



Chicago Title Insurance Company
Indianapolis Metro Offices
Telephone (317) 684-3800



COVENANTS AND RESTRICTIONS

BROOKSHIRE LAKES SEC 1

(Hamilton County, IN)

The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.

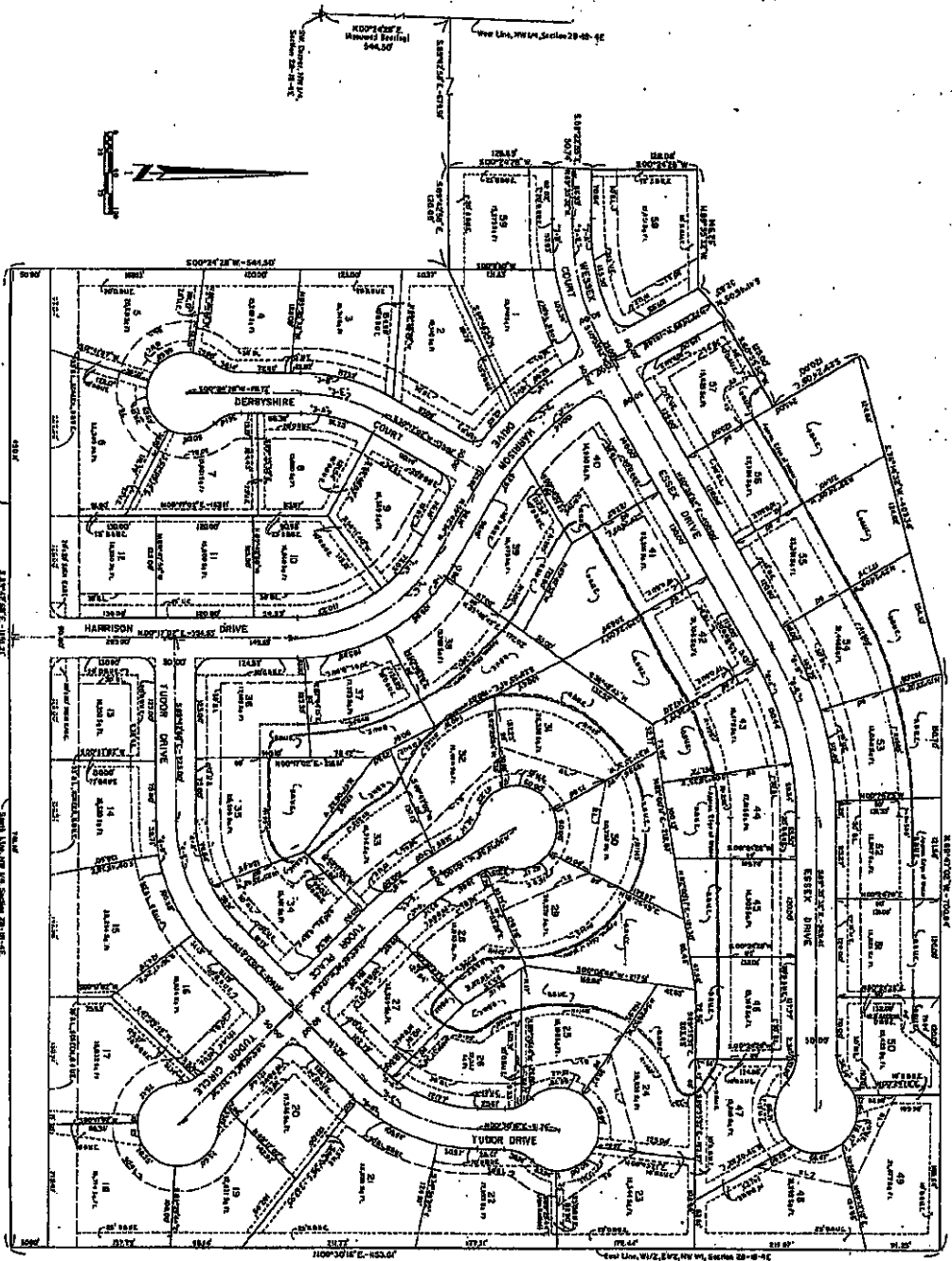
The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.

DOS=7-31-09

FOR Release of Quick Claim of certain Utility Easement Rights See 9008587
Rec. 4-17-90

36
FOR Release of Variance See Inst. # 8727455 Recorded 7-23-87 For Consent to Encroachment &
FOR Amendment See Inst. # 8791453, # 8791453, # 8791453, # 8791453
FOR Lot 39 See 9008585 Rec. 4-17-90 FOR Partial Release of Easement See 9008586 - Rec. 4-17-90

