

E. 52<sup>ND</sup> STREET

468.25

STATE OF INDIANA }  
COUNTY OF MARION } ss

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAKES MAXIMHALL ESTATES, Inc., by its duly authorized officers, M. L. Hall, President, and Max Barney, Secretary, Mahie B. Hall and M. Pauline Barney, their wives; and Dr. Allan K Harcourt and Alice L. Harcourt; Joseph H. Huser and Carolyn Huser; A.B. Kirkpatrick and Margaret Kirkpatrick; Donald T. Stalker and Stephanie Stalker, husbands and wives; and Anna S. Burke and Karnie S. Burke, mother and son, Jack L. Chandler and Mary Z. Chandler, husband and wife, Marionian construction co., inc., its duly authorized officers, M.L. Hall, pres. and Jack L. Hall, secy., Arthur B. Chandler and Bertha V. Chandler, husband and wife, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and seal this 1<sup>ST</sup> day of SEPTEMBER 1965

My commission expires: July 5, 1960

Richard J. Hall

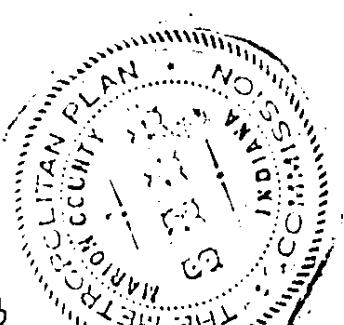
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#### VOCABULARY WORDS

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DULY ENTERED  
FOR TAXATION

DEC 1-1965  
John T. Sutton  
COUNTY ATTORNEY



FINAL APPROVAL  
PUBLISHED IN THE CONGRESSIONAL RECORD  
NOTWITHSTANDING ANY OTHER PUBLICATION  
IN THE HOUSE OF REPRESENTATIVES  
NOV 17. 1965  
THE COMMITTEE ON THE JUDICIARY  
HEREBY CERTIFIES THAT THE  
HEARING HAS BEEN CONCLUDED  
Robert F. Adams Jr.  
Chairman of the Committee  
METHOD  
James D. Booth Jr.  
MANAGER

VOID UNLESS RECORDED  
BEFORE 11-3-67

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEER, THIS 10TH DAY OF  
BY:- ELVAN F. SCOTTEN.

PLAT CORRECTION MAY 1961 (6)  
PLAT CORRECTIONS - RE: COVENANTER SITE OCT. 1965

ε 0 g ε-9 / g 9

ELVAN F. SCOTTEN, ENGINEER, THIS 10TH DAY OF NOVEMBER, 1965  
BY: ELVAN F. SCOTTEN

**ALLISON**

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive, with streets, as shown on the within plat. Dimensions of the lots and the widths of streets, as shown herein are designated in feet and decimal parts thereof.

WITNESS my hand and seal this 30<sup>th</sup> day of MARCH 1965.

ELVAN F. SCOTTEN, Registered Professional Engineer  
REGISTERED LAND SURVEYOR AND CIVIL  
INDIANA #2905

The undersigned, LAKES MAXINHALL ESTATES, INC., by M. L. Hall, President and Max Barney, Secretary, being owners of the above described parcels of the whole as indicated on the within plat, and as listed hereinafter, together with the number of the lot or other designation of the land each owns as follows: Max D. BARNEY, and M. PAULINE BARNEY, husband and wife, owners of Lot 8; M. L. HALL and KARLLE B. HALL, husband and wife, owners of Lot 16; DR. ALLEN K. HAROURT and ALICE L. HAROURT, husband and wife, Lot 18; JOSEPH H. HUSER and CAROLYN HUSER, husband and wife, owners of Lot 12; Anna S. Burke, mother and Earline S. Burke, son, owners of Lot 37, and DONALD T. STALKER and STEPHANIE STALKER, husband and wife, owners of Lot 40; Jack G. Chandler and Mary E. Chandler, husband and wife, owners of Lot 38, and A.B. KIRKPATRICK and MARGARET KIRKPATRICK, owners of Lot 39. All inclusive, do hereby lay off, plat and subdivide the real estate in the foregoing described property, into lots, parcels, streets and easements as indicated on the within plat. This Subdivision shall be known and designated as LAKES MAXINHALL ESTATES, SECTION 1, a subdivision in Washington Township, Marion County, Indiana.

Said lots and parcels of this subdivision and the use thereof by present and future owners, shall be subject to the following restrictions which shall run with the land.

1. All lots, except the peninsula to the Indianapolis Power and Light Company at the south end of Lake MaxinHall, shall be designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory buildings, may be erected.

2. No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.

3. No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.

4. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, tent, basement, shack, garage, barn or other out-building erected herein shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.

7. Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply and purity is approved by the Marion County Health and Hospital Corporation.

8. No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1800 square feet, in the case of one-story structures, or not less than 1400 square foot in the case of one and one-half, two or two and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.

9. No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKES MAXINHALL ESTATES and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.

WITNESS our hands and seal this 15<sup>th</sup> day of Sept., 1965.

LAKES MAXINHALL ESTATES, Inc.

By M. L. Hall By Max Barney  
M. L. Hall, President Max Barney, Secretary  
By Dr. Allen K. Harcourt By M. Pauline Barney  
Dr. Allen K. Harcourt M. Pauline Barney  
By J. Huser By K. Hall  
J. Huser K. Hall  
By A. S. Burke By E. S. Burke  
A. S. Burke E. S. Burke  
By D. T. Stalker By S. Stalker  
D. T. Stalker S. Stalker  
By Stephanie Stalker By Earline S. Burke  
Stephanie Stalker Earline S. Burke  
By Jack G. Chandler By Mary E. Chandler  
Jack G. Chandler Mary E. Chandler  
By Arthur L. Chandler By Meridian Construction Co., Inc.  
Arthur L. Chandler Meridian Construction Co., Inc.  
By M. L. Hall By J. B. Hall  
M. L. Hall J. B. Hall, SECRETARY

FINAL APPROVAL  
Plat of Subdivision  
NOV 17 1965  
THIS PLAT IS APPROVED AS TO THE  
HEIGHSES HAS BEEN APPROVED  
Stephanie Stalker  
Earline S. Burke  
Donald T. Stalker  
Stephanie Stalker  
Earline S. Burke  
Jack G. Chandler  
Mary E. Chandler  
Arthur L. Chandler  
Meridian Construction Co., Inc.  
M. L. Hall

APPROVED THIS 1<sup>st</sup> day of SEPTEMBER, 1965.

My commission expires: Sept. 5, 1966

RICHARD J. HALL NOTARY PUBLIC

DULY SWORN FOR TAXATION  
DEC 1 1965  
John T. Linton COUNTY CLERK

65-63503

VOID UNLESS RECORDED  
BEFORE 11-3-67

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEER, THIS 10TH DAY OF NOVEMBER, 1965  
BY: ELVAN F. SCOTTEN

CO 930 / CO 9

CHART OF THE PLACE OF BEGINNING

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive, with streets as shown on the within plot. Dimensions of the lots and the widths of the streets as shown herein are designated in feet and decimal parts thereof.

WITNESS my hand and seal this 30<sup>th</sup> day of MARCH 1965, at Elvan F. Scotten, Registered Professional Engineer, Indianapolis, Indiana #4635, Indiana #4905.

The undersigned, LAKE MAXINHALL ESTATES, INC., by M. L. Hall, President and Max Barney, Secretary, owners of Lake MaxinHall Estates, Inc., and as listed hereinbelow, together with the number of the lot or other designation of the land each owns as follows: Max D. BARNEY and M. PAULINE BARNEY, husband and wife, owners of Lot 16; DR. ALLEN K. HARCOURT and MARIE B. HALL, husband and wife, owners of Lot 14; ALLAN K. HARCOURT and ALICE L. HARCOURT, husband and wife, Lot 15; JOSEPH N. HUSER and CAROLYN HUSER, husband and wife, owners of Lot 13; STEPHANIE STALKER, husband and wife, owners of Lot 12; Anna S. Burke, mother and Ermie S. Burke, son, owners of Lot #37, and DONALD T. STALKER and A.B. KIRKPATRICK and MARGARET KIRKPATRICK, owners of Lot #38 & Lot #39.

all inclusive, do hereby lay off, plat and subdivide the real estate in the foregoing described property, into lots, parcels, streets and easements as indicated on the within plat. This Subdivision shall be known and designated as LAKE MAXINHALL ESTATES, SECTION 1, a subdivision in Washington Township, Marion County, Indiana.

Said lots and parcels of this subdivision and the use thereof by present and future owners, shall be subject to the following restrictions which shall run with the land.

1. All lots, except the peninsula to the Indianapolis Power and Light Company at the south end of Lake MaxinHall, shall be designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory buildings, may be erected.

2. No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.

3. No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.

4. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, tent, basement, shack, garage, barn or other out-building erected herein shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.

7. Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply and purity is approved by the Marion County Health and Hospital Corporation.

8. No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1800 square feet, in the case of one-story structures, or not less than 1400 square feet in the case of one and one-half, two or two and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.

9. No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKE MAXINHALL ESTATES and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting points 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 sightline limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway, pavement or utility line. 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.

11. The right of enforcement of these covenants is hereby granted to the METROPOLITAN PLANNING COMMISSION, its successors or assigns.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAKE MAXINHALL ESTATES, Inc., by its duly authorized officers, M. L. Hall, President, and Max Barney, Secretary, Marie B. Hall and M. Pauline Barney, their wives; and Dr. Allen K. Harcourt and Alice L. Harcourt; Joseph N. Huser and Carolyn Huser; A.B. Kirkpatrick and Margaret Kirkpatrick; Donald T. Stalker and Stephanie Stalker, husbands and wives; and Anna S. Burke and Ermie S. Burke, mother and son, Jack G. Chandler and Mary E. Chandler, husband and wife, Marion, Indiana, on the 17th day of November, 1965, at Elvan F. Scotten, 100 South Meridian Street, Indianapolis, Indiana, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and seal this 1<sup>st</sup> day of SEPTEMBER 1965.

My commission expires: Sept. 1, 1966

APPROVED THIS 1<sup>st</sup> DAY OF Dec. 1965  
AU DONALD L. RUSSELL MARION COUNTY DRAFTSMAN

DULY ENTERED FOR TAXATION  
John T. Lester CIVIL ENGINEER

65-63503

FINAL APPROVAL  
NOV 17 1965  
HAROLD J. DEAN, JR.  
SHERIFF OF MARION COUNTY  
MICHIGAN AVENUE AND 10TH STREET  
ARTHUR J. CHANDLER  
MERRILLIAN CONSTRUCTION CO., INC.  
By M. L. HALL, President

VOID UNLESS RECORDED  
BEFORE 11-3-67

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEERS, THIS 10<sup>th</sup> DAY OF NOVEMBER, 1965  
BY: ELVAN F. SCOTTEN

3093 / 99

ALLISON

STATE OF INDIANA )  
COUNTY OF MARION )  
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAKES MAXINHALL ESTATES, Inc., by its duly authorized officers, M. L. Hall, President, and Max Barney, Secretary, Mable B. Hall and M. Pauline Barney, their wives; and Dr. Allan K. Harcourt and Alice L. Harcourt; Joseph H. Husar and Carolyn Husar; A.B. Kirkpatrick and Margaret Kirkpatrick; Donald T. Stalker and Stephanie Stalker, husbands and wives; and Anna S. Burke and Bernie S. Burke, mother and son, Jack G. Chandler and Mary E. Chandler, husband and wife, Meridian Construction Co., Inc., the registered service, Dick Hall, Inc., and Jack C. Hall, Inc.; Arthur B. Chandler and Bernice V. Chandler, husband and wife, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and seal this 1<sup>st</sup> day of SEPTEMBER 1965.

My commission expires: Dec. 1, 1966

APPROVED THIS 1<sup>st</sup>  
DAY OF Dec. 10 1965  
AU. MARION COUNTY  
Donald B. Russell DRAFTSMAN

DULY ENTERED  
FOR TAXATION  
DEC 1 1965  
John T. Linton  
CIVIL ENGINEER

RECEIVED 7/22/65  
Richard J. Hall  
NOTARY PUBLIC

FINAL APPROVAL  
NOV 17 1965  
PENNSYLVANIA STATE PLANNING  
HARRISBURG, PA 17101  
SARAH A. DEEM, P.L.S.  
LAWRENCE F. STILES  
DOROTHY D. BOOTH, R.P.L.S.  
MILLIE M. BOONE, R.P.L.S.

VOID UNLESS RECORDED  
BEFORE 11-3-67

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEERS, THIS 10<sup>th</sup> DAY OF NOVEMBER 1965  
BY: ELVAN F. SCOTTEN, P.E.

ELVAN F. SCOTTEN, REGISTERED PROFESSIONAL ENGINEER  
REGISTERED LAND SURVEYOR  
INDIANA #435  
PROFESSIONAL ENGINEER  
INDIANA #6435

The undersigned, LAKES MAXINHALL ESTATES, Inc., by M. L. Hall, President and Max Barney, Secretary, and by owners of lots and parcels of the whole as indicated on the within plat, and as listed hereinafter, together with the number of the lot or other designation of the land each owns as follows: MAX D. BARNEY and M. PAULINE BARNEY, husband and wife, owners of Lot 8; M. L. HALL and MABLE B. HALL, husband and wife, owners of Lot 16; DR. ALLAN K. HAROURT and ALICE L. HAROURT, husband and wife, Lot 18; JOSEPH H. HUSAR and CAROLYN HUSAR, husband and wife, owners of Lot 12; ANNA S. BURKE, mother and ERNIE S. BURKE, son, owners of Lot 35, and DONALD T. STALKER and STEPHANIE STALKER, husband and wife, owners of Lot 40; JACK G. CHANDLER and MARY E. CHANDLER, husband and wife, owners of Lot 18, all inclusive, do hereby lay off, plat and subdivide the real estate in the foregoing described property, into lots, parcels, streets and easements as indicated on the within plat. This Subdivision shall be known and designated as LAKES MAXINHALL ESTATES, SECTION 1, a subdivision in Washington Township, Marion County, Indiana.

Said lots and parcels of this subdivision and the use thereof by present and future owners, shall be subject to the following restrictions which shall run with the land.

