

BROCKSHIRE PINES

Book 7 Pages 19-20

Recorded April 24, 1978

Entry No.

Page No.

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 a point on the South line of the Southeast Quarter of Section 29, Township 18 North, Range 4 East, which is 590.00 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 475.00 feet to the Southeast corner of Brookshire North, Section One, as per plat thereof, recorded in Plat Book 5, page 77 in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 38 minutes 40 seconds East on and along the East line of said Section One, 400.95 feet; thence North 32 degrees 35 minutes 41 seconds West on and along said East line 169.90 feet; thence North 25 degrees 31 minutes 00 seconds West on and along said East line 519.35 feet; thence North 06 degrees 02 minutes 58 seconds West on and along said East line 96.99 feet; thence North 11 degrees 26 minutes 00 seconds East on and along said East line 183.05 feet to the Northeasternmost corner of Lot 52 in said Section One, said point also being the Southernmost corner of Lot 176 of Brookshire North, Section Four, as per plat thereof, recorded in Plat Book 6 pages 96 and 97 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 20 minutes 05 seconds East on and along the South line of said Section Four 186.02 feet; thence South 85 degrees 25 minutes 45 seconds East on and along the South line of said Section Four 484.76 feet; thence South 90 degrees 00 minutes 00 seconds East on and along the South line of said Section Four 680.39 feet to the Southeast corner of said Section Four, said point also being on the East line of said Southeast Quarter; thence South 00 degrees 00 minutes 00 seconds on and along said East line 704.120 feet to a point which is 560.007 feet North 00 degrees 00 minutes 00 seconds from the Southeast corner of said Southeast Quarter; thence North 90 degrees 00 minutes 00 seconds West 492.005 feet; thence South 56 degrees 24 minutes 22 seconds West 110.962 feet; thence South 00 degrees 38 minutes 40 seconds West 492.007 feet to the place of beginning, containing 27.66 acres, more or less. Subject to all legal easements and rights of way.

This subdivision consists of 67 lots, numbered from 187 through 253, both inclusive, with streets as shown. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 10th day of June, 1977.

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

The undersigned, LUMBER MART INC., by Albert L. Hughey, Vice-President and Assistant Secretary, and Paul B. Hughey, President, owners of the real estate shown and described herein, do hereby certify that

Noblesville Title and Abstract Company

Noblesville, Indiana

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 PINES, 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 line 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.

Lots 187, 188, 189, 190, 191, 193, 194, 195, 196, and 197 have areas shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities as provided above and for the temporary storage of storm water. No fences or other structures are to be erected or maintained upon said easements and no filling or grading shall be done in said areas without specific prior approval by the Carmel Plan Commission.

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 2½ 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 187, 194, 195, 220, 221, 222 and 253 shall gain access from interior streets only. Driveways onto Gray Road or 126th 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.

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.

Sump pump effluent lines shall be connected directly to the tile or storm sewer adjacent to each lot.

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 then (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 Paul B. Hughey, President

By Albert L. Hughey, Vice-President
and Assistant Secretary

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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. Hughes and Paul B. 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 22nd day of July, 1977.

My Commission Expires, March 25, 1980. Sandra K. Miller, 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 June 21st, 1977.

