





SEE BIG PLAT BOOK PAGE 139

D E D I C A T I O N

The undersigned, Robert W. Davis and Marjane E. Davis, husband and wife, Herbert Davidson and Frances Davidson, his wife, Fred Davidson and Nellie Davidson, his wife, owners of the above described real estate, hereby certify that they have laid off, platted and divided into lots, roads and streets, in accordance with the annexed plat, the real estate hereinabove described. Said property and the use thereof by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land, to-wit:

1. This subdivision shall be known as Lake Marjane Resort Area, East Shore.
2. All roadways, streets, drives ~~as~~ shown on said plat are for the use of the owners of the lots in said subdivision.
3. All of said lots are subject to an easement for installation and maintenance of utilities as shown and indicated on said plat.
4. No lot shall be used except for residential purposes; no mercantile or business establishment of any kind or character shall be erected, altered, placed or permitted to remain on any of said lots.
5. All cottages or dwellings shall have at least five hundred (500) square feet of floor space, exclusive of basement, garage floors and porches, and shall be of solid masonry or concrete foundation, with recognized standard frame or masonry construction; the exterior shall be of standard material.
6. No dwelling shall be built nearer than 15 feet of the shore line or front property line of any lot, including porches,



or nearer than 5 feet to the side property line of any adjacent owner. Owners of lots fronting on the lake shall maintain the shore line adjacent thereto.

7. All waste from bathrooms, sinks, laundry tubs shall be treated through septic tanks or grease traps and filtered into the soil in such a manner as to eliminate odors. In the event outside toilets are constructed or used on said lots, the owner thereof shall at all times, whether using a septic tank or outside toilet, comply with the regulations of the Indiana State Board of Health, or other proper municipal or state authority.

8. No dumping of refuse, garbage or tin cans will be permitted.

9. No trailer or other portable device, garage or outbuilding shall be erected or used as a residence, except for temporary housing during the construction of buildings on the premises, and only for a reasonable time for construction.

10. No lot owner shall permit poultry or livestock of any kind to be quartered upon said lots, except household pets.

11. Use of firearms, hunting or firearm target practice is hereby prohibited.

12. Ownership of any lot entitled the owner, members of his family, invited guests to the free use of the lake, roads, drives, passways, freeways and grounds in said subdivision, or elsewhere as designated by the Owner and Lake Management for the proper use thereof in the best interests of the lot owners.

13. Each owner is entitled to place one boat only upon said Lake, provided however, the same shall not be powered with a motor, and the waters of the lake and the use thereof shall be governed by the Indiana Department of Conservation.

14. That the Owner, the Lake Management, their officers, agents, servants, employees, successors or assigns shall be held to answer in damages for any act or occurrence on or off the grounds, or in or about the waters of the Lake.

15. The Owners reserve the right to make reasonable rules and regulations for the conduct and behaviour of persons permitted upon said Lake, it being agreed and understood that this provision is for a license only, which may be revoked by the owners of said Lake for failure to obey such rules and regulations.

16. The right to enforce those provisions and conditions by injunction, together with the right to cause removal by the process of law any structure erected or maintained in violation of any of the above provisions and conditions is hereby dedicated to the Owners and/or the Lake Management.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this 27th day of September, 1959.

**CHICAGO TITLE**

*[Signature]*  
ROBERT V. DAVIS

*[Signature]*  
MARION E. DAVIS

*[Signature]*  
ROBERT DAVIS

*[Signature]*  
FRANCIS DAVIS

*[Signature]*  
MRS. DAVIS

*[Signature]*  
MRS. DAVIS

STATE OF INDIANA,

COUNTY OF HARRIS, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 27 day of September, 1958, personally appeared the within named Robert W. Davis and Maxine E. Davis, husband and wife, Herbert Davidson and Frances Davidson, his wife, Fred Davidson and Nellie Davidson, his wife, owners of the above described real estate, and acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned and described.



My commission expires:

*Raphael D. Dushman*  
Notary Public

RAPHAEL D. DUSHMAN  
My commission expires Aug 1, 1964 ✓

APPROVED this 30th day of September, 1958, and entitled to record.