- All lots, except \_\_\_\_\_ the peninsula to the Indianapolis Power and Light Company at the south end of Lake MaxinHall, shall be designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory buildings, may be erected.
- No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.
- No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.
- No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- No trailer, tent, basement, shack, garage, barn or other out-building erected hereon shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.
- Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply and purity is approved by the Marion County Health and Hospital Corporation.
- No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1800 square feet, in the case of one-story structures, or not less than 1400 square feet in the case of one and one-half, two or two and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.
- No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKES MAXINHALL ESTATES and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.

High Tension line tower

WITNESS our hands and seal this 15<sup>th</sup> day of Sept., 1965.

LAKES MAXINHALL ESTATES, Inc.

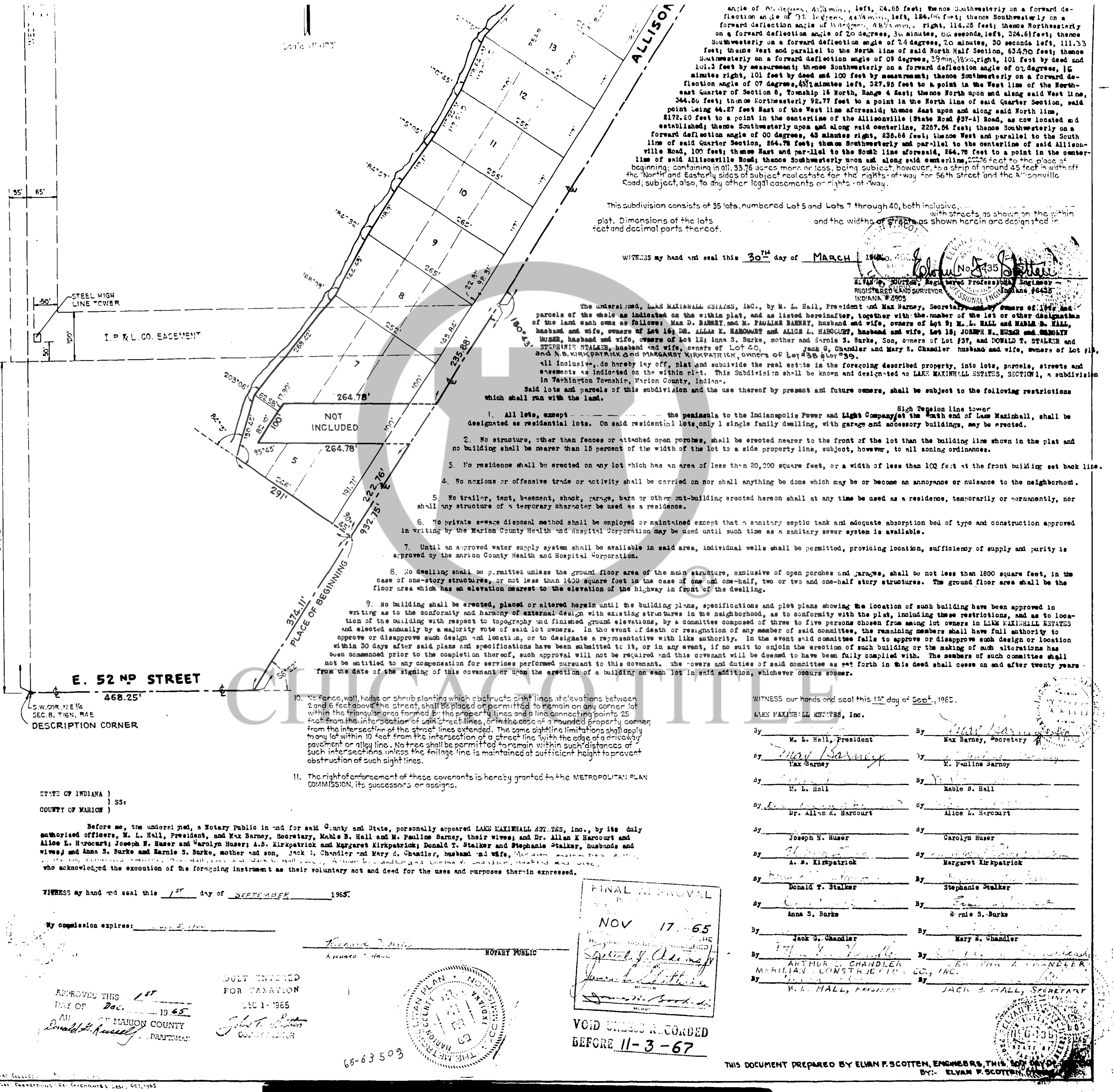
By _____	By _____
M. L. Hall, President	Max Barney, Secretary
By _____	By _____
Max Barney	M. Pauline Barney
By _____	By _____
M. L. Hall	Mable B. Hall
By _____	By _____
Dr. Allan K. Harcourt	Alice L. Harcourt
By _____	By _____
Joseph H. Husar	Carolyn Husar
By _____	By _____
A. B. Kirkpatrick	Margaret Kirkpatrick
By _____	By _____
Donald T. Stalker	Stephanie Stalker
By _____	By _____
Anna S. Burke	Bernie S. Burke
By _____	By _____
Jack G. Chandler	Mary E. Chandler
By _____	By _____
ARTHUR L. CHANDLER	ARTHUR L. CHANDLER
MERIDIAN CONSTRUCTION CO., INC.	MERIDIAN CONSTRUCTION CO., INC.
By _____	By _____
W. L. HALL, PRESIDENT	JACK B. HALL, SECRETARY

CHICAGO TITLE

65-63503



THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEERS, THIS 20TH DAY OF  
BY:- ELVAN F. SCOTTEN, Q.C.



THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEER, THIS 30TH DAY OF JUNE  
BY:- ELVAN F. SCOTTEN, C.E.

angle of 81 degrees, 41 $\frac{1}{4}$  minutes, left, 24.86 feet; thence Southwesterly on a forward deflection angle of 21 degrees, 44 $\frac{1}{4}$  minutes, left, 184.06 feet; thence Southwesterly on a forward deflection angle of 14 degrees, 48 $\frac{1}{4}$  minutes, right, 114.28 feet; thence Northwesterly on a forward deflection angle of 20 degrees, 36 minutes, 66 seconds, left, 324.61 feet; thence Southwesterly on a forward deflection angle of 24 degrees, 20 minutes, 30 seconds left, 111.33 feet; thence West and parallel to the North line of said North Half Section, 634.90 feet; thence Southwesterly on a forward deflection angle of 09 degrees, 29 minutes, 18 seconds, right, 101 feet by deed and 101.3 feet by measurement; thence Southwesterly on a forward deflection angle of 02 degrees, 16 minutes right, 101 feet by deed and 100 feet by measurement; thence Southwesterly on a forward deflection angle of 07 degrees, 43 $\frac{1}{2}$  minutes left, 327.95 feet to a point in the West line of the North Quarter of Section 8, Township 16 North, Range 4 East; thence North upon and along said West line, 56 feet; thence Northwesterly 92.77 feet to a point in the North line of said Quarter Section, said being 44.27 feet East of the West line aforesaid; thence East upon and along said North line, 107 feet to a point in the centerline of the Allisonville (State Road #37-1) Road, as now located and running; thence Southwesterly upon and along said centerline, 2257.54 feet; thence Southwesterly on a deflection angle of 00 degrees, 43 minutes right, 238.88 feet; thence West and parallel to the South Quarter Section, 264.78 feet; thence Southwesterly and parallel to the centerline of said Allisonville Road, 107 feet; thence East and parallel to the South line aforesaid, 264.78 feet to a point in the centerline of the Allisonville Road; thence Southwesterly upon and along said centerline, 2227.56 feet to the place of beginning in all, 33.76 acres more or less, being subject however, to a strip of around 45 feet in width on the westerly sides of subject real estate for the rights-of-way for 56th Street and the Allisonville Road, to any other legal easements or rights-of-way.

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive.

plat. Dimensions of the lots  
feet and decimal parts thereof.

WITNESS my hand and seal this 30<sup>TH</sup> day of MARCH 1863.

*Open* *Serial*  
ELVAN M. SOUTHERN, Registered Professional Engineer  
REGISTERED LAND SURVEYOR Indiana #6435  
INDIANA #4005

The undersigned, LANE MAXIMILLIESTATES, Inc., by M. L. Hall, President and Max Barney, Secretary and by owners of lots and parcels of the whole as indicated on the within plat, and as listed hereinafter, together with the number of the lot or other designation of the land each owns as follows: Max D. BARNEY and M. PAULINE BARNEY, husband and wife, owners of Lot 9; M. L. HALL and MABLE B. HALL, husband and wife, owners of Lot 16; DR. ALLAN K. HARCOMET and ALICE L. HARCOMET, husband and wife, Lot 15; JOSEPH E. BUSAR and GENEOLYN BUSAR, husband and wife, owners of Lot 12; Anna S. Burke, mother and Eunice S. Burke, Son, owners of Lot #37, and DONALD T. STALKER and STEPHANIE STALKER, husband and wife, owners of Lot 40, Jack G. Chandler and Mary E. Chandler husband and wife, owners of Lot #1, and A.G. KIRKPATRICK and MARGARET KIRKPATRICK, owners of Lot #38 & Lot #39.

all inclusive, do hereby lay off, plat and subdivide the real estate in the foregoing described property, into lots, parcels, streets and easements as indicated on the within plat. This Subdivision shall be known and designated as LANE MAXIMILLIESTATES, SECTION 1, a subdivision in Washington Township, Marion County, Indiana.

All lots and parcels of this subdivision and the use thereof by present and future owners, shall be subject to the following restrictions in with the land.

Said lots and parcels of land which shall run with the land.

High Tension line tower  
at the mouth of Long Valley

1. All lots, except those located on the peninsula to the Indianapolis Power and Light Company at the South end of Lake Maxinkie, shall be designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory buildings, may be erected.
2. No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.
3. No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.
4. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
5. No trailer, tent, basement, shack, garage, barn or other out-building erected hereon shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.
7. Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply and purity is approved by the Marion County Health and Hospital Corporation.
8. No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1800 square feet, in the case of a single family dwelling, and not less than 1200 square feet in the case of a half-story structure. The ground floor area shall be the

BEGIN

9. No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKE MAXWELL ESTATES and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.

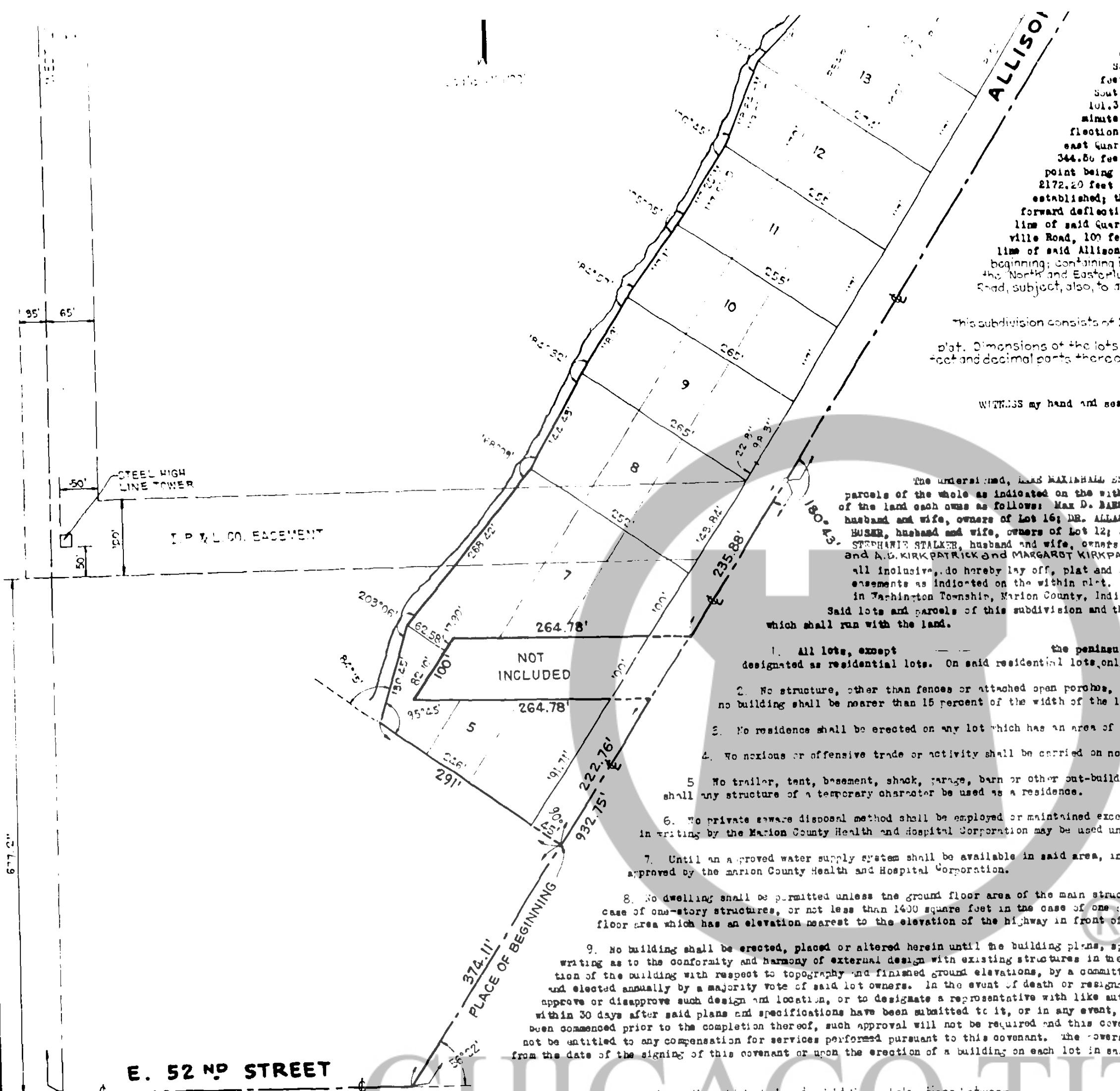
10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway, pavement or alley line. 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.
11. The right of enforcement of these covenants is hereby granted to the METROPOLITAN PLAN COMMISSION in accordance with Section

WITNESS our hands and seal this 1<sup>st</sup> day of Sept<sup>t</sup>, 1863.