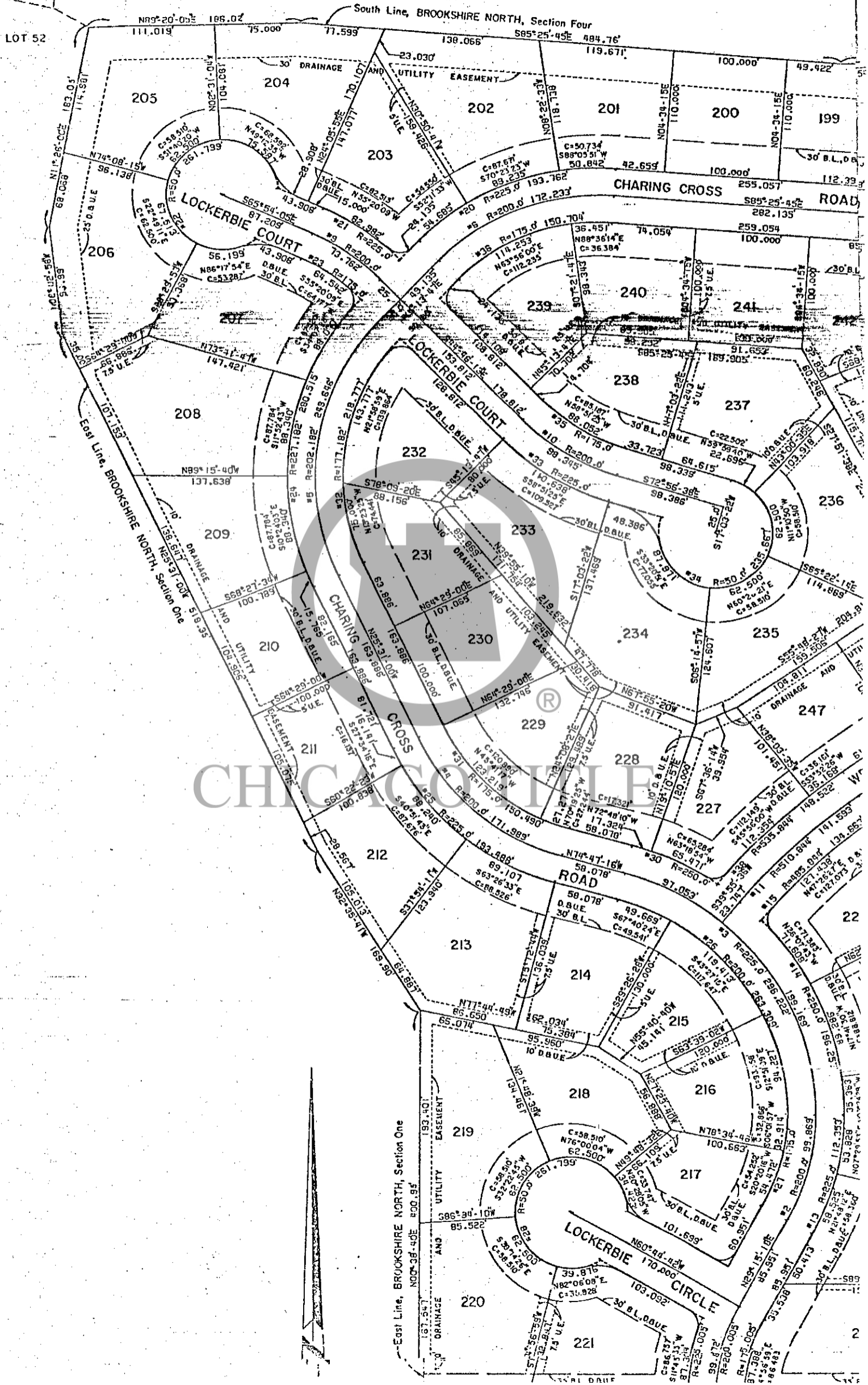
Carmel Town Plan Commission

E. Davis Coats, President Rosalind McCart, Secretary

This plat was given approval by the City of Carmel Board of Public Works at a meeting held August 9, 1977.

Albert B. Pickett Owen S. Kern Albert F. Hohl

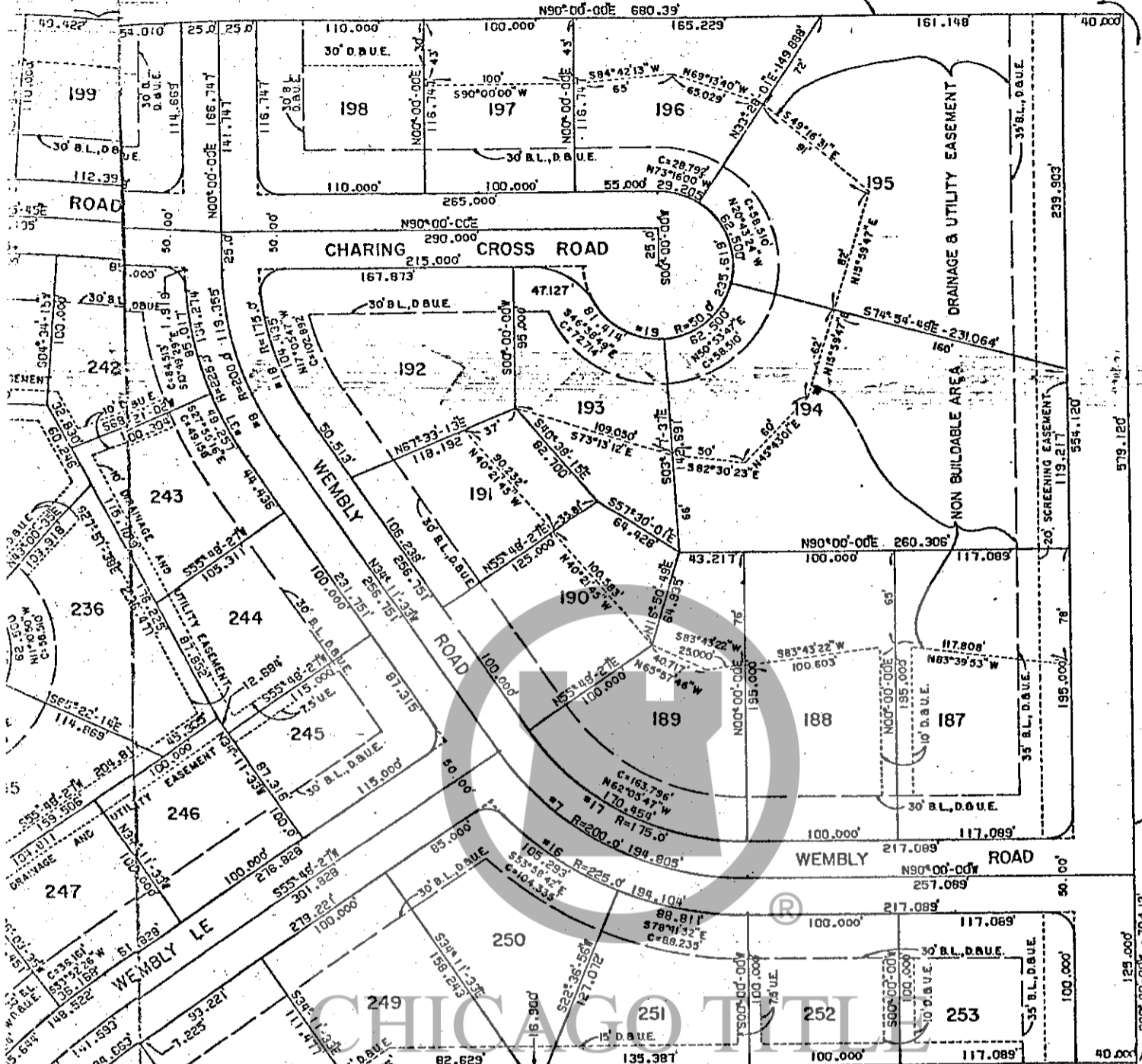
This Instrument prepared by Allan H. Weihe, this 10th day of June, 1977.