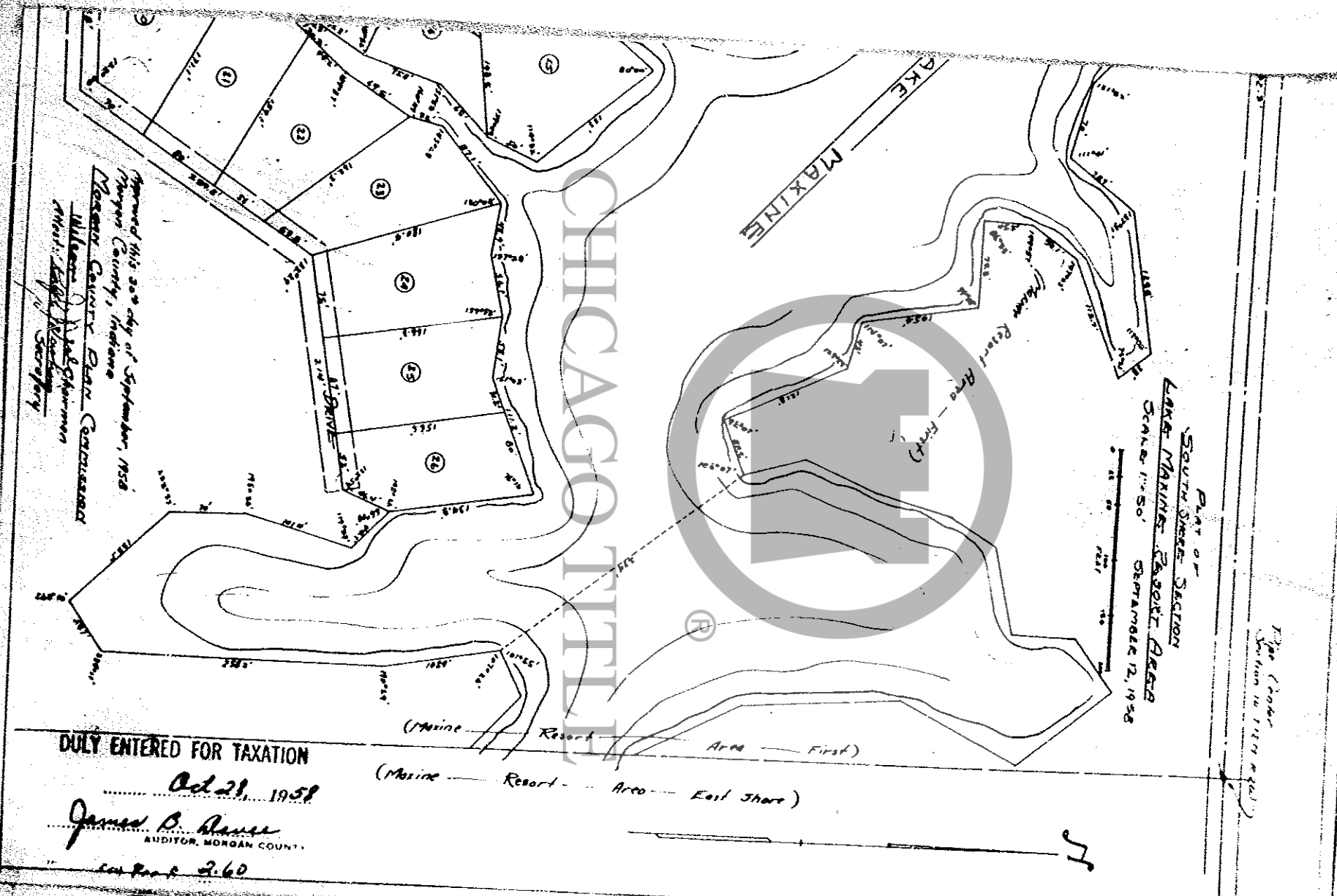
MORGAN COUNTY PLAK COMMISSION  
By *Wylene J. West*  
CHAIRMAN