THE FAIRFIELD ESTATES, Inc

By	M. L. Hall, President	By	Max Barney, Secretary
By	Max Barney	By	M. Pauline Barney
By	M. L. Hall	By	Maile B. Hall
By	Dr. Allan K. Hercourt	By	Alice L. Hercourt
By	Joseph N. Huser	By	Carolyn Huser
By	A. S. Kirkpatrick	By	Margaret Kirkpatrick
By	Donald T. Stalker	By	Stephanie Stalker
By	Anna S. Burke	By	Bernie S. Burke
By	Jack C. Chandler	By	Mary E. Chandler
By	ARTICLE 1 CH 1 ID 1A NATIONAL CONSTITUTION	By	N.L.T.R.
By		cc., Inc.	
By		By	

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEER, THIS EIGHTH DAY OF JULY 1950  
BY:- ELVAN F. SCOTTEN, ENGINEER



E. 52<sup>ND</sup> STREET

468.25

STATE OF INDIANA }  
COUNTRY OF MARION }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAKES MAINTENANCE CORP., Inc., by its duly authorized officers, W. L. Hall, President, and Max Barney, Secretary, Mable B. Hall and M. Pauline Barney, their wives; and Dr. Allan K Harcourt and Alice L. Harcourt; Joseph H. Huser and Carolyn Huser; A.B. Kirkpatrick and Margaret Kirkpatrick; Donald T. Stalker and Stephanie Stalker, husbands and wives; and Anne S. Burke and Eamie S. Burke, mother and son, Jack J. Chandler and Mary E. Chandler, husband and wife, all of whom signed and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 1<sup>st</sup> day of January A.D. 1865.

My commission expires

— 2 —

NOV 17 65  
Albert J. Dease  
John B. Flavel  
Journal Book

VOID UNLESS RECORDED  
BEFORE 11-3-67

65-63503

~~COGEG 9/9~~

ALLISON

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 30, both inclusive, with streets as shown on the within plat. Dimensions of the lots, feet and decimal parts thereof.

WITNESS my hand and seal this 30<sup>th</sup> day of MARCH 1965.

*[Signature]*

ELEVATED SOUTHERN Regional Professional Engineer  
REGISTERED LAND SURVEYOR Indiana #6435  
INDIANA #4905

The undersigned, MAX MAXINHALL ESTATES, INC., by M. L. Hall, President and Max Barney, Secretary, owners of lots and parcels of the whole as indicated on the within plat, and as listed hereinafter, together with the number of the lot or other designation of the land each owns as follows: Max D. BARNEY and M. PAULINE BARNEY, husband and wife, owners of Lot 9; M. L. HALL and MARIE B. HALL, husband and wife, owners of Lot 16; DR. ALLEN K. HARCOMPT and ALICE L. HARCOMPT, husband and wife, Lot 15; JOSEPH N. HUSER and CAROLYN HUSER, husband and wife, owners of Lot 12; Anne S. Burke, mother and Earnie S. Burke, son, owners of Lot 37, and DONALD T. STALKER and STEPHANIE STALKER, husband and wife, owners of Lot 20; Jack G. Chandler and Mary E. Chandler, husband and wife, owners of Lot 18, and A.B. KIRKPATRICK and MARGARET KIRKPATRICK, owners of Lot 38 after '39.

All inclusively, do hereby lay off, plat and subdivide the real estate in the foregoing described property, into lots, parcels, streets and easements as indicated on the within plat. This Subdivision shall be known and designated as LAKE MAXINHALL ESTATES, SECTION 1, a subdivision in Washington Township, Marion County, Indiana.

Said lots and parcels of this subdivision and the use thereof by present and future owners, shall be subject to the following restrictions which shall run with the land.

1. All lots, except — the peninsula to the Indianapolis Power and Light Company at the south end of Lake Maxinhall, shall be designated as residential lots. On said residential lots, only one single family dwelling, with garage and accessory buildings, may be erected.
2. No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.
3. No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.
4. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
5. No trailer, tent, basement, shack, garage, barn or other out-building, erected hereon shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.
7. Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply and purity is approved by the Marion County Health and Hospital Corporation.
8. No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1800 square feet, in the case of one-story structures, or not less than 1400 square feet in the case of one and one-half, two or two and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.
9. No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKE MAXINHALL ESTATES and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.
10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting points 25 feet from the intersection of said street lines, in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to within 10 feet from the intersection of a street line with the edge of a driveway, portico or alley line. No trees 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.
11. The right of enforcement of these covenants is hereby granted to the METROPOLITAN PLANNING COMMISSION, its successors or assigns.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAKE MAXINHALL EST. INC., by its duly authorized officers, M. L. Hall, President, and Max Barney, Secretary, Marie B. Hall and M. Pauline Barney, their wives; and Dr. Allen K. Harcourt and Alice L. Harcourt; Joseph N. Huser and Carolyn Huser; A.B. Kirkpatrick and Margaret Kirkpatrick; Donald T. Stalker and Stephanie Stalker, husbands and wives; and Anne S. Burke and Earnie S. Burke, mother and son, Jack G. Chandler and Mary E. Chandler, husband and wife, Stephanie Stalker and Donald T. Stalker, husband and wife, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and seal this 1<sup>st</sup> day of SEPTEMBER 1965.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

NOV 17 1965

ELVAN F. SCOTTEN, ENGINEER, THIS 100 DAY OF JANUARY 1966  
BY: ELVAN F. SCOTTEN, ENGINEER

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEER, THIS 100 DAY OF JANUARY 1966  
BY: ELVAN F. SCOTTEN, ENGINEER

30939/99

angle of NW Quarter, 41 $\frac{1}{4}$  min., left, 24.05 feet; thence Southwesterly on a forward deflection angle of 37 degrees, 44 $\frac{1}{4}$  min., left, 124.46 feet; thence Southwesterly on a forward deflection angle of NW Quarter, 48 $\frac{1}{4}$  min., right, 114.25 feet; thence Northwesterly on a forward deflection angle of 20 degrees, 36 minutes, 00 seconds, left, 324.61 feet; thence Southwesterly on a forward deflection angle of 24 degrees, 20 minutes, 30 seconds left, 111.33 feet; thence West and parallel to the North line of said North Half Section, 634.90 feet; thence Northwesterly on a forward deflection angle of 09 degrees, 29 min., 12 sec., right, 101 feet by deed and 1.3 feet by measurement; thence Southwesterly on a forward deflection angle of 07 degrees, 15 min., right, 101 feet by deed and 100 feet by measurement; thence Southwesterly on a forward deflection angle of 07 degrees, 43 $\frac{1}{2}$  minutes left, 327.95 feet to a point in the West line of the North Quarter of Section 6, Township 16 North, Range 4 East; thence North upon and along said West line, 100 feet; thence Northwesterly 92.77 feet to a point in the North line of said Quarter Section, said being 44.27 feet East of the West line aforesaid; thence East upon and along said North line, 100 feet to a point in the centerline of the Allisonville (State Road #37-1) Road, as now located and thence Southwesterly upon and along said centerline, 2257.54 feet; thence Southwesterly on a deflection angle of 00 degrees, 43 minutes right, 238.88 feet; thence West and parallel to the South Quarter Section, 264.78 feet; thence Southwesterly and parallel to the centerline of said Allisonville Road, 264.78 feet; thence East and parallel to the South line aforesaid, 264.78 feet to a point in the centerline of the Allisonville Road; thence Southwesterly upon and along said centerline, 2222.76 feet to the place of meeting all 33.76 acres more or less, being subject, however, to a strip of around 45 feet in width on both sides of subject real estate for the rights-of-way for 56th Street and the Allisonville Road, any other legal easements or rights-of-way.

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive, with streets as shown on the within plat. Dimensions of the lots and the widths of streets as shown herein are designated in feet and decimal parts thereof.

WITNESS my hand and seal this 30<sup>TH</sup> day of MARCH, 1968.

*Block 8 Section*  
ELVAN J. SOUTER, Registered Professional Engineer -  
REGISTERED LAND SURVEYOR Indiana #6435  
LICENSURE NO. 10000

The undersigned, LAKES MAXIMILLIAN ESTATES, INC., by M. L. Hall, President and Max Barney, Secretary, and the owners of lots and parcels of the whole as indicated on the within plat, and as listed hereinafter, together with the number of the lot or other designation of the land each owns as follows: Max D. BARNEY, and M. PAULINE BARNEY, husband and wife, owners of Lot 9; M. L. HALL and MABLE B. HALL, husband and wife, owners of Lot 16; DR. ALLAN K. HARBOURT and ALICE L. HARBOURT, husband and wife, Lot 15; JOSEPH W. HUSMER and CAROLEYN HUSMER, husband and wife, owners of Lot 12; Anna S. Burke, mother and Earlie S. Burke, Son, owners of Lot #37, and DONALD T. STALKER and STEPHANIE STALKER, husband and wife, owners of Lot 40, Jack G. Chandler and Mary E. Chandler husband and wife, owners of Lot #12, and A.B. KIRKPATRICK and MARGARET KIRKPATRICK, owners of Lot #38, Lot #39.

all inclusive, do hereby lay off, plat and subdivide the real estate in the foregoing described property, into lots, parcels, streets and easements as indicated on the within plat. This Subdivision shall be known and designated as LAKES MAXIMILLIAN ESTATES, SECTION 1, a subdivision in Washington Township, Marion County, Indiana.

Said lots and parcels of this subdivision and the use thereof by present and future owners, shall be subject to the following restrictions

Said lots and parcels of this subdivision and the use thereon by present and future owners, shall be subject to the following restrictions which shall run with the land.

High Tension Line tower

1. All lots, except those located on the peninsula to the Indianapolis Power and Light Company, at the North end of Lane Maxinall, shall be designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory buildings, may be erected.
2. No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.
3. No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.
4. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
5. No trailer, tent, basement, shack, garage, barn or other out-building, erected hereon shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.
7. Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply and purity is approved by the Marion County Health and Hospital Corporation.
8. No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1600 square feet, in the case of one and one-half, two or two and one-half story structures. The ground floor area shall be the same as the total floor area in the case of one and one-half story structures.

DEG/

9. No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKESIDE HILL ESTATES and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting points 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 sightline limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway, pavement or alley line. 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.
11. The right of enforcement of these covenants is hereby granted to the METROPOLITAN PLAN COMMISSION in its successors or assigns.

STATE OF INDIANA }  
} SS:  
COUNTY OF MARION }

STATE OF INDIANA } SS:  
COUNTY OF MARION }  
  
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAKES MAINEHALL ESTATES, Inc., by its duly authorized officers, M. L. Hall, President, and Max Barney, Secretary, Mable B. Hall and M. Pauline Barney, their wives; and Dr. Allan K Harcourt and Alice L. Harcourt; Joseph W. Huser and Carolyn Huser; A.B. Kirkpatrick and Margaret Kirkpatrick; Donald T. Stalker and Stephanie Stalker, husbands and wives; and Anna S. Burke and Karnie S. Burke, mother and son, Jack J. Chandler and Mary J. Chandler, husband and wife, all of whom signed and acknowledged the foregoing instrument in my presence at Marion, Indiana, on the day and year first above written.

ENTRANCE TO THE STATE - 1ST - 100 OF 1000 - 1865

My commission expires:

NOV 17 1965

VOID UNLESS STAMPED  
BEFORE 11-3-67

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEERS, THIS 30TH DAY OF JUNE 1950  
BY:- ELVAN F. SCOTTEN, DIRECTOR



THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEER, THIS 20TH DAY OF JANUARY 1960  
BY:- ELVAN F. SCOTTEN.

ALLISON

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 35, both inclusive. The boundaries of the lots, with their respective lot numbers, are as follows:

- Lot 5: 468.25' wide by 101' deep.
- Lots 7 through 35: Various widths and depths, generally ranging from 200' to 264.78' wide by 101' to 120' deep.

The map also shows the location of a steel high line tower and a place of beginning.

**WITNESS my hand and seal this 30<sup>th</sup> day of MARCH 1965.**

Evan F. Scotten, Registered Professional Engineer - Indiana #6435

The undersigned, Max Hallinall Estates, Inc., by M. L. Hall, President and Max Barney, Secretary, and by owners of lots and parcels of the whole as indicated on the within plat, and as listed hereinafter, together with the number of the lot or other designation of the land each owns as follows: Max D. BARNEY and M. PAULINE BARNEY, husband and wife, owners of Lot 9; M. L. HALL and MARIE B. HALL, husband and wife, owners of Lot 16; DR. ALLEN K. HARDCOURT and ALICE L. HARDCOURT, husband and wife, Lot 18; JOSEPH N. HUSER and CAROLYN HUSER, husband and wife, owners of Lot 12; Anna S. Burke, mother and daughter S. Burke, son, owners of Lot #37, and RONALD T. STALKER and STEPHANIE STALKER, husband and wife, owners of Lot 40; Jack G. Chandler and Mary E. Chandler, husband and wife, owners of Lot 13; and A.B. KIRKPATRICK and MARGARET KIRKPATRICK, owners of Lot #38. Lot #39.

All inclusive, do hereby lay off, plat and subdivide the real estate in the foregoing described property, into lots, parcels, streets and easements as indicated on the within plat. This Subdivision shall be known and designated as LAKES MAXINHALL ESTATES, SECTION 1, a subdivision in Washington Township, Marion County, Indiana.

Said lots and parcels of this subdivision and the use thereof by present and future owners, shall be subject to the following restrictions which shall run with the land.

- All lots, except the peninsula to the Indianapolis Power and Light Company at the south end of Lake MaxinHall, shall be designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory buildings, may be erected.
- No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.
- No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.
- No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- No trailer, tent, basement, shack, garage, barn or other out-building, erected herein shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.
- Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply and purity is approved by the Marion County Health and Hospital Corporation.
- No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1600 square feet, in the case of one-story structures, or not less than 1400 square feet in the case of one and one-half, two or two and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.
- No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKES MAXINHALL ESTATES and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.
- The right of enforcement of these covenants is hereby granted to the METROPOLITAN PLAT COMMISSION, its successors or assigns.

WITNESS our hands and seal this 1<sup>st</sup> day of Sept. 1965.

LAKES MAXINHALL ESTATES, Inc.