BROOKSHIRE LAKES - SECTION ONE



DRAFT ENDED FOR TAXATION
12 May 1972
R. J. [Signature]
Surveyor

3524

RECEIVED FOR RECORD
AT 10:00 AM
MAY 12 1972
MAY 12 1972
MAY 12 1972

BROOKSHIRE LAKES SECTION ONE

LOT CURVE DATA					STREET CURVE DATA					
LOT	Chord Brg.	R	L	C	Cur.No.	A	R	L	C	T
1	N. 70° 09' 02" E.	310.65	103.38	102.91	1-6	50° 00' 00"	200.00	300.44	300.00	116.47
2	S. 48° 44' 12" E.	445.00	112.00	111.76	1-8	" " "	175.00	175.00	175.00	104.04
3	S. 65° 20' 40" W.	225.00	92.45	92.60	1-8	30° 18' 50"	225.00	424.00	424.00	182.30
4	S. 21° 06' 40" W.	30.00	117.32	116.00	2-4	" " "	400.00	211.6	209.17	108.36
5	S. 24° 41' 04" W.	50.00	36.14	35.33	2-4	" " "	175.00	198.40	198.10	101.58
6	S. 32° 22' 37" E.	50.00	23.80	23.46	2-8	28° 32' 34"	425.00	224.86	222.64	119.13
7	N. 02° 34' 41" N.	50.00	63.69	63.19	3-4	" " "	175.00	104.28	103.11	53.36
8	N. 15° 51' 48" E.	50.00	63.69	63.19	3-4	" " "	175.00	104.28	103.11	53.36
9	N. 47° 46' 39" W.	175.00	91.25	90.22	4-4	" " "	175.00	137.45	133.54	72.49
10	N. 17° 45' 39" W.	175.00	110.23	108.42	4-8	44° 48' 48"	500.00	157.00	153.07	82.84
11	N. 65° 15' 42" E.	225.00	39.77	39.65	5-4	" " "	175.00	137.45	133.54	72.49
12	N. 49° 14' 49" E.	50.00	103.66	104.91	5-8	" " "	175.00	137.45	133.54	72.49
13	S. 41° 51' 05" E.	50.00	5.00	5.00	6-4	24° 30' 00"	270.00	115.40	114.99	59.62
14	S. 21° 08' 47" E.	50.00	31.44	30.64	6-8	" " "	345.00	104.76	103.97	53.20
15	S. 48° 30' 41" E.	50.00	75.41	68.48	7-6	29° 48' 37"	295.00	126.14	123.19	73.87
16	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
17	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
18	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
19	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
20	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
21	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
22	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
23	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
24	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
25	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
26	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
27	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
28	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
29	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
30	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
31	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
32	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
33	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
34	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
35	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
36	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
37	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
38	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
39	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
40	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
41	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
42	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
43	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
44	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
45	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
46	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
47	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
48	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
49	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
50	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
51	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
52	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
53	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
54	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
55	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
56	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
57	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
58	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87
59	N. 48° 23' 39" E.	50.00	78.33	78.57	7-8	" " "	295.00	126.14	123.19	73.87

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that within and about the above described plat represents a subdivision of part of the Northwest quarter of Section 28 Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Northwest quarter of Section 28, Township 18 North, Range 4 East; thence North 00 degrees 24 minutes 28 seconds East (assumed bearing) on and along the West line of said Northwest Quarter 544.50 feet; thence South 89 degrees 42 minutes 58 seconds East parallel with the South line of said Northwest Quarter 679.91 feet to the place of beginning; thence continuing South 89 degrees 42 minutes 58 seconds East parallel with said South line 110.00 feet to the South line of said Quarter; thence South 89 degrees 42 minutes 58 seconds East on said South line 1191.21 feet to the Quarter; thence North 00 degrees 16 seconds West 16 seconds East on said Quarter; thence North 00 degrees 02 seconds West 700.84 feet; thence South 76 degrees 12 minutes 32 seconds West 403.34 feet; thence South 29 degrees 24 minutes 09 seconds East 170.00 feet; thence South 60 degrees 35 minutes 52 seconds West 135.00 feet; thence South 41 degrees 46 minutes 05 seconds West 52.83 feet; thence North 09 degrees 35 minutes 32 seconds East 166.26 feet; thence South 00 degrees 24 minutes 28 seconds West 128.08 feet; thence South 09 degrees 42 minutes 55 seconds West 126.69 feet to the place of beginning, containing 31.28 acres, more or less.

Subject to all legal assessments and rights-of-way.

This subdivision consists of 59 lots, numbered from 1 through 59, both inclusive, and 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 21st day of November, 1928.

Alvan H. White
Alvan H. White, Reg. L.S., Indiana #10398



RECORDED FOR RECORD
1928 NOV 22
BOOK 117 PAGE 117
12 day
DIXIE ENHANCED PLOT IMAGING
12 day
1928 NOV 22
BOOK 117 PAGE 117
12 day
DIXIE ENHANCED PLOT IMAGING

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a subdivision of part of the Northwest Quarter of Section 28, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

