

Bonnie Brae Addition
Deed Record 131 Pages 365-66
Recorded May 31, 1946

Entry No.

Page No.

I, the undersigned, hereby certify that the within plat is true and correct representing a survey made by me, of land in Hamilton County, State of Indiana, being part of the South half of Section 2, Township 17 North, Range 4 East, more particularly described as follows: Beginning at the Southeast corner of the Southwest Quarter thereof and running thence West in and along the South line thereof Twenty hundred eleven and four tenths (2011.4) feet to the center line of the Allisonville Road, also known as State Road Number 37, thence Northeasterly in and along said center line Twelve hundred fifteen and eight tenths (1215.8) feet, thence East three hundred sixty-three and forty-nine hundredths (364.49) feet, thence South and parallel to the East line of said Quarter Section Four Hundred sixty and eighty-five hundredths (460.85) feet, thence East and parallel to the South line of said Quarter Section Fifteen hundred (1500) feet, thence South parallel to the East line thereof Four hundred seventy-five (475) feet to a point in the south line of the Southeast Quarter of said Section, thence west in and along said south line six hundred fifty-seven and three tenths (657.3) feet to the place of beginning, containing in all 32.78 Acres, more or less, subject, however, to all legal highways or rights of way.

This addition consists of Ten (10) lots numbered from one (1) to Ten (10) both inclusive.

The widths of Streets and size of lots are shown on this plat in figures denoting feet and decimal parts thereof.

Corners have been marked with iron pipes as indicated on this plat. Witness my signature this 1st day of May 1946.

(Engineer's Seal Attached).

Herbert Bloomker

Registered Engr. No. 1836- State of Ind.

The undersigned, Neill D. McKinstry and Helen E. McKinstry, husband and wife, owners of the above described real estate, hereby certify that they do hereby lay off, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as "McKinstry's Bonnie Brae Addition".

The roadways are hereby dedicated to public use.

There are strips of ground Five (5) feet in width as shown on this plat which are hereby reserved for use of Public Utilities for maintenance and installation of poles, mains, lines, wires, ducts, drains and sewers, subject at all times to the authority of the proper civil officers, and to the easements herein reserved.

No permanent or other structure shall be erected or maintained on said strips, but such owners shall take their titles subject to the rights of such public utilities and to the rights of the owners of other lots in this Addition, for ingress and egress in, along, across and through the several strips so reserved.

All lots in this Addition shall be known and designated as Residential

lots and not ~~###~~ over One (1) two-family house or Two (2) single family houses with accessory private garage or garages for not more than three cars each shall be erected or maintained on any lot in this addition. Servant rooms may be constructed above or in connection with such structures or garages without violation of this covenant.

No dwelling costing less than Six thousand (\$6,000) Dollars or with a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than Eight hundred forty (840) square feet shall be permitted on any lot in this Addition, except that one dwelling may cover parts of two lots.

Building lines as shown on this plat in feet back from the center lines of the streets are hereby established, between which lines and the street property lines there shall be erected no structure of any kind other than one-story open porches. No structure of any kind shall be erected or maintained within Ten (10) feet of any lot line herein, except one dwelling may cover parts of two lots.

No noxious or offensive practice, trade or activity shall be carried on upon any lot herein nor shall anything be done herein which is or shall become an annoyance or nuisance to the neighborhood at large.

No trailer, tent, shack, garage, barn or other accessory building created or maintained on any lot in this Addition shall be used for residential purposes excepting as heretofore stated with reference to servants domiciled in rooms contiguous and in connection with the garage appurtenant to a residence.

No person or persons of any race other than the pure white race shall own, use, lease or occupy any lot or structure in this Addition excepting that this covenant shall not prevent occupancy by a domestic servant or servants not of the pure white race domiciled with a white owner or tenant.

Private water supply and/or sewage disposal systems may be located, constructed and maintained to serve any building lot in this Addition, providing they meet with the approval of the Indiana State Board of Health. No septic tank or absorption field shall be located or constructed except as recommended and approved by said Health authority, nor shall any other method of sewage disposal be installed or employed in this Addition.

The right to enforce the foregoing covenants and provisions by injunction, together with the right to cause the removal by due process of law of any structure or water, or sanitary provision erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of lots in this Addition, their heirs and assigns, who shall be entitled to such relief, with attorney's fees, without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Invalidation of any of such covenants by judgment or

court order shall in now wise invalidate any other such covenants which shall remain in full force and effect. All the above restrictions and/or covenants shall be considered real covenants and shall bind each lot in whomsoever's hand it may come, and shall run with the land.