Recorded the 28th day of October A. D., 1958 at 3:30 o'clock P. M.  
*Gladys B. Marley*  
Recorder of Morgan County

1102

BOOK 151 PAGE 349



Approved this 20<sup>th</sup> day of September, 1958  
 Morgan County, Indiana  
 Western Survey Plan Certificate  
 William D. Sturman  
 State Surveyor

Part of  
 SOUTH SIDE SECTION  
 LAKE MAXINE RESORT AREA  
 Scale 1" = 50'  
 DATED 12, 1958

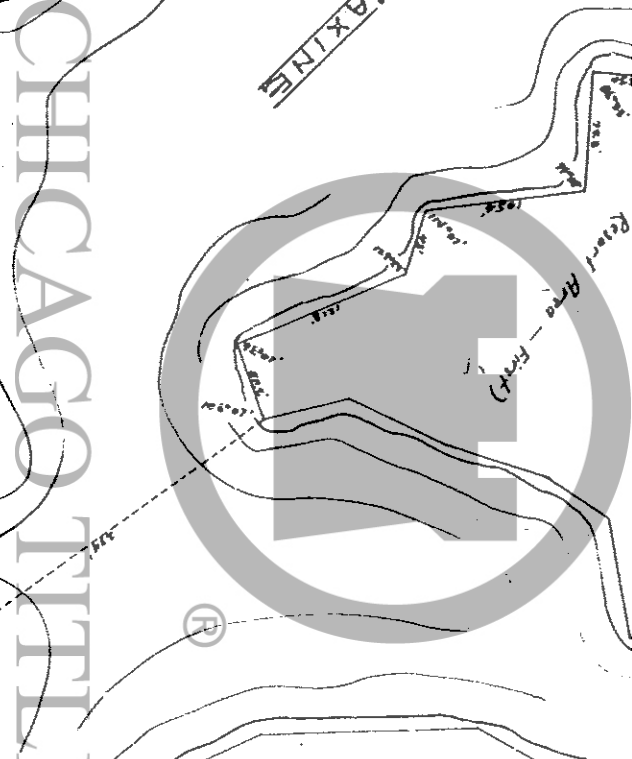
Type (Color  
 Section in 1958)