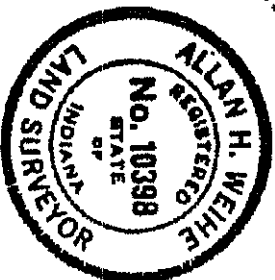
Commencing at the Southwest corner of the Northwest Quarter of Section 28, Township 18 North, Range 4 East; thence North 00 degrees 24 minutes 28 seconds East (assumed bearing) on and along the West line of said Northwest Quarter 544.50 feet; thence South 89 degrees 42 minutes 58 seconds East parallel with the South line of said Northwest Quarter 679.91 feet to the place of beginning; thence continuing South 00 degrees 89 degrees 42 minutes 58 seconds East parallel with said South line 120.09 feet; thence South 00 degrees 24 minutes 28 seconds West parallel with said West line 544.50 feet to the South line of said Northwest Quarter; thence South 89 degrees 42 minutes 58 seconds East on said South line 1191.21 feet to the East line of the East Half of said Northwest Quarter; thence North 00 degrees 30 minutes 16 seconds East on said East line 1153.61 feet; thence North 89 degrees 47 minutes 02 seconds West 700.84 feet; thence South 76 degrees 14 minutes 32 seconds West 403.34 feet; thence South 29 degrees 24 minutes 09 seconds East 120.00 feet; thence South 60 degrees 35 minutes 52 seconds West 125.00 feet; thence South 41 degrees 46 minutes 05 seconds West 52.83 feet; thence North 09 degrees 35 minutes 32 seconds West 146.26 feet; thence South 00 degrees 24 minutes 28 seconds West 128.08 feet; thence South 09 degrees 22 minutes 55 seconds East 50.74 feet; thence South 00 degrees 24 minutes 28 seconds West 126.69 feet to the place of beginning, containing 31.26 acres, more or less.

Subject to all legal easements and rights-of-way.

This subdivision consists of 59 lots, numbered from 1 through 59, both inclusive, and 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 21st day of November, 1978.

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



RECEIVED FOR RECORD
 AT 10 O'CLOCK P.M.

DEC 12 1978

BOOK PAGE
May 21 1978

DULY ENTERED FOR TAXATION

13 day *December* 1978

Charles A. Jennings
 Auditor
 Hamilton County

The undersigned, Lumber Mart Inc. by Albert L. Hughley, Vice President and Assistant Secretary, and Paul E. Hughley, 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, 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 LAKES, SECTION ONE, 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 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 temporary structures or fences are to be erected or maintained upon said strips of land, but owners or lots in this subdivision shall take their titles subject to the rights of the public utilities and the City of Carmel. The reservation of these easements to the use of 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.

Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 55, 56, and 57 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 permanent 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. The owners of Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 55, 56, and 57 are hereby reserved an easement over the drainage and utility easement on each of those enumerated lots for the use and enjoyment of the lake formed by storm water storage.

Certain of the drainage and utility easements are reserved additionally for ingress and egress to the storm water retention lakes, to the owners of lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 55, 56 and 57. The easements so reserved are those, the centerlines of which form the lot lines dividing lots 25 and 26; 26 and 27; 33 and 34; 37 and 38; 39 and 40; 41 and 42; 42 and 43; 46 and 47; 47 and 24; 47 and 23; 47 and 48; 48 and 23; 49 and 50; 50 and 51; 53 and 56, and the ten foot (10') easement on the north side of lot 57.

A.

There will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Brookshire Lakes Lake Owners' Association, Inc." which is referred to as the "Association". The owners of lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 55, 56, and 57 shall be members of the Association.

B.

(i) The general purpose of the Association shall be to provide a means whereby those areas within the subdivision designated as drainage and utility easements for the purpose of storage of storm water on the within plat and such other facilities and services within the subdivision as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced.

(ii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such facilities or other amenities within the subdivision as may be conveyed to the Association.

C.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the subdivision. No charge shall ever be levied by the Association against Lumber Mart, Inc. or any corporation that may be created to acquire title to and operate utilities serving the subdivision.

(ii) The Board of Directors of the Association shall fix the amount of the annual charge by the first day of January of each year, and written notice of the charge so fixed shall be sent to each member. The Board of Directors shall fix the date upon which payment of the charge is due.

(iii) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the owner or owners of that lot at the time the charge falls due. Such charge shall bear interest at the rate of eight per cent (8%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. The owners of lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 55, 56 and 57, and any person who may acquire any interest in such lots, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subdivision of the Association.

(11) An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such facilities or other amenities within the Subdivision as may be conveyed to the Association.

C.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Subdivision. No charge shall ever be levied by the Association against Lumber Mart, Inc. or any corporation that may be created to acquire title to and operate utilities serving the Subdivision.

(ii) The Board of Directors of the Association shall fix the amount of the annual charge by the first day of January of each year, and written notice of the charge so fixed shall be sent to each member. The Board of Directors shall fix the date upon which payment of the charge is due.

(iii) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of eight per cent (8%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. The owners of lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 55, 56 and 57, and any person who may acquire any interest in such lots, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make, pursuant to this subparagraph of the Restrictions.

D.

The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties owned, operated or maintained by the Association.

