

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that the within plat to be true and correct, representing a subdivision of Part of the Southeast Quarter of Section 29, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 29, Township 18 North, Range 4 East; thence North 89 degrees 14 minutes 42 seconds West (assumed bearing) on and along the North line of said Southeast Quarter 1493.79 feet to the Northeast corner of Brookshire North, Section One, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 5, page 77 in the Office of the Recorder of Hamilton County, Indiana; thence South 18 degrees 54 minutes 54 seconds West on and along the East line of said Brookshire North, 178.91 feet; thence South 22 degrees 18 minutes 18 seconds West on and along the East line of said Brookshire North, 291.29 feet; thence South 01 degrees 21 minutes 05 seconds West on and along the East line of said Brookshire North, 130.56 feet; thence South 04 degrees 05 minutes 12 seconds West on and along the East line of said Brookshire North, 150.00 feet to the Southeast corner of Lot #59 in said subdivision; thence South 63 degrees 27 minutes 02 seconds East 73.94; thence South 85 degrees 16 minutes 22 seconds East 106.04 feet; thence North 46 degrees 41 minutes 16 seconds East 292.22 feet; thence South 44 degrees 32 minutes 00 seconds East 471.00 feet; thence North 38 degrees 14 minutes 00 seconds East 297.00 feet; thence South 46 degrees 40 minutes 13 seconds East 192.60 feet to a non-tangent curve to the right having a radius of 225.00 feet, the radius point of which bears South 46 degrees 40 minutes 13 seconds East from said point; thence Northeasterly on and along said curve to the right 22.86 feet to a point which is 225.00 feet North 40 degrees 51 minutes 08 seconds West from said radius point; thence South 36 degrees 54 minutes 07 seconds East 166.67 feet; thence North 49 degrees 28 minutes 17 seconds East 137.00 feet; thence South 54 degrees 33 minutes 24 seconds East 106.32 feet to a point on a non-tangent curve to the right having a radius of 225.00 feet, the radius point of which bears South 54 degrees 33 minutes 24 seconds East from said point; thence Northeasterly on and along said curve to the right 5.00 feet to a point which is 225.00 feet North 53 degrees 17 minutes 00 seconds West from said radius point; thence South 53 degrees 17 minutes 00 seconds East 50.00 feet; thence North 36 degrees 43 minutes 00 seconds East 115.34 feet; thence South 53 degrees 17 minutes 00 seconds East 27.95 feet to the point of curvature of a curve to the left having a radius of 260.27 feet, the radius point of which bears South 36 degrees 43 minutes 00 seconds West from said point of curvature; thence Southeasterly on and along said curve to the left 166.79 feet to a point which is 260.27 feet South 00 degrees 00 minutes from said radius point; thence North 90 degrees 00 minutes 00 seconds East 40.00 feet to the East line of said Southeast Quarter; thence North 00 degrees 00 minutes 00 seconds on and along said East line 867.00 feet to the place of beginning, containing 28.53 acres, more or less. Subject to all legal easements and rights-of-way.

Noblesville Title and Abstract Company
Noblesville, Indiana

This subdivision consists of ^{Entry No.} 54 lots, numbered from 94 ^{Page No.} through 147, ² both inclusive with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 3rd day of December, 1975

(SEAL) Allan H. Weihe
Reg. L.S.-Indiana #10398

The undersigned, LUMBER MART, INC., by Albert L. Hughey, Vice-President, and Oliver R. Hughey, Secretary, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat.

This subdivision shall be known and designated as BROOKSHIRE NORTH SECTION THREE, a subdivision in Hamilton County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fourteen hundred (1400) square feet in the case of a one-story structure, nor less than one thousand (1000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of one thousand eight hundred (1800) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

Noblesville Title and Abstract Company
Noblesville, Indiana

No trailer, tent, shack, attached shed, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No fence shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Lumber Mart, Inc., which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet, however, any proposed construction closer than 15 feet to the side of any lot must be approved by Lumber Mart, Inc. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No structure in this subdivision, without special approval from Lumber Mart, Inc., shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure.

Lots 98, 99, 100, 101, 102, 103, 105, 106, 117, 118, 119, 120, 121, 122, and 124 shall gain access from interior streets only. Driveways onto Gray Road and 131st Street will not be permitted, and the buildings on said lots shall face interior streets.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures herein and as to the building with respect to topography and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by Lumber Mart, Inc. owners of the herein described real estate, or by their duly authorized representatives. If the Lumber Mart, Inc. fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the Lumber Mart, Inc. nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Noblesville Title and Abstract Company
Noblesville, Indiana

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit it such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

All garages opening to the street shall have automatic door controls.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such matter shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of "Brookshire" and "Brookshire North".

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The foregoing covenants, (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, (or restrictions), in whole or in part. Invalidation of any one of the foregoing covenants (or restrictions), by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Owner and Subdivider:

Lumber Mart, Inc.

Noblesville Title and Abstract Company
Noblesville, Indiana

Page No. 5

Entry No. _____
By Albert L. Hughey - Vice President By Oliver R. Hughey -
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Lumber Mart, Inc., Albert L. Hughey and Oliver R. Hughey, 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 Notarial Seal this 13th day of February, 1976.

My Commission Expires
June 5, 1977

Janis M. Ermel
Notary Public

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF CARMEL, INDIANA. THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CARMEL AS FOLLOWS:

