The undersigned, ALBERT B. HUGHES, Vice-President and Assistant Secretary, and ROLLIE A. HUGHES, President, owners of the real estate shown and described herein, do hereby certify that the premises hereinafter described, we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate as shown within the plat. The following restrictions, limitations, and covenants are hereby imposed and shall run with the land contained in such plat.

The subdivision shall be known and designated as BROOKSIDE PINES, a subdivision in Hamilton County, Indiana. All streets and alleys shown and not hereinafter dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on said 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 the 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 subject 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 may take their title subject to the rights of the public utilities.

Lots 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, and 117 have areas shown on said 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 to such home shall be erected therein.

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 hundred (1000) square feet in the case of a one-story structure, not 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 residential dwelling and be of a minimum two car size.

No trailer, tent, shack, attached shed, basement, garage, barn or other outbuilding or temporary structure shall be erected or used on any lot in this subdivision. Any temporary dwellings shall be used for temporary construction or storage rather than as permanent structures.

No fence shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the plat, except with prior approval of the Lumber Mart, Inc., which fences shall not exceed 48 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected or placed on any lot within two feet of any street or alley line in the case of a one-story structure, or more than four feet of any street or alley line in the case of a multiple story structure, except where the building is to be placed against a retaining wall.

No structure in this subdivision, without special approval from Lumber Mart, Inc., shall exceed 2 stories or 25 feet in height from the highest point of any building or structure on the lot, unless the structure is an access 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 plat, except with approval of the Lumber Mart, Inc., which fences shall not exceed 48 inches in height and shall be of a decorative nature.

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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 plat, except with approval of the Lumber Mart, Inc., which fences shall not exceed 48 inches in height and shall be of a decorative nature.
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 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 is deemed appropriate 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, Vice President and Assistant Secretary

STATE OF INDIANA

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 Paul B. Hughey, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purposes therein expressed.

Witness my hand and Notarial Seal this day of July, 1977.

My Commission Expires

March 25, 1980

Notary Public

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1847, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF COUNCILLORS 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 on June 21st, 1977.

CARMEL TOWN PLAN COMMISSION

Albert B. Pendergrass

President

Secretary

This plat was given approval by the City of Carmel Board of Public Works at a meeting held on August 7, 1977.

Albert B. Pendergrass

Gwen S. Kern

RECEIVED FOR RECORD

12695

AT 5:05 O’CLOCK P.M.

April 24, 1978

BOOK 77, PAGE 19-20

AUDITOR

Appointed Auditor

Hamilton County.