The foregoing restrictions and covenants and provisions shall remain in full force and effect until May 1, 1966.

Witness our signatures this 1st day of May 1946.

Neill D. McKinstry
Helen E. McKinstry

County of Marion)
State of Indiana)ss

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Neill D. McKinstry and Helen E. McKinstry and each separately and severally acknowledged the execution of the foregoing instrument as his and her voluntary act and deed for the use and purposes therein expressed.

Witness my signature and Notarial seal this 1st of May 1946.

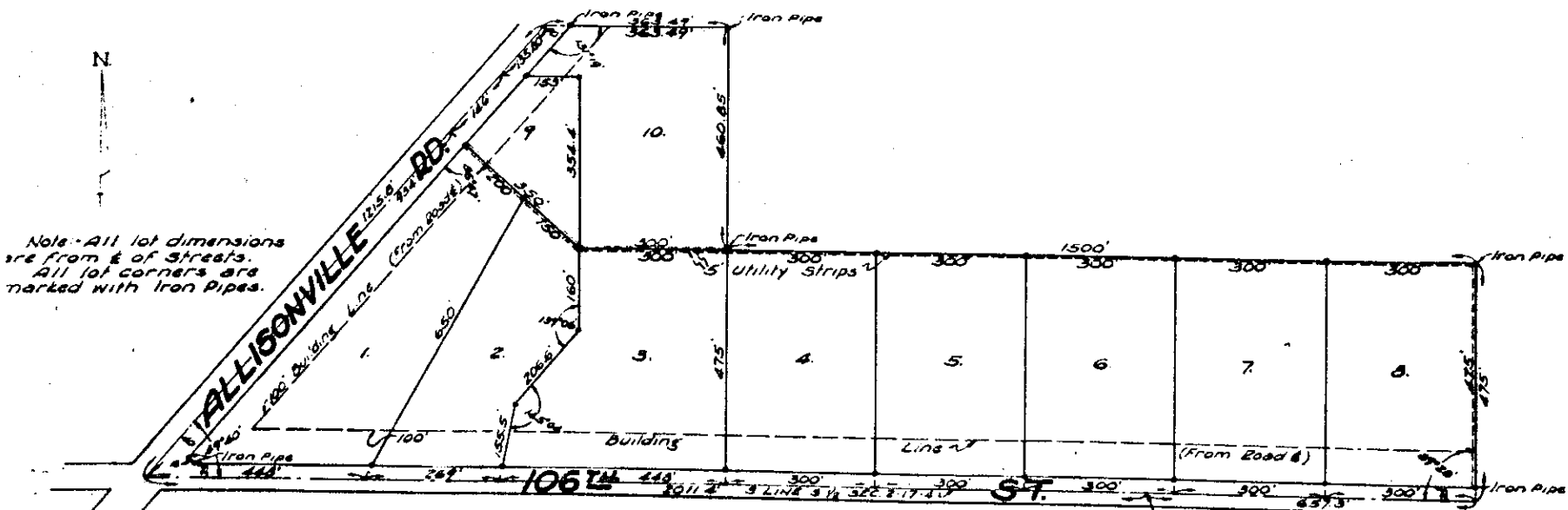
C. F. Bailey
Notary Public.

My Commission expires September 25-1949.

Accepted and Examined and Approved this 6th day of May 1946.
(BOARD OF COMMISSIONER'S SEAL ATTACHED).

E. E. Beals Board of County
Glenn E. Miller Commissioners
James R. Fausett Hamilton County, Ind.

111
250



MR. KINSTRAY'S
BONNIE BRAE ADDITION

{ S E. COR. 3 1/4
 S W. COR. 3 2 1/4
 SEC 2-17-A

Bonnie Brae Addition Section Two
Deed Record 131 Pages 505-506
Recorded September 4, 1946

Entry No.

Page No.

I, the undersigned, hereby certify that this plat is true and correct representing a survey, made by me, of land in Hamilton County, State of Indiana, being part of the south half of section 2, township 17 north, range 4 east, being more particularly described as follows: Beginning at a point in the center Line of the Allisonville Road, same being also known as State Road #37, said point being also the Northwest corner of Lot #10 in McKinstry's Bonnie Brae Addition 1st section, thence Northeastwardly on and along said Road center line 1097.2 feet, Thence Eastwardly 1279 feet, thence South and parallel to the Half Section line 1368 feet to the Northeast corner of Lot #8 in Bonnie Brae Addition 1st Section, thence west parallel to the south line of said half section 1500 feet to the northwest corner of Lot #4 in aforesaid addition, thence North and parallel to the aforesaid Half Section 460.85 feet to the Northeast corner of Lot #10 in aforesaid Addition, thence West on and along the North line of said Lot #10 a distance of 363.49 feet to the place of beginning, containing in all 49.23 acres, more or less.

