

BROOKSHIRE
SECTION 6-A



169 for Survey Concerning Lot #194 easement for entry Post see Misc BX 140 89 108
 For Certificate of error concerning this Plat see Misc. BX 141P3 280

[Faint, mostly illegible text from the plat document, likely containing legal descriptions and terms of sale.]

The undersigned, LAWRENCE HART, JR., of St. Louis, Missouri, President, and CLYDE S. HIGLEY, Secretary, of the Board of Directors of the Brookshire Development Company, Inc., do hereby certify that the above plat was lawfully approved by the Board of Directors of the Brookshire Development Company, Inc. on this 19th day of April, 1973.

The undersigned, LAWRENCE HART, JR., of St. Louis, Missouri, President, and CLYDE S. HIGLEY, Secretary, of the Board of Directors of the Brookshire Development Company, Inc., do hereby certify that the above plat was lawfully approved by the Board of Directors of the Brookshire Development Company, Inc. on this 19th day of April, 1973.

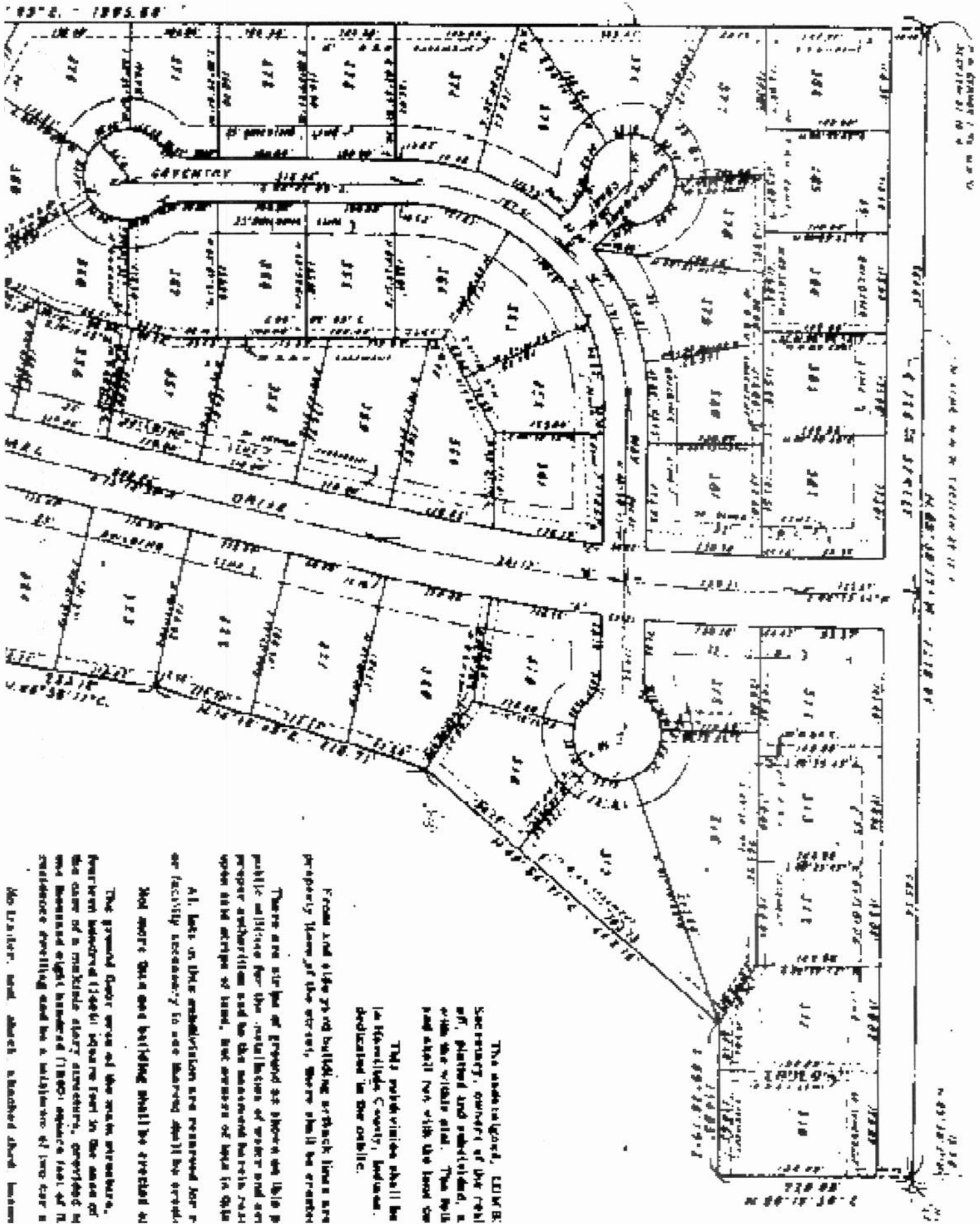
[Additional legal text and signatures follow.]