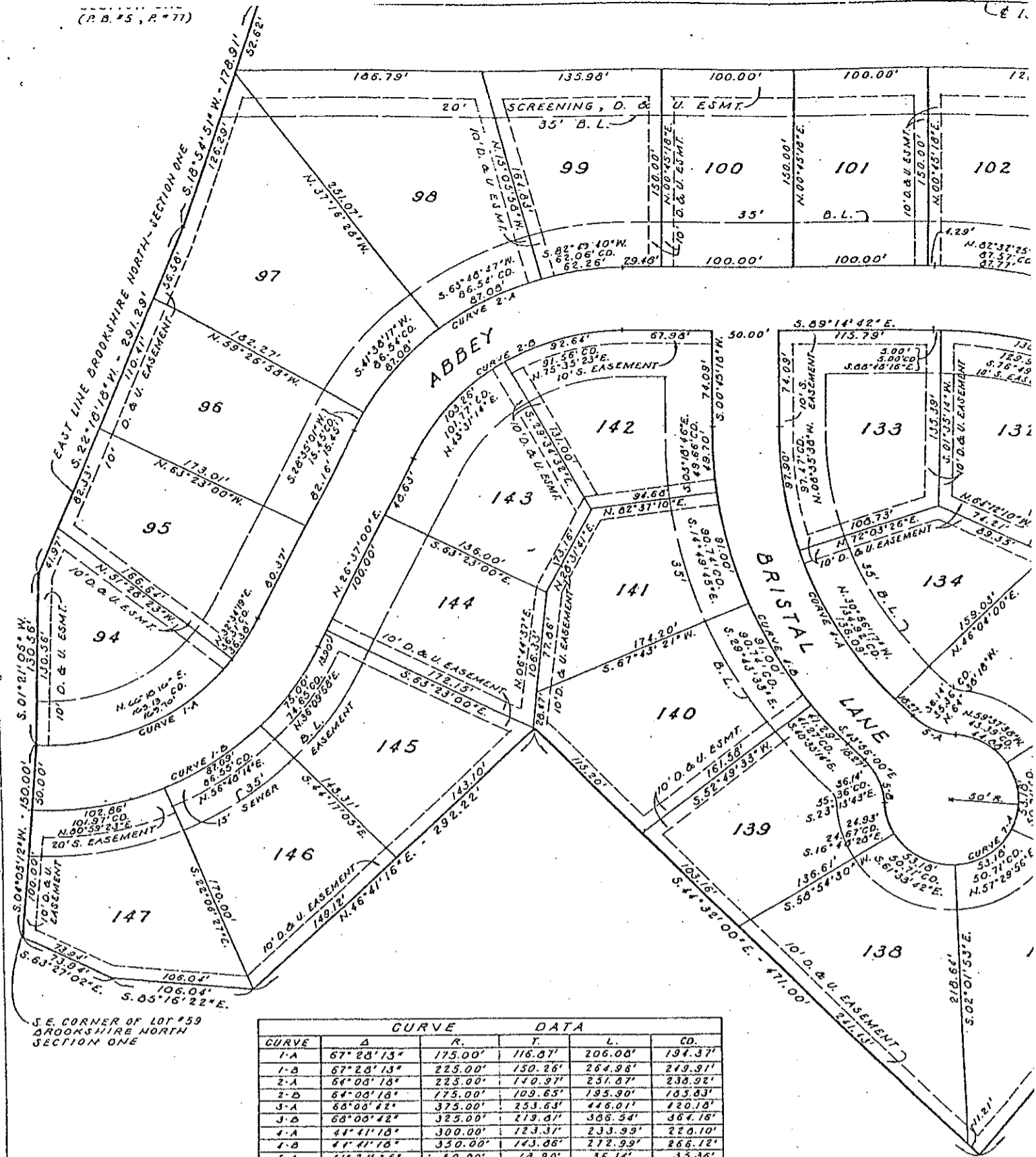
Adopted by the Town Plan Commission at a meeting held January 20, 1976.

