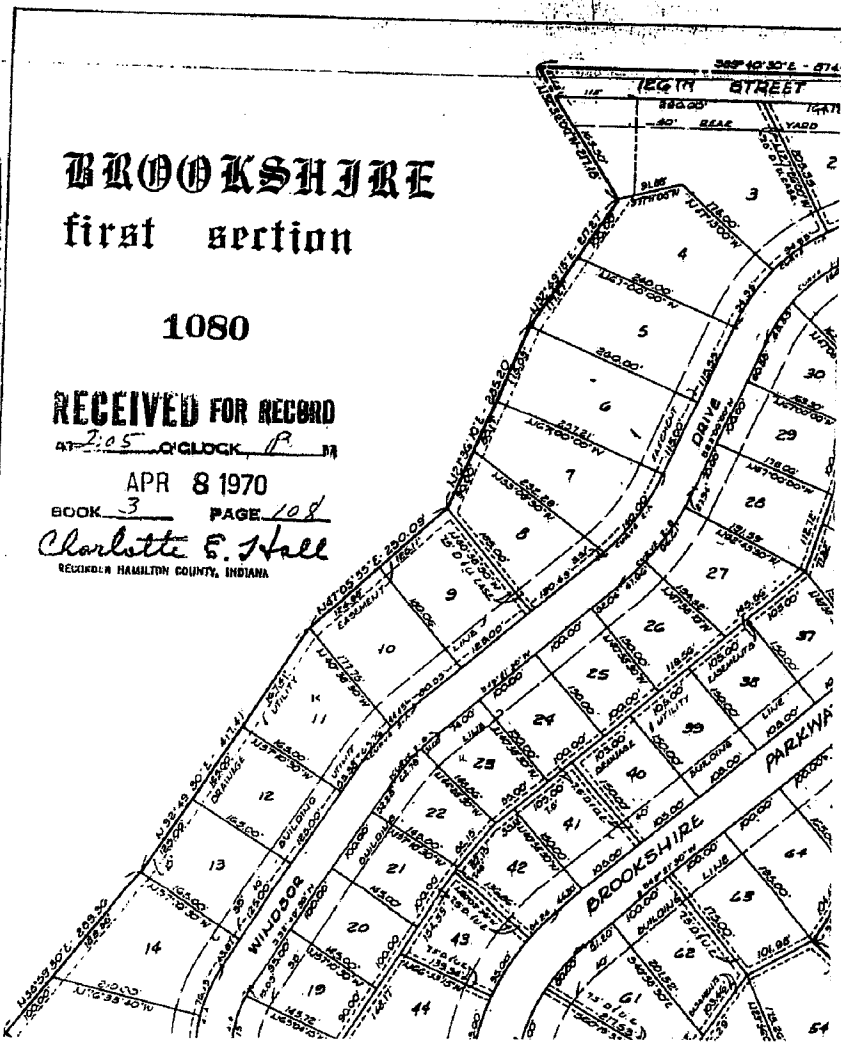