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 eighteen hundred (1800) square feet in the case of a one-story structure, nor less than eleven hundred (1100) 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 twenty two hundred (2200) square feet of finished and livable 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 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 5, 6, 12, 13, 14, 15, 17, and 18 shall gain access from interior streets only. Driveways onto 131st 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. The standards established in these covenants are minimum standards only. In reviewing plans and specifications, Lumber Mart, Inc. may require that the minimum standards be exceeded in order to maintain conformity and harmony with existing structures. 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 plot.

Sump pump effluent lines shall be drained to storm sewer or drainage swale.

No connections to sanitary sewer shall be permitted.

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.

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 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 Paul B. Hughey
Paul B. Hughey, President

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

STATE OF INDIANA }
COUNTY OF HAMILTON } SS:

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 uses and purposes therein expressed.

Witness my hand and Notarial Seal this 21st day of November, 1978.

My Commission Expires

March 25, 1980

Arthur J. 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 THEREOF, 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 Nov. 21, 1978.

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 Paul B. Hughey
Paul B. Hughey, President

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

STATE OF INDIANA }
COUNTY OF HAMILTON } SS:

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 uses and purposes therein expressed.

Witness my hand and Notarial Seal this 21st day of November, 19 78.

Harold R. Miller
Notary Public

My Commission Expires

March 25, 1980

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 THEREOF, 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 Nov. 21, 19 78.

CARMEL TOWN PLAN COMMISSION

E. D. ...
President

... ..
Secretary

This plat was given approval by the City of Carmel Board of Public Works at a meeting held

December 11, 1979
12-11-79

Albert B. ...
Albert B. ...

William U. ...

Albert F. ...
Albert F. ...

This Instrument prepared by Allan U. Weibé, this 14th day of November 1978.