CARMEL TOWN PLAN COMMISSION

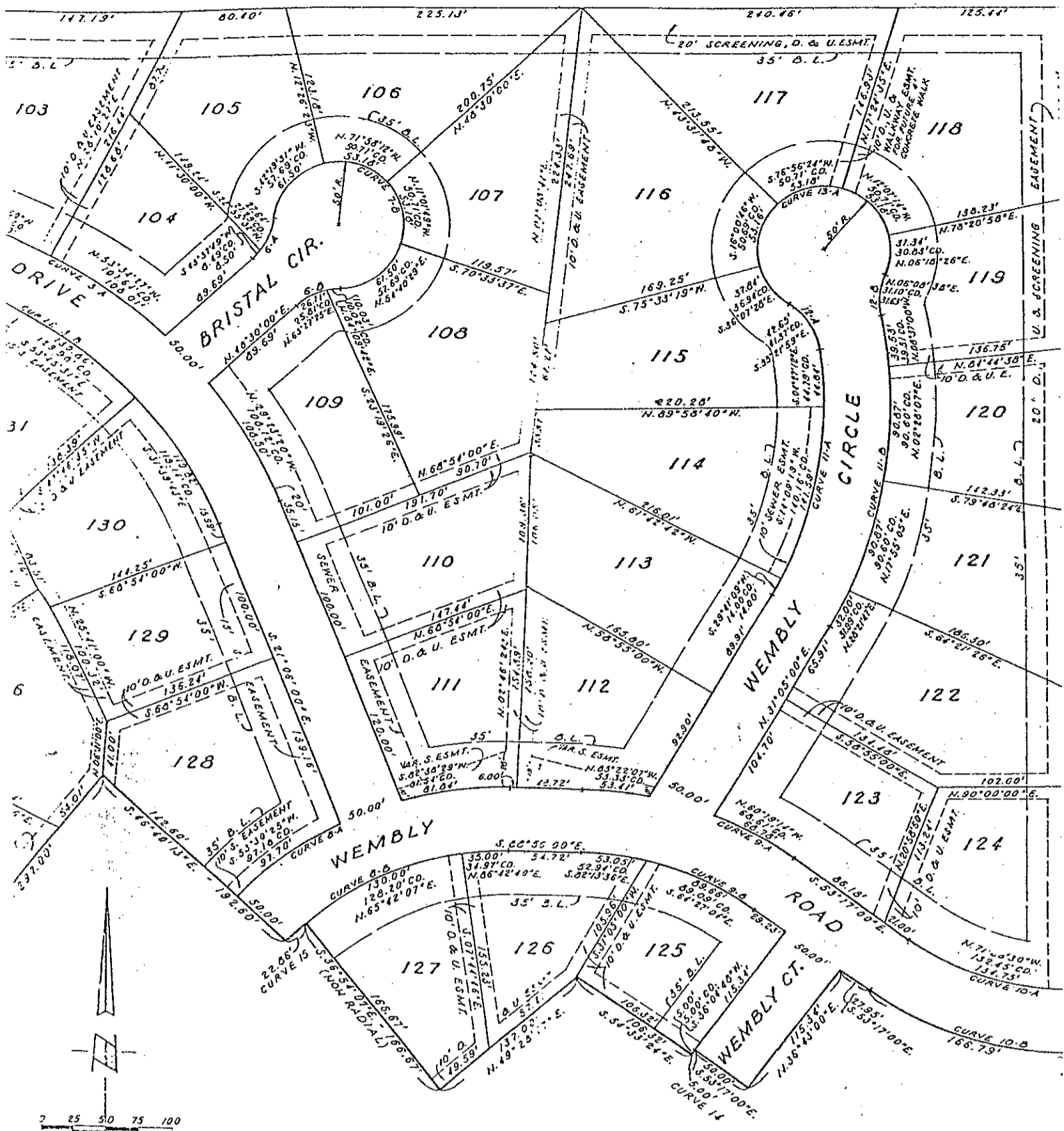
President - James R. Litzsinger

Secretary - Frances Gaskins

Noblesville Title and Abstract Company
Noblesville, Indiana



CURVE	CURVE DATA				
	Δ	R.	T.	L.	CD.
1-A	67° 28' 13"	175.00'	116.87'	206.00'	194.37'
1-B	67° 28' 13"	225.00'	150.26'	264.98'	249.91'
2-A	64° 00' 18"	225.00'	140.97'	251.87'	238.92'
2-B	64° 00' 18"	775.00'	109.65'	195.90'	183.83'
3-A	66° 00' 22"	375.00'	233.63'	446.81'	420.18'
3-B	66° 00' 22"	325.00'	219.87'	386.54'	364.16'
4-A	44° 41' 10"	300.00'	123.37'	233.99'	220.10'
4-B	44° 41' 10"	350.00'	143.06'	272.99'	266.12'
5-A	41° 24' 35"	50.00'	18.90'	36.14'	35.36'
5-B	41° 24' 35"	50.00'	18.90'	36.14'	35.36'
6-A	41° 24' 35"	50.00'	18.90'	36.14'	35.36'
6-B	41° 24' 35"	50.00'	18.90'	36.14'	35.36'
7-A	262° 49' 10"	50.00'		229.35'	75.00'
7-B	262° 49' 10"	50.00'		229.35'	75.00'
8-A	47° 50' 14"	275.00'	121.97'	229.60'	222.99'
8-B	47° 50' 14"	225.00'	99.79'	187.86'	182.15'
9-A	35° 33' 00"	280.00'	89.76'	173.73'	170.96'
9-B	35° 33' 00"	230.00'	73.73'	142.72'	140.43'
10-A	36° 43' 00"	210.27'	69.76'	134.75'	132.45'
10-B	36° 43' 00"	260.27'	86.37'	166.79'	163.95'
11-A	40° 00' 23"	287.00'	104.49'	200.42'	196.38'
11-B	43° 03' 38"	337.00'	132.93'	253.27'	247.35'
12-A	48° 32' 37"	50.00'	22.72'	42.65'	41.37'



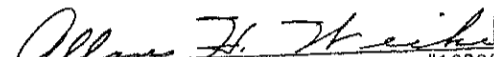
10641

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that the within plat to be true and correct, representing a subdivision of Part of the Southeast Quarter of Section 29, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 29, Township 18 North, Range 4 East; thence North 89 degrees 14 minutes 42 seconds West (assumed bearing) on and along the North line of said South-east Quarter 1493.79 feet to the Northeast corner of Brookshire North, Section One, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 5, page 77 in the Office of the Recorder of Hamilton County, Indiana; thence South 18 degrees 54 minutes 54 seconds West on and along the East line of said Brookshire North, 178.91 feet; thence South 22 degrees 18 minutes 18 seconds West on and along the East line of said Brookshire North, 291.29 feet; thence South 01 degrees 21 minutes 05 seconds West on and along the East line of said Brookshire North, 130.56 feet; thence South 04 degrees 05 minutes 12 seconds West on and along the East line of said Brookshire North, 150.00 feet to the Southeast corner of Lot #59 in said subdivision; thence South 63 degrees 27 minutes 02 seconds East 73.94 feet; thence South 85 degrees 16 minutes 22 seconds East 106.04 feet; thence North 46 degrees 41 minutes 16 seconds East 292.22 feet; thence South 44 degrees 32 minutes 00 seconds East 471.00 feet; thence North 38 degrees 14 minutes 00 seconds East 297.00 feet; thence South 46 degrees 40 minutes 13 seconds East 192.60 feet to a non-tangent curve to the right having a radius of 225.00 feet, the radius point of which bears South 46 degrees 40 minutes 13 seconds East from said point; thence Northeasterly on and along said curve to the right 22.86 feet to a point which is 225.00 feet North 40 degrees 51 minutes 08 seconds West from said radius point; thence South 36 degrees 54 minutes 07 seconds East 166.67 feet; thence North 49 degrees 28 minutes 17 seconds East 137.00 feet; thence South 54 degrees 33 minutes 24 seconds East 106.32 feet to a point on a non-tangent curve to the right having a radius of 225.00 feet, the radius point of which bears South 54 degrees 33 minutes 24 seconds East from said point; thence Northeasterly on and along said curve to the right 5.00 feet to a point which is 225.00 feet North 53 degrees 17 minutes 00 seconds West from said radius point; thence South 53 degrees 17 minutes 00 seconds East 50.00 feet; thence North 36 degrees 43 minutes 00 seconds East 115.34 feet; thence South 53 degrees 17 minutes 00 seconds East 27.95 feet to the point of curvature of a curve to the left having a radius of 260.27 feet, the radius point of which bears South 36 degrees 43 minutes 00 seconds West from said point of curvature; thence Southeasterly on and along said curve to the left 166.79 feet to a point which is 260.27 feet South 00 degrees 00 minutes 00 seconds from said radius point; thence North 90 degrees 00 minutes 00 seconds East 40.00 feet to the East line of said Southeast Quarter; thence North 00 degrees 00 minutes 00 seconds on and along said East line 867.00 feet to the place of beginning, containing 28.53 acres, more or less. Subject to all legal easements and rights-of-way.

This subdivision consists of 54 lots, numbered from 94 through 147, both inclusive with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 3rd day of December, 1975


Allan H. Weihe, Reg. L.S. - Indiana #10398



The undersigned, LUMBER MART, INC., by Albert L. Hughey, Vice-President, and Oliver R. Hughey, Secretary, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat.

This subdivision shall be known and designated as BROOKSHIRE NORTH - SECTION THREE, a subdivision in Hamilton County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fourteen hundred (1400) square feet in the case of a one-story structure, nor less than one thousand (1000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of one thousand eight hundred (1800) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No fence shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Lumber Mart, Inc., which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet, however, any proposed construction closer than 15 feet to the side of any lot must be approved by Lumber Mart, Inc. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No structure in this subdivision, without special approval from Lumber Mart, Inc., shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure.

Lots 98, 99, 100, 101, 102, 103, 105, 106, 117, 118, 119, 120, 121, 122, and 124 shall gain access from interior streets only. Driveways onto Gray Road and 131st Street will not be permitted, and the buildings on said lots shall face interior streets.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures herein and as to the building with respect to topography and harmony of elevation, by Lumber Mart, Inc. owners of the herein described real estate, or by their duly authorized representatives. If the Lumber Mart, Inc. fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the Lumber Mart, Inc. nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

All garages opening to the street shall have automatic door controls.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such matter shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of "Brookshire" and "Brookshire North".

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The foregoing covenants, (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, (or restrictions), in whole or in part. Invalidation of any one of the foregoing covenants (or restrictions), by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Owner and Subdivider:

Lumber Mart, Inc.