By _____	By _____
M. L. Hall, President	Max Barney, Secretary
By _____	By _____
Max Barney	M. Pauline Barney
By _____	By _____
M. L. Hall	Marie B. Hall
By _____	By _____
Dr. Allen K. Harcourt	Alice L. Harcourt
By _____	By _____
Joseph N. Huser	Carolyn Huser
By _____	By _____
A. B. Kirkpatrick	Margaret Kirkpatrick
By _____	By _____
Donald T. Stalker	Stephanie Stalker
By _____	By _____
Anna S. Burke	Marie S. Burke
By _____	By _____
Jack G. Chandler	Mary E. Chandler
By _____	By _____
Asst. Secy. CHADDELL	Asst. Secy. CHADDELL
By _____	By _____
By _____	By _____

NOV 17 65

NOTARY PUBLIC

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEER, THIS 10<sup>th</sup> DAY OF JANUARY 1966  
BY: ELVAN F. SCOTTEN, OWNER

COG 39/99

ALLISON

**E. 52 ND STREET**

468.25'

LS W CORNER 1/4  
SECTION PAGE

DESCRIPTION CORNER

STATE OF INDIANA } SS:  
COUNTY OF MARION }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAKE MAXINHALL ESTATES, Inc., by its duly authorized officers, M. L. Hall, President, and Max Barney, Secretary, Mable B. Hall and M. Pauline Barney, their wives; and Dr. Allan K. Harcourt and Alice L. Harcourt; Joseph N. Hauer and Carolyn Hauer; A. S. Kirkpatrick and Margaret Kirkpatrick; Donald T. Stalker and Stephanie Stalker, husbands and wives; and Anna S. Burke and Karnie S. Burke, mother and son, Jack J. Chandler and Mary E. Chandler, husband and wife, all of whom signed and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and seal this 1<sup>st</sup> day of Dec. 1965.

My commission expires:

NOTARY PUBLIC

NOV 17 65

Valid for 1 year from date of issue  
BEFORE 11-3-67

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEER, THIS 10TH DAY OF JANUARY 1966  
BY: ELVAN F. SCOTTEN, ENGINEER

The undersigned, Max MAXINHALL ESTATES, Inc., by M. L. Hall, President and Max Barney, Secretary, and by owners of lots and parcels of the whole as indicated on the within plat, and as listed hereinafter, together with the number of the lot or other designation of the land each owns as follows: Max D. BARNETT and M. PAULINE BARNETT, husband and wife, owners of Lot 9; M. L. HALL and MABLE B. HALL, husband and wife, owners of Lot 16; DR. ALLEN K. HAROURT and ALICE L. HAROURT, husband and wife, Lot 18; JOSEPH N. HAUER and CAROLYN HAUER, husband and wife, owners of Lot 12; Anna S. Burke, mother and Karnie S. Burke, son, owners of Lot #37, and DONALD T. STALKER and STEPHANIE STALKER, husband and wife, owners of Lot #40; Jack J. Chandler and Mary E. Chandler, husband and wife, owners of Lot #5, and A. S. KIRKPATRICK and MARGARET KIRKPATRICK, owners of Lot #3B and Lot #39.

All inclusive, do hereby lay off, plat and subdivide the real estate in the foregoing described property, into lots, parcels, streets and easements as indicated on the within plat. This Subdivision shall be known and designated as LAKE MAXINHALL ESTATES, SECTION 1, a subdivision in Washington Township, Marion County, Indiana.

Said lots and parcels of this subdivision and the use thereof by present and future owners, shall be subject to the following restrictions which shall run with the land.

1. All lots, except — High Tension line tower peninsula to the Indianapolis Power and Light Company at the south end of Lake MaxinHall, shall be designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory buildings, may be erected.

2. No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.

3. No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.

4. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, tent, basement, shack, garage, barn or other out-building erected hereon shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.

7. Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply and purity is approved by the Marion County Health and Hospital Corporation.

8. No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1500 square feet, in the case of one-story structures, or not less than 1400 square feet in the case of one and one-half, two or two and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.

9. No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKE MAXINHALL ESTATES and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.

WITNESS our hands and seal this 1<sup>st</sup> day of Oct. 1965.

LAKE MAXINHALL ESTATES, Inc.

By \_\_\_\_\_ By \_\_\_\_\_  
M. L. Hall, President Max Barney, Secretary

By \_\_\_\_\_ By \_\_\_\_\_  
Max Barney M. Pauline Barney

By \_\_\_\_\_ By \_\_\_\_\_  
M. L. Hall Mable B. Hall

By \_\_\_\_\_ By \_\_\_\_\_  
Dr. Allan K. Harcourt Alice L. Harcourt

By \_\_\_\_\_ By \_\_\_\_\_  
Joseph N. Hauer Carolyn Hauer

By \_\_\_\_\_ By \_\_\_\_\_  
A. S. Kirkpatrick Margaret Kirkpatrick

By \_\_\_\_\_ By \_\_\_\_\_  
Donald T. Stalker Stephanie Stalker

By \_\_\_\_\_ By \_\_\_\_\_  
Anna S. Burke Karnie S. Burke

By \_\_\_\_\_ By \_\_\_\_\_  
Jack J. Chandler Mary E. Chandler

By \_\_\_\_\_ By \_\_\_\_\_  
Elvan F. Scotten, Engineer, Secretary

3093 / 99

ALLISON

This subdivision consists of 43 lots numbered Lot 5 and Lots 7 through 48, both inclusive, with streets as shown on the plan. The dimensions of the lots and their locations are as follows:

Lot Number	Dimensions
5	264.78' x 235.88'
6	264.78' x 235.88'
7	264.78' x 235.88'
8	264.78' x 235.88'
9	264.78' x 235.88'
10	264.78' x 235.88'
11	264.78' x 235.88'
12	264.78' x 235.88'
13	264.78' x 235.88'
14	264.78' x 235.88'
15	264.78' x 235.88'
16	264.78' x 235.88'
17	264.78' x 235.88'
18	264.78' x 235.88'
19	264.78' x 235.88'
20	264.78' x 235.88'
21	264.78' x 235.88'
22	264.78' x 235.88'
23	264.78' x 235.88'
24	264.78' x 235.88'
25	264.78' x 235.88'
26	264.78' x 235.88'
27	264.78' x 235.88'
28	264.78' x 235.88'
29	264.78' x 235.88'
30	264.78' x 235.88'
31	264.78' x 235.88'
32	264.78' x 235.88'
33	264.78' x 235.88'
34	264.78' x 235.88'
35	264.78' x 235.88'
36	264.78' x 235.88'
37	264.78' x 235.88'
38	264.78' x 235.88'
39	264.78' x 235.88'
40	264.78' x 235.88'
41	264.78' x 235.88'
42	264.78' x 235.88'
43	264.78' x 235.88'
44	264.78' x 235.88'
45	264.78' x 235.88'
46	264.78' x 235.88'
47	264.78' x 235.88'
48	264.78' x 235.88'

WITNESS my hand and seal this 30<sup>th</sup> day of MARCH, 1965.

*Elvan F. Scotten*

ELVAN F. SCOTTEN, Registered Professional Engineer  
REGISTERED LAND SURVEYOR  
Indiana #4635  
INDIANA #4605

The undersigned, Max MAXINHALL ESTATES, Inc., by M. L. Hall, President and Max Barney, Secretary, and by owners of lots and parcels of the whole as indicated on the within plat, and as listed hereinafter, together with the number of the lot or other designation of the land each owns as follows: Max D. BARNEY and M. PAULINE BARNEY, husband and wife, owners of Lot 9; M. L. HALL and MARIE B. HALL, husband and wife, owners of Lot 16; DR. ALLEN K. HARCOURT and ALICE L. HARCOURT, husband and wife, Lot 18; JOSEPH N. HUSER and CAROLYN HUSER, husband and wife, owners of Lot 12; Anna S. Burke, mother and sonne S. Burke, son, owners of Lot 37, and DONALD T. STALKER and STEPHANIE STALKER, husband and wife, owners of Lot 20; Jack G. Chandler and Mary E. Chandler, husband and wife, owners of Lot 31, and A.B. KIRKPATRICK and MARGARET KIRKPATRICK, owners of Lot 38 & Lot 39. All inclusive, do hereby lay off, plat and subdivide the real estate in the foregoing described property, into lots, parcels, streets and easements as indicated on the within plat. This Subdivision shall be known and designated as LAKE MAXINHALL ESTATES, SECTION 1, a subdivision in Washington Township, Marion County, Indiana.

Said lots and parcels of this subdivision and the use thereof by present and future owners, shall be subject to the following restrictions which shall run with the land.

- All lots, except the peninsula to the Indianapolis Power and Light Company at the south end of Lake MaxinHall, shall be designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory buildings, may be erected.
- No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.
- No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 170 feet at the front building set back line.
- No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- No trailer, tent, basement, shack, garage, barn or other out-building erected hereon shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.
- Until an proved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply and purity is approved by the Marion County Health and Hospital Corporation.
- No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1600 square feet, in the case of one-story structures, or not less than 1400 square feet in the case of one and one-half, two or two and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.
- No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKE MAXINHALL ESTATES and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.
- No fence, wall, hedge or shrub planting which obstructs sightlines and elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting points 25 feet from the intersection of the property lines, to the case of a rounded property corner, from the intersection of the property lines, to the case of a rounded property corner, to any lot within 10 feet from the intersection of the property lines, to the edge of a driveway, easement or utility line. No trees shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.
- The right of enforcement of these covenants is hereby granted to the METROPOLITAN PLANNING COMMISSION, its successors or assigns.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAKE MAXINHALL ESTATES, Inc., by its duly authorized officers, M. L. Hall, President, and Max Barney, Secretary, Marie B. Hall and M. Pauline Barney, their wives; and Dr. Allen K. Harcourt and Alice L. Harcourt; Joseph N. Huser and Carolyn Huser; A.B. Kirkpatrick and Margaret Kirkpatrick; Donald T. Stalker and Stephanie Stalker, husbands and wives; and Anna S. Burke and Karnie S. Burke, mother and son, Jack G. Chandler and Mary E. Chandler, husband and wife, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and seal this 1<sup>st</sup> day of March, 1965.

My commission expires: Dec. 31, 1965

NOTARY PUBLIC

NOV 17 1965

ELVAN F. SCOTTEN, ENGINEER, THIS 10<sup>th</sup> DAY OF JANUARY 1966  
BY: ELVAN F. SCOTTEN, OWNER

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEER, THIS 10<sup>th</sup> DAY OF JANUARY 1966  
BY: ELVAN F. SCOTTEN, OWNER

3093/99

ALLISON

This subdivision consists of 35 lots numbered Lot 5 and Lots 7 through 40, both inclusive.  
Plot dimensions or the lots  
lot decimal parts thereof.

WITNESS my hand and seal this 30<sup>th</sup> day of MARCH, 1965.

*[Signature]*

ELVAN F. SCOTTEN, Registered Professional Engineer -  
REGISTERED LAND SURVEYOR -  
INDIANA #6435

The undersigned, Max MAXINHALL ESTATES, Inc., by M. L. Hall, President and Max Barney, Secretary and by owners of lots and parcels of the whole as indicated on the within plat, and as listed hereinafter, together with the number of the lot or other designation of the land each owns as follows: Max D. BARNEY and M. PAULINE BARNEY, husband and wife, owners of Lot 9; M. L. HALL and MAILE B. HALL, husband and wife, owners of Lot 16; DR. ALICE K. HARcourt and ALICE L. HARcourt, husband and wife, Lot 18; JOSEPH N. HUSER and CAROLYN STEPHENIE STALKER, husband and wife, owners of Lot 12; Anna S. Burke, mother and Bernie S. Burke, son, owners of Lot #37, and DONALD T. STALKER and A.B. KIRKPATRICK and MARGARET KIRKPATRICK, owners of Lot #38. Jack G. Chandler and Mary E. Chandler, husband and wife, owners of Lot 31, all inclusive, do hereby lay off, plat and subdivide the real estate in the foregoing described property, into lots, parcels, streets and easements as indicated on the within plat. This Subdivision shall be known and designated as LAKE MAXINHALL ESTATES, SECTION 1, a subdivision in Washington Township, Marion County, Indiana.

Said lots and parcels of this subdivision and the use thereof by present and future owners, shall be subject to the following restrictions:

- All lots, except \_\_\_\_\_, designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory buildings, may be erected.
- No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 15 percent of the width of the lot to a side property line, subject, however, to all zoning ordinances.
- No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.
- No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- No trailer, tent, basement, shack, carriage, barn or other out-buildings, erected hereon shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- No private sewage disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed of type and construction approved in writing by the Marion County Health and Hospital Corporation may be used until such time as a sanitary sewer system is available.
- Until an approved water supply system shall be available in said area, individual wells shall be permitted, providing location, sufficiency of supply and purity is approved by the Marion County Health and Hospital Corporation.
- No dwelling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1800 square feet, in the case of one-story structures, or not less than 1400 square feet in the case of one and one-half, two or two and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.
- No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in LAKE MAXINHALL ESTATES and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.
- No fence, wall, hedge or shrub planting which obstructs sightlines or elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner of within the triangular area formed by the property lines and a line connecting point 25 feet from the intersection of said street lines, to the corner of the bounded property corner from the intersection of the street lines extended. The signs sightline limitations shall be 10 feet from the intersection of a street line with the property boundary or alignment or align line. No fence shall be permitted to originate within such distances of such intersections unless the fence line is maintained at sufficient height to prevent obstruction of such sightlines.
- The right of enforcement of these covenants is hereby granted to the METROPOLITAN PLAT COMMISSION, its successors or assigns.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAKE MAXINHALL ESTATES, Inc., by its duly authorized officers, M. L. Hall, President, and Max Barney, Secretary, Maile B. Hall and M. Pauline Barney, their wives; and Dr. Allan K. Harcourt and wife; and Anna S. Burke and Bernie S. Burke, mother and son, Jack G. Chandler and Mary E. Chandler, husband and wife, all of whom signed and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and seal this 30<sup>th</sup> day of MARCH, 1965.