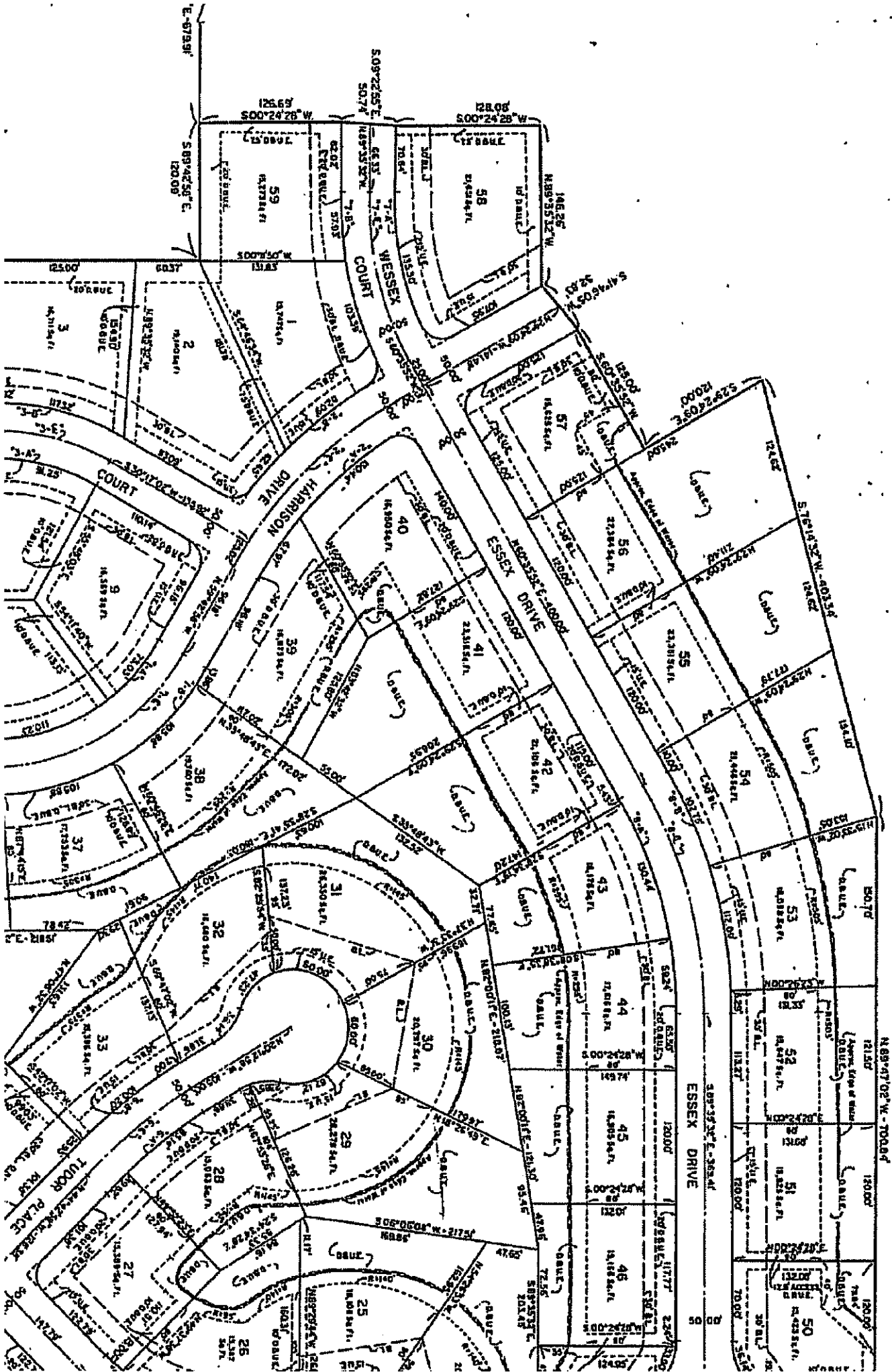
SHEET 3 OF 3

DULY ENTERED FOR TAXATION
12 day November 19 78
... .. Auditor

RECEIVED FOR RECORD
AT 4 O'CLOCK P.M

DEC 12 1979
BOOK ... PAGE ...
Mary H. Clark

RECORDED HAMILTON COUNTY, INDIANA



N 89° 47' 02" W - 1000'

ESSEX DRIVE

WESSEX COURT

HARRISON DRIVE

COURT

TUOR PLACE

E-87°39'

509°22'55"E

509°42'54"E

529°24'09"E

529°24'09"E

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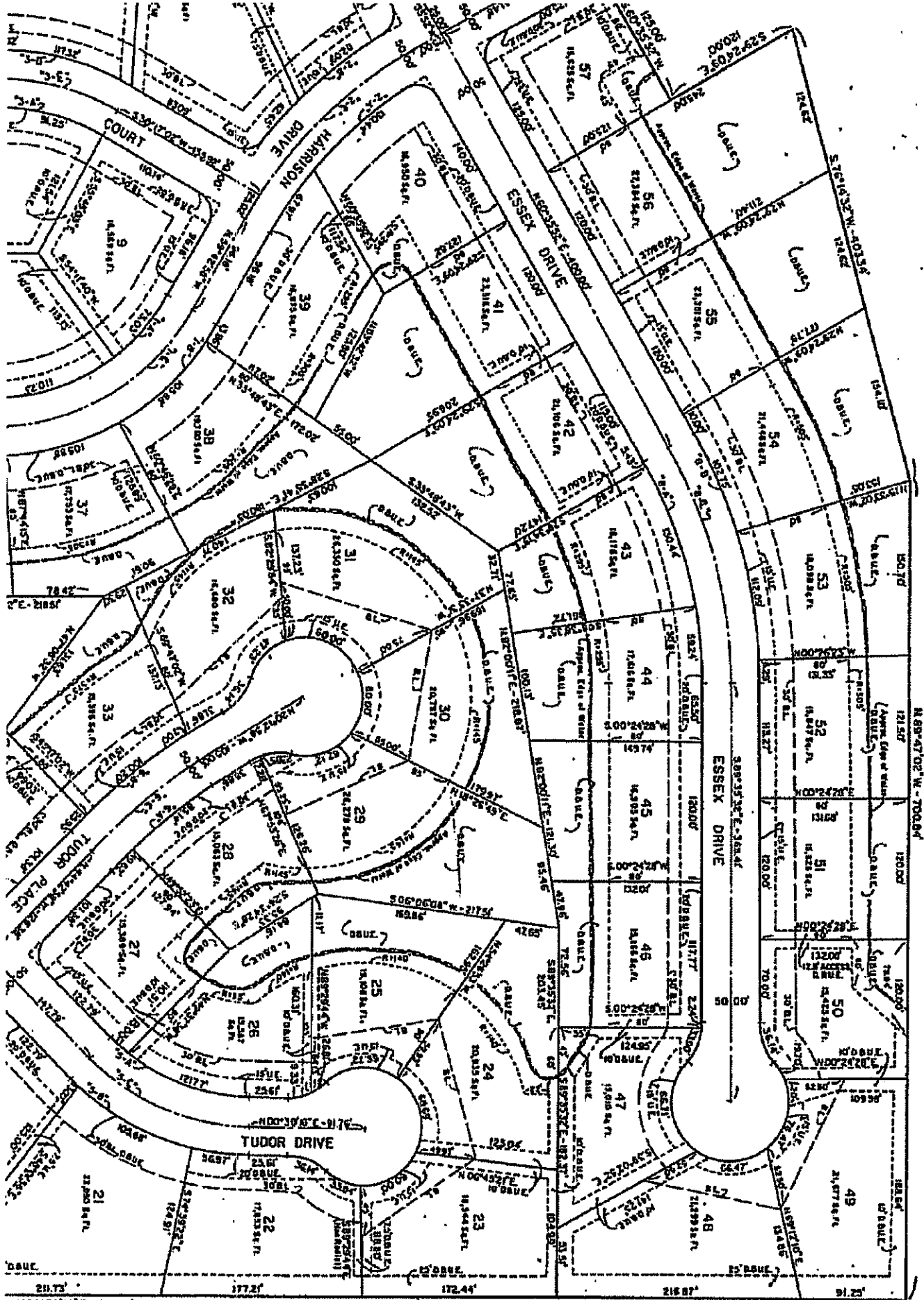
509°22'55"E