By Albert L. Hughey
Albert L. Hughey - Vice President

By Oliver R. Hughey
Oliver R. Hughey - Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Lumber Mart, Inc., by Albert L. Hughey and Oliver R. Hughey, 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 Notarial Seal this 13th day of February, 1976.

My Commission Expires

June 5, 1977

James M. Cemel
Notary Public

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF CARMEL, INDIANA. THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CARMEL AS FOLLOWS:

Adopted by the Town Plan Commission at a meeting held January 30, 1976.

CARMEL TOWN PLAN COMMISSION

James R. Schaefer
President - James R. Schaefer

Frances Gaskins
Secretary - Frances Gaskins

DULY ENTERED FOR TAXATION

7 day May 1976
Barbara J. Jennings Auditor
Hamilton County

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that the within plat to be true and correct, representing a subdivision of Part of the Southeast Quarter of Section 29, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

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Noblesville, Indiana

This subdivision consists of 54^{Entry No.} lots, numbered from 94^{Page No. 2} through 147, both inclusive with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 3rd day of December, 1975

(SEAL) Allan H. Weihe
Reg. L.S.-Indiana #10398

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Noblesville Title and Abstract Company
Noblesville, Indiana

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No fence shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Lumber Mart, Inc., which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet, however, any proposed construction closer than 15 feet to the side of any lot must be approved by Lumber Mart, Inc. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No structure in this subdivision, without special approval from Lumber Mart, Inc., shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure.

Lots 98, 99, 100, 101, 102, 103, 105, 106, 117, 118, 119, 120, 121, 122, and 124 shall gain access from interior streets only. Driveways onto Gray Road and 131st Street will not be permitted, and the buildings on said lots shall face interior streets.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures herein and as to the building with respect to topography and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by Lumber Mart, Inc. owners of the herein described real estate, or by their duly authorized representatives. If the Lumber Mart, Inc. fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the Lumber Mart, Inc. nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Noblesville Title and Abstract Company
Noblesville, Indiana

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit it such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

All garages opening to the street shall have automatic door controls.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such matter shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of "Brookshire" and "Brookshire North".

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The foregoing covenants, (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, (or restrictions), in whole or in part. Invalida-tion of any one of the foregoing covenants (or restrictions), by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Owner and Subdivider:

Lumber Mart, Inc.

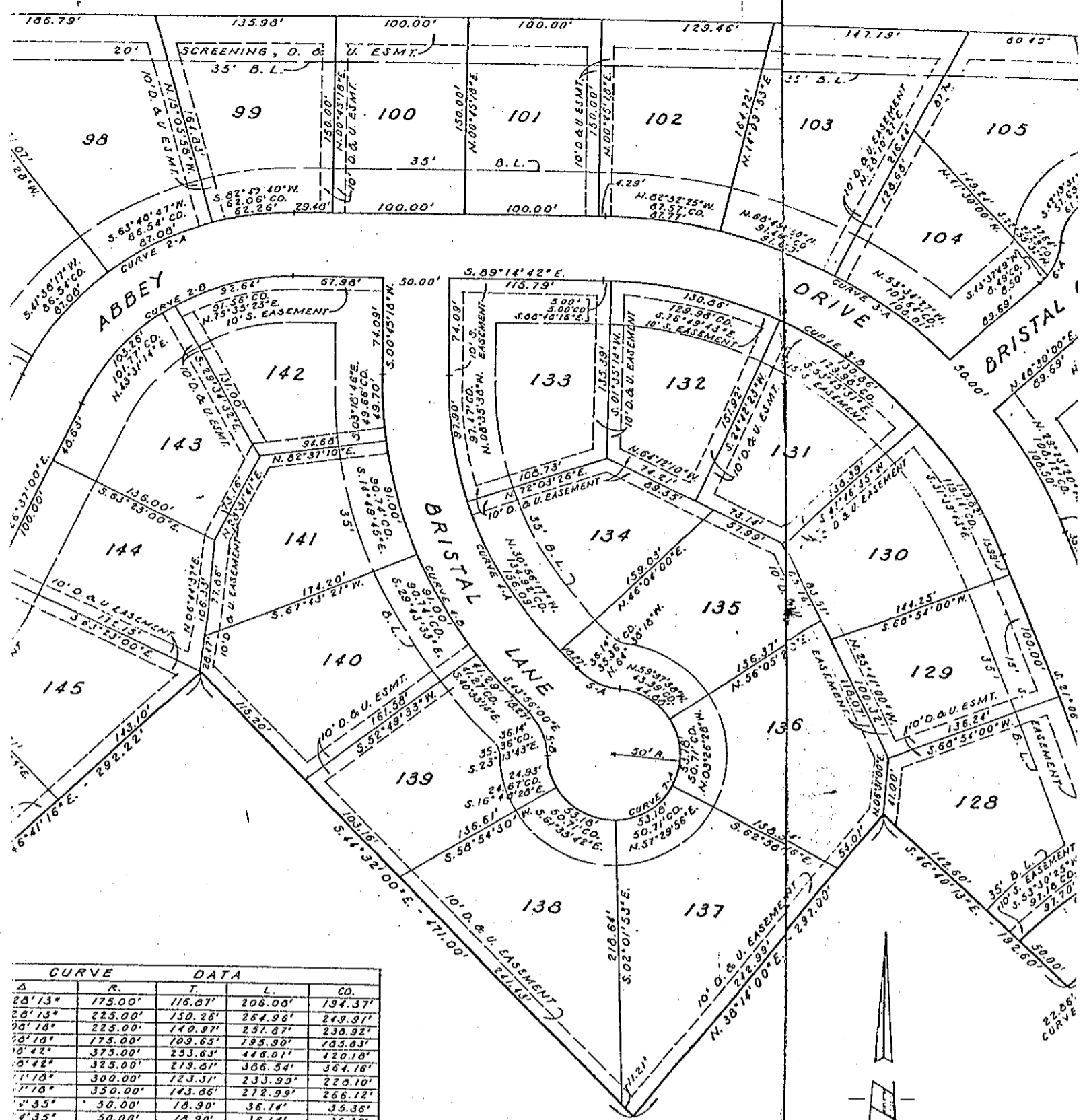
Noblesville Title and Abstract Company
Noblesville, Indiana



