

15503

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Engineers Certificate

I, Delbert A. Hobson Registered Professional Engineer in the State of Indiana, being duly qualified to practice land surveying within Morgan County, Indiana, do hereby certify that I have surveyed the following described property in accordance with the official records and that this plat of survey is true and correct and accurate with reference to a subdivision of real estate which particular bounded and described as follows:

Part of the West Half of Section 33, Township 14 North, Range 1 East of the Second Principal Meridian, Morgan County, Indiana.

Beginning 1330.22 feet north of a stone at the southwest corner of section 33, township and range aforesaid and on the west line of said section, thence north on the west line of said section a distance of 1330.22 to a stone at the west corner of the half mile corner of section 33, thence north on the west line of said section a distance of 430.56 feet to a stone at the northeast corner of section 33, thence north on the west line of said section a distance of 430.56 feet to the northeast corner of this described parcel of land, deflect by degrees and minutes to the north and west parallel to the north line of the southwest quarter of section 33 a distance of 1594.6 feet, deflect 90 degrees and 23 minutes right and run a distance of said southwest quarter, thence west on the north line of said section a distance of 241.5 feet to the east line of the west half of the southwest quarter of section 33, thence south on said east line a distance of 1330.22 feet to the southeast corner of this described real estate, which is 1330.22 feet north of the south line of said southwest quarter, thence west on the north line of the southwest quarter of the southwest quarter of section 33 a distance of 910.36 feet to a point that is 377.14 feet east of the west line of said section a distance of 430.56 feet to the northeast corner of section 33, thence south on the west line of said section a distance of 430.56 feet to the northeast corner of this described parcel of land, thence west on the north line of said section a distance of 1594.6 feet to the northeast corner of this described parcel of land, thence north on said east line a distance of 241.5 feet to the northeast corner of this described parcel of land, containing 59.24 Acres, more or less.

Said Subdivision consists of eight (8) lots, lots numbered from one (1) to eight (8) consecutively and including the location and dimensions of the lots and the location and width of the streets are indicated on the foregoing plat denoting feet and decimal fractions thereof.

Witness my hand and seal at Moravia, Indiana this 30th day of June 1953

Delbert A. Hobson
Engineer

Delbert A. Hobson
Registered Professional Engineer
Morgan County, Indiana

Carl Pfeiffer
of Approval

Under Authority Provided by the General Assembly of the State of Indiana, Acts of 1921 Enacted by the General Assembly of the State of Indiana and Provisions adopted by the Board of Surveyors and Commissioners of the County of Morgan as follows: This plat was given Approval of the County of Morgan as follows:
Approved by County Planning Commission at Meeting held June 25th 1953

Restoration of Lake
Rail Association, Inc.
Price, 67 p 399.
14 Encl 362 p 391 466, 684 49
Case CR 874 p 227 Oct 11

7-14-1981
Unrelated placement
of data 14 & 15) all
Please Record 51 p 535

7-23 91, Encl. O R. 340 pg 446
6-15-89, Deed Record 325 page 162
m. court. Paks: deconed

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FOR PLAT SEE BIG PLAT
BOOK PAGE 156

DEDICATION AND RESTRICTIONS

OF

LAKE BODONA.

The undersigned, Herman J. Baker and Margaret Baker, husband and wife, owners of the above described real estate, hereby certify that they have laid off, platted and subdivided into lots, roads, streets and designated areas in accordance with the annexed plat the real estate hereinabove described.

Said subdivision consists of Eighty-Three (83) lots, numbered from one (1) to Eighty-Three (83), both inclusive, and are of the size and dimensions indicated on said plat.

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

1. This subdivision shall be known as LAKE BODONA.
2. MANAGEMENT. A lake association, a not for profit corporation to be organized, shall become the management and maintenance organization for all ground subdivided herein, including the lake, dam, roadways, picnic and recreation areas and all other facilities of community interest and/or use.

