

ALLEN... T. LASSER... ALLEN...
Hamilton County



The undersigned, LINDA MARY, INC. by M. H. Gleason, President, and Oliver A. Hingey, Secretary, owners of the real estate shown and described herein, do hereby certify that we have laid out, platted and subdivided, and do hereby lay out, 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 BIRCHWOOD, SECOND SECTION, a subdivision in Hamilton County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Fence 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 Drains and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, gas, light, ducts, lines and wires, subject at all times to the proper authorities and to the original parties referred. The 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 title subject to the right 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 of structure or facility necessary in use therein 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 hundred (100) 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 ten car size.

No trailer, A-frame, 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 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 fence shall not exceed 63 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.

not more than one building shall be erected or used for residential purpose 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 four-hundred (400) square feet in the case of a one-story structure, nor less than one hundred (100) 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 hundred eight hundred (180) 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, structure 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, tent 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 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 61 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 line of the extreme boundaries of the lots.

No structure in this subdivision, without special approval from Lumber Mart, Inc. shall exceed 2 1/2 stories or 35 feet in height measured from finish grade to the upper 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 vehicles which 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 "kick 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 hereto and as to the building with respect to topography and finished ground elevation by Lumber Mart, Inc., secretary of the board described and set forth in the subdivision plat. No building shall be erected on any lot upon any plan submitted to it for its approval within a period of fifteen (15) days from the expiration date of the term, the generally provided that with the building according to the plans as approved by Lumber Mart, Inc. nor the developer responsibilities shall be limited to any compensation for services performed pursuant to this agreement.

Lots 14c and 14d shall gain access from the candidate Parkway only. Driveways onto Gray Road from these lots will not be permitted, and the buildings on site lots shall face the candidate street.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to prevent such drainage by conduit, 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 a suitable incinerator.

Lot owners, upon taking title, agree to waive all rights to request 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. Termination 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 declared to be public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

OWNER AND SUBDIVIDER:

LUMBER MANUFACTURING COMPANY

By *W. H. Blason*
W. H. Blason, President

Oliver R. Haggerty
Oliver R. Haggerty, Secretary

STATE OF INDIANA

COUNTY OF HAMILTON

any 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. Lapse 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 those 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 declared to be public, and reserved to the several owners of the several lots in this subdivision and in their heirs and assigns.

OWNER AND SUBDIVIDER:

LUMBER MART, President

By M.H. Blason
M.H. Blason, President

Oliver R. Huggins
Oliver R. Huggins, Secretary

STATE OF INDIANA

COUNTY OF MADISON

SS

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared "Lumber Mart, Inc.", by M.H. Blason and Oliver R. Huggins, 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 27th day of August, 1910.

Henry P. Palle
Notary Public

My commission expires July 2, 1911

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 116-ACTS OF 1907, 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 August 18, 1910.

