DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE BRENTRIDGE ESTATES ASSOCIATION, INC.
AN INDIANA NOT-FOR-PROFIT CORPORATION

THIS DECLARATION made this 30 day of June, 1986, by Dennis E. Copenhaver and Deborah Copenhaver, hereinafter referred to alternatively as the "Developer" and/or "Declarant".

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain real property, hereinafter described, in White River Township, Johnson County, Indiana, and desires to create thereon a residential subdivision with easements, open spaces and other common areas and amenities for the benefit of the owners and residents of the homes in the subdivision; and

WHEREAS, the Developer desires to provide for the preservation of the values of the properties and amenities within the said subdivision and for the maintenance of the easements, open spaces and common areas and facilities, and to this end, desires to subject the real property described in this Declaration, together with such additions as may hereafter be made thereto, as provided herein, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is for the benefit of the said property and each owner thereof; and

WHEREAS, the Developer deems it desirable, for the efficient preservation of values and amenities in the subdivision, to create an entity in which title to the said areas will be vested eventually, to which should be delegated and assigned the power of maintaining and administering the said common properties, amenities and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has or will incorporate under the laws of the State of Indiana, as a not-for-profit corporation, The Brentridge Estates Association, Inc. for the purpose of exercising the above-mentioned functions, all as set forth herein.

NOW, THEREFORE, Dennis E. Copenhaver and Deborah Copenhaver declare that the said real estate described in Article II of this Declaration, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Corporation" shall mean and refer to The Brentridge Estates Association, Inc., an Indiana Not-For-Profit Corporation.

(b) "The Properties" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon The Properties and Contract Purchasers, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Subdivision" shall mean and refer to Brentridge Estates Subdivision as platted and approved by the Johnson County Plan Commission and the Johnson County Commissioners, Johnson County, Indiana.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration, is located in White River Township, Johnson County, Indiana, and is more particularly described as follows:

> Part of the Southwest quarter and Southeast quarter of Section 10, Township 13 North, Range 3 East of the Second Principal Meridian containing 46.034 acres, as more particularly described in the legal description attached hereto as Exhibit "A".

all of which said property shall hereinafter be referred to as "the Properties".

Section 2. Easements to Owners. Declarant hereby grants an easement in favor of each Owner for the use, enjoyment, and benefit of the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 3. Covenant to Convey Common Properties. Declarant hereby covenants and declares that all areas within the

Subdivision now owned by it which are not included in the definition of "Lot" and have not been dedicated to the public for street rights-of-way or other easement purposes, shall be conveyed to the Corporation as and for the Common Properties, at such time after Declarant has sold and conveyed ninety percent (90%) of the Lots in the Subdivision to initial Owners as, in the discretion of the Declarant, will be in the best interests of the Owners and the Subdivision, by a general warranty deed free and clear of all liens and encumbrances, except the lien of current taxes, rights-of-way, the provisions of these covenants and restrictions and other easements and restrictions of record. Declarant may, in its sole discretion, convey the said Common Properties to the Corporation prior to the sale and conveyance of ninety percent (90%) of the Lots in The Properties, should Declarant determine such conveyance to be in the best interests of the Owners and the Subdivision.

Section 4. Additions to the Properties. Additional lands may become subject to this Declaration in the following manner:

(a) Upon approval in writing of the Corporation pursuant to Article 6 of its Articles of Incorporation or any amendment thereof, the Owner of any property who is desirous of adding it to the jurisdiction of the Corporation, may file of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property. A Supplemental Declaration adopting by reference the provisions of this Declaration in its entirety shall be sufficient to conform with this Section. In addition, such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties

and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within The Properties.

(b) Upon a merger or consolidation of the Corporation with another corporation, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated corporation or, alternatively, The Properties, rights and obligations of another corporation may, by operation of law, be added to The Properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration with The Properties, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any Lot which is part of The Properties, or is party to a Conditional Sales Contract for the sale and purchase of any Lot, and which is subject by covenants of record to assessment by this Corporation shall be a member of the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Corporation shall have two (2) classes of voting membership:

Class A. Class A members shall be all those Owners as defined in this Article III, Section 1, with the exception of the Declarants. Except as otherwise set forth in the Articles of Incorporation, Class A members shall be entitled to one vote for

each Lot in which they hold the interest required for membership by this Article III, Section 1. When more than one person hold such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the undersigned Declarants-Developers and their successors in interest. The Class B members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III, provided, however, that the Class B membership shall be cancelled and cease to exist upon conveyance of the Common Properties from Declarant to the Corporation.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it within The Properties hereby covenants and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Corporation: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessment to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties including, but not limited to, the payment of taxes and insurance for the Common Properties, installation and maintenance of street lights, the grass cutting, yard maintenance and snow removal of the Common Properties, and adjacent street rights-of-way, payment of applicable utility charges and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties, right-of-way areas, and all recreational facilities located thereon, all as may be approved by the Board of Directors, from time to time.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1987, the annual assessment shall be _____ Dollars ($) per Lot owned by Class A members of the Corporation. From and after January 1st, 1986, the annual assessment may be increased by vote of the Board of Directors and members of the corporation, as hereinafter provided, for the next succeeding two (2) years and at the end of each such period of two (2) years for each succeeding period of two (2) years. Notwithstanding the foregoing, Lots within The Properties owned in fee by the Class B member shall not be subject to annual assessments as provided herein, however, the Developer shall participate in and contribute to the expense of maintaining the Common Properties and right-of-way areas, as may be reasonably required in the best interests of The Properties.

The Board of Directors of the Corporation may, after consideration of current maintenance costs and future needs of the Corporation, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Corporation may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of fifty one percent (51%) of each class of its membership, voting in person or by proxy (as defined and required in Section 6 below), at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, and provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of

consolidation in which the Corporation is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Corporation to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment

levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment, which resolution may authorize payment in equal installments no less often than monthly, provided the entire special assessment is paid during the calendar year to which it is applicable.

Section 8. Duties of the Board of Directors. The Board of Directors of the Corporation shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be mailed to every Owner subject thereto.

The Corporation shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Corporation, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Fund for Capital Expenditures. All sums assessed by the Corporation shall be determined and established by using generally accepted accounting principles approved on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and

facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas and facilities. The said fund for capital expenditures in repair and replacement of Common Areas and facilities shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Johnson County, Indiana. Assessments collected for contribution to this fund shall not be subject to Indiana gross income tax or adjusted gross income tax.

Section 10. Effect of Nonpayment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Corporation. If the assessments are not paid on the date or dates when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, successors and assigns. If, under Section 7 installment payments of special assessments have been authorized, then failure to pay any one installment within ten (10) days after the due date shall accelerate the payment of all installments and the entire unpaid balance of such assessment shall immediately become due and owing without further notice. The Grantee of any Lot in the Properties shall be jointly and severally liable with the Grantor for all unpaid assessments against the latter for his share of the Common Properties' expenses, as herein provided, incurred up to the time of the conveyance, without prejudice, however, to the Grantees' right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Corporation setting forth the amount of unpaid assessments

against the Grantor and such Grantee shall not be liable for, nor shall the Lot so conveyed be subject to a lien for any unpaid assessments against the Grantor in excess of the amount certified by the Corporation to the Grantee.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 12. "Junior Lien" Provision. If any promises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of

foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure on the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu Grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE V

INCORPORATION OF PLAT RESTRICTIVE COVENANTS

The Developer has caused to be executed and placed of record with the Recorder of Johnson County, Indiana, certain Restrictive Covenants governing construction upon and the use of all Lots within The Properties; and here declares that those said Restrictive Covenants of Brentridge Estates, Section I, and all subsequent restrictive covenants recorded in connection with the platting of subsequent sections of Lots within The Properties are hereby incorporated in this Declaration and thus may be enforced by the undersigned and the Corporation as these Covenants are enforced.

ARTICLE VI

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarants, the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns and The Brentridge Estates Association, Inc., for a term of thirty-five (35) years from the date this Declaration is recorded, after

which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Developer, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Payment of Fees and Expenses of Litigation. Class A members and others acting for, on behalf of, or through any Class A member violating the terms and restrictions of these Covenants shall be responsible for and pay all professional fees and expenses for any litigation, arbitration or other proceedings, including negotiations, and time and services otherwise incurred in enforcing the terms and provisions of this Declaration and/or the Restrictions of the Plat of Brentridge Estates and the collection of assessments and other sums due by these provisions.

IN WITNESS WHEREOF, the Declarants, Dennis E. Copenhaver and Deborah Copenhaver, have caused this document to be executed the day, month and year first mentioned above.

Dennis E. Copenhaver

Deborah Copenhaver

STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Dennis E. Copenhaver and Deborah Copenhaver, who executed the within Declaration stating that the representations therein contained are true and correct to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal this 30th day of June, 1986.