Said association shall take, and receive from the owners of the lake, dam, roadways, entrances, picnic, recreation and all community developments and shall retain ownership, management and control thereof. Such ownership, management and control shall be transferred from the owners to the lake association five (5) years from the date of the recording of this Plat, or when two-thirds of the lots adjoining the lake have been sold, whichever date or time occurs first. Prior to

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such transfer of ownership and management, the owners shall exercise such control and management, except the power of assessment, and shall bear the cost of maintenance and development of such areas.

3. MEMBERSHIP. Certificates of membership in the lake association are and shall be issued to all purchasers or owners of lots in such subdivision at the rate of two (2) memberships for each lot adjoining the lake and one and one-half ($1\frac{1}{2}$) memberships for all other lots not fronting on said lake.

4. RULES AND REGULATIONS. Each lot in said subdivision is and shall be sold subject to the agreement of the purchasers that they will abide by the rules, regulations and assessments of said lake association as made or amended from time to time by the Board of Directors of said lake association pertaining to all matters of community interest in the operation, maintenance and management of the property, facilities and appurtenances thereto in said subdivision.

5. CONVEYANCES. All lots in said subdivision may be sold or transferred by deed, gift or devise at any time.

6. RESIDENTIAL USE ONLY. All lots are and shall be sold for residential purposes only, except the owners reserve the right to designate no more than two (2) locations for commercial use as shown and noted on said plat.

7. ASSESSMENTS. Assessments for the maintenance, operation and management of the lake, dam, roads, and all other matters of community interest shall be made only upon the affirmative vote of a majority of a quorum of the shareholders of the Lake association. A quorum shall consist of the owners of a majority of the memberships issued and outstanding and the owners shall be entitled to membership upon such lots owned by them and all

assessments shall be pro-rated to each owner on the basis of the number of memberships held or owned by such lot owners.

Each owner shall be notified of such assessment by mailing a notice at the last address for such owner on the records of the lake development corporation or the lake association.

8. PAYMENT OF ASSESSMENTS. Persons taking title to any lot in said subdivision agree that they will pay such assessment within thirty (30) days after the same has been levied. If such assessment remains unpaid for a period of thirty (30) days from the date of this levy, it shall become a lien upon said real estate in favor of the lake association, and the grantee hereby agrees that court costs, reasonable attorney fees and interest at the rate of six (6) per cent per annum may be added thereto in any judgment for collection of such assessment or foreclosure of said lien.

9. ENFORCEMENT OF COVENANTS. All provisions of these covenants and of the rules and regulations of the lake association may be enforced by the lake association or by any member of the lake association in a court of law having jurisdiction of the subject matter and such right of enforcement shall include the removal by due process of law of any structure, or object or material, constructed or maintained in violation of any of these provisions or the rules and regulations of the lake association.

10. BUILDING PLANS. All building plans shall be submitted to the Board of Directors of the lake association, or owners, for approval prior to the beginning of construction and construction shall not begin until approval of the plans has been given by said Board as evidenced by the certificate of the secretary showing the date the action was taken. All electrical wiring shall be in

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compliance with the National Electric Code. All lot owners shall construct and maintain a septic tank in accordance with standards approved by the State Board of Health, and it shall be the responsibility of the owner or occupant to keep said tank clean and in a workable condition at all times and such tank shall be cleaned at least once each five (5) years. All construction shall comply with local governmental authority and, until such time as local governmental authority provides inspection, shall be inspected by the owners or the lake association and no structure shall be used for a residence until such inspection has been made.

11. DEFINITION OF LOT. Any reference to a lot herein shall be construed to include any tract sold by metes and bounds description.

12. SET BACK LINES. On lake front lots, no closed structure shall be erected closer than fifty (50) feet to the normal water line of the lake along that boundary of the lot considered the front. On lots other than lake front lots, no closed structure shall be erected closer than thirty (30) feet to the front lot line, provided a variance may be granted by the owners or the lake association due to the particular location of any lot and so long as the same does not materially alter the general scheme herein provided.

13. SIDE LINES. No structure shall be erected closer than ten (10) feet to the side line or boundary of any lot, provided variance may be granted by the owners or the lake association where the particular location justifies it, and, provided further, no such structure shall be erected closer than five (5) feet.