My commission expires: \_\_\_\_\_

NOV 17 65

NOTARY PUBLIC

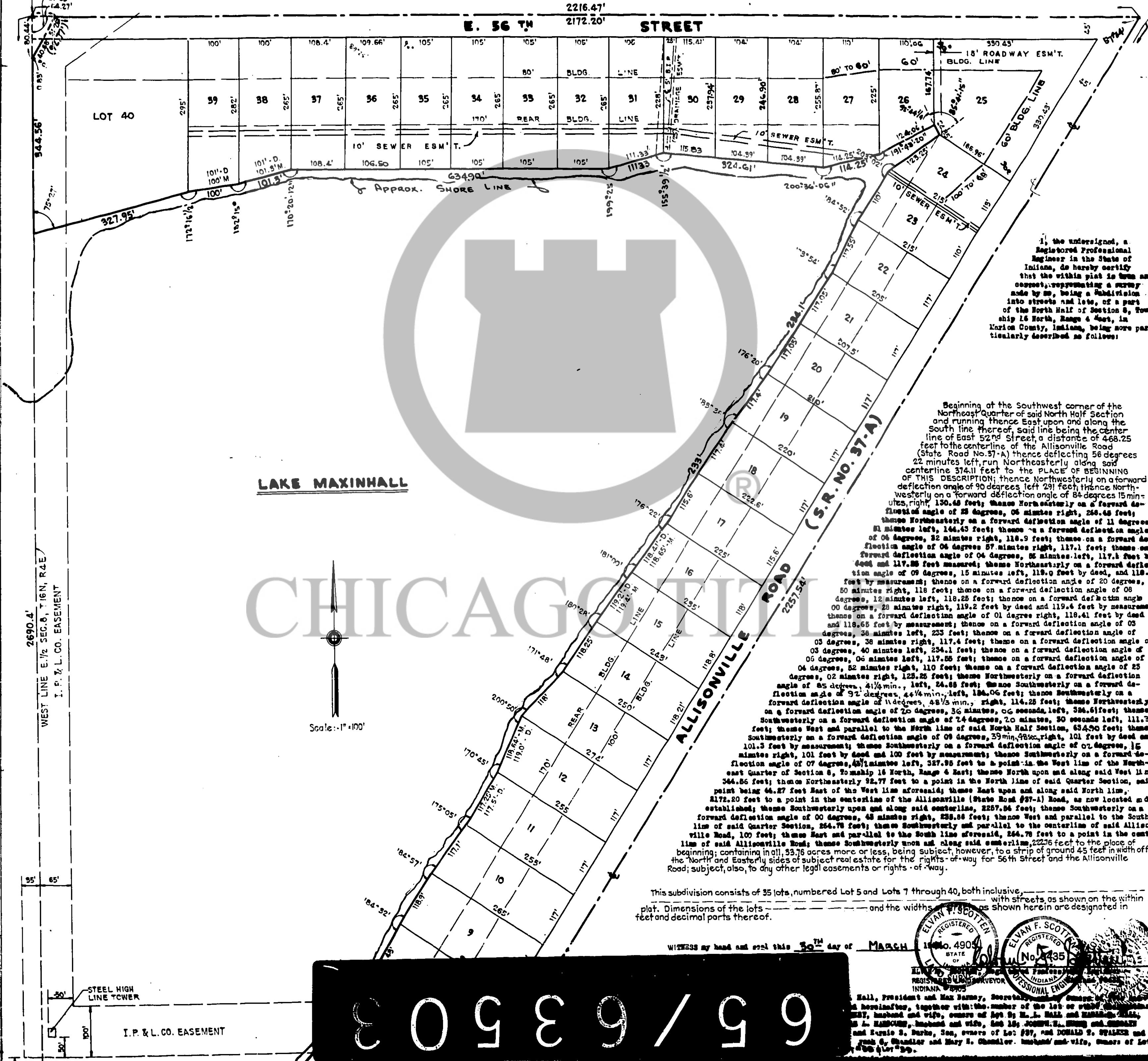
V.C.D. 11-3-67

THIS DOCUMENT PREPARED BY ELVAN F. SCOTTEN, ENGINEER, THIS 30<sup>th</sup> DAY OF MARCH, 1965  
BY: ELVAN F. SCOTTEN, OWNER

30539/99

# LAKE MAXINHALL ESTATES SECTION ONE

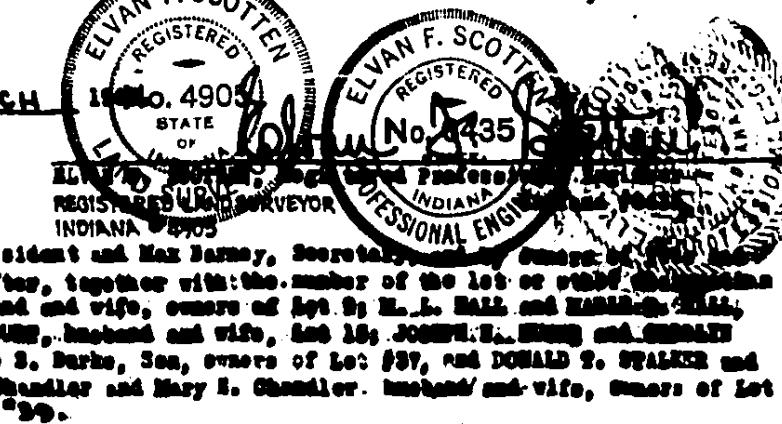
N.W.COR.E. 1/2  
SEC. 8, T16N, R4E  
87'25"  
14.27'



I, the undersigned, a  
Registered Professional  
Engineer in the State of  
Indiana, do hereby certify  
that the within plat is true and  
correct, representing a survey  
made by me, being a Subdivision  
into streets and lots, of a part  
of the North Half of Section 8, Town-  
ship 16 North, Range 4 West, in  
Marion County, Indiana, being more par-  
ticularly described as follows:

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive, with streets as shown on the within plot. Dimensions of the lots and the widths as shown herein are designated in feet and decimal parts thereof.

WITNESS my hand and seal this 30<sup>th</sup> day of



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# LAKE MAXINHALL ESTATES SECTION ONE

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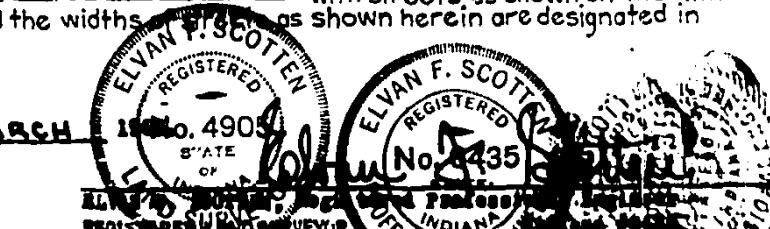
N.W.COR.E. 1/2  
SEC. 8, T16N, R4E  
89°25'  
44.27'



I, the undersigned, a  
Registered Professional  
Engineer in the State of  
Indiana, do hereby certify  
that the within plat is true and  
correct, representing a survey  
made by me, being a Subdivision  
into streets and lots, of a part  
of the North Half of Section 8, Town-  
ship 16 North, Range 4 West, in  
Marion County, Indiana, being more par-  
ticularly described as follows:

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive, with streets as shown on the within plat. Dimensions of the lots and the widths as shown herein are designated in feet and decimal parts thereof.

WITNESS my hand and seal this 29<sup>th</sup>

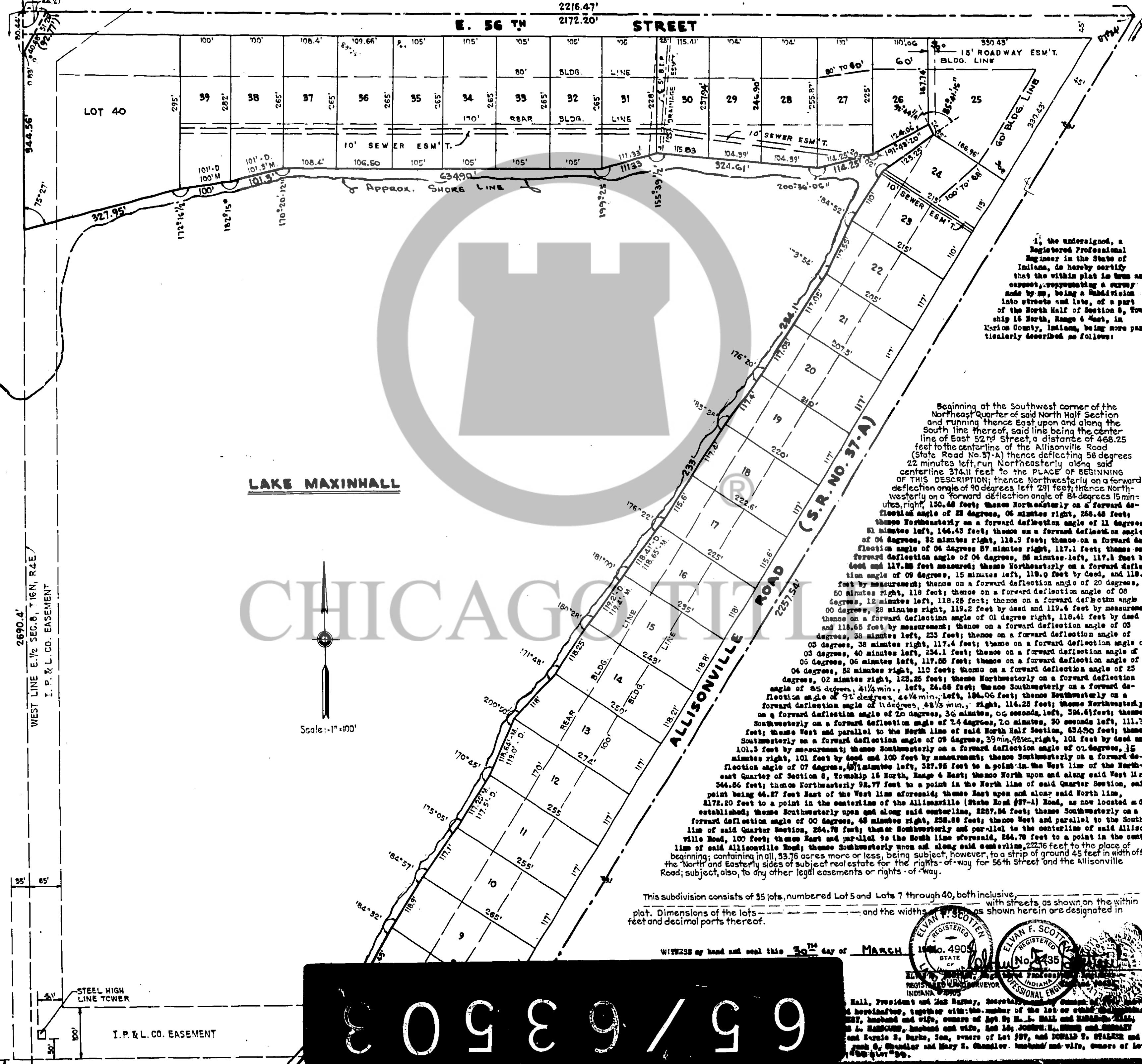


President and Max Barney, Secretary, and owners of the new  
master, together with the number of the lot or street address,  
husband and wife, owners of Lots #1 & H. L. HALL and MARION HALL,  
#2005, husband and wife, lots 14, JOSEPH E. HORNIG and MARY  
nie S. Burke, Son, owners of Lot #57, and DONALD T. STALKER and  
J. Chandler and Mary E. Chandler, husband and wife, owners of lot #1.

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# LAKE MAXINHALL ESTATES SECTION ONE

N.W.COR.E. 1/2  
SEC. 8, T16N, R4E  
89°25'  
44.27'



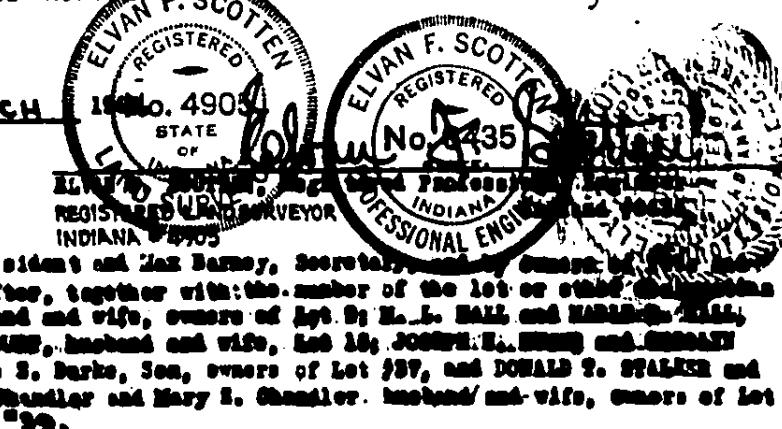
I, the undersigned, a  
Registered Professional  
Engineer in the State of  
Indiana, do hereby certify  
that the within plat is true and  
correct, representing a survey  
made by me, being a subdivision  
into streets and lots, of a part  
of the North Half of Section 6, Town-  
ship 16 North, Range 4 West, in  
Marion County, Indiana, being more par-  
ticularly described as follows:

Beginning at the Southwest corner of the Northeast Quarter of said North Half Section and running thence East upon and along the South line thereof, said line being the center line of East 52nd Street, a distance of 468.25 feet to the centerline of the Allisonville Road (State Road No. 37-A) thence deflecting 56 degrees 5 minutes left, run Northeasterly along said line 374.11 feet to the PLACE OF BEGINNING.