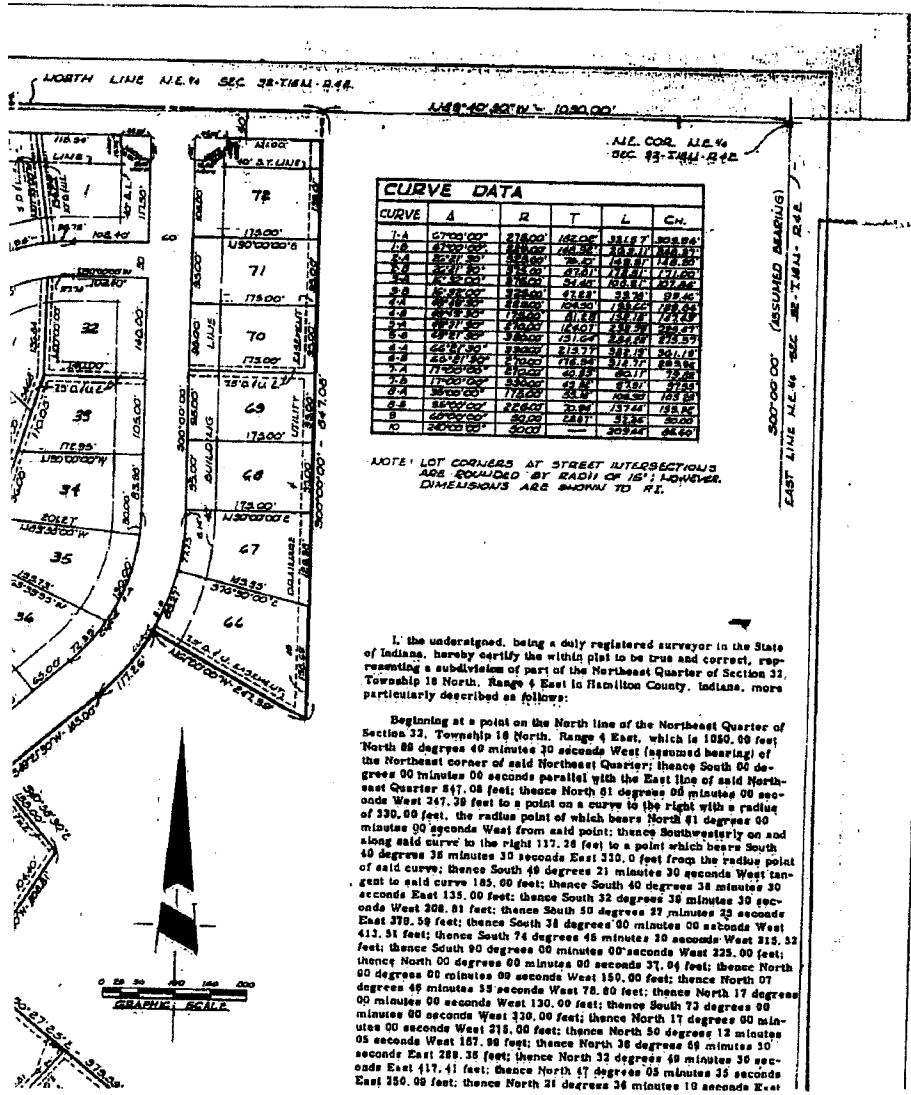