CARMEL TOWN PLAN COMMISSION

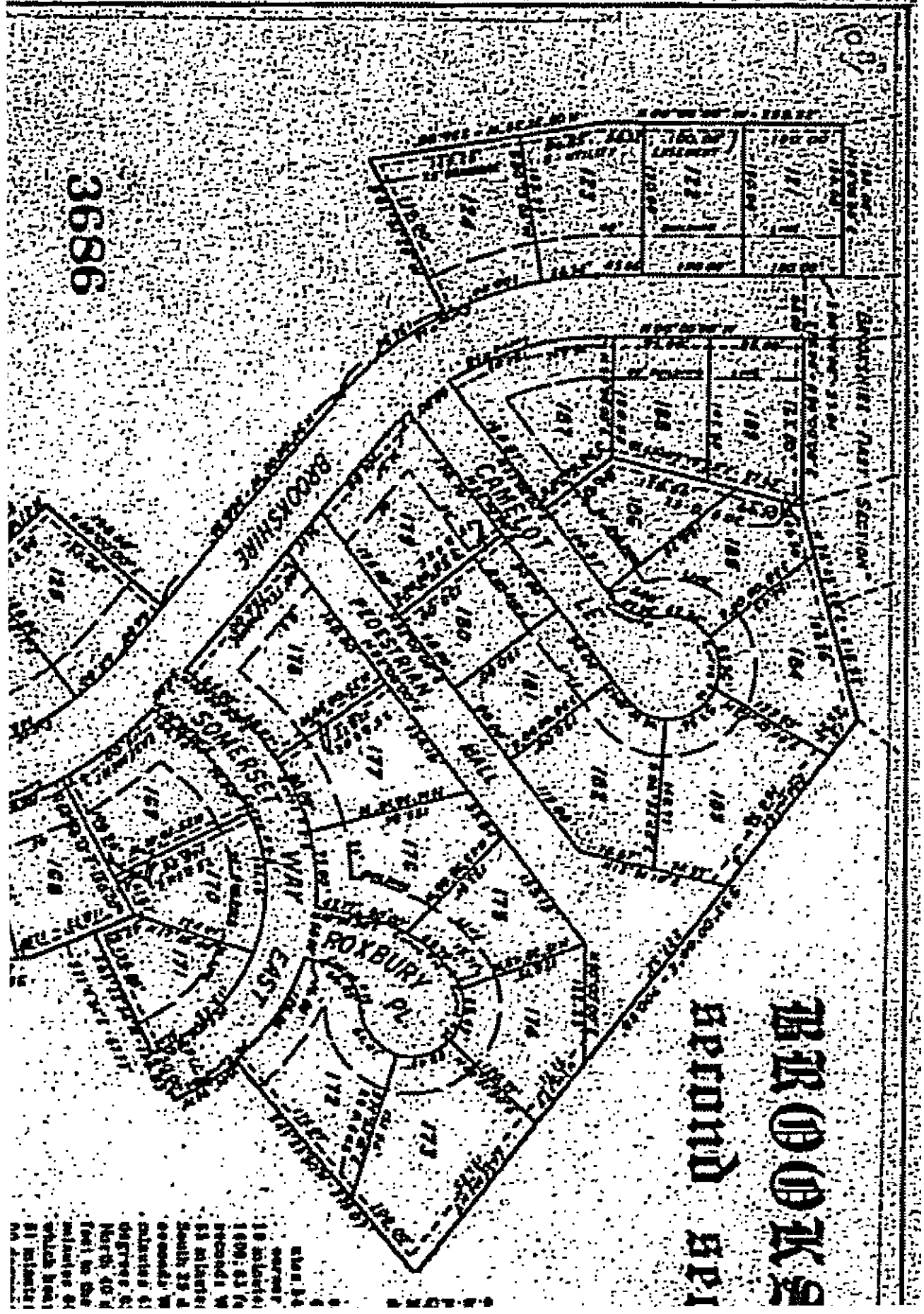
VIC. PRESIDENT Robert S. Clark
STEPHEN

SECRETARY William C. ...