DULY ENTERED FOR TAXATION

Oct 21, 1958

James P. Reese  
 AUDITOR, MORGAN COUNTY

Vol. 2-60



**PLANNING CERTIFICATE**

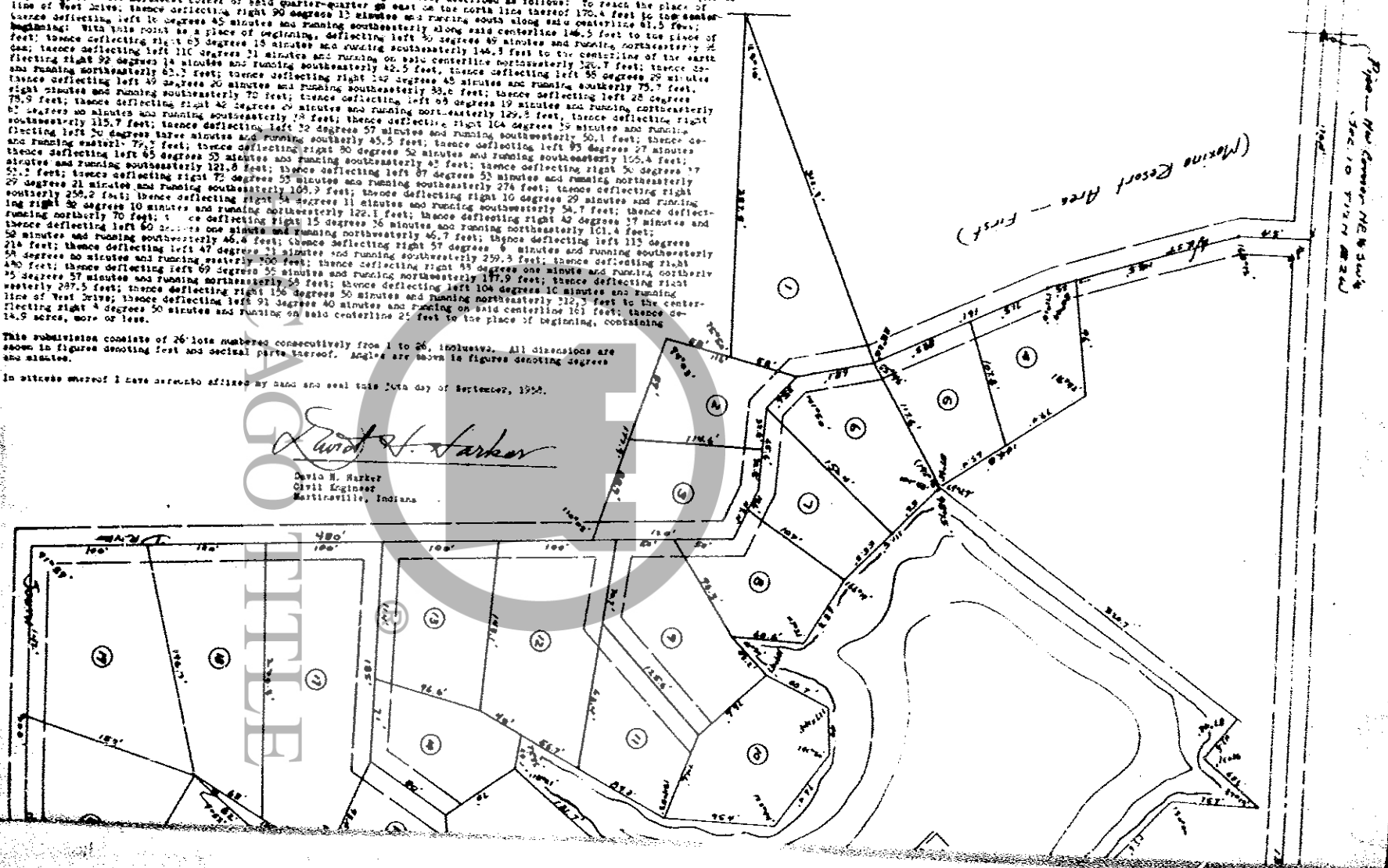
I, the undersigned, David M. Barker, do hereby certify that this plat is true and correct and represents the subdivision of the following described tract of real estate situated in Morgan County, Indiana, to-wit: Part of the northern quarter of the southeast quarter of Section 10, Township 12 North, Range 7 West, described as follows: To reach the northern corner bearing from the northeast corner of said quarter-quarter go east on the centerline thereof 170.4 feet to the centerline of West Drive; thence deflecting right 90 degrees 15 minutes and running south 61.5 feet to the place of beginning; thence deflecting left 10 degrees 45 minutes and running southeasterly along said centerline 140.5 feet to the line of said drive; thence deflecting right 65 degrees 15 minutes and running south 140.5 feet to the centerline of the east line; thence deflecting left 110 degrees 15 minutes and running southeasterly 140.5 feet to the centerline of the east line; thence deflecting right 140 degrees 45 minutes and running southeasterly 120.7 feet; thence deflecting left 55 degrees 20 minutes and running southeasterly 70 feet; thence deflecting right 140 degrees 45 minutes and running southeasterly 33.6 feet; thence deflecting left 25 degrees 45 minutes and running southeasterly 70 feet; thence deflecting right 104 degrees 15 minutes and running southeasterly 115.7 feet; thence deflecting left 95 degrees 27 minutes and running southeasterly 15.4 feet; thence deflecting right 75 degrees 15 minutes and running southeasterly 121.8 feet; thence deflecting left 45 degrees 55 minutes and running southeasterly 101.9 feet; thence deflecting right 50 degrees 10 minutes and running southeasterly 54.7 feet; thence deflecting left 27 degrees 21 minutes and running southeasterly 274 feet; thence deflecting right 50 degrees 10 minutes and running southeasterly 250.2 feet; thence deflecting right 54 degrees 11 minutes and running southeasterly 102.1 feet; thence deflecting left 60 degrees one minute and running southeasterly 101.4 feet; thence deflecting right 15 degrees 36 minutes and running southeasterly 54.7 feet; thence deflecting left 113 degrees 24 minutes and running southeasterly 46.4 feet; thence deflecting right 15 degrees 36 minutes and running southeasterly 101.4 feet; thence deflecting left 47 degrees 47 minutes and running southeasterly 259.3 feet; thence deflecting right 45 degrees one minute and running southeasterly 140 feet; thence deflecting left 69 degrees 55 minutes and running southeasterly 177.9 feet; thence deflecting right 25 degrees 57 minutes and running southeasterly 50 feet; thence deflecting left 104 degrees 10 minutes and running southeasterly 237.5 feet; thence deflecting right 150 degrees 50 minutes and running southeasterly 112.3 feet to the centerline of West Drive; thence deflecting left 91 degrees 40 minutes and running on said centerline 161 feet; thence deflecting right 4 degrees 50 minutes and running on said centerline 25 feet to the place of beginning, containing 24.9 acres, more or less.