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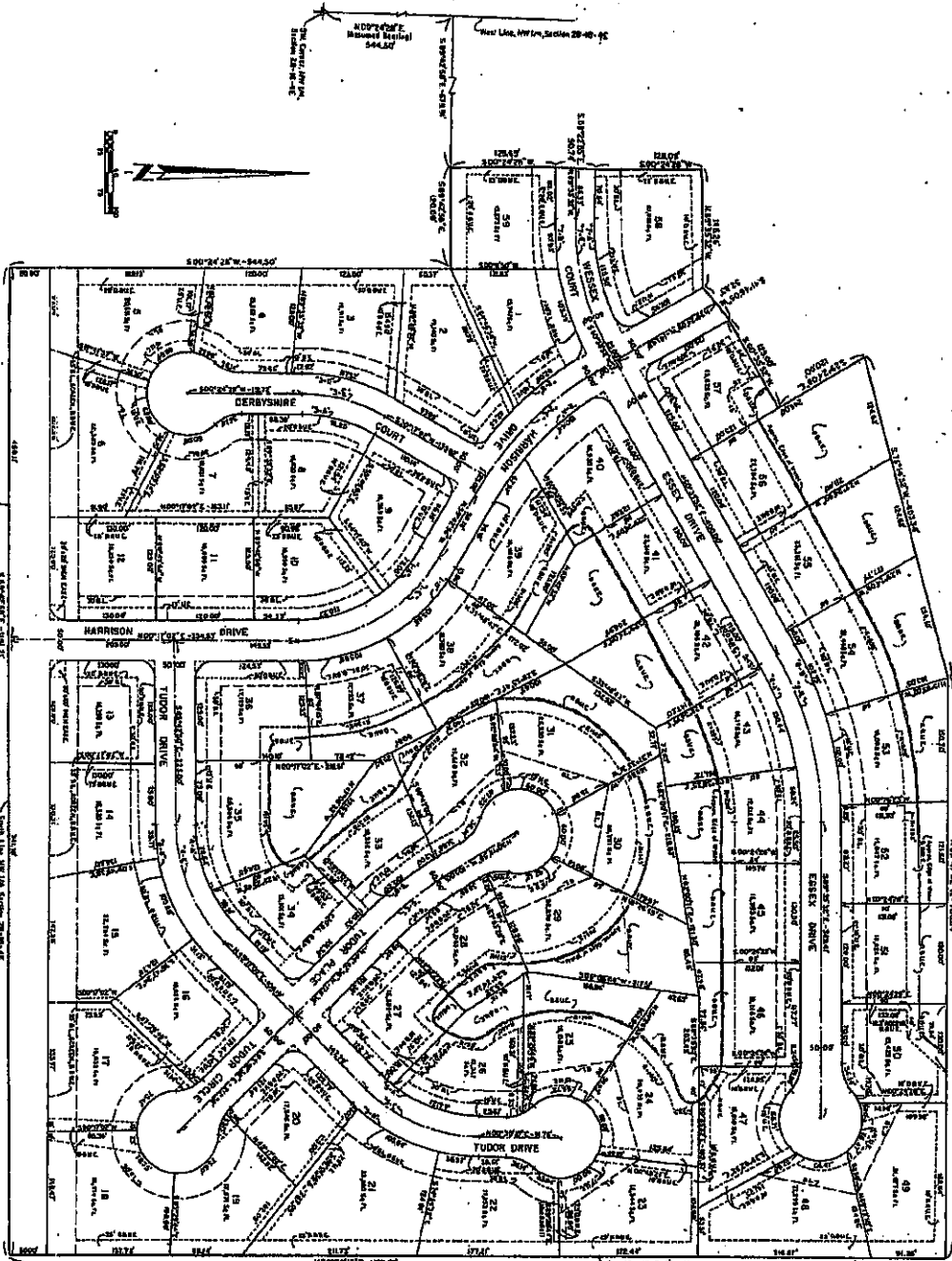
1100°30'16" E - 1153.61'

East Line, W1/2, E1/2, NW1/4, Section 28 - 18-4-E

FOR Release of Quick Claim of certain Utility Easement Rights See 9008587
Rec. 4-17-90

FOR Release of Variance See Inst. # 8727453 Recorded 7-28-87 for Consent to Encroachment
FOR Amendment See Inst. # 8781432, # 8781433, # 8781434, # 8781435
FOR Lot 39 See 9008585 Rec. 4-17-90 For Partial Release of Easement See 9008586 - Rec. - 4-17-90

