

# BROOKSHIRE

## SECTION I-A

I, the undersigned, being a duly registered surveyor in the State of Indiana, hereby certify the within plat to be true and correct, representing a subdivision of part of the Northeast Quarter of Section 32, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 32, Township 18 North, Range 4 East; thence North 85 degrees 40 minutes 30 seconds West (assumed bearing) on and along the North line of said Northeast Quarter 1050.00 feet to the Northeast corner of Brookshire-First Section, as recorded in Plat Book 3, page 108, in the Office of the Recorder of Hamilton County; thence South 00 degrees 00 minutes 00 seconds on and along the East line of said Brookshire-First Section, 874.08 feet to the Southeast corner of Lot 66, in said subdivision, being the place of beginning of this tract; thence South 60 degrees 00 minutes 00 seconds 402.82 feet; thence South 28 degrees 00 minutes 00 seconds West 263.88 feet to the Easternmost corner of Lot 53, in Brookshire-First Section; thence North 50 degrees 27 minutes 25 seconds West on and along the Northerly line of Lots 53 and 54 in said subdivision 378.58 feet; thence North 32 degrees 30 minutes 30 seconds East on and along the Easterly line of Lots 54 and 55 in said subdivision 208.81 feet; thence North 40 degrees 38 minutes 30 seconds East on and along the Northerly line of Lot 55 in said subdivision 133.00 feet to the Easterly line of Brookshire Parkway; thence North 48 degrees 21 minutes 30 seconds East on and along said Easterly line 189.00 feet to the point of curvature of a curve to the left with a radius of 310.00 feet; thence Northeastery on and along said curve 117.38 feet to the Southwest corner of Lot 54 in said subdivision; thence South 81 degrees 00 minutes 00 seconds East on and along the Southerly line of said Lot 54, 347.35 feet to the place of beginning, containing 5.08 acres, more or less. Subject to all legal easements and rights of way.

This subdivision consists of 9 lots, numbered from 180 to 188, 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 18th day of May, 1871.

  
Allan H. Weibe, Reg. L. S. - Indiana #10394



The undersigned, LUMBER MART, INC., by M. H. Stosson, President, and Oliver H. Hugbery, 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 SECTION 1-A, 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 necessary in use therein 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 architectural and appearance of such residence.

No fences 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 10 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 1 1/2 stories or 28 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.

All lot owners will be required to install, or have installed, at least one gas or electric "duck to down" yard light in the front.

No building shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved by the conformity 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 each 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

June 15  
RECORDER HAMIL

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

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

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should do so then Developer may take such action as it deems appropriate in order to make the lot neat 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 persons claiming under them for a period of 25 years from the date of this plat, at which time, for restrictions, shall be automatically extended for successive periods of ten (10) years unless of a majority of the then owners of the buildings covered by these covenants, or restrictions, is invalidation of any one of the foregoing covenants or restrictions, by judgment or court order or 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 of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to the several owners of the several lots in this subdivision and to their

OWNER AND SUBDIVIDER:

LUMBER MART, INC.  
By M.H. Slosson  
M.H. Slosson, President

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 "Lumber Mart, Inc.", by M.H. Slosson and Oliver R. Hughey, who acknowledged the execution going instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1971.

My Commission Expires \_\_\_\_\_

Notary Public Lincoln R. Dalton

COMMISSION CERTIFICATE

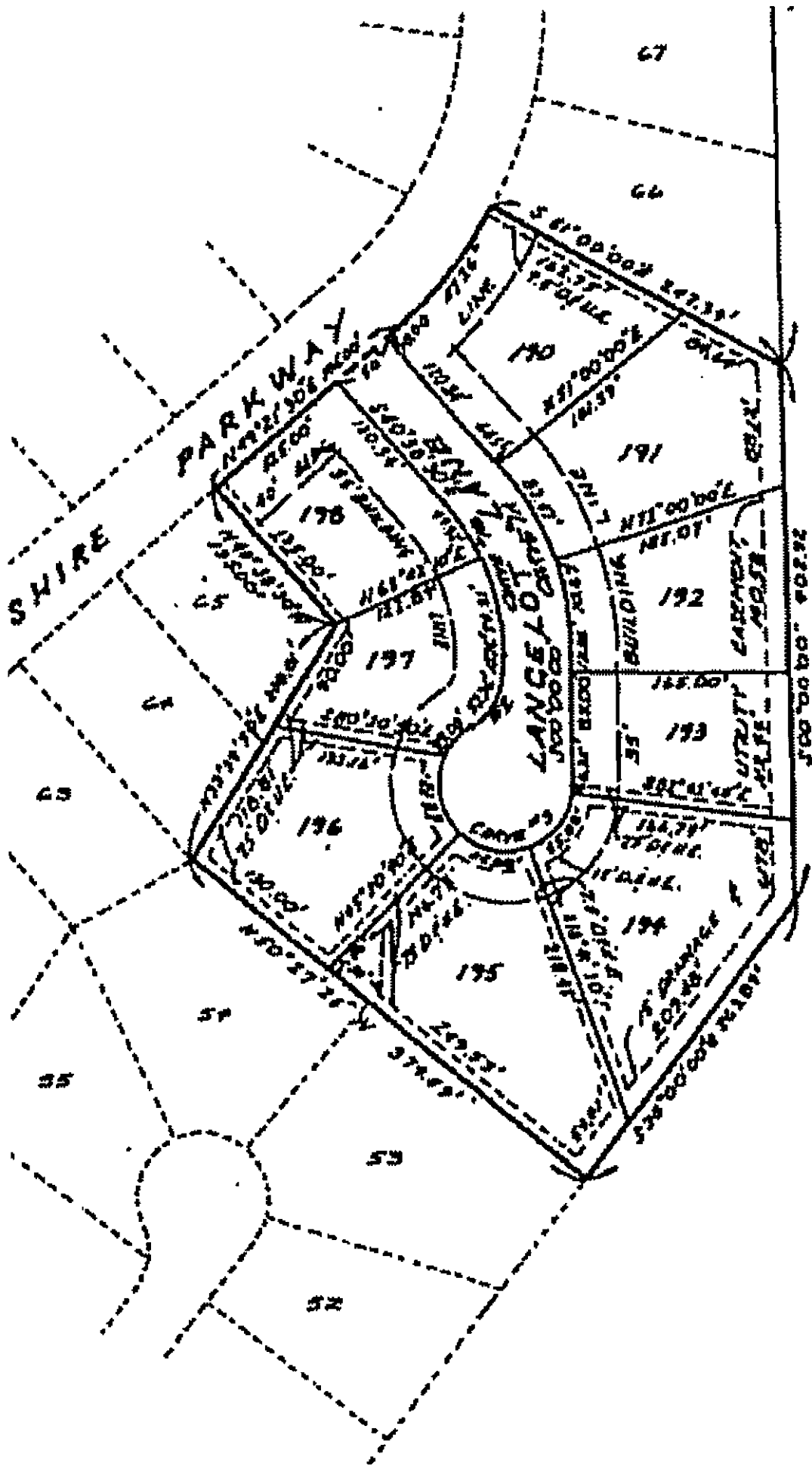
UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE OF THE TOWN BOARD OF TRUSTEES OF THE TOWN OF CARMEL, INDIANA, THIS PLAT WAS ADOPTED BY THE TOWN OF CARMEL AS FOLLOWS:

Adopted by the Town Plan Commission at a meeting held JUNE 15, 1971.

CARMEL TOWN PLAN COMMISSION

Myron H. Anderson  
President - Myron H. Anderson

Shirley L. Packman  
Secretary - Shirley Packman



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BC  
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