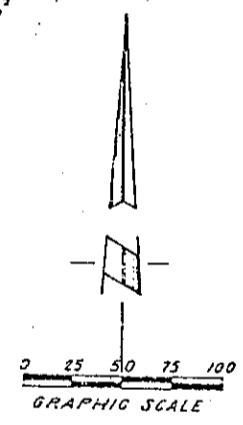
SE. CORNER OF LOT #59
BROOKSHIRE NORTH
SECTION ONE

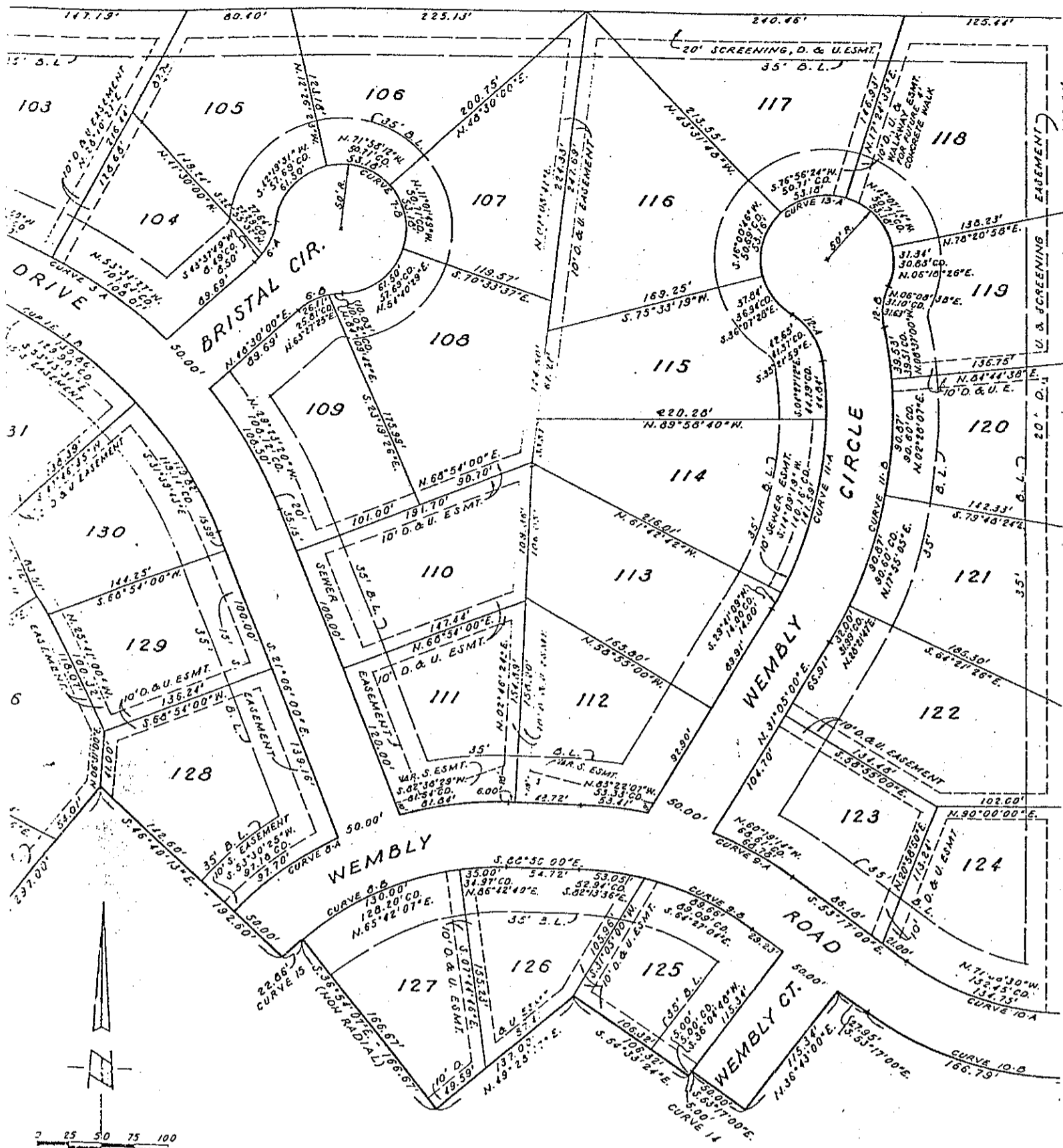
CURVE DATA					
CURVE	Δ	R.	T.	L.	CO.
1-A	67° 28' 13"	175.00'	116.67'	206.08'	194.37'
1-B	67° 28' 13"	225.00'	150.26'	264.96'	249.31'
2-A	64° 08' 18"	225.00'	140.97'	251.87'	238.92'
2-B	64° 08' 18"	175.00'	109.63'	195.90'	183.83'
3-A	68° 00' 42"	375.00'	253.63'	446.01'	420.18'
3-B	68° 00' 42"	325.00'	219.81'	386.34'	364.16'
4-A	44° 41' 18"	300.00'	123.31'	233.99'	220.10'
4-B	44° 41' 18"	350.00'	143.86'	272.99'	266.12'
5-A	41° 24' 35"	50.00'	18.90'	36.14'	35.36'
5-B	41° 24' 35"	50.00'	18.90'	36.14'	35.36'
6-A	41° 24' 35"	50.00'	18.90'	36.14'	35.36'
6-B	41° 24' 35"	50.00'	18.90'	36.14'	35.36'
7-A	262° 49' 10"	50.00'		229.35'	75.00'
7-B	262° 49' 10"	50.00'		229.35'	75.00'
8-A	47° 50' 14"	275.00'	121.97'	229.60'	222.99'
8-B	47° 50' 14"	225.00'	99.79'	187.06'	182.15'
9-A	35° 33' 00"	280.00'	89.76'	173.73'	170.96'
9-B	35° 33' 00"	230.00'	73.73'	142.71'	140.43'
10-A	36° 43' 00"	210.27'	69.78'	134.75'	132.45'
10-B	36° 43' 00"	260.27'	86.37'	166.79'	163.95'
11-A	40° 00' 43"	287.06'	104.43'	200.42'	196.38'
11-B	43° 03' 38"	337.00'	132.93'	253.27'	247.35'
12-A	48° 52' 31"	50.00'	22.72'	42.65'	41.37'
12-B	48° 52' 31"	50.00'	22.72'	42.65'	41.37'