BROOKSHIRE LAKES - SECTION ONE

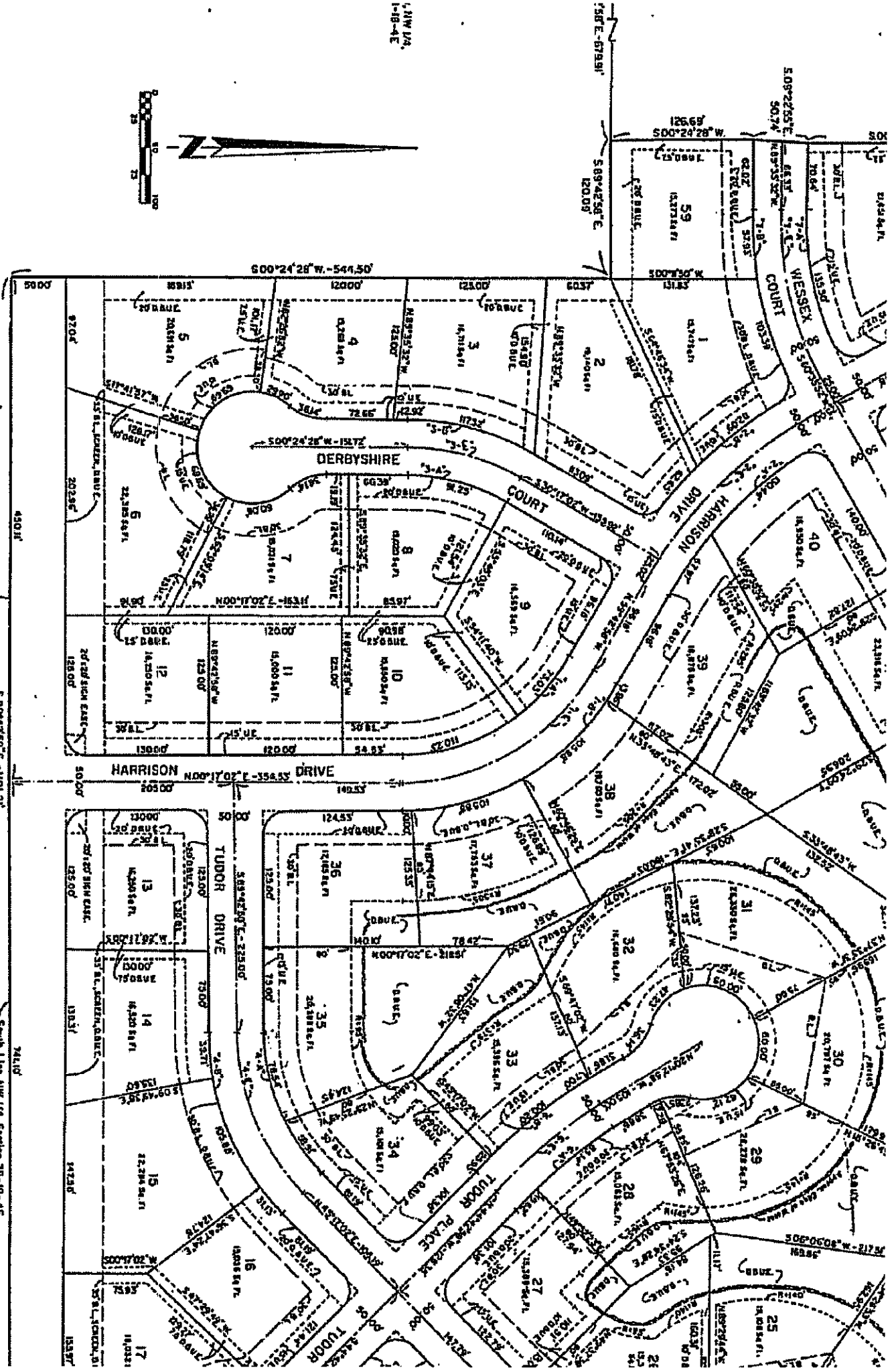


DUTY ENTERED FOR TAXATION
12th March 1973
R. J. [Signature]

3524

RECEIVED FOR RECORD
AT 10:00 AM
MAY 12 1973
MAY 12 1973
MAY 12 1973

1/4 NW 1/4, 1-18-4E



131st STREET

S.89°42'38"E - 1191.21'

South Line, NW 1/4, Section 28-18-4E

NOTE: Property lines at intersections are rounded by radii of 20 feet. However, dimensions shown are to the P.I. of the 20 foot radius.

8731434

AMENDMENTS TO RESTRICTIONS, LIMITATIONS AND COVENANTS
FOR BROOKSHIRE LAKES, SECTION ONE.

The undersigned, constituting a majority of the owners of lots 24-47 inclusive and lots 50-57 inclusive in Brookshire Lakes, Section One, do hereby amend the restrictions, limitations and covenants for Brookshire Lakes, Section One, in the following particulars:

That a new paragraph shall be added to said restrictions, limitations and covenants to read as follows:

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.

IN WITNESS WHEREOF, the owners of the majority of lots 24-47 inclusive and lots 50-57 inclusive in Brookshire Lakes, Section One, have caused the execution hereof this 4th day of August, 1987.