This subdivision consists of 26 lots numbered consecutively from 1 to 26, inclusive. All dimensions are shown in figures denoting feet and decimal parts thereof. Angles are shown in figures denoting degrees and minutes.

In witness whereof I have hereunto affixed my hand and seal this 10th day of September, 1955.

*David M. Barker*

David M. Barker  
Civil Engineer  
Martinsville, Indiana



SEE PLAT BOOK PAGE 140

DEDICATION

The undersigned, Robert W. Davis and Maxine E. Davis, husband and wife, Herbert Davidson and Frances Davidson, his wife, Fred Davidson and Nellie Davidson, his wife, owners of the above described real estate, hereby certify that they have laid off, platted and divided into lots, roads and streets, in accordance with the annexed plat, the real estate hereinabove described.

Said property and the use thereof by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land, to-wit:

1. This subdivision shall be known as Lake Maxine Resort Area, South Shore.
2. All roadways, streets, drives as shown on said plat for the use of the owners of the lots in said subdivision.
3. All of said lots are subject to an easement for installation and maintenance of utilities as shown and indicated on said plat.
4. No lot shall be used except for residential purposes; no mercantile or business establishment of any kind or character shall be erected, altered, placed or permitted to remain on any of said lots.
5. All cottages or dwellings shall have at least five hundred (500) square feet of floor space, exclusive of basement, garage floors and porches, and shall be of solid masonry or concrete foundation, with recognized standard frame or masonry construction; the exterior shall be of standard material.
6. No dwellings shall be built nearer than 15 feet of the shore line or front property line of any lot, including porches,

or nearer than five (5) feet to the side property line of any adjacent owner. Owners of lots fronting on the lake shall maintain the shore line adjacent thereto.

7. All waste from bathrooms, sinks, laundry tubs shall be treated through septic tanks or grease traps and filtered into the soil in such a manner as to eliminate odors. In the event outside toilets are constructed or used on said lots, the owner thereof shall at all times, whether using a septic tank or outside toilet, comply with the regulations of the Indiana State Board of Health, or other proper municipal or state authority.

8. No dumping of refuse, garbage or tin cans will be permitted.

9. No trailer or other portable device, garage or outbuilding shall be erected or used as a residence, except for temporary housing during the construction of buildings on the premises, and only for a reasonable time for construction.

10. No lot owner shall permit poultry or livestock of any kind to be quartered upon said lots, except household pets.

11. Use of firearms, hunting or firearm target practice is hereby prohibited.

12. Ownership of any lot entitled the owner, members of his family, invited guests to the free use of the lake, roads, drives, passways, freeways and grounds in said subdivision, or elsewhere as designated by the Owner and Lake Management for the proper use thereof in the best interests of the lot owners.

13. Each owner is entitled to place one boat only upon said Lake, provided however, the same shall not be powered with a motor, and the waters of the lake and the use thereof shall be governed by the Indiana Department of Conservation.


