

BROOKSHIRE**SECTION TWO**

The undersigned, Brookshire Development, Inc. by Albert L. Hughey, President and Norman D. Hughey, Vice President, 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, plan 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 LAKES, SECTION TWO, A subdivision in Hamilton County, Indiana. All streets 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 streets, 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 proper authorization and to the easement herein reserved. No permanent or temporary structures or fences 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 does not in any way limit the additional reservation of some of those easements to be used for ingress and egress as hereinafter described.

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 one thousand five hundred (1,500) square feet in the case of a one-story structure, nor less than one thousand (1,000) 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 two thousand (2,000) 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, camp, 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, pool 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.

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 Brookshire Development, 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 Brookshire Development, Inc., exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of the 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 90 and 91 shall gain access from interior streets only. Driveways onto Gray Knoll 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 Brookshire Development, Inc. or by their duly authorized representatives. The standards established in these covenants are minimum standards only. In reviewing plans and specifications, Brookshire Development, Inc., may require that the minimum standards be exceeded in order to maintain conformity and harmony with existing structures. If Brookshire Development, 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 Brookshire Development, 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 drained to storm sewer or drainage swale.

RECEIVED FOR RECORD
AT 12:00 PM

AUG 9 1995
BROOKSHIRE DEVELOPMENT, INC.
Marilyn A. Clark
REGISTERED PROFESSIONAL ENGINEER
INDIANA

BROOKSHIRE LAKES

SECTION TWO

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If Geo-Thermo heat pumps are used, they shall be a closed loop system or drained underground to a storm sewer or directly to the lake.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that cats, dogs 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.

All lot owners shall install or have installed a "dusk to dawn" yard light in the front.

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.

It shall be the duty of the owner of each lot in the subdivision to keep grass on the lot properly cut and to keep the lot free from weeds and brush 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 of courts 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
Brookshire Development, Inc.

Albert L. Hurney
Albert L. Hurney, President
Norman D. Hurney
Norman D. Hurney, Vice President

STATE OF INDIANA }
COUNTY OF HAMILTON } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Brookshire Development, Inc., by Albert L. Hurney and Norman D. Hurney, who acknowledge 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 31st day of July, 1985.

Wilbur B. Mast
Notary Public
My county of residence Marion

My Commission Expires
11-23-85

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 COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF CARMEL, AS FOLLOWS:

Adopted by the Carmel City Plan Commission at a meeting held August 14, 1985.

CARMEL CITY PLAN COMMISSION
John A. ...
President

Steve ...
Secretary

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CARMEL, INDIANA, AT A MEETING HELD Aug 7, 1985.

John A. ...
Steve ...
Bill ...

9th August 85

This instrument prepared by Allan H. Weibe