This addition consists of 13 Lots numbered from 11 to 23 both inclusive, and streets as shown on this plat.

The widths of streets and sizes of lots are shown on this plat in figures denoting feet and decimal parts thereof.

Corners have been marked with Iron Pipes as indicated on this plat.

Witness my signature this 24th Day of July 1946.

Herbert Bloomker

Registered Engineer #1836-Indiana

The undersigned, Neill D. McKinstry and Helen E. McKinstry, husband and wife, owners of the above described Real Estate, hereby certify that they do hereby lay off, plat and subdivide the same in accordance with this plat and certificate. This Subdivision shall be known and designated as "McKinstry's Bonnie Brae Addition" Second Section.

The roadways not heretofore dedicated are hereby dedicated to public use.

There are strips of ground (5') or (10') feet in width as shown on this plat which are hereby reserved for use of Public Utilities for installation and maintenance of poles, mains, lines, wires and ducts, subject at all times to the authority of the proper civil officers, and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, but such owners shall take their titles subject to the rights of such Public Utilities and to the rights of the owners of other lots in this Addition, for ingress and egress in, along, across and through the several strips so reserved.

All lots in this Addition shall be known and designated as Residential Lots and not over one (1) two-family house or Two (2) single-family

Noblesville Title and Abstract Company

Noblesville, Indiana

houses with accessory private garage or garages, for not more than three cars each, will be erected or maintained on any lot in this Addition. Servant rooms may be constructed above or in connection with such structures or garages without violation of this covenant.

No dwelling costing less than Six thousand (\$6000) dollars or with a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than eight hundred forty (840) square feet shall be permitted on any lot in this Addition, except that one dwelling may cover parts of two lots.

Building lines as shown on this plat in feet back from the center lines of the streets are hereby established, between which lines and the street property lines there shall be erected or maintained no structure of any kind or part thereof other than a one-story open porch. No structure of any kind shall be erected or maintained within Ten (10) feet of any lot line herein, excepting that one dwelling may cover parts of two lots.

No noxious or offensive practice, trade or activity shall be carried on upon any lot herein nor shall anything be done herein which is or shall become an annoyance or nuisance to the neighborhood at large.

No trailer, tent, shack, garage, barn or other accessory building created or maintained on any lot in this Addition shall be used for residential purposes, excepting as heretofore stated with reference to servants domiciled in rooms contiguous and in connection with the garage appurtenant to a residence.

No person or persons of any race other than the pure white race shall own, use, lease or occupy any lot or structure in this Addition, excepting that this covenant shall not prevent occupancy by a domestic servant or servants not of the pure white race domiciled with a white owner or tenant.

Private water supply and/or sewage disposal systems may be located, constructed and maintained to serve any building lot in this Addition, providing they meet with the approval of the Indiana State Board of Health. No septic tank or absorption field shall be located or constructed except as recommended and approved by said Health authority, nor shall any other method of sewage disposal be installed or employed in this Addition.

The right to enforce the foregoing covenants and provisions by injunction together with the right to cause the removal by due process of law of any structure or water or sanitary provisions erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of lots in this Addition, their heirs and assigns, who shall be entitled to such relief, with attorneys fees, without being required to show any damage of any kind to any such owner or owners by or through any such violation or

attempted violation. Invalidation of any of such covenants by Judge-
ment or court order shall in now wise invalidate any other such
covenants which shall remain in full force and effect. All the above
provisions, restrictions and/or covenants shall be considered real
covenants and shall bind each lot in whomsoevers hands it may come,
and shall run with the land.

The foregoing restrictions, covenants and provisions shall remain in
full force and effect until August 1, 1966.

Witness our signatures this 1st day of August 1946.

Neill D. McKinstry
Helen E. McKinstry

County of Marion)
State of Indiana)ss

Before me, a Notary Public in and for said County and State, person-
ally appeared Neill D. McKinstry and Helen E. McKinstry and each
separately and severally acknowledged the execution of the foregoing
instrument as his and her voluntary act and deed for the use and
purposes therein expressed and affixed their signatures thereto.