14. Neither the Owner, the Lake Management, their officers, agents, servants, employees, successors or assigns shall be held to answer in damages for any act or occurrence on or off the grounds, or in or out of the waters of the Lake.

15. The Owners reserve the right to make reasonable rules and regulations for the conduct and behaviour of persons permitted upon said Lake, it being agreed and understood that this provision is for a license only, which may be revoked by the owners of said Lake for failure to obey such rules and regulations.

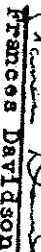
16. The right to enforce these provisions and conditions by injunction, together with the right to cause removal by due process of law any structure erected or maintained in violation of any of the above provisions and conditions is hereby dedicated to the Owners and/or the Lake Management.

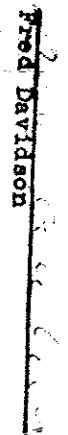
IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this 27<sup>th</sup> day of September, 1958.

  
Robert W. Davis

  
Maxine E. Davis

  
Herbert Davidson

  
Frances Davidson

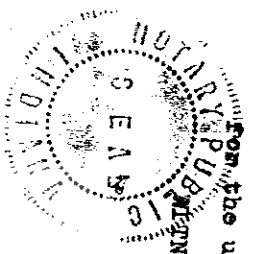
  
Fred Davidson

  
Nellie Davidson



STATE OF INDIANA  
COUNTY OF MARION, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 27<sup>th</sup> day of September, 1958, personally appeared the within named Robert W. Davis and Marlene E. Davis, husband and wife, Herbert Davidson and Frances Davidson, his wife, Fred Davidson and Nellie Davidson, his wife, owners of the above described real estate, and acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed ~~for~~ the uses and purposes therein mentioned and described.



My commission expires:

RAFAEL D. DUSHMAN  
My commission expires Aug. 1, 1960

*Raphael D. Dushman*  
Notary Public.

APPROVED this 30th day of September, 1958, and entitled to record.



MORGAN COUNTY PLAN COMMISSION  
**CHICAGO TITLE**  
BY *Alfred J. Havel*  
Chairman



Recorded the 28th day of October A. D., 1958 at 3:35 o'clock P. M.  
*Glady S. Mawley*  
Recorder of Morgan County

AMENDED COVENANTS AND RESTRICTIONS FOR LAKE MAXINE, INC.

As of March 19, 2005, the following items are replacements of items found in the Dedication for Lake Maxine, Inc., dated July 25, 1958, Original Covenants and Restrictions DR 150 p.169.

#5. New builders of dwellings shall have at least 1,000 sq. ft. of floor space, exclusive of basement, garage floors and porches, and shall be of solid masonry of concrete foundation, with recognized standard frame or masonry construction; the exterior shall be of standard material.

#13. Two boats are allowed for each property owner - no power motors. However, electric motors are allowed.

As of March 19, 2005, the following items are added to the Dedication for Lake Maxine, Inc. dated July 25, 1958. Original Covenants and Restrictions DR 150 p. 169

#17. Property owners are responsible for their property, their lake dues and also responsible for their renters activities to coincide with lake rules.

#18. Each property owner of Lake Maxine, Inc. shall be required to pay \$100.00 per year in lake maintenance and fees. Each yearly payment (or arrangements for payment thereof) is due on or before June 1<sup>st</sup> of each year. Liens may be placed on the real property of each property owner who fails to pay fees after 12 months of being delinquent. All fees not paid after 12 months, may be subject to 12% APR.

The above and foregoing, Lake Maxine Dedication Covenants and Restrictions, was passed on March 19, 2005 at a meeting of the members of Lake Maxine, Inc. An Indiana Not-For-Profit Corporation.

Signed by James Sloan, President of Lake Maxine, Inc., representing the members of Lake Maxine, Inc.

*James Sloan*  
James Sloan

Witness my hand and Notarial Seal this 23 day of May 2005

My Commission expires:

January 2, 2013

Signature Kellie Lee Wheeler

Printed Kellie Lee Wheeler

Prepared by: Doris E. Gibson, Sec. Treas.