14. BUILDING AREA AND BUILDING RESTRICTIONS. Houses constructed on lake front lots shall have not less than nine hundred

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fifty (950) square feet of floor space if a one story structure and not less than seven hundred (700) square feet in the first or main floor if two level structure, exclusive of attic, garages and porches.

Material used for construction such as insul blocks, cement or concrete blocks, volcanic ash blocks, slag blocks and tile, must be covered with brick or stone veneer above ground. No insul siding, imitation brick or stone siding, or roll siding or roofing shall be used. Aluminum siding will be permitted. All construction must be of new material, except that used materials may be used for framing.

15. ROADS AND UTILITY EASEMENT. Utility strips are hereby reserved and all roads, streets, freeways, areaways, picnic and recreational areas as shown by the plat, and any trees, shrubs or structure of any kind may be removed if it shall interfere with the utilization of such strip, road, utility, recreational or other areas designated. Utility companies shall have free access to all such utility strips at all times for the purpose of installing, maintaining and servicing utility facilities located or to be located thereon or therein.

16. WELLS. All wells must be driven wells and electric pump operated and can only be drilled upon procuring express permission from the owners or the lake association.

17. NUISANCE PROVISIONS. No dumping of refuse, garbage or tin cans will be permitted. No trailer or other portable device, garage or outbuilding shall be erected or used as a residence except for temporary use during the construction of buildings on the premises and in no event for a longer period than one (1) year.

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No lot owner shall permit poultry or livestock of any kind to be quartered upon said lots except household pets. The owner and/or occupant of any lot shall keep the premises in a neat and orderly condition and the buildings thereon in a good state of repair.

Use of fire-arms, hunting or fire-arm target practice is hereby prohibited except in areas that may be so designated.

The obligation to maintain the boundary line fences of said subdivision shall continue, but no fence shall be placed upon any lake front except for the purpose of confining small children or household pets upon the owner's premises.

18. LAKE PRIVILEGES. Each owner is entitled to place one (1) boat upon said lake; provided, however, that the same shall not be powered except by electric motor, and all owners of lots, members of his family, invited guests shall have the free use of the lake, roads, drives, passways, freeways, recreational and picnic area and grounds in said subdivision as designated by the owner and lake management for the proper use thereof and in the best interest of the lot owners. No person shall have the right to land or beach a boat upon the private property of any lot owner except by the lot owner's permission and/or invitation.

19. LOSS OF PRIVILEGES. The owner and/or occupant of any lot who fails to comply with any of these covenants or with any of the rules or regulations of the lake association or owners, or who fails to pay any assessment when due, shall be barred from any use by himself, his family or guests, his employees of all property or facilities of the owners and lake association devoted to common use of all owners except means

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of ingress or egress for the use of his lot.

20. USE OF LAKE. All owners of lots shall have the right and privilege to use said lake for fishing, boating, water and ice sports at their own risk. Neither the lake association, the owners, nor any land owner or members of the lake association shall be personally liable for injury to any person or property resulting from the use of said lake or the use of any of the community property herein referred to.

21. WATER FROM THE LAKE. No water shall be drained, pumped or drawn from the lake by any one or more lot owners except by and with the consent of the owners or the lake association.

22. WATER SOURCES. No lot owner shall by any act or structure diminish the volume or divert the normal flow of any spring or stream which naturally feeds or flows into the lake.

23. DAM. The dam shall be under the exclusive control of the owners and the lake association and no person shall go upon the dam or the immediately adjacent area except as may hereafter be permitted by the rules and regulations. No owner or owners shall commit any waste which shall or may result in damage or impairment of the strength or permanency of the dam by which the waters of the lake are confined or which may result in changing of the level of the water of the lake as established by the height of the spillway of the dam as it may be constructed or established from time to time by the owner of the lake association.

24. The owners and/or the lake association reserve the right to make reasonable rules and regulations for the conduct and behavior of persons permitted upon said lake, it being understood that the provisions herein are for a license only, which may be revoked for failure to obey such rules and regulations.

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IN WITNESS WHEREOF, the parties hereto have set their hands,
this 25th day of May, 1959.