DULY ENTERED FOR TAXATION
 21 July 2nd 1973
 J. D. Wilson, Auditor
 Hamilton County

STATE OF MISSOURI
 COUNTY OF HAMILTON
 I, Lawrence Hart, Jr., of the County of Hamilton, State of Missouri, do hereby certify that the above plat was lawfully approved by the Board of Directors of the Brookshire Development Company, Inc. on this 19th day of April, 1973.

Witness my hand and seal of office at St. Louis, Missouri, this 19th day of April, 1973.

LAWRENCE HART, JR., President
 CLYDE S. HIGLEY, Secretary



The undersigned, LEIB B. SEYMOUR, owner of the real estate, plat and subdivided, a with the within plat. The plat and shall not with the land on

This subdivision shall be in Kane County, Arizona, dedicated in the public.

From and after the building setback lines are properly shown, of the streets, there shall be erected

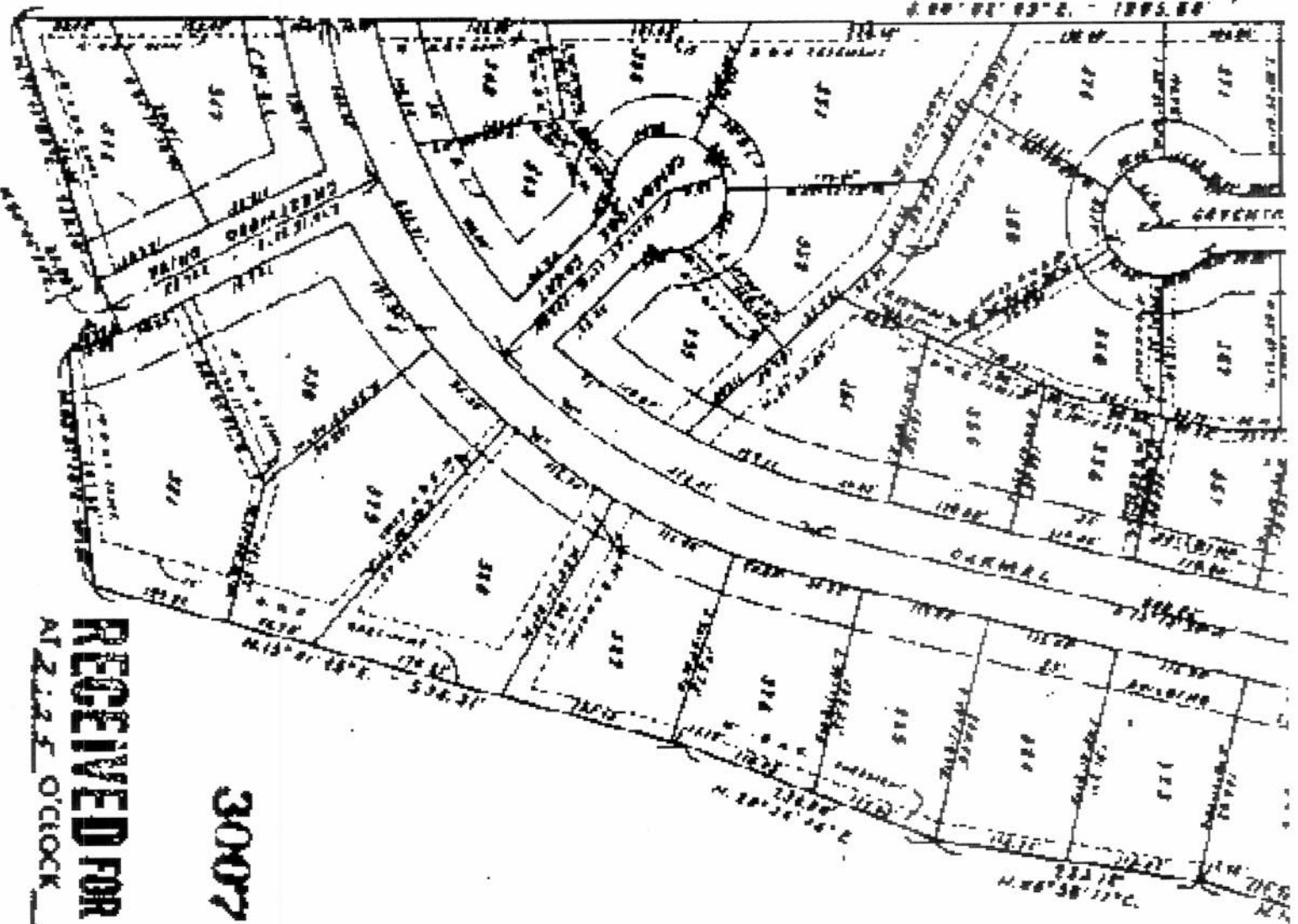
There are strips of ground as shown on this plat public utilities for the installation of water and sewer proper authorization and to the minimum limits set upon the strips of land, but owners of lots in this