*Doris E. Gibson*  
Doris E. Gibson

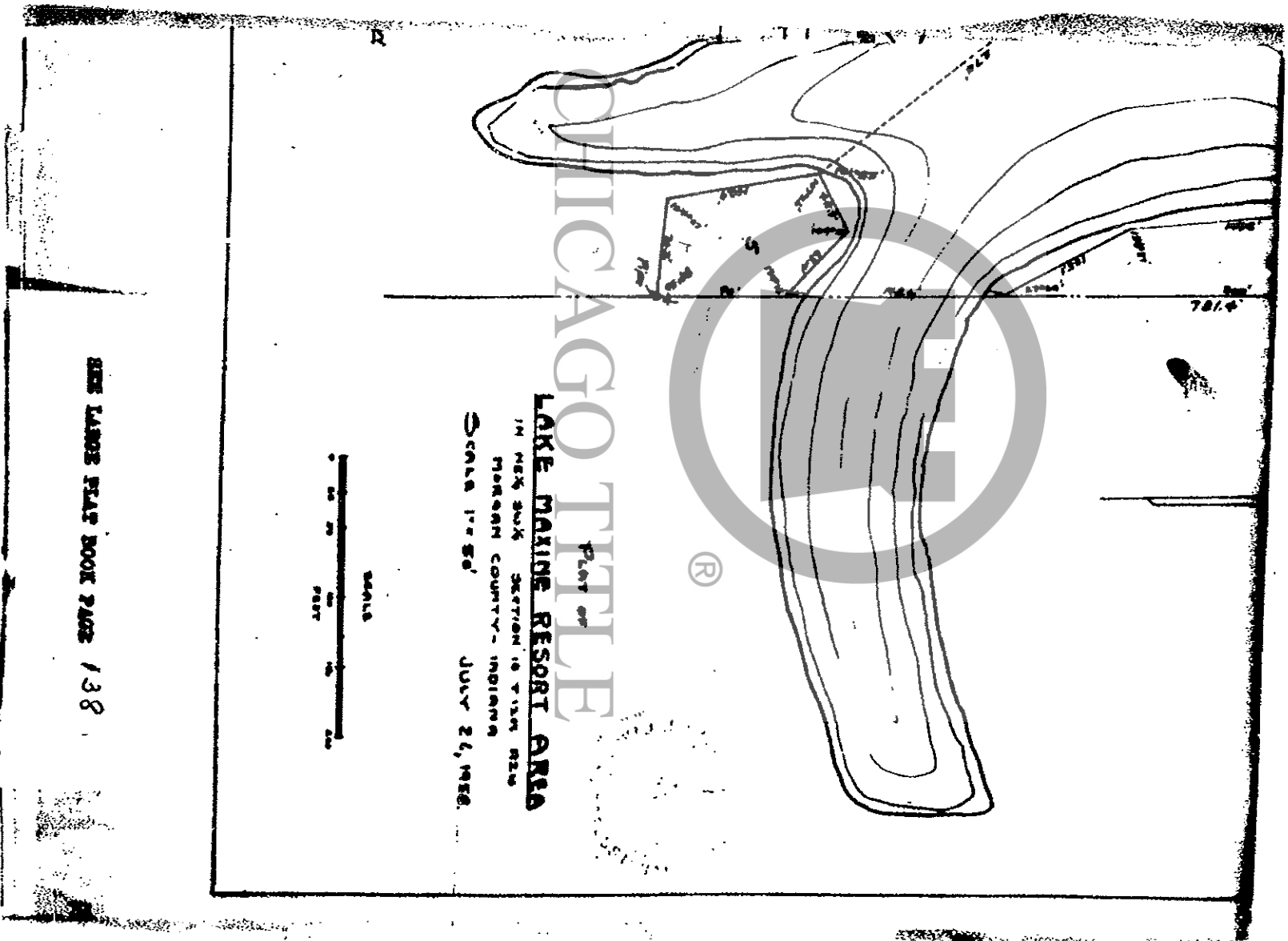
MORGAN COUNTY RECORDER  
KAREN BRUMMETT  
CSD Date 06/06/2005 Time 08:50:27  
RECORDING: 22.00  
I 200507238 Page 1 of 5