Herman J. Baker

Herman J. Baker

Margaret Baker

Margaret Baker

STATE OF INDIANA, MORGAN COUNTY, SS:

Before me, the undersigned, a notary public in and for said county and state, this 25th day of May, 1959, personally appeared the within named Herman J. Baker and Margaret Baker, husband and wife, who acknowledged the execution of the above and foregoing Dedication and Restrixtions of Lake Bodona as their free voluntary act and deed for the uses and purposes therein mentioned and described.

WITNESS my hand and notarial seal.

Kenneth R. Dorsett

Kenneth R. Dorsett
Notary Public

My commission expires:

APPROVED this 25th day of May, 1959, and entitled to record.

MORGAN COUNTY PLAN COMMISSION

By _____
Chairman

Attest:
Alvin H. Whiting

Secretary.

DULY ENTERED FOR TAXATION
July 6 1959
Mason Gadsby

AUDITOR MORGAN COUNTY
Transfer Fee \$ 8.30

Recorded the 7th day of July A. D., 1959 at 9:00 o'clock A. M.

Gladys G. Marley

Recorder of Morgan County

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RESOLUTION OF LAKE BODONA ASSOCIATION, INC.

At a called meeting of the membership of the Lake Bodona Association, Inc., held October 19th, 1978, a quorum being present and due Notice thereof being given, as provided in the Constitution and By-Laws of the corporation, the following matters were reviewed, action taken and Resolution adopted:

WHEREAS, in the Dedication of the Plat of Lake Bodona Subdivision, approved by the Morgan County Plan Commission, June 30, 1959 and recorded July 7, 1959 at Deed Record 155, page 33, which provides at paragraph numbered 6., "All lots are and shall be sold for residential purposes only, except the owners (the dedicators of the Subdivision) reserve the right to designate no more than two (2) locations for commercial use as shown and noted on said plat." ;

WHEREAS, no locations have been zoned for commercial use;

WHEREAS, further in said dedication it is provided at paragraph numbered 2., in pertinent part, ---"Such ownership, management and control shall be transferred from the owners (dedicators) to the lake association five (5) years from the date of the recording of this Plat, or when two-thirds of the lots adjoining the lake have been sold, whichever date or time occurs first---." ;

WHEREAS, more than five (5) years have elapsed since the Dedication of the Plat;

NOW THEREFORE, BE IT RESOLVED:

No commercial use shall be allowed on any lot in Lake Bodona Subdivision.

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BE IT FURTHER RESOLVED, that a copy of this Resolution be presented for consideration and approval of the Morgan County Plan Commission at its next regular meeting;

BE IT FURTHER RESOLVED, that upon consideration and approval of said Morgan County Plan Commission, a copy of this Resolution shall be recorded in the appropriate record of the Recorder of Morgan County, Indiana.

Adopted this 19th day of October, 1978.

Kathryn Reynolds
KATHRYN REYNOLDS

RECEIVED
FOR RECORD

OCT 31 8 19 AM '78

ATTEST:

Sherry Cornwell
SHERRY CORNWELL
President

Laura Reynolds
RECORDER OF
MORGAN COUNTY

CERTIFICATE OF RESOLUTION

The undersigned, as the duly elected and authorized Secretary of LAKE BODONA ASSOCIATION, INC., an Indiana Not-For-Profit Corporation, does hereby certify that the foregoing Resolution was adopted on the date above shown.

Kathryn Reynolds
KATHRYN REYNOLDS
ASS'N. SECRETARY
Lake Bodona Association, Inc.

STATE OF INDIANA)
COUNTY OF MORGAN) SS:

Before me, a Notary Public, in and for said County and State, personally appeared, Kathryn Reynolds, whom I know to be Secretary of Lake Bodona Association, Inc., and who acknowledged execution of the foregoing "Certificate of Resolution", and having been duly sworn, stated that the representations therein contained are true.



WITNESS my hand and Notarial Seal this 21st day of October, 1978.

My commission expires: 11-10-79

Steven L. Harris
Steven L. Harris
Notary Public
County of Residence: Morgan

This instrument prepared by John Mills, Attorney at Law