Hamilton
County

108.





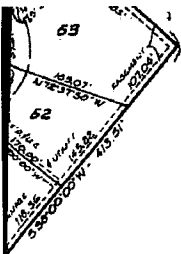
CURVE DATA

| CURVE | A | R | T | L | CH. |
|-------|----------|-------|---------|--------|---------|
| 1-A | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 1-B | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 2-A | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 2-B | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 3-A | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 3-B | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 4-A | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 4-B | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 5-A | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 5-B | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 6-A | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 6-B | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 7-A | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 7-B | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 8-A | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 8-B | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 9 | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |
| 10 | 2700.00' | 2100' | 152.00' | 34.87' | 104.84' |

NOTE: LOT CORNERS AT STREET INTERSECTIONS ARE LOCATED BY EACH OF THE FOLLOWING DIMENSIONS ARE SHOWN TO R.

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:

Beginning at a point on the North line of the Northeast Quarter of Section 32, Township 18 North, Range 4 East, which is 1050.00 feet North 88 degrees 40 minutes 30 seconds West (assumed bearing) of the Northeast corner of said Northeast Quarter; thence South 00 degrees 00 minutes 00 seconds parallel with the East line of said Northeast Quarter 547.08 feet; thence North 81 degrees 00 minutes 00 seconds West 247.38 feet to a point on a curve to the right with a radius of 230.00 feet, the radius point of which bears North 81 degrees 00 minutes 00 seconds West from said point; thence Southwesterly on and along said curve to the right 117.28 feet to a point which bears South 40 degrees 36 minutes 30 seconds East 310.0 feet from the radius point of said curve; thence South 49 degrees 21 minutes 30 seconds West tangent to said curve 185.00 feet; thence South 40 degrees 38 minutes 30 seconds East 135.00 feet; thence South 32 degrees 36 minutes 30 seconds West 308.81 feet; thence South 50 degrees 37 minutes 25 seconds East 379.59 feet; thence South 38 degrees 00 minutes 00 seconds West 413.51 feet; thence South 74 degrees 45 minutes 30 seconds West 215.32 feet; thence South 90 degrees 00 minutes 00 seconds West 225.00 feet; thence North 00 degrees 00 minutes 00 seconds 37.04 feet; thence North 60 degrees 00 minutes 00 seconds West 150.00 feet; thence North 07 degrees 49 minutes 18 seconds West 74.60 feet; thence North 17 degrees 00 minutes 00 seconds West 130.00 feet; thence South 33 degrees 00 minutes 00 seconds West 130.00 feet; thence North 17 degrees 00 minutes 00 seconds West 215.00 feet; thence North 50 degrees 12 minutes 05 seconds West 187.96 feet; thence North 38 degrees 49 minutes 30 seconds East 281.35 feet; thence North 32 degrees 49 minutes 30 seconds East 417.41 feet; thence North 47 degrees 05 minutes 25 seconds East 250.68 feet; thence North 21 degrees 36 minutes 19 seconds East



more: thence North 23 degrees 30 minutes 00 seconds West 217.18 feet to the North line of said Northeast Quarter; thence South 89 degrees 40 minutes 30 seconds East on and along aforesaid North line 874.44 feet to the place of beginning, containing 38.78 acres, more or less. Subject to all legal easements and rights-of-way.

This subdivision consists of 72 lots, numbered from 1 to 72, 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 5th day of March, 1970.

Allan H. Welke
Allan H. Welke, Reg. L. S. - Indiana #10388



8 April 1970
S. Melvin Featherston

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.

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.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and 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 Country Club".

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 way 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: *M. H. Slosson*
M. H. Slosson, President

Oliver R. Hughey, Jr.
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 appeared "Lumber Mart, Inc.", by M. H. Slosson and Oliver R. 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 6th day of April, 1970.

My Commission Expires MARCH 12, 1973
Wardens C Dalton
Notary Public WOODRUFF C 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 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:

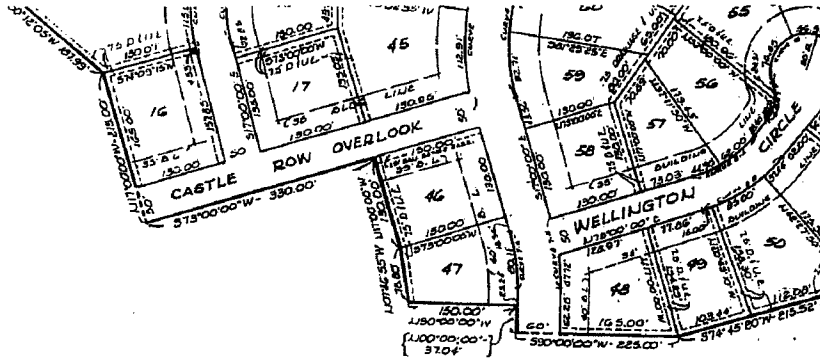
Adopted by the Town Plan Commission at a meeting held MARCH - 17 -, 1970.

CARMEL TOWN PLAN COMMISSION

James O. Lewis
President-James O. Lewis
Phyllis Cooper
Secretary-Phyllis Cooper



This instrument prepared by Allan H. Welke this 5th day of March, 1970.



The undersigned, LUMBER MART, INC., by M. H. Sloan, President, and Oliver R. Hughey, 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, 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 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 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 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 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 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.

Lots 1, 2, 3, and 72 shall gain access from Brookshire Parkway and Windsor Drive only. Driveways onto 126th Street from these lots will not be permitted, and the buildings on said lots shall face the interior streets.

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 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 said 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 "dunk to down" yard light in the front.

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 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.