Witness my signature and Notarial Seal this 1st day of August, 1946.

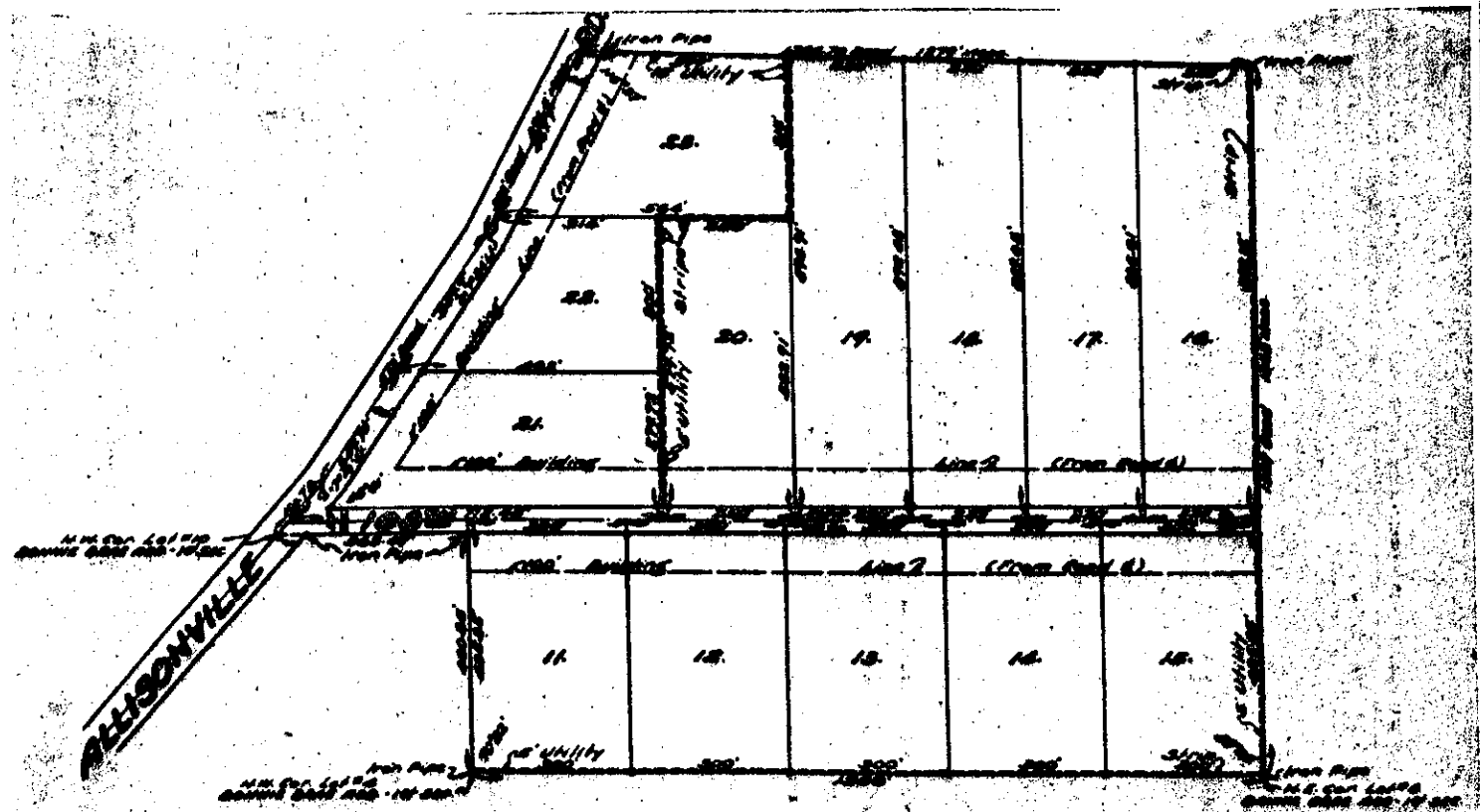
My commission expires Sept. 25, 1949
Approved August 5 1946.

C. F. Bailey
Notary Public.

E. E. Beals
Glenn E. Miller
Chas. E. Arnett

Board of Commissioners Hamilton County, Indiana.

Attest Charles S. Crooks
Auditor Hamilton Co.



**MCKINSTRAY'S
BONNIE BRAE ADDITION
2nd SECTION**

Bonnie Brae