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Subdivision Covenants and Restrictions

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COVENANTS, CONDITIONS AND RESTRICTIONS

BRENTWOOD VILLAGE

The undersigned, Langston Development Company, Inc., an Indiana Corporation (hereinafter referred to as the " Developer"), the owner of the real estate shown and described herein, do hereby certify that they 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, shall be run with the land contained in such plat and are recorded as Instrument # 9561116 in the Office of the Hamilton County Recorder.

This subdivision shall be known and designated as Brentwood Village subdivision in Hamilton County, Indiana (hereinafter referred to as the "Development"). All streets shown and not heretofore dedicated are hereby dedicated to the public

DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Brentwood Village Development Control Committee, composed of three members appointed by the developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer The Developer may at its sole option, at any time hereafter relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the Brentwood Village Property Owners Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in Article II herein.

C. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Developer or the Association, by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

D. "Builder" shall mean one who acquires a lot directly from the developer for the purpose of building a single family dwelling on it for immediate re-sale of lot and dwelling together.

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RECORDER HAMILTON CO.

ARTICLE I

Section 101. Property Lines and Lot Dimensions

The front and side yard building setback lines are hereby established; between which line and the property lines of the street, there shall erected or maintained no building or structure. The front setback shall be a minimum of thirty (30) feet and the minimum back setback shall be thirty (30) feet. Side setbacks shall be a minimum of twelve (12) feet each side excluding elements such as fences, walls, and trellises, with the exception of lots 3,4,12,17,18,19,26,27,28,29,37 and whose side setback shall be ten (10) feet.

No lot or combination of lots may be further subdivided until approval therefore has been obtained from the Westfield Planning Commission; excepting, however, the Developer and its successors in title shall have the absolute right to increase the size of any lot by joining to such lot a section of an adjoining lot (thereby decreasing the size of such adjoining lot) so long as the effect of such joining does not result in the creation of a "lot" with frontage of less than One Hundred (100) feet at the front setback building line or less than twelve thousand (12,000) square feet, with the exception of 12 lots whose frontages shall no less than eighty (80) feet at the front setback line and no less than twelve thousand (12,000) square feet.

Section 102. Easements

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, which are 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 public utilities.

Areas shown on this plat and marked as Detention/ Retention shall be recorded as drainage easements, reserved for the installation and maintenance of storm sewer structures and subject at all times to proper City and/or County authorities and the easement herein reserved. These areas shall be maintained free of weeds, trash or other obstruction by the homeowner or Homeowner's Association.

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Section 103. Lot Use

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. All plans for such structures are to be submitted to the Committee for approval prior to any construction.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision. No trailer, tent, shack, attached shed, basement, garage, barn, or other out-building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage erected or used as an accessory to a residence in this subdivision shall be of permanent construction and shall conform to the general architecture and appearance of such residence. Any accessory structure or home addition must first be approved by the Committee before it is to be erected.

Section 104. Structure Dimensions

The ground level area of the main structure, exclusive of one-story open porches, terraces and garages, shall not be less than one thousand six hundred (1,600) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet with a minimum of one thousand six hundred (1,600) total square feet in the case of a one and one half story structure, nor less than eight hundred (800) square feet with a minimum of one thousand six hundred (1,600) square feet in the case of a two story structure. All garages shall be attached to the residence dwelling and be a minimum of two (2) car size.

No structure in this subdivision, without special approval from the Committee, shall exceed two and one-half (2 1/2) stories or twenty-five (25) feet in height measured from finished grade to the underside of the eave line.

Section 105. Structure Character and Appearance

All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building or any lots of said subdivision and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots. All homes exterior colors including but not limited to shingles, paint, and brick must be approved by the Committee. All driveways from the street to the garage shall be concrete or asphalt.

Section 106. Sidewalks

Plans and specifications for this subdivision, on file with the Westfield Planning Commission, require the installation of concrete sidewalks within the street rights-of-way in front of all lots as shown on the approved plans. Installation of said sidewalks shall be the obligation of the builder of any such lot, exclusion of the Developer, and shall be completed in accordance with said plans and specifications and the cost of said installation shall be a lien against any such lot enforceable by the Planning Commission or its successor agency.

Section 107. Fences

All fences erected in this subdivision must meet the specifications of the Developer or Committee. No fence shall be erected in this subdivision without prior written approval of the Developer or Committee. No fences shall be constructed in areas designated for Retention or Detention nor shall fences be constructed in the Floodway.

Section 108. Yard and Other Equipment

Geo-thermal heat pumps shall be of the closed loop type only.

All lot owners will be required to instal at least a $1,000 landscape package. This package is to include hydro-seeded front and side yards and the planting of bushes and two trees, at the minimum.

Lot owners must install or have installed at least one photo-cell controlled exterior garage coach light and mailbox in the front yard by the time the construction of the home on the lot is complete. The design of the exterior garage light and mailbox is subject to the approval of the Committee. The Committee may require, for the purpose of uniformity and appearance, that the mailbox be purchased from the Developer or its designee.

No clothesline or clothes poles, or any other free- standing semi-permanent poles, rigs or devices, regardless of purpose, shall be constructed, erected or located or used on any lot.

No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot or one (1) sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by a builder to advertise the property during the construction and sales periods are exempt from this requirement.