All lots in this subdivision are reserved for a use facility necessary to use thereof shall be erected.

Not more than one building shall be erected on

The ground floor area of the main structure, fourteen hundred (1400) square feet in the case of the case of a multi-story structure, provided in this document eight hundred (800) square feet of it residence existing and be a minimum of two car a

No trailer and such attached shed lawn



3007

RECEIVED FOR RECORD
AT 2:25 O'CLOCK P.M.

All lots on this subdivision are reserved for a use or facility necessary to use thereof shall be erected.

Not more than one building shall be erected on

The ground under area of the main structure, fourteen hundred (1400) square feet in the case of the case of a multiple story structure, provided in one hundred eight hundred (1800) square feet of it reference erecting and be a minimum of two car a

No trailer, tent, shack, detached shed, building and for temporary or permanent residence on any building erected or used as an temporary to a point conform to the general requirements and approval

No fence shall be erected in this subdivision the visible part, except with approval of the Lumber of of a decorative nature.

No building, structure or accessory building proposed construction clear than 15 feet to the air be erected on more than one single lot that meet

No structure in this subdivision, without special fee in height measured from finish grade to the to be erected between the building and its driveway

No bus, trailer or camper of any kind (except boat trailers), or any other vehicle shall be kept the from.

All lot owners will be required to install, or to the from.

No building shall be erected, placed or altered structure and plot plan showing the location of right of way design with existing structures herein and a sign with existing structures herein and so to the Lumber here, low, owners of the herein described Mart, Inc. fails to set upon any plans submitted to them date of the same, the owner may proceed that Mart, Inc. set the designated improvements that approved.

In the event storm water drainage from any of the drainage to continue, without restriction or other course, even though an specific drainage easement

No animals, livestock, or poultry of any class or other household pets may be kept, provided that

All gates opening to the street shall have an

No lot on this subdivision shall be used or not used shall not be kept, except in auxiliary connection

Lot owners, upon taking title, agree to subject to the provisions of the Lumber here of the subdivision



NOTE:
 PROPOSED LOT 10 IS NOT SUBJECT TO CONVEYANCE
 AND SHOULD NOT BE USED IN THE
 DEVELOPMENT AND SHOULD BE USED AS A PUBLIC

The abutting, LUBBER BART, INC. by M. N. Spence, President, and Oliver R. Huggins, Secretary, owners of the real estate shown and described herein, do hereby certify that a valid title of, plat and subdivision, and an alley by and plat and subdivision, said plat and subdivision, are on file with the public and the public. The following restrictions, qualifications, and approvals are hereby imposed upon and shall run with the land contained in such plat.

This subdivision shall be known and designated as **RECORDABLE, SEC 1301 SEC-A, A subdivided** in Hamilton County, Indiana. All streets and alleys shown and all boundaries designated, are hereby dedicated to the public.