CHICAGO

PINES

South Line, BROOKSHIRE NORTH, Section Four



NOTE: The building setback areas shown on this plat are also set aside as Drainage and Utility Easement.

NOTE: Property lines at all street intersections are rounded off by 15' radii. Property lines where cul-de-sac begins are rounded off by 50' radii on lots 193, 204, 207, 217, 221 & 234. Dimensions are shown on this plat to the respective P.I. for the below curves.

CURVE DATA					
No.	Δ	R	T	L	C
1	28° 36' 38"	200.00'	51.00'	99.87'	98.84'
2	28° 36' 38"	200.00'	51.00'	99.87'	98.84'
3	75° 25' 56"	225.00'	174.00'	296.22'	275.29'
4	49° 16' 16"	200.00'	91.72'	171.99'	166.74'
5	70° 44' 48"	202.18'	143.54'	249.65'	234.09'
6	49° 20' 28"	200.00'	91.87'	172.23'	166.95'
7	55° 48' 27"	200.00'	101.91'	194.81'	187.20'
8	34° 11' 33"	200.00'	61.51'	119.35'	117.59'
9	21° 07' 52"	200.00'	37.31'	73.75'	73.34'
10	28° 10' 25"	200.00'	50.19'	98.34'	97.36'
11	15° 52' 51"	510.00'	71.25'	191.65'	141.14'
12	20° 36' 38"	175.00'	44.63'	87.53'	86.48'
13	26° 38' 38"	225.00'	57.37'	112.35'	111.19'
14	44° 58' 43"	250.00'	103.50'	196.26'	191.26'
15	15° 52' 51"	495.84'	67.77'	134.65'	134.23'
16	43° 25' 41"	225.00'	105.56'	194.10'	188.14'
17	55° 48' 27"	175.00'	92.67'	170.45'	163.80'
18	34° 11' 33"	175.00'	63.83'	104.44'	102.83'
19	270° 00' 00"	50.00'		235.62'	70.71'
20	49° 20' 28"	225.00'	103.35'	193.76'	187.83'
21	21° 07' 52"	225.00'	41.97'	82.98'	82.51'
22	300° 00' 00"	50.00'		261.80'	50.00'
23	21° 07' 52"	175.00'	32.64'	64.54'	64.18'
24	70° 44' 47"	227.18'	161.29'	280.52'	263.03'
25	49° 16' 16"	225.00'	103.18'	193.49'	187.58'
26	75° 25' 56"	200.00'	154.67'	263.31'	244.70'
27	28° 36' 38"	175.00'	44.62'	87.39'	86.48'
28	300° 00' 00"	50.00'		261.80'	50.00'
29	22° 13' 52"	225.01'	44.21'	87.30'	86.76'
30	18° 58' 31"	250.00'	41.78'	82.80'	82.42'
31	49° 16' 16"	175.00'	80.25'	150.49'	145.90'
32	70° 44' 48"	177.18'	125.79'	218.78'	205.14'
33	28° 10' 25"	225.00'	56.48'	110.64'	109.53'
34	270° 03' 17"	50.00'		235.67'	70.88'
35	28° 10' 25"	175.00'	43.91'	86.03'	85.19'
36	49° 20' 28"	175.00'	80.23'	150.70'	146.09'
37	34° 11' 33"	225.00'	69.20'	134.27'	132.29'
38	15° 52' 51"	535.84'	74.74'	148.52'	148.05'

East Line, SE 1/4, Sec. 29-18-4E