(ASSUMED BEARING)
 N. 89° 14' 42" W. - 1493.73'
 E. 131ST STREET



CURVE DATA				
Δ	R.	T.	L.	CD.
28° 13'	175.00'	116.81'	208.00'	194.37'
28° 13'	225.00'	150.26'	264.96'	249.91'
28° 16'	225.00'	140.97'	251.87'	238.92'
28° 16'	175.00'	109.65'	195.90'	183.83'
10° 42'	375.00'	253.63'	448.01'	420.18'
10° 42'	325.00'	219.81'	386.54'	364.16'
11° 18'	300.00'	173.31'	233.99'	226.10'
11° 18'	350.00'	143.86'	272.99'	266.12'
4° 35'	50.00'	18.90'	36.14'	35.36'
4° 35'	50.00'	18.90'	36.14'	35.36'
4° 35'	50.00'	18.90'	36.14'	35.36'
4° 35'	50.00'	18.90'	36.14'	35.36'
49° 10'	50.00'		229.35'	75.00'
49° 10'	50.00'		229.35'	75.00'
0° 14'	275.00'	121.97'	229.60'	222.99'
3° 11'	225.00'	99.79'	187.66'	182.15'
3° 00'	280.00'	89.76'	173.73'	170.96'
3° 00'	230.00'	73.73'	142.71'	140.43'
3° 00'	210.27'	69.76'	134.75'	132.45'
3° 00'	260.27'	86.37'	166.79'	163.95'
6° 43'	287.00'	104.49'	200.42'	196.38'
1° 30'	337.00'	132.95'	253.27'	247.35'
1° 31'	50.00'	22.72'	42.65'	41.37'





10641

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that the within plat to be true and correct, representing a subdivision of Part of the Southeast Quarter of Section 29, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 29, Township 18 North, Range 4 East; thence North 89 degrees 14 minutes 42 seconds West (assumed bearing) on and along the North line of said Southeast Quarter 1493.79 feet to the Northeast corner of Brookshire North, Section One, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 5, page 77 in the Office of the Recorder of Hamilton County, Indiana; thence South 18 degrees 54 minutes 54 seconds West on and along the East line of said Brookshire North, 178.91 feet; thence South 22 degrees 18 minutes 18 seconds West on and along the East line of said Brookshire North, 130.56 feet; thence South 01 degrees 21 minutes 05 seconds West on and along the East line of said Brookshire North, 150.00 feet to the Southeast corner of Lot #59 in said subdivision; thence South 63 degrees 27 minutes 02 seconds East 73.94 feet; thence South 85 degrees 16 minutes 22 seconds East 106.04 feet; thence North 46 degrees 41 minutes 16 seconds East 292.22 feet; thence South 44 degrees 32 minutes 00 seconds East 471.00 feet; thence North 38 degrees 14 minutes 00 seconds East 297.00 feet; thence South 46 degrees 40 minutes 13 seconds East 192.60 feet to a non-tangent curve to the right having a radius of 225.00 feet, the radius point of which bears South 46 degrees 40 minutes 13 seconds East from said point; thence Northeasterly on and along said curve to the right 22.86 feet to a point which is 225.00 feet North 40 degrees 51 minutes 08 seconds West from said radius point; thence South 36 degrees 54 minutes 07 seconds East 166.67 feet; thence North 49 degrees 28 minutes 17 seconds East 137.00 feet; thence South 54 degrees 33 minutes 24 seconds East 106.32 feet to a point on a non-tangent curve to the right having a radius of 225.00 feet, the radius point of which bears South 54 degrees 33 minutes 24 seconds East from said point; thence Northeasterly on and along said curve to the right 5.00 feet to a point which is 225.00 feet North 53 degrees 17 minutes 00 seconds West from said radius point; thence South 53 degrees 17 minutes 00 seconds East 50.00 feet; thence North 36 degrees 43 minutes 00 seconds East 115.34 feet; thence South 53 degrees 17 minutes 00 seconds East 27.95 feet to the point of curvature of a curve to the left having a radius of 260.27 feet, the radius point of which bears South 36 degrees 43 minutes 00 seconds West from said point of curvature; thence Southeasterly on and along said curve to the left 166.79 feet to a point which is 260.27 feet South 00 degrees 00 minutes 00 seconds from said radius point; thence North 90 degrees 00 minutes 00 seconds East 40.00 feet to the East line of said Southeast Quarter; thence North 00 degrees 00 minutes 00 seconds on and along said East line 867.00 feet to the place of beginning, containing 28.53 acres, more or less. Subject to all legal easements and rights-of-way.

This subdivision consists of 54 lots, numbered from 94 through 147, both inclusive with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 3rd day of December, 1975

Allan H. Weihe
Allan H. Weihe, Reg. L. S. - Indiana #10398



The undersigned, LUMBER MART, INC., by Albert L. Hughey, Vice-President, and Oliver R. Hughey, Secretary, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat.

This subdivision shall be known and designated as BROOKSHIRE NORTH - SECTION THREE, a subdivision in Hamilton County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fourteen hundred (1400) square feet in the case of a one-story structure, nor less than one thousand (1000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of one thousand eight hundred (1800) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No fence shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Lumber Mart, Inc., which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet, however, any proposed construction closer than 15 feet to the side of any lot must be approved by Lumber Mart, Inc. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No structure in this subdivision, without special approval from Lumber Mart, Inc., shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure.

Lots 98, 99, 100, 101, 102, 103, 105, 106, 117, 118, 119, 120, 121, 122, and 124 shall gain access from interior streets only. Driveways onto Gray Road and 131st Street will not be permitted, and the buildings on said lots shall face interior streets.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to conformity and harmony of external design with existing structures herein and as to the building with respect to topography and harmony of elevation, by Lumber Mart, Inc. owners of the herein described real estate, or by their duly authorized representatives. If the Lumber Mart, Inc. fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the Lumber Mart, Inc. nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

All garages opening to the street shall have automatic door controls.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such matter shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of "Brookshire" and "Brookshire North".

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The foregoing covenants, (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, (or restrictions), in whole or in part. Invalidation of any one of the foregoing covenants (or restrictions), by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Owner and Subdivider:

Lumber Mart, Inc.

By Albert L. Hughey
Albert L. Hughey - Vice President

By Oliver R. Hughey
Oliver R. Hughey - Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Lumber Mart, Inc., by Albert L. Hughey and Oliver R. Hughey, 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 Notarial Seal this 13th day of February, 1976.

My Commission Expires

June 5, 1977

James M. Connel
Notary Public

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF CARMEL, INDIANA. THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CARMEL AS FOLLOWS:

Adopted by the Town Plan Commission at a meeting held January 30, 1976.

CARMEL TOWN PLAN COMMISSION

James R. Schaefer
President - James L. Zsinger

Frances Gaskins
Secretary - Frances Gaskins

DULY ENTERED FOR TAXATION

7 day May 1976
Barbara J. Jennings Auditor
Hamilton County

BROOKSHIRE NORTH SECTION ONE

The undersigned, LUMBER MART, INC., by M. H. Slossos, President, and Oliver R. Highey, Secretary, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat.

This subdivision shall be known and designated as BROOKSHIRE NORTH - SECTION ONE, a subdivision in Hamilton County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fourteen hundred (1400) square feet in the case of a one-story structure, nor less than one thousand (1000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of one thousand eight hundred (1800) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

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No fence shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Lumber Mart, Inc., which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet, however, any proposed construction closer than 15 feet to the side of any lot must be approved by Lumber Mart, Inc. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No structure in this subdivision, without special approval from Lumber Mart, Inc. shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure.