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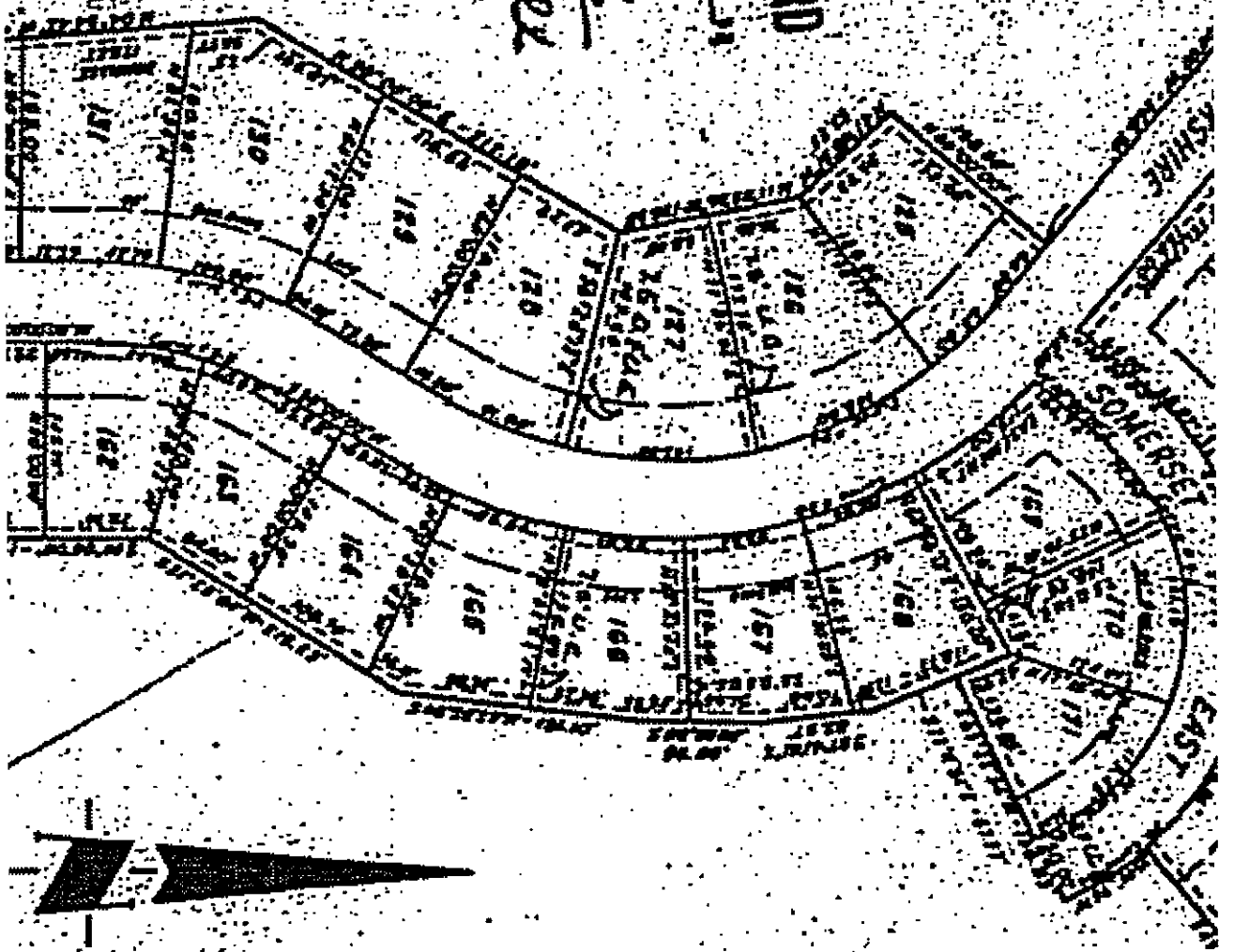
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BOOK 5 PAGE 116