DR 150p 169

9523

BOOK 150 PAGE 169



2

BOOK 150 PAGE 171

## DEDICATION

The undersigned, Robert W. Davis and Karline E. Davis, husband and wife, Herbert Davidson and Karline E. Davis, husband and wife, Harold Davidson and Karline E. Davis, husband and wife, Fred Davidson and Karline Davidson, his wife, owners of the above described real estate, hereby certify that they have laid off, plotted and divided into lots, roads and streets, in accordance with the annexed plat, the real estate hereinabove described.

Said property and the use thereof by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land, to-wit:

1. This subdivision shall be known as <sup>(R)</sup> Lake Karline Resort Area.
2. All roadways, streets, drives as shown on said plat are for the use of the owners of the lots in said subdivision.
3. All of said lots are subject to an easement for installation and maintenance of utilities as shown and indicated on said plat.
4. No lot shall be used except for residential purposes; no mercantile or business establishment of any kind or character shall be erected, altered, placed or permitted to remain on any of said lots.
5. All cottages or dwellings shall have at least five hundred (500) square feet of floor space, exclusive of basement, garage floors and porches, and shall be of solid masonry or concrete foundation, with recognized standard frame or masonry construction; the exterior shall be of standard material.
6. No dwellings shall be built nearer than 15 feet of the shore line or front property line of any lot, including porches,

302a.

or nearer than 5 feet to the side property line of any adjacent owner. Owners of lots fronting on the lake shall maintain the shore line adjacent thereto.

7. All waste from bathrooms, sinks, laundry tubs shall be treated through septic tanks or grease traps and filtered into the soil in such a manner as to eliminate odors. In the event outside toilets are constructed or used on said lots, the owner thereof shall at all times, whether using a septic tank or outside toilet, comply with the regulations of the Indiana State Board of Health, or other proper municipal or state authority.

8. No dumping of refuse, garbage or tin cans will be permitted.

9. No trailer or other portable device, garage or outbuilding shall be erected or used as a residence, except for temporary housing during the construction of buildings on the premises, and only for a reasonable time for construction.

10. No lot owner shall permit poultry or livestock of any kind to be quartered upon said lots, except household pets.

11. Use of firearms, hunting or Airarm target practice is hereby prohibited.

12. Ownership of any lot entitled the owner, members of his family, invited guests to be the free use of the lake, roads, drives, passages, crossings and grounds in said subdivision, or elsewhere as designated by the owner and Lake Management for the proper use thereof in the best interests of the lot owners.

13. Each owner is entitled to place one boat only upon said lake, provided however, the same shall not be prepared with a motor, and the users of the lake and the use thereof shall be governed by the Indiana Department of Conservation.

**CHICAGO TITLE & MORTGAGE**

C

C

4

BOOK 150 PAGE 173

303b.

14. Neither the Owner, the Lake Management, their officers, agents, servants, employees, successors or assigns shall be held to answer in damages for any act or occurrence on or off the grounds, or in or out of the waters of the lake.

15. The Owners reserve the right to make reasonable rules and regulations for the conduct and behaviour of persons permitted upon said lake, it being agreed and understood that this provision is for a license only, which may be revoked by the owners of said lake for failure to obey such rules and regulations.

16. The right to enforce these provisions and conditions by injunction, together with the right to cease removal by due process of law any structure erected or maintained in violation of any of the above provisions and conditions is hereby dedicated to the Owners and/or the Lake Management.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this 15 day of July, 1958.

CHICAGO TITLE

*Robert W. Davis*  
Robert W. Davis

*Mexino E. Davis*  
MEXINO E. DAVIS

*Herbert Davidson*  
HERBERT DAVIDSON

*Francis Davidson*  
FRANCIS DAVIDSON

*Fred Davidson*  
FRED DAVIDSON

*Hollie Davidsn*  
HOLLIE DAVIDSON

5