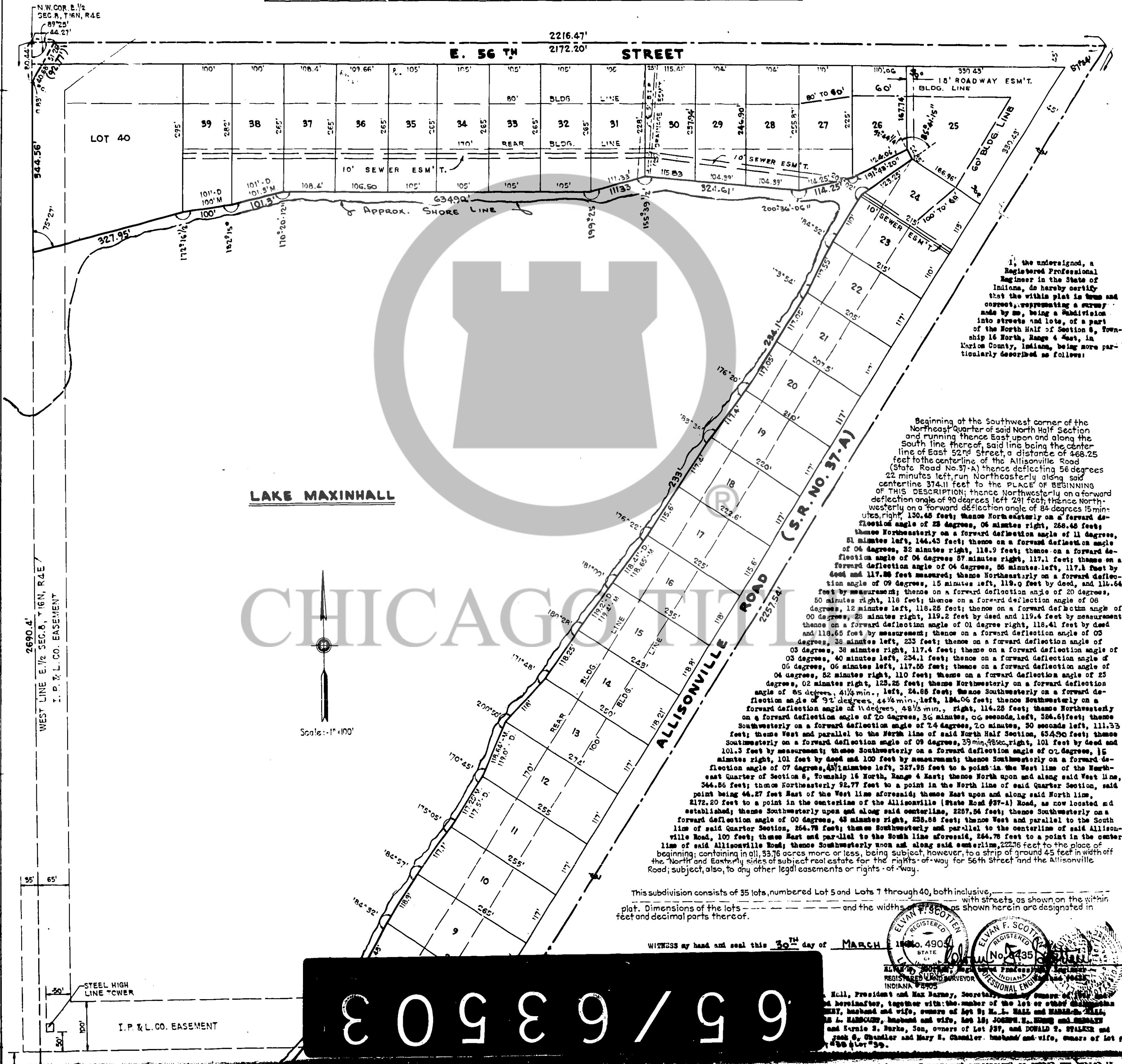
DESCRIPTION; thence Northwesterly on a forward deflection angle of 90 degrees left 291 feet; thence North on a forward deflection angle of 84 degrees 15 minutes 130.45 feet; thence Northeasterly on a forward deflection angle of 22 degrees, 06 minutes right, 268.45 feet; easterly on a forward deflection angle of 11 degrees, 0, 144.43 feet; thence on a forward deflection angle 32 minutes right, 118.9 feet; thence on a forward deflection angle of 04 degrees 57 minutes right, 117.1 feet; thence on a deflection angle of 04 degrees, 56 minutes left, 117.1 feet by measurement; thence Northasterly on a forward deflection angle of 04 degrees, 15 minutes left, 119.0 feet by deed, and 119.64 feet on a forward deflection angle of 20 degrees, 08 feet; thence on a forward deflection angle of 08 feet, 118.25 feet; thence on a forward deflection angle of 08 feet, 119.2 feet by deed and 119.4 feet by measurement; deflection angle of 01 degree right, 118.41 feet by deed measurement; thence on a forward deflection angle of 03 degrees, 233 feet; thence on a forward deflection angle of 0, 117.4 feet; thence on a forward deflection angle of 234.1 feet; thence on a forward deflection angle of 17.55 feet; thence on a forward deflection angle of 03 feet; thence on a forward deflection angle of 23 feet; thence Northwesterly on a forward deflection angle of 24.85 feet; thence Southwesterly on a forward deflection angle of 18 1/3 min., right, 114.25 feet; thence Northwesterly 36 minutes, 06 seconds left, 324.6 feet; thence West 24 degrees, 20 minutes, 30 seconds left, 111.33 feet of said North Half Section, 634.90 feet; thence of 09 degrees, 39 min., 48 sec., right, 101 feet by deed and 100 feet by measurement; thence Southwesterly on a forward deflection angle of 02 degrees, 15 minutes, 27.95 feet to a point in the West line of the North 4 East; thence North upon and along said West line, point in the North line of said Quarter Section, said line; thence East upon and along said North line, Allisonville (State Road #37-A) Road, as now located and running 2257.54 feet; thence Southwesterly on a forward deflection angle of 235.88 feet; thence West and parallel to the South line and parallel to the centerline of said Allisonville line aforesaid, 264.78 feet to a point in the centerline along said centerline, 2227.6 feet to the place of intersection, however, to a strip of ground 45 feet in width off its-of-way for 56th Street and the Allisonville way.

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive, with streets as shown on the within plat. Dimensions of the lots and the widths as shown herein are designated in feet and decimal parts thereof.

WITNESS my hand and seal this 30<sup>th</sup> day of



# LAKE MAXINHALL ESTATES SECTION ONE



# LAKE MAXINHALL ESTATES SECTION ONE

N.W.COR.E. 1/2  
SEC. 8, T16N, R4E  
89°25'  
44.21'

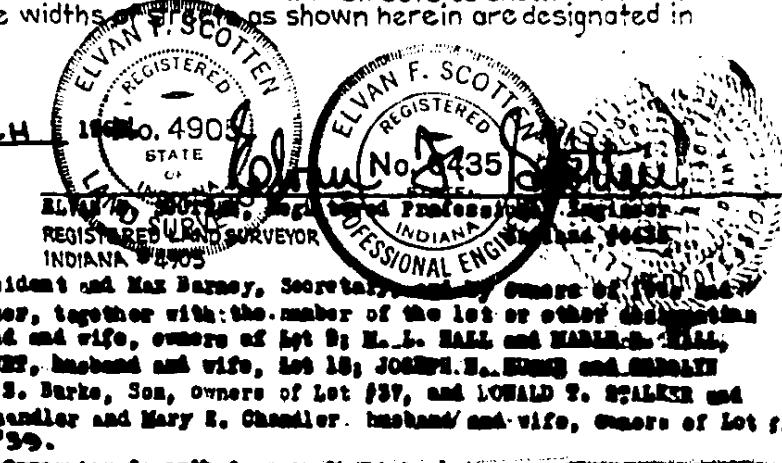


I, the undersigned, a  
Registered Professional  
Engineer in the State of  
Indiana, do hereby certify  
that the within plat is true and  
correct, representing a survey  
made by me, being a Subdivision  
into streets and lots, of a part  
of the North Half of Section 8, Town-  
ship 16 North, Range 4 East, in  
Marion County, Indiana, being more par-  
ticularly described as follows:

Beginning at the Southwest corner of the Northeast Quarter of said North Half Section and running thence East upon and along the South line thereof, said line being the center line of East 52nd Street, a distance of 468.25 feet to the centerline of the Allisonville Road (State Road No. 37-A) thence deflecting 56 degrees 22 minutes left, run Northeasterly along said centerline 374.11 feet to the PLACE OF BEGINNING OF THIS DESCRIPTION; thence Northwesterly on a forward deflection angle of 90 degrees left 291 feet; thence Northwesterly on a forward deflection angle of 84 degrees 15 minutes, right, 130.45 feet; thence Northeasterly on a forward deflection angle of 23 degrees, 06 minutes right, 268.45 feet; thence Northeasterly on a forward deflection angle of 11 degrees, 51 minutes left, 144.43 feet; thence on a forward deflection angle of 04 degrees, 32 minutes right, 118.9 feet; thence on a forward deflection angle of 04 degrees 57 minutes right, 117.1 feet; thence on a forward deflection angle of 04 degrees, 56 minutes left, 117.1 feet by deed and 117.26 feet measured; thence Northeasterly on a forward deflection angle of 09 degrees, 15 minutes left, 118.0 feet by deed, and 118.64 feet by measurement; thence on a forward deflection angle of 20 degrees, 50 minutes right, 118 feet; thence on a forward deflection angle of 08 degrees, 12 minutes left, 118.25 feet; thence on a forward deflection angle of 00 degrees, 28 minutes right, 119.2 feet by deed and 119.4 feet by measurement; thence on a forward deflection angle of 01 degree right, 118.41 feet by deed and 118.65 feet by measurement; thence on a forward deflection angle of 03 degrees, 38 minutes left, 233 feet; thence on a forward deflection angle of 03 degrees, 38 minutes right, 117.4 feet; thence on a forward deflection angle of 03 degrees, 40 minutes left, 234.1 feet; thence on a forward deflection angle of 06 degrees, 06 minutes left, 117.55 feet; thence on a forward deflection angle of 04 degrees, 52 minutes right, 110 feet; thence on a forward deflection angle of 23 degrees, 02 minutes right, 123.25 feet; thence Northwesterly on a forward deflection angle of 85 degrees, 41 $\frac{1}{4}$  min., left, 24.85 feet; thence Southwesterly on a forward deflection angle of 92 degrees, 44 $\frac{1}{4}$  min., left, 184.06 feet; thence Southwesterly on a forward deflection angle of 11 degrees, 48 $\frac{1}{3}$  min., right, 114.25 feet; thence Northwesterly on a forward deflection angle of 20 degrees, 36 minutes, 06 seconds, left, 324.61 feet; thence Southwesterly on a forward deflection angle of 24 degrees, 20 minutes, 30 seconds left, 111.33 feet; thence West and parallel to the North line of said North Half Section, 634.90 feet; thence Southwesterly on a forward deflection angle of 09 degrees, 39 min, 48 sec, right, 101 feet by deed and 101.3 feet by measurement; thence Southwesterly on a forward deflection angle of 02 degrees, 15 minutes right, 101 feet and 100 feet by measurement; thence Southwesterly on a forward deflection angle of 07 degrees, 43 $\frac{1}{2}$  minutes left, 327.95 feet to a point in the West line of the North-east Quarter of Section 8, Township 16 North, Range 4 East; thence North upon and along said West line, 344.56 feet; thence Northeasterly 92.77 feet to a point in the North line of said Quarter Section, said point being 64.27 feet East of the West line aforesaid; thence East upon and along said North line, 2172.20 feet to a point in the centerline of the Allisonville (State Road #37-A) Road, as now located and established; thence Southwesterly upon and along said centerline, 2257.54 feet; thence Southwesterly on a forward deflection angle of 00 degrees, 48 minutes right, 235.88 feet; thence West and parallel to the South line of said Quarter Section, 264.78 feet; thence Southwesterly and parallel to the centerline of said Allisonville Road, 100 feet; thence East and parallel to the South line aforesaid, 264.78 feet to a point in the centerline of said Allisonville Road; thence Southwesterly upon and along said centerline, 2227.6 feet to the place of beginning; containing in all, 33.76 acres more or less, being subject, however, to a strip of ground 45 feet in width off the North and Easterly sides of subject real estate for the rights-of-way for 56th Street and the Allisonville Road; subject, also, to any other legal easements or rights-of-way.

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive, with streets as shown on the within plot. Dimensions of the lots and the widths as shown herein are designated in feet and decimal parts thereof.

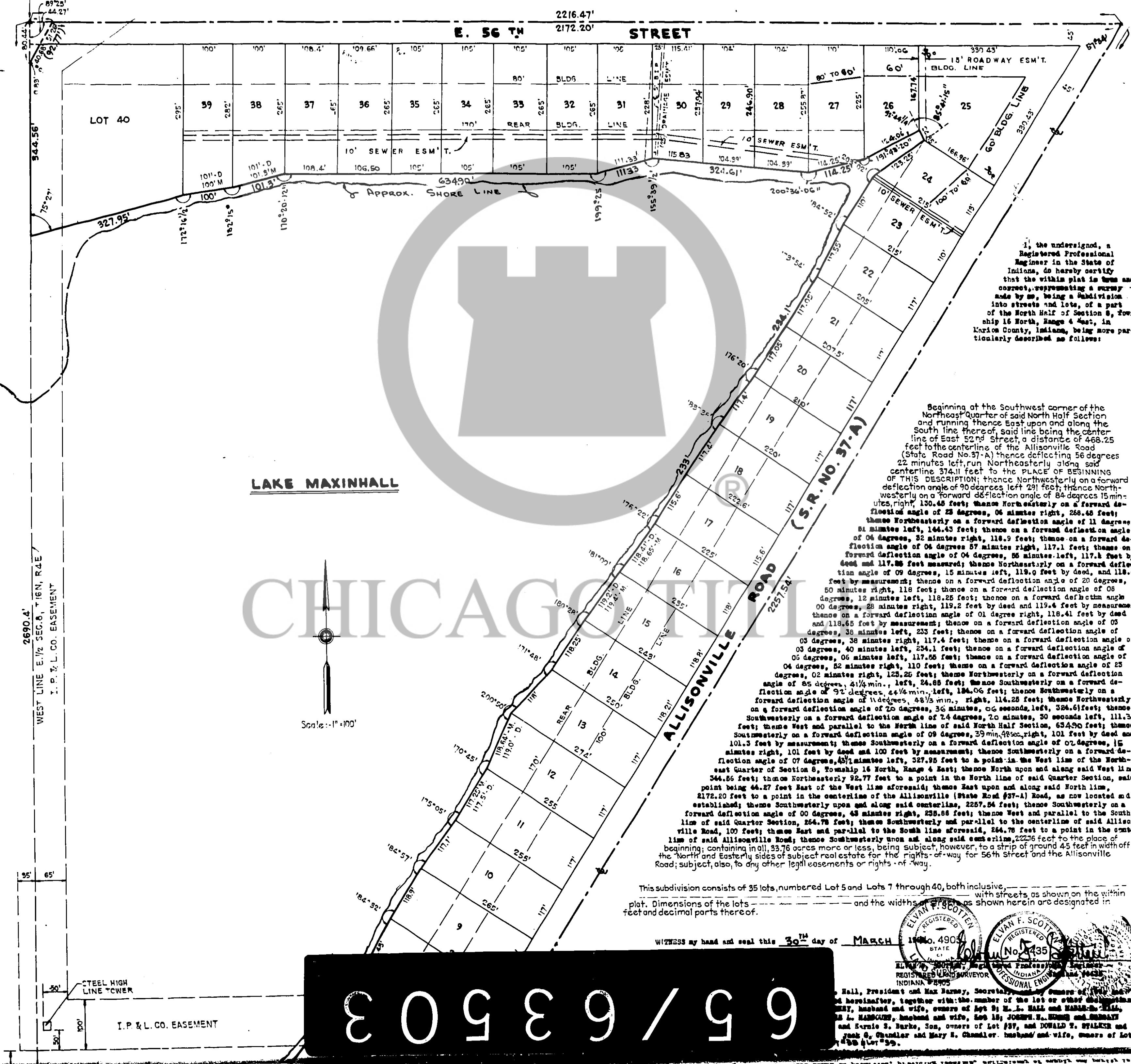
WITNESS my hand and seal this 30<sup>th</sup> day



# LAKE MAXINHALL ESTATES SECTION ONE

N.W.COR.E. 1/2  
SEC. 8, T16N, R4E  
89°25'  
44.27'

**E. 56<sup>TH</sup>** **2216.47'** **2172.20'** **STREET**



i, the undersigned, a  
Registered Professional  
Engineer in the State of  
Indiana, do hereby certify  
that the within plat is true and  
correct, representing a survey  
made by me, being a subdivision  
into streets and lots, of a part  
of the North Half of Section 8, town-  
ship 16 North, Range 4 West, in  
Marion County, Indiana, being more par-  
ticularly described as follows:

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive, with streets as shown on the within plat. Dimensions of the lots and the widths of the streets, as shown herein are designated in feet and decimal parts thereof.