Lots 9, 8, 7, 4, 3, 2, 1, 63, 36, 37, 39 and 40 shall gain access from interior streets only. Driveways onto 126th and 131st Streets will not be permitted, and the buildings on said lots shall face interior streets.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by Lumber Mart, Inc. owners of the herein described real estate, or by their duly authorized representatives. If the Lumber Mart, Inc. fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the Lumber Mart, Inc. nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

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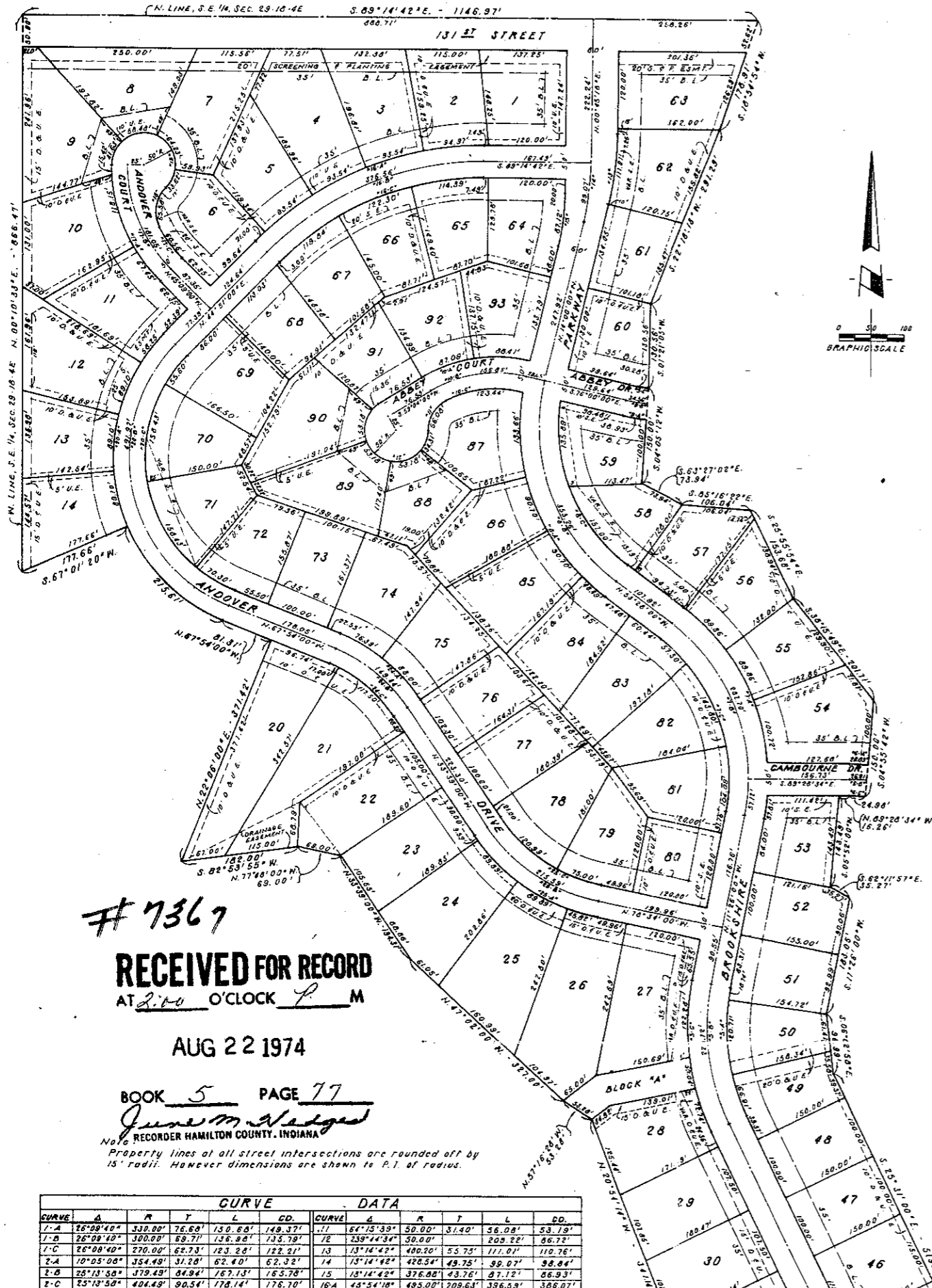
All garages opening to the street shall have automatic door controls.

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7367

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

AUG 22 1974

BOOK 5 PAGE 77
June M. Hedger
RECORDER HAMILTON COUNTY, INDIANA

Property lines at all street intersections are rounded off by 15' radii. However dimensions are shown to P.I. of radius.

7367

RECEIVED FOR RECORD

AT 2:00 O'CLOCK P.M.

AUG 22 1974

BOOK 5 PAGE 77

June M. Nadelger
RECORDER HAMILTON COUNTY, INDIANA

Property lines at all street intersections are rounded off by 15' radii. However dimensions are shown to P.I. of radius.