Notary Public

My Commission Expires:
2-13-87

County of Residence: Johnson

This Instrument Prepared By:
Michael J. Kias
FORBES, KIAS & PENNAMPED, P.C.
131 East Ohio Street
Indianapolis, IN 46204
Phone: (317) 634-7094

LEGAL DESCRIPTION
PER SURVEY BY WAJ 8-84

A part of the Southwest quarter and Southeast quarter of Section 10, Township 13 North, Range 3 East of the Second Principal Meridian, White River Township, Johnson County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Southwest quarter, said point marked by a railroad spike set, from previous survey notes; thence North 89 degrees 59 minutes 30 seconds East along the North line of said Southwest quarter 2716.35 feet to the Northeast corner of said Southwest quarter, said point marked by a concrete nail set in the concrete base of a corner fence post; thence South 89 degrees 52 minutes 13 seconds East along the North line of said Southeast quarter 206.85 feet to a point, marked by an iron pin set; thence South 01 degree 56 minutes 15 seconds East 699.31 feet to a point marked by an iron pin set; thence North 89 degrees 52 minutes 13 seconds West parallel to last said North line 228.55 feet to a point on the West line of said Southeast quarter, said point marked by an iron pin set; thence South 89 degrees 59 minutes 30 seconds West parallel to the North line of said Southwest quarter 2551.75 feet to the Southeast corner of the tract conveyed from Harry E. and Louise N. Bodine to James D. and Lorre Ellen C. Bodine per instrument recorded in Deed Record 103, page 158, said point marked by an iron pin set; thence North 0 degree 08 minutes 00 seconds West along the East line of said tract 275.00 feet to the Northeast corner of said tract, said point marked by an iron pin set; thence South 89 degrees 59 minutes 30 seconds West along the North line of said tract 165.00 feet to the Northwest corner of said tract, said point also being on the West line of said Southwest quarter, said point marked by a PK nail set; thence North 0 degrees 08 minutes 00 seconds West along said West line 423.86 feet to the Point of Beginning, containing 46.034 Acres, more or less, subject to all highways, rights of way, easements and restrictions of record.

EXHIBIT "A"

Jun 30 4 29 PM '86

RECEIVED FOR RECORD
BOOK 58 PAGE 563
S. KATHRYN PITTS
JOHNSON COUNTY RECORDER

3550

7488

DEVELOPMENT STANDARDS, PLAT RESTRICTIONS
AND COVENANTS FOR BRENTRIDGE ESTATES,
ALL SECTIONS, A RESIDENTIAL SUBDIVISION
IN WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

The undersigned, Dennis E. Copenhaver and Deborah Copenhaver, as fee simple owners of the real estate described in the attached plat, do hereby lay off, plat and subdivide the said real estate in accordance with the attached plat and certificate thereon.

This subdivision shall be known as Brentridge Estates.

All streets, sidewalks and common areas not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Strips" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences and sidewalks, shall be built, erected or maintained on said "Utility and Drainage Strips".

There are strips of ground marked "Drainage Easement" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created, and subject at all times to the proper authorities and the easement hereby created and no permanent structure of any kind shall be built, erected or maintained on any such "Drainage Easement".

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one (1) detached single family dwelling not to exceed two (2) stories in height and an attached private garage for not less than two (2) or more than three (3) cars. Carports with open sides shall not be permitted. All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways shall be permitted.

2. All dwellings constructed upon any lot in this development shall conform to the following minimum living area requirements, to-wit: a) the ground floor living area of all single story dwellings shall contain not less than 1,800 square feet (exclusive of one (1) story open porches and garages and other areas not considered living area). No two (2) story dwellings shall contain less than 1,200 square feet of living area on the ground floor and all two (2) story dwellings shall contain at least 1,200 square feet of living area on each floor. b) in addition to conforming with the above square footage

requirements, the elevations and floor plans proposed by the lot owner must be approved and determined by the Architectural Control Committee to be particularly suited to the lot and compatible with the theme of the development and the adjacent dwellings.

Notwithstanding compliance with the foregoing minimum living area requirements, the Building Commissioner of Johnson County, Indiana, shall not issue an Improvement Location Permit or Building Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be in substantially the following form, by example, to-wit:

THIS SITE AND BUILDING PLAN FOR LOT ____ IN BRENTRIDGE ESTATES, SECTION ____, HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ (name of the building contractor) AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, AS REQUIRED BY THE PLAT OF BRENTRIDGE ESTATES.

BRENTRIDGE ESTATES ARCHITECTURAL CONTROL COMMITTEE

By_____

3. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back as shown on the recorded plat. No building shall be located nearer than 10 feet to a side yard line, and the total side yard set-back (both sides) must be at least 25 feet. No building shall be erected closer than 20 feet to the rear lot line, unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design. No garage or storage building may be constructed separate and apart from the main dwelling.

4. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure with all existing trees identified and ground floor elevations specified thereon, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations and existing trees and foliage. No fence or wall or mail box and post shall be erected, placed, or altered on any lot or within the development, unless previously approved by the Architectural Control Committee in writing. Approvals shall be as provided in paragraphs 2 and 7 of these Covenants. The Architectural Control Committee must also approve the owner's plan for preserving existing trees and foliage prior to the commencement of any work on the property. It shall be the lot owner's responsibility to comply precisely with all building and site finish ground elevations as finally required and approved by the Johnson County Drainage Board and as evidenced upon the final construction plans for the development of Brentridge Estates.

Notwithstanding compliance with all minimum development standards as required by applicable ordinances and the covenants and restrictions of this plat, no construction shall commence upon any lot in this development unless the Architectural Control Committee or its designee shall have first approved in writing the building contractor selected by the lot owner for the construction.

5. The Architectural Control Committee shall be composed of three (3) members, appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Covenant. The Committee shall serve at the discretion of the undersigned.

6. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within ten (10) days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

7. With approval of the Architectural Control Committee, and wherein the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.

8. Certain additional rights, obligations, and restrictions of use are placed upon each lot, and the owners thereof, and the common areas within the plat of Brentridge Estates. These rights, obligations, and restrictions are embodied in a document entitled "Declaration of Covenants and Restrictions for the Brentridge Estates Association, Inc., an Indiana Not-For-Profit Corporation", which Association is formed for the purposes of: 1) maintenance of street lighting; 2) maintenance of all common areas within Brentridge Estates, all sections; 3) maintenance of all entryways and rights-of-way and landscaping thereon; 4) maintenance of bicycle and jogging paths; and 5) performing all other functions necessary and in the best interests of the owners and properties within Brentridge Estates. The said Declaration has been recorded concurrently with the recordation of this plat, as Instrument Number _____, in the office of the Recorder of Johnson County, Indiana, and it shall bind all lots and the owners thereof by its terms and restrictions, as do these Covenants.

9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All dwellings shall contain a

garbage disposal unit. Outside trash burners shall not be permitted; all residences shall contain a trash masher and any garbage cans or receptacles maintained outside the structure shall be screened from view of all adjacent properties.

11. No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder to advertise the property during the construction period, as approved by the developer. Signs advertising property for sale or rent are specifically prohibited. Violation of this sign restriction will result in Fifty Dollars ($50.00) per day liquidated damages payable to the developer until such time as the homeowners association owns and is responsible for the maintenance of the common areas, at which time such liquidated damages shall be payable to the said association. The developer and/or association shall provide all signs deemed appropriate by the Architectural Control Committee advertising properties for sale, which signs shall be uniform in design and placed as the Committee shall determine proper.

12. No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any lot. All propane tanks must be concealed.

13. No animals, livestock or poultry of any kind 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 any commercial purpose.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, masts, towers or satellite dishes of any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Architectural Control Committee. No trash or building materials may be burned or buried on any lot within the development and all lots shall be kept clean at all times during construction. Dumpsters shall be used and located on each lot during any construction with all trash and excess materials stored therein and removed daily.

15. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No driveway shall be located within forty (40) feet of the intersection of two (2) street lines. All lots fronting on and having direct vehicle access to Morgantown Road shall provide, in addition to the paved driveway required herein, adequate paved driveway area for vehicle turn around on the lot. Sidewalks shall be constructed as required by the sidewalk plan approved by the Johnson County Plan Commission, which construction shall be the responsibility of the Developer. All sidewalks shall be completed at such time as the driveway on the lot is constructed, and in accordance with final construction plans, as approved by Johnson County.

16. Each lot shall be kept in a neat and pleasing manner, with the grass mowed when necessary to maintain a growth of six (6) inches or less at all times. Campers, recreational vehicles or boats or any kind may not be stored or parked on any lot outside the main dwelling or garage. All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within lot setback lines, and must be approved by the Architectural Control Committee prior to location on the premises. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance.

17. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and the Johnson County Department of Health and will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. Geo-thermal systems shall be approved by all applicable agencies prior to installation. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and esthetic quality prior to construction. Owners are hereby advised that such systems are generally discouraged and will not be approved unless their design blends esthetically with the structure and adjacent properties. All outdoor air conditioning units shall be screened from view. No mailbox shall be erected or maintained on any lot or within the development without prior approval of the Architectural Control Committee. The mailboxes throughout the development are intended to be uniform in design and color and will be specified by the developer.

18. Any field tile or underground drain which is encountered in construction of any improvements within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

19. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.