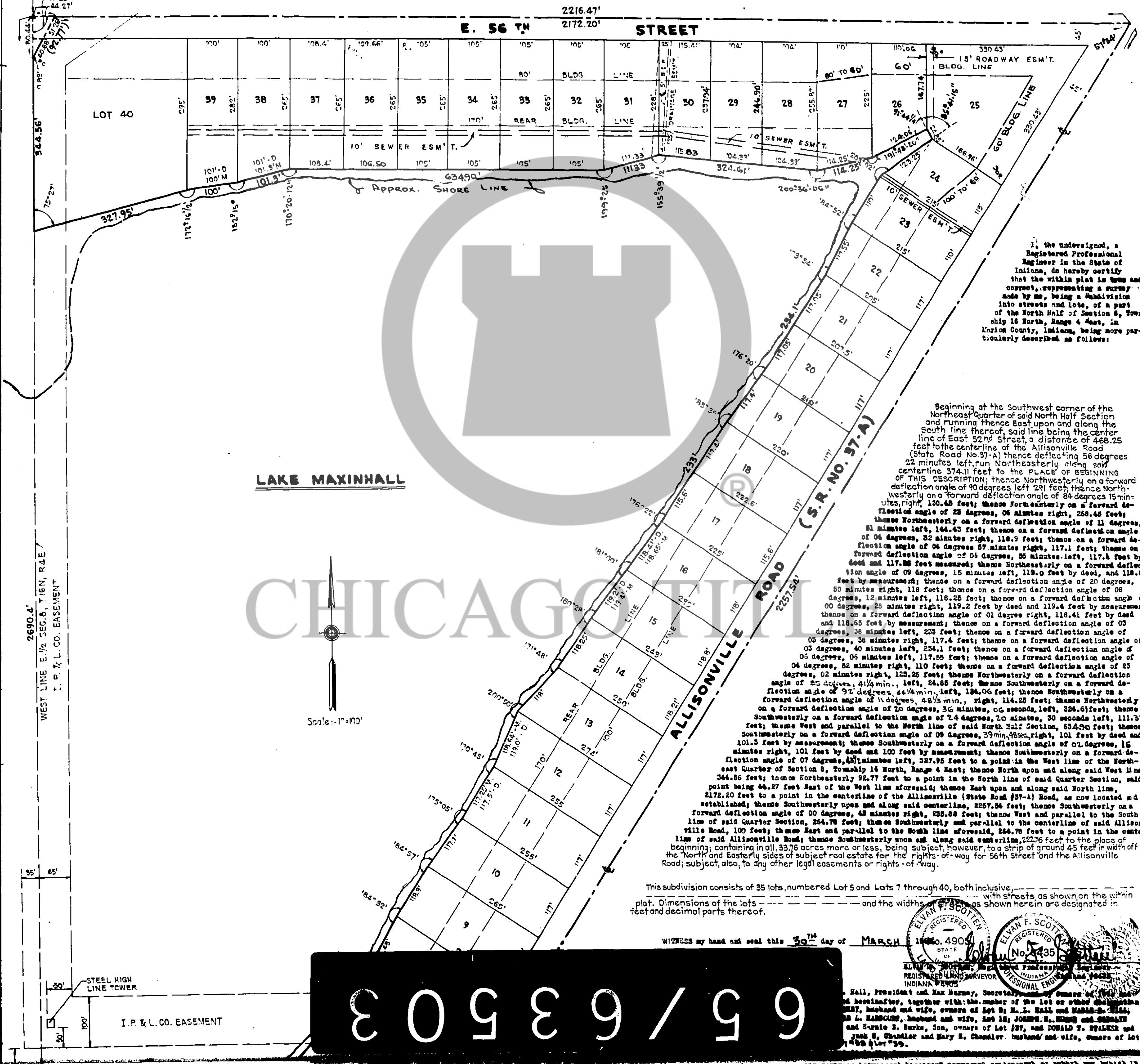
WITNESS my hand and seal this 30<sup>th</sup> day of



ELVAN C. SHOFFER, Registered Professional Engineer  
REGISTERED LAND SURVEYOR  
INDIANA #4405

# LAKE MAXINHALL ESTATES SECTION ONE

N.W.COR.E. 1/2  
SEG.B, TIGN, R&E  
89°25'  
44.27'





# LAKE MAXINHALL ESTATES SECTION ONE

N.W.COR.E. 1/4  
SEC. 8, T.I.G.N. R.4 E  
89°25'  
44 27'

E. 56 TH 2216.47'  
2172.20' STREET



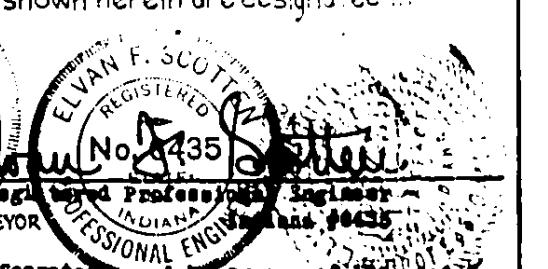
I, the undersigned, a  
Registered Professional  
Engineer in the State of  
Indiana, do hereby certify  
that the within plat is true and  
correct, representing a survey  
made by me, being a subdivision  
into streets and lots, of a part  
of the North Half of Section 6, Town-  
ship 16 North, Range 4 East, in  
Marion County, Indiana, being more par-  
ticularly described as follows:

R. NO. 37-A)

Beginning at the Southwest corner of the Northeast Quarter of said North Half Section and running thence East upon and along the South line thereof, said line being the center line of East 52nd Street, a distance of 468.25 feet to the centerline of the Allisonville Road (State Road No. 37-A) thence deflecting 56 degrees 22 minutes left, run Northeasterly along said centerline 374.11 feet to the PLACE OF BEGINNING OF THIS DESCRIPTION; thence Northwesterly on a forward deflection angle of 90 degrees left 291 feet; thence Northwesterly on a forward deflection angle of 84 degrees 15 minutes, right, 130.48 feet; thence Northeasterly on a forward deflection angle of 28 degrees, 06 minutes right, 268.48 feet; thence Northeasterly on a forward deflection angle of 11 degrees, 51 minutes left, 144.43 feet; thence on a forward deflection angle of 04 degrees, 32 minutes right, 118.9 feet; thence on a forward deflection angle of 04 degrees 57 minutes right, 117.1 feet; thence on a forward deflection angle of 04 degrees, 56 minutes left, 117.1 feet by deed and 117.05 feet measured; thence Northeasterly on a forward deflection angle of 09 degrees, 15 minutes left, 119.0 feet by deed, and 118.64 feet by measurement; thence on a forward deflection angle of 20 degrees, 50 minutes right, 118 feet; thence on a forward deflection angle of 08 degrees, 12 minutes left, 118.25 feet; thence on a forward deflection angle of 00 degrees, 28 minutes right, 119.2 feet by deed and 119.4 feet by measurement; thence on a forward deflection angle of 01 degree right, 118.41 feet by deed and 118.65 feet by measurement; thence on a forward deflection angle of 03 degrees, 38 minutes left, 233 feet; thence on a forward deflection angle of 03 degrees, 38 minutes right, 117.4 feet; thence on a forward deflection angle of 00 degrees, 40 minutes left, 234.1 feet; thence on a forward deflection angle of 00 degrees, 06 minutes left, 117.55 feet; thence on a forward deflection angle of 00 degrees, 52 minutes right, 110 feet; thence on a forward deflection angle of 23 degrees, 02 minutes right, 123.25 feet; thence Northwesterly on a forward deflection angle of 92 degrees, 41 $\frac{1}{4}$  min., left, 24.85 feet; thence Southwesterly on a forward deflection angle of 92 degrees, 44 $\frac{1}{4}$  min., left, 184.06 feet; thence Southwesterly on a deflection angle of 11 degrees, 48 $\frac{1}{3}$  min., right, 114.25 feet; thence Northwesterly on a forward deflection angle of 20 degrees, 36 minutes, 06 seconds, left, 324.61 feet; thence on a forward deflection angle of 24 degrees, 20 minutes, 30 seconds left, 111.33 feet and parallel to the North line of said North Half Section, 634.90 feet; thence on a forward deflection angle of 09 degrees, 39 min., 48 sec., right, 101 feet by deed and measurement; thence Southwesterly on a forward deflection angle of 01 degrees, 15 minutes by deed and 100 feet by measurement; thence Southwesterly on a forward deflection angle of 01 degrees, 43 $\frac{1}{2}$  minutes left, 327.95 feet to a point in the West line of the North 1/4, Township 16 North, Range 4 East; thence North upon and along said West line, Northeasterly 92.77 feet to a point in the North line of said Quarter Section, said part of the West line aforesaid; thence East upon and along said North line, the centerline of the Allisonville (State Road #37-A) Road, as now located and run Northeasterly upon and along said centerline, 2257.54 feet; thence Southwesterly on a deflection angle of 00 degrees, 45 minutes right, 235.88 feet; thence West and parallel to the South line, 264.78 feet; thence Southwesterly and parallel to the centerline of said Allisonville Road and parallel to the South line aforesaid, 264.78 feet to a point in the centerline of the Allisonville Road, 2227.6 feet to the place of beginning or less, being subject, however, to a strip of ground 45 feet in width off the real estate for the rights-of-way for 56th Street and the Allisonville easements or rights-of-way.

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive, with streets as shown on the within plat. Dimensions of the lots and the widths of streets as shown herein are designated in feet and decimal parts thereof.

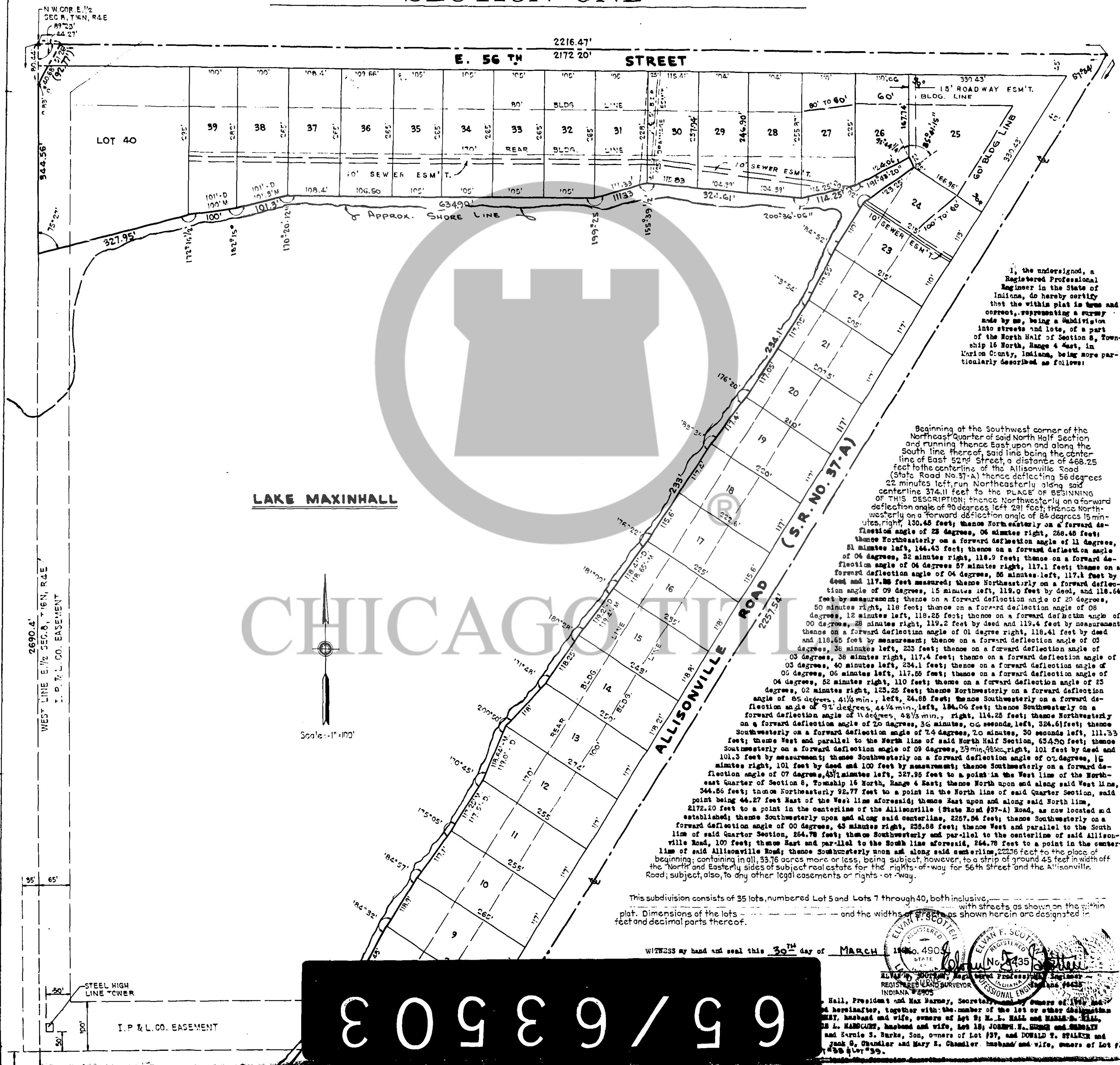
WITNESS my hand and seal this 30<sup>th</sup> day