No radio or television antenna on outside of roof shall be attached to any dwelling house. No free standing radio or television antenna, television receiving disk or dish shall be permitted on any lot, with the exception of a television reception disk eighteen (18) inches or smaller upon approval of the Committee. No solar panels attached or detached shall be permitted.

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Section 109. Placement of Vehicles or Equipment

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 on any lot except within a garage or other approved structure.

Section 110. Drainage of Storm or Other Water

In the event storm water drainage from any lot 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 rain or storm water runoff or such things as roof water, street pavement or surface water caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewer System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 111. Unacceptable Activities

No noxious, unlawful or other offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 112. Animals

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.

Section 113. Use and Maintenance of Lots

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, grass clippings, garbage or other waste and such rubbish or trash 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, the Developer and Homeowners Association 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 and Homeowners Association for the expense incurred in so doing.

Section 114. Architectural Control Committee

The Committee shall regulate size, type, external design, appearance, use, location and maintenance of any lands subject to these Covenants and Restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

No building, fence, wall or other improvement of any kind shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the committee by the owner of the lot. The manner of application shall be in the form as prescribed from time to time by the Committee, and shall be accompanied by two sets of plans and specifications. Such plans shall include plot plan showing location of proposed improvements, specification of all exterior materials and colors and any proposed

landscaping. In the event said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 115. Enforcement of Restrictions and Conditions

The Developer, and any owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Developer, or by 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.

In the event the Developer or owner shall be successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien or charge now or hereinafter imposed by the provisions of the Restrictions, Covenants, Limitations, Easements and Approvals appended to and made a part of the Plat of the community, it shall be entitled to recover from the party against whom the proceeding was brought all of the attorneys' fees and related costs and expenses it incurred in such proceeding.

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.

Section 116. Invalidation of Covenant

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

Section 117. Term of Covenants and Restrictions

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 twenty-five (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 75% of the then owners of the buildings covered by these covenants or restrictions in whole or in part.

Section 118. Waiver of Rights to Remonstrate

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plan of Brentwood Village. No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Westfield.

Section 119. Ownership, Use, Enjoyment, and Maintenance of Commons.

"Commons and "Commons Area" shall mean those areas set aside for conveyance to the Association, as shown on the plats as Blocks A, B, and C. Any commons depicted on the recorded plats of the Development shall remain private, and neither the Developer's execution of recording of the plats nor the doing of any other act by the Developer is, or is intended to be, a dedication to the public of the commons. Ownership of any of the Commons shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer at the time of conveyance deems appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall be members thereof from time to time.

Developer shall be responsible for improving and or maintaining all Common Areas until such time as the Commons are conveyed to the Association at which time the Association shall be responsible for the maintenance and repair of the Commons.

Section 119A. Ownership and Maintenance of Block D.

Where Lots gain their access thru Block D and the lot owners of lots abutting said Block shall own equal and undivided interest in said Block as tenants in common, and it shall be the obligation of each owner in common with the other lot owners abutting said Block to contribute an equal share of the cost of maintenance of said Block. Where a majority of the abutting lot owners of Block D elect to repair such area and one or more lot owners fails to pay their allocable share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana against any such lot and the owner thereof and recover the full assessment owned together with interest from the due date and reasonable attorney's fees. The private drive / cul-de-sac may contain utilities (private or public) to

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serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for drives. Lots 10,11,12 and 13 are the lots so served. Block D shall also be considered a Utility Easement.

ARTICLE II
Brentwood Village Homeowners Association

There has been or will be created, under the laws of the State of Indiana, not-for-profit corporation to be known as the " BRENTWOOD VILLAGE PROPERTY OWNERS' ASSOCIATION.

Section 201. Membership in Association

Each lot owner shall, automatically upon becoming an owner, be and become a member of the Association and shall remain a member until such time as his ownership of a lot ceases. Membership in the Association shall terminate when such owner ceases to be an owner and will be transferred to the new owner of his lot; provided, however, that any person who holds the interest of an owner in a lot in this subdivision merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an owner and a member of the Association.

Section 202. Voting Rights

The Association shall have the following classes of membership, with the following voting rights:

a. **Class A.** Class A members shall be all owners except Class B members. Each Class A member shall be entitled to one (l) vote for each lot of which such member is the owner with respect to each matter submitted to a vote of the members upon which the Class A members are entitled to vote. When more than one (l) person constitutes the owner of a particular lot, all such persons shall be members of the Association, but all of such persons shall have only one (l) vote for such lot, which vote shall be exercised as they among themselves determine. but in no event shall more than one (l) vote be cast with respect to any such lot.

b. **Class B.** Class B members shall be Developer and all successors and assigns of Developer designated by Developer as Class B members in a written notice mailed or delivered to the President of the Association. Each Class B member shall be entitled to five (5) votes for each lot of which it is the owner and five (5) votes for each individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the subdivision, or any part thereof, of which it is the owner (either as to the entire numbered parcel or any part thereof) which is not a "lot" as defined in this declaration of Covenants, Conditions and Restrictions, on all matters requiring a vote of the members of the Association. The Class B membership shall cease and terminate upon the first to occur of (i) the date upon which the written resignation of the Class B members as such is delivered to the President of the Association, (ii) the date Developer no longer