1 James L. Miller
 2 Charles R. Gouvic
 3 Joseph Stoffel
 4 Walter Masavage
 5 Barbara Collins
 6 Linda M. Landino
 7 Bill French
 8 Don Hinkle
 9 Edward J. Pappas
 10 Edith A. Koehler
 11 Lynne Branks
 12 David C. Baker
 13 David Marks
 14 Furgett Dees
 15 John Kirby
 16 Debra B. Eicher

10 H.M. Furbush, lot 43
Charles R. Gouvic
Joseph Stoffel
WALTER MASAVAGE
BARBARA COLLINS #32
LINDA M. LANDINO #27
Bill French #25
Don Hinkle #24
EDWARD J. PAPPAS #34
EDITH A. KOEHLER #36
Lynne Branks #37
DAVID C. BAKER #40
DAVID MARKS #41
FURGETT DEES 46
JOHN KIRBY 47
Debra B. Eicher 51

INSTR. #87 31434

923

**AMENDMENTS TO RESTRICTIONS, LIMITATIONS AND COVENANTS
FOR BROOKSHIRE LAKES, SECTION ONE.**

The undersigned, constituting a majority of the owners of lots 24-47 inclusive and lots 50-57 inclusive in Brookshire Lakes, Section One, do hereby amend the restrictions, limitations and covenants for Brookshire Lakes, Section One, in the following particulars:

That a new paragraph shall be added to said restrictions, limitations and covenants to read as follows:

9.3

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.

IN WITNESS WHEREOF, the owners of the majority of lots 24-47 inclusive and lots 50-57 inclusive in Brookshire Lakes, Section One, have caused the execution hereof this 4th day of August, 1987.

17 Wayne L. Wang
 18 W. Perry Gordon
 19 Sara Yau
 20 John S. Seckler
 21 AD Vrooman
 22 Gracie Mahas
 23 Pat McAvene
 24 Patricia T. Olson
 25 _____
 26 _____
 27 _____
 28 _____
 29 _____
 30 _____
 31 _____
 32 _____

WAYNE L. WANG #54
W. Perry Gordon #43
Sara Yau #55
John S. Seckler #56
AD Vrooman #57
Gracie Mahas #33
Pat McAvene #50
PATRICIA T. OLSON #28

REC'D
 FILED
 SEP 3 10 29 AM '87
 FBI

Prepared by Lee Medley Attorney at Law

8731434

8731433

AMENDMENTS TO RESTRICTIONS, LIMITATIONS AND COVENANTS
FOR BROOKSHIRE LAKES, SECTION ONE.

The undersigned, constituting a majority of the owners of lots 24-47 inclusive and lots 50-57 inclusive in Brookshire Lakes, Section One, do hereby amend the restrictions, limitations and covenants for Brookshire Lakes, Section One, in the following particulars:

That a new paragraph shall be added to said restrictions, limitations and covenants to read as follows:

In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the development, no fence of any type may be installed.

IN WITNESS WHEREOF, the owners of the majority of lots 24-47 inclusive and lots 50-57 inclusive in Brookshire Lakes, Section One, have caused the execution hereof this 4th day of August, 1987.

- 1 Jessie M. ...
- 2 Judith ...
- 3 Joseph ...
- 4 Walter ...
- 5 Linda M ...
- 6 Bill ...
- 7 Edward J ...
- 8 Edwin ...
- 9 Lynne ...
- 10 David ...
- 11 David ...
- 12 Everett ...
- 13 John ...
- 14 Wayne ...
- 15 W. Perry ...

- 1 Charles ...
- 2 JOSEPH ...
- 3 WALTER ...
- 4 LINDA M ...
- 5 Bill French #25
- 6 Edward J. Campbell #34
- 7 Edwin L. Koehler #36
- 8 Lynne Brooks #37
- 9 DAVID E BAKER #40
- 10 DAVID MARKS 41
- 11 EVERETT DEES 46
- 12 JOHN KIRBY 47
- 13 WAYNE L. WANG 54
- 14 W. Perry Gordon 43

INSTR. #87 31433

**AMENDMENTS TO RESTRICTIONS, LIMITATIONS AND COVENANTS
FOR BROOKSHIRE LAKES, SECTION ONE.**

The undersigned, constituting a majority of the owners of lots 24-47 inclusive and lots 50-57 inclusive in Brookshire Lakes, Section One, do hereby amend the restrictions, limitations and covenants for Brookshire Lakes, Section One, in the following particulars:

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IN WITNESS WHEREOF, the owners of the majority of lots 24-47 inclusive and lots 50-57 inclusive in Brookshire Lakes, Section One, have caused the execution hereof this 4th day of August, 1987.

17	<u>Sara Kay</u>	<u>Sara Kay #55</u>
18	<u>John C. Kroonman #56</u>	<u>John C. Kroonman #56</u>
19	<u>A. V. Kroonman #57</u>	<u>A. V. Kroonman #57</u>
20	<u>G. J. Mahas #53</u>	<u>G. J. Mahas #53</u>
21	<u>Pat McAvene #50</u>	<u>Pat McAvene #50</u>
22	<u>Patricia T. Olson #28</u>	<u>PATRICIA T. OLSON #28</u>
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32	_____	_____

REC-107
 10 29 11 1987
 SEP 3 10 29 11 1987
 SHI
 HAW

Prepared by Lee Medley Attorney at Law
 87 31433

9.3