CURVE					DATA				
CURVE	A	R	T	CD.	CURVE	A	R	T	CD.
1-A	26°09'40"	318.00'	76.68'	150.00'	11	64°15'39"	31.40'	56.08'	53.79'
1-C	26°08'40"	300.00'	69.71'	146.90'	12	28°14'42"	40.00'	55.75'	110.76'
2-A	10°03'04"	354.49'	31.28'	62.40'	14	13°14'42"	428.54'	49.75'	98.84'
2-B	25°13'50"	479.49'	84.94'	167.13'	15	13°14'42"	376.08'	43.76'	89.97'
2-C	25°13'50"	404.49'	90.54'	170.14'	16-A	45°54'18"	498.00'	308.63'	368.59'
3	67°51'43"	50.00'	33.64'	59.22'	16-B	45°54'18"	470.00'	399.04'	378.56'
4	82°42'33"	50.00'	35.08'	57.08'	16-C	45°54'18"	445.00'	356.53'	347.07'
5-A	36°57'00"	370.00'	108.99'	204.37'	17-A	45°19'33"	293.86'	200.02'	195.63'
5-B	36°57'00"	350.00'	118.34'	225.72'	17-B	45°19'33"	270.06'	181.05'	176.36'
5-C	36°57'00"	300.00'	128.96'	245.08'	17-C	45°19'33"	203.56'	103.51'	60.56'
6-A	04°24'16"	375.00'	14.41'	28.81'	18	22°56'49"	50.00'	38.47'	63.58'
6-B	04°24'16"	350.00'	13.46'	26.91'	19	22°56'49"	50.00'	37.96'	61.76'
6-C	04°24'16"	325.00'	12.50'	24.99'	20-A	112°45'00"	275.00'	413.59'	541.16'
7-A	64°54'00"	300.00'	190.75'	339.82'	20-B	112°45'00"	250.00'	375.92'	491.27'
7-B	64°54'00"	270.00'	171.62'	305.83'	20-C	112°45'00"	225.00'	330.53'	442.77'
7-C	64°54'00"	240.00'	152.49'	271.84'	21	14°01'44"	174.08'	21.41'	42.61'
8-A	67°10'00"	300.00'	200.33'	353.26'	22	47°30'00"	44.44'	24.28'	46.97'
8-B	67°10'00"	270.00'	180.30'	317.33'	23	72°30'00"	42.20'	50.00'	84.27'
9-A	09°54'40"	225.00'	18.51'	36.93'	23-A	41°51'00"	72.00'	27.53'	52.59'
9-B	09°54'40"	200.00'	17.35'	34.60'	24-A	34°15'00"	275.00'	34.33'	164.39'
9-C	09°54'40"	175.00'	15.18'	30.28'	24-B	34°15'00"	250.00'	31.03'	149.44'
10-A	44°41'31"	225.00'	32.49'	175.51'	24-C	34°15'00"	225.00'	27.73'	134.50'
10-B	44°41'31"	200.00'	29.71'	158.85'	25-A	44°55'00"	300.00'	124.01'	235.18'
10-C	44°41'31"	175.00'	26.94'	142.19'	25-B	44°55'00"	275.00'	113.60'	216.69'
					25-C	44°55'00"	250.00'	103.34'	195.99'

I, the undersigned, being a duly registered land surveyor in the State of Indiana, hereby certify the within plat to be true and correct, representing a subdivision of Part of the Southeast Quarter of Section 29, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the South line of the Southeast Quarter of Section 29, Township 18 North, Range 4 East which is 1065.00 feet North 89 degrees 21 minutes 20 seconds West (assumed bearing) of the Southeast corner of said Southeast Quarter; thence continuing North 89 degrees 21 minutes 20 seconds West on and along said South line 621.70 feet; thence North 15 degrees 08 minutes 17 seconds West 201.11 feet; thence North 26 degrees 40 minutes 33 seconds East 231.99 feet; thence North 00 degrees 34 minutes 48 seconds East 216.39 feet; thence North 20 degrees 54 minutes 14 seconds West 341.14 feet; thence North 57 degrees 18 minutes 28 seconds West 53.28 feet; thence North 47 degrees 02 minutes 00 seconds West 327.00 feet; thence North 33 degrees 39 minutes 00 seconds West 194.31 feet; thence North 77 degrees 48 minutes 00 seconds West 68.00 feet; thence South 82 degrees 53 minutes 55 seconds West 182.00 feet; thence North 22 degrees 06 minutes 00 seconds East 371.42 feet; thence North 87 degrees 54 minutes 00 seconds West 81.31 feet to a point on a curve, with a radius of 275.00 feet, the radius point of which bears North 22 degrees 06 minutes 00 seconds East 275.00 feet from said point; thence Northwesterly on and along said curve 215.81 feet to a point which bears South 67 degrees 01 minutes 20 seconds West 275.00 feet from said radius point; thence continuing South 37 degrees 01 minutes 20 seconds West 177.66 feet to the West line of said Southeast Quarter; thence North 09 degrees 10 minutes 33 seconds East on and along said West line 866.47 feet to the North line of said Southeast Quarter; thence South 89 degrees 14 minutes 42 seconds East on and along said North line 1146.97 feet; thence South 18 degrees 54 minutes 54 seconds West 178.91 feet; thence South 22 degrees 18 minutes 18 seconds West 291.29 feet; thence South 01 degrees 21 minutes 05 seconds West 130.56 feet; thence South 04 degrees 05 minutes 12 seconds West 150.00 feet; thence South 63 degrees 27 minutes 02 seconds East 73.94 feet; thence South 85 degrees 16 minutes 22 seconds East 105.94 feet; thence South 25 degrees 55 minutes 54 seconds East 153.68 feet; thence South 38 degrees 15 minutes 49 seconds East 201.71 feet; thence South 04 degrees 55 minutes 42 seconds West 150.00 feet to a point on a curve with a radius of 325.00 feet, the radius point of which bears South 04 degrees 55 minutes 42 seconds West 325.00 feet; thence West on and along said curve 24.98 feet to a point which bears North 00 degrees 31 minutes 26 seconds East 325.00 feet from said radius point; thence North 88 degrees 28 minutes 34 seconds West 16.26 feet; thence South 05 degrees 52 minutes 00 seconds West 143.49 feet; thence South 82 degrees 11 minutes 57 seconds East 35.27 feet; thence South 11 degrees 26 minutes 00 seconds West 183.05 feet; thence South 06 degrees 02 minutes 58 seconds East 86.99 feet; thence South 25 degrees 31 minutes 00 seconds East 519.35 feet; thence South 32 degrees 35 minutes 41 seconds East 169.90 feet; thence South 00 degrees 38 minutes 40 seconds West 400.95 feet to the place of beginning, containing 47.62 acres, more or less. Subject to all legal easements and rights-of-way.

This subdivision consists of 88 lots, numbered from 1 through 14 and 20 through 93, all inclusive, with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 3rd day of June, 1974.

Gary L. Kern, Reg. L.S.-Indiana #50138
GARY L. KERN
REG.
L.S.
NO. 5013
HAMILTON COUNTY
INDIANA



owners of the herein described real estate, or by their duly authorized representatives. If the Lumber Mart, Inc. fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the Lumber Mart, Inc. nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction; across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

All garages opening to the street shall have automatic door controls.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of "Brookshire" and "Brookshire North".

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The foregoing covenants, (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Owner and Subdivider
Lumber Mart, Inc.

By M.H. Stosson
M.H. Stosson - President

By Oliver R. Hughey
Oliver R. Hughey - Secretary

STATE OF INDIANA)
COUNTY OF HAMILTON) SS

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Lumber Mart, Inc., by M.H. Stosson and Oliver R. Hughey, 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 Notarial Seal this 19th day of

July, 1974
Notary Public

My Commission Expires June 5, 1975

COMMISSION CERTIFICATE
UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF CARMEL, INDIANA. THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CARMEL AS FOLLOWS:

Adopted by the Town Plan Commission at a meeting held JULY 16, 1974

CARMEL TOWN PLAN COMMISSION
President - James L. ...
Secretary - Jeanne B. Blake
DULY ENTERED FOR TAXATION
22nd day August 1974
Auditor
Hamilton County