From and along of building setback lines are hereby established as shown on this plan, 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 Exchange and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject to all laws of the proper authorities and to the easements herein reserved. No easement or other structure are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall their title 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 to use thereof 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 porches, shall be not less than fourteen hundred (1400) square feet in the case of a one-story structure, and not less than one thousand (1000) square feet in the case of a multi-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 usable floor area. All porches shall be attached to the residence dwelling and be a minimum of four feet wide.

No trailer, tent, shack, detached shed, basement, garage, barn or other building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, shed and 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 restrictions and approvals of such residence.

No fence shall be erected in this subdivision between the building lines and the property lines of the streets or shown on the plat, except with approval of the Lumber Mart, Inc., which fence shall not exceed 45 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected thereon to the side of any lot less than 15 feet, however, any proposed construction greater than 15 feet to the side of any lot must be approved by Lumber Mart, Inc. The building are erected on more than one single lot this restriction shall apply to the side lines of the entire parcel of the subdivision.

No structure in this subdivision, without special approval from Lumber Mart, Inc. shall exceed 3 1/2 stories or 35 feet in height measured from finish ground to the upper side of drive line, and no structure other than an open porch shall

No structure in this subdivision, without special approval from Lumber Mart, Inc. shall exceed 3 1/2 stories or 35 feet in height measured from finished ground to the upper side of the flat top, and no structure other than an open porch shall be erected between the building line so determined on the plat and the property line of the street.

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

All lawns shall be kept in grass, or lawn matted, at least one year or twelve "dead or down" years before the lawn.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plan, specifications and plot plan showing the location of such building have been approved as to the topography and the survey of original design with existing structures hereto and as to the building with respect to topography and boundary or external design with existing structures hereto and as to the building with respect to topography and finished ground elevations, by Lumber Mart, Inc. owners of the herein described real estate, or by their duly authorized representatives. If the Lumber Mart, Inc. fails to set upon any plan submitted to it for its approval within a period of fifteen (15) days from the return date of the plan, the owner may proceed there with the building according to the plan so approved. Further the Lumber Mart, Inc. may file the detailed representations shall be entitled to any compensation for services performed or to be performed.

In the event storm water drainage from any lot or lots shown herein to another lot, provision shall be made to prevent such drainage to drainages, without restriction or reduction, across the boundaries lot and onto the adjacent drainage channel or course, even though no specific drainage easement has been shown or other is provided on said plat.

The materials, structure, or quality 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 closers.

No lot or this subdivision shall be used for maintenance as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept, except in existing 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 Plan of "Brookside" and "Brookside-Country Club".

Declarations for lots 3, 4 through 314 and 315 through 326 shall be required to have measurements so that vehicles will not be on 13th Street. The driveway will also be required to have a 17" drainage pipe to the 13th Street alley.

It shall be the duty of the owner of such lot in this subdivision to keep the grass on that lot properly cut and to keep that lot free from weeds and trash and other waste and structures in appearance. Should any owner fail to do so, the Developer may take such action as is deemed appropriate to order a make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The foregoing covenants, for restrictions are so 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, for 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 building covered by these covenants, or restrictions, in whole or in part. Violation of any one of the foregoing covenants or restrictions, by judgment or court order shall be an injury and of the other covenants or restrictions, which shall remain in full force and effect.

This right to enforce these provisions by injunction, together with the right to assess the remedy, by the process of law,

ORD

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owners of the buildings covered by these covenants, or restrictions, in whole or in part, notwithstanding any use of the foregoing covenants or restrictions, by judgment or court order shall be of no effect any of the other provisions of the covenants, which shall remain in full force and effect.

This right to enforce these provisions by injunction, together with the right to cause the removal, by the 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 in their heirs and assigns.

Owner and Subdivider

Ernest Wright

By W. H. Stevenson
W. H. Stevenson, President

Oliver H. Hager
Oliver H. Hager, 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 Joint, Inc., by W. H. Stevenson and Oliver H. Hager, 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 30th day of April, 1928.

Walter C. Swanson
Notary Public

My Commission Expires July 27, 1928

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 116-ACTS OF 1917, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND AN ORDINANCE ADOPTED BY THE 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 April 18, 1928

CARMEL TOWN PLAN COMMISSION

John A. ...
President - James ...

Secretary - ...
Secretary - ...

This instrument prepared by Gary L. Kern, 2025 2025 copy of March, 1928