20. The finished yard elevations at the house site on lots in this subdivision shall be not lower than the elevations shown on the general development plan. The lot owner shall be solely responsible for maintaining all finished grade elevations in accordance with the approved development plans and shall bear the cost of all grading, seeding or other improvements necessary to bring the lot into compliance with these Covenants and the approved development plan.

21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, shall not be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Johnson County Drainage Board and the Architectural Control Committee. Property owners must maintain these swales as sodded grass areas, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches

only when appropriately sized culverts or other approved structures have been permitted by the Johnson County Drainage Board and the Architectural Control Committee. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for said action and will be given ten (10) days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board and/or the developer or Architecutral Control Committee, will cause said repairs to be accomplished, and the statement for costs of the said repairs will be mailed to the offending property owner whose responsibility it shall be to pay all of such costs upon receipt of the statement. Upon the completion of the initial construction of a residence upon any lot within this development, the building contractor responsible for such construction shall be required to provide an Affidavit of Compliance with the requirements of this plat, the Indiana Drainage Code of 1965 and the applicable Johnson County Ordinances, which Affidavit shall be submitted to the Architectural Control Committee, and the office of the Johnson County Plan Commission and/or the Johnson County Commissioners.

22. All construction commenced on any lot within the development shall be completed within one hundred twenty (120) days, unless circumstances beyond the reasonable control of the builder and/or owner prevent such. The undersigned and/or Association shall have standing and authority to seek an injunction or order for the removal of all materials and partially completed structures in violation of this Covenant.

23. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

24. These restrictions are hereby declared to be Covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after fifteen (15) years following the date of recordation, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said Covenants in whole or in part.

25. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any Covenants either to restrain violation or to recover damages. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the Covenants shall not be considered as a waiver of the right to enforce any Covenant herein, thereafter.

WITNESS my hand and seal this 30 day of June, 1986.

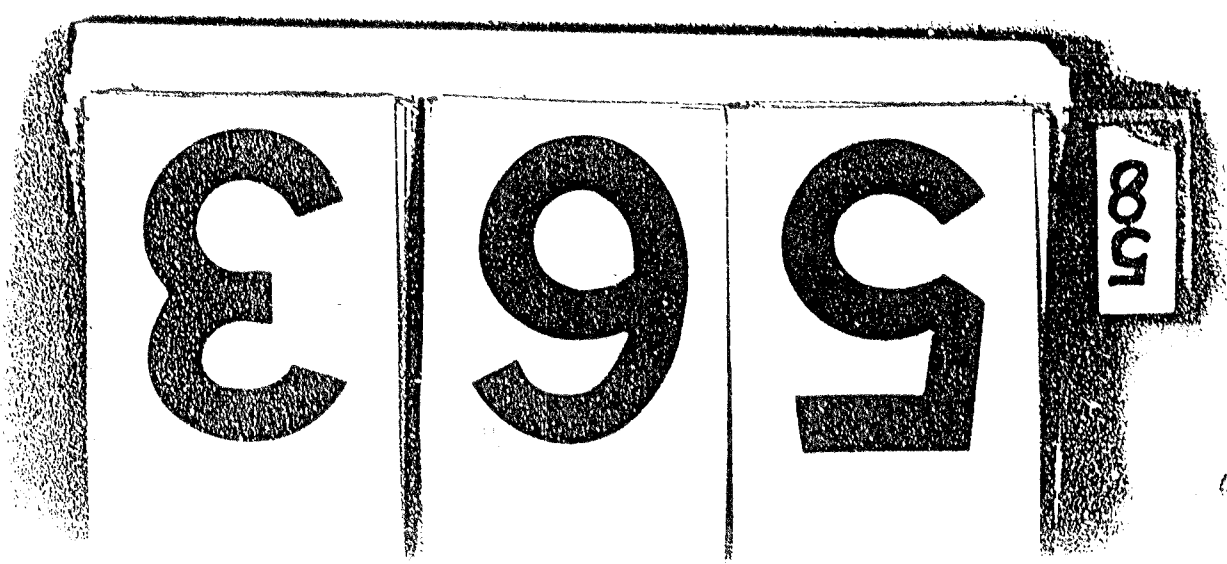
By Dennis E Copenhaver
Dennis E. Copenhaver

By Deborah Copenhaver
Deborah Copenhaver

STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Dennis E. Copenhaver and Deborah Copenhaver, who acknowledged execution of the foregoing, stating that the representations contained therein are true and correct to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal this 30th day of June, 1986.

Dawn A Bynum
Dawn A Bynum Notary Public

My Commission Expires: 2-13-87 County of Residence: Johnson