Walter E. Hall

ALABAMA MAILBOX COUNTY, TOLSON



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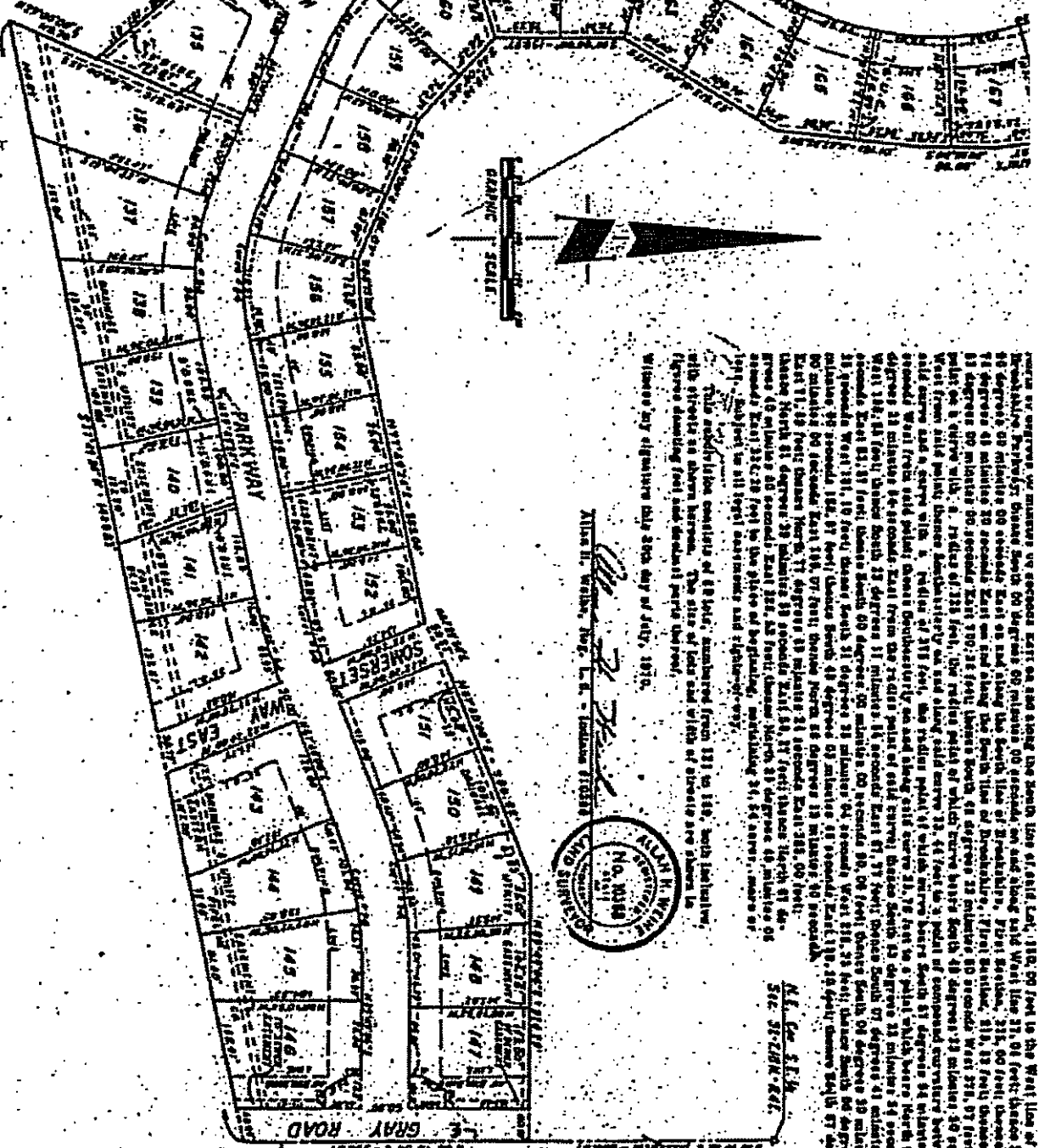
PAGE 116

E. J. Hall

UNIT 100000

ERED FOR TAX...
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Hamilton County

1570
Hamilton County



THIS SUBDIVISION consists of 33 lots, numbered from 125 to 157, with locations, with streets as shown hereon. The size of lots and width of streets are shown in figures showing feet and decimals parts thereof.

Witness my signature this 26th day of July, 1970.

Allen H. Wain, Mayor

ALLEN H. WAIN, Mayor
L. R. - Indiana Street

CLEAN H. WAIN
No. 1118
2111
AND SUPERVISOR

NE COR. S. E. 1/4
SEC. 31-TOWNSHIP

DEAN HART, INC., by M. H. Stassen, President, and Oliver R. Ruggley, Secretary, owners

In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to