ELVAN S. BURKE, Registered Professional Engineer  
REGISTERED LAND SURVEYOR INDIANA LICENSE #6455  
INDIANA #4905

sident and Max Barney, Secretary, owners of Lot 16, and  
ter, together with the number of the lot or other designation  
and wife, owners of Lot 8; H. L. HALL and MARIE D. HILL,  
URF, husband and wife, Lot 18; JOSEPH E. HENDERSON and GENEVIEVE  
S. Burke, Son, owners of Lot #37, and DONALD T. STALKER and  
Chandler and Mary E. Chandler, husband and wife, owners of Lot #1,

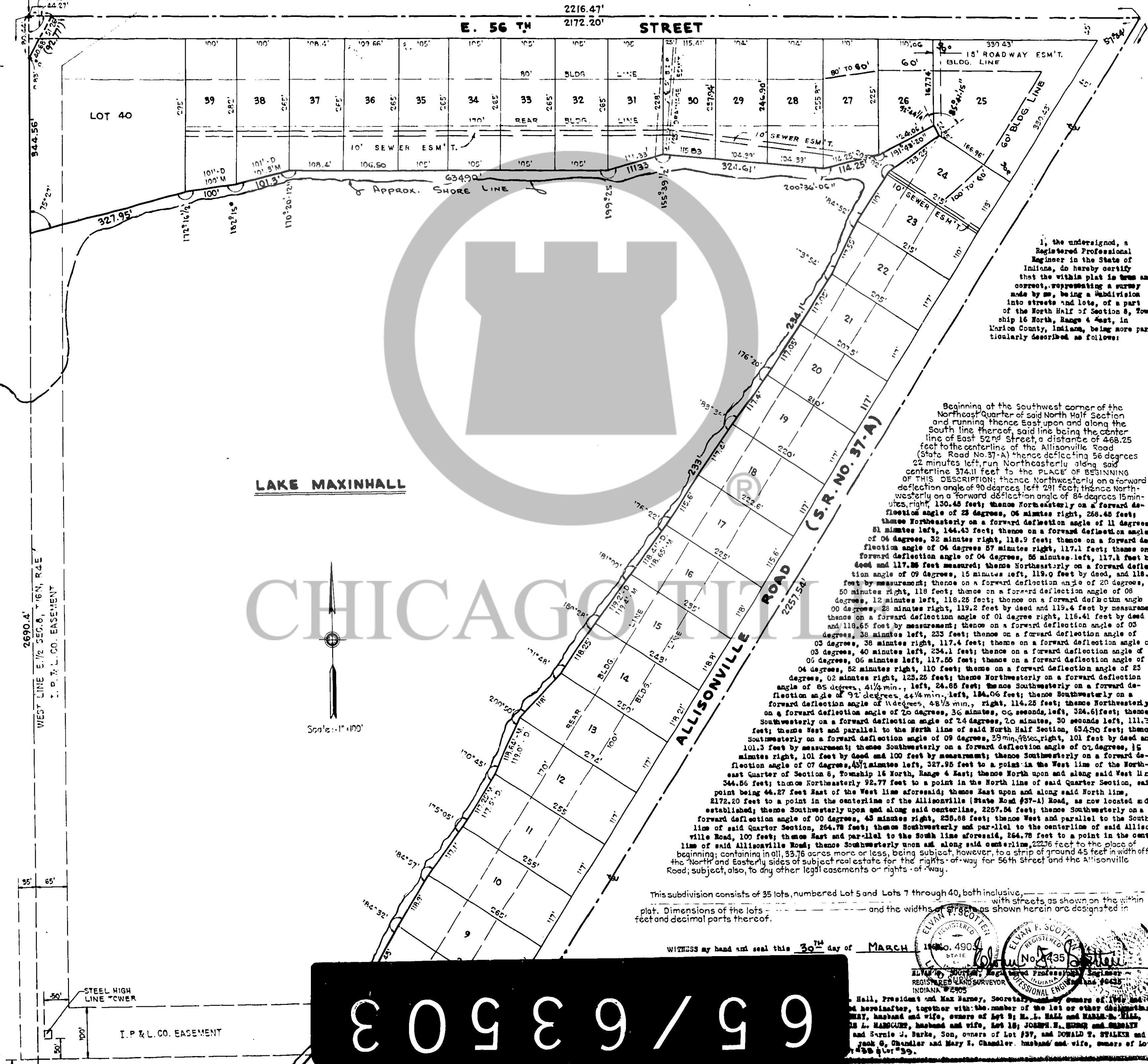
# LAKE MAXINHALL ESTATES SECTION ONE



# LAKE MAXINHALL ESTATES SECTION ONE

N.W.COR.E. 1/2  
SEC. 8, T' 5N, R' 8E  
89°23'  
44.27'

**E. 56 TH** **STREET**



I, the undersigned, a  
Registered Professional  
Engineer in the State of  
Indiana, do hereby certify  
that the within plat is true and  
correct, representing a survey  
made by me, being a subdivision  
into streets and lots, of a part  
of the North Half of Section 5, Town-  
ship 16 North, Range 4 East, in  
Marion County, Indiana, being more par-  
ticularly described as follows:

This subdivision consists of 35 lots, numbered Lot 5 and Lots 7 through 40, both inclusive, with streets as shown on the within plat. Dimensions of the lots and the widths of the streets as shown herein are designated in feet and decimal parts thereof.

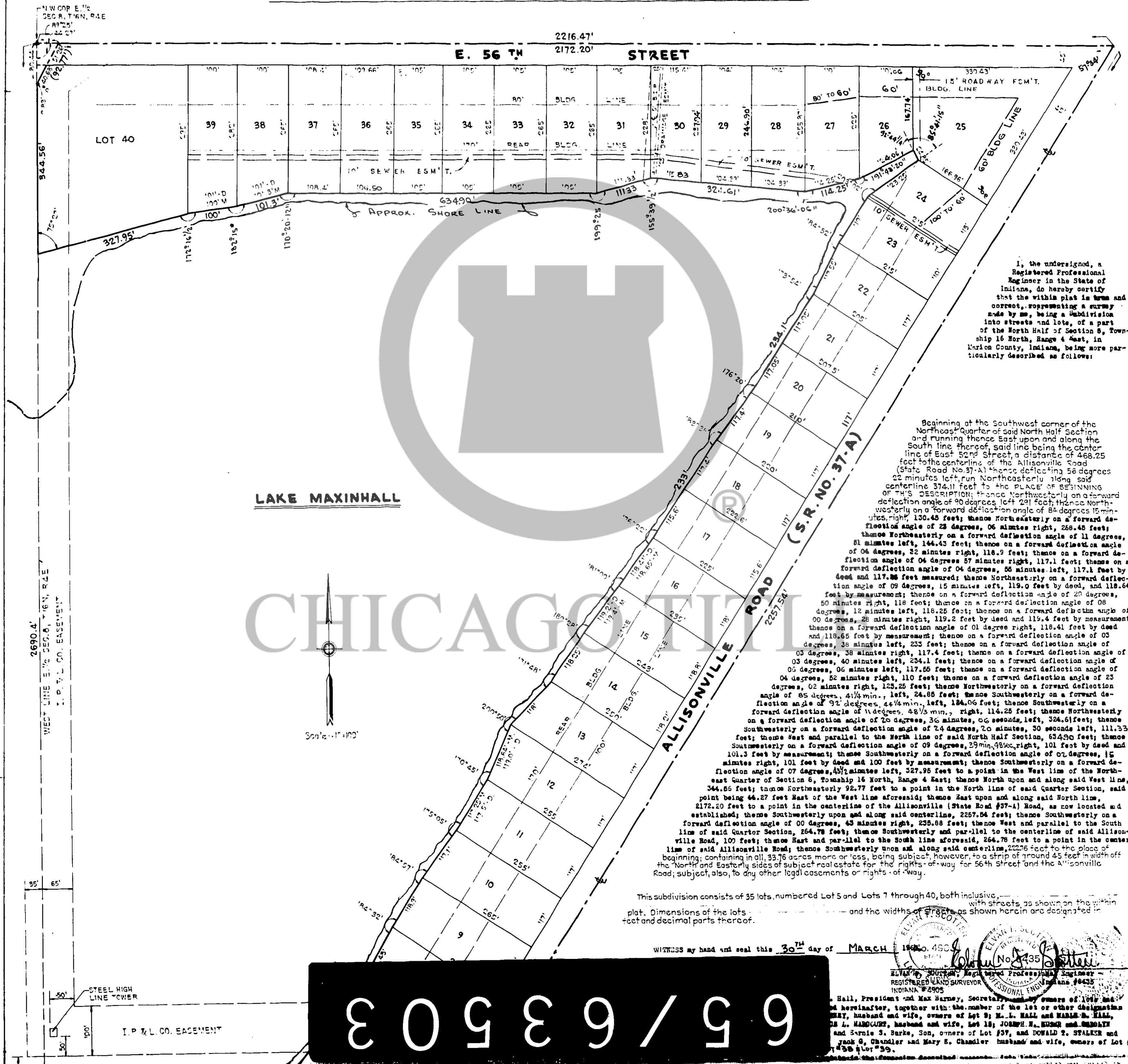
WITNESS my hand and seal this 30<sup>th</sup> day



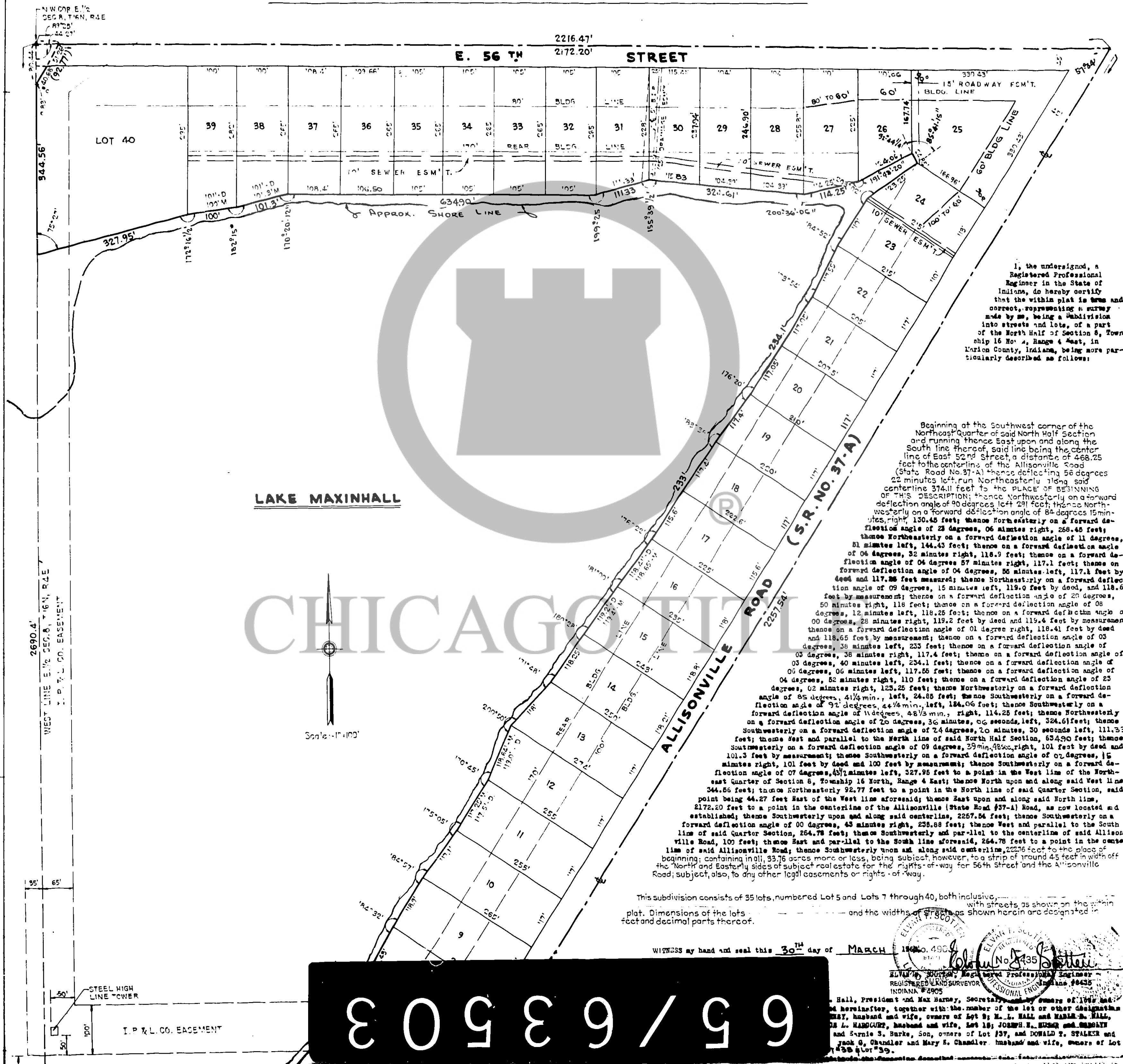
# LAKE MAXINHALL ESTATES SECTION ONE



# LAKE MAXINHALL ESTATES SECTION ONE



# LAKE MAXINHALL ESTATES SECTION ONE



# LAKE MAXINHALL ESTATES SECTION ONE

ENCL CORP E. 1/2  
SEC R. TION, R. 1E  
R. 475'  
S. 44 27'

2216.47'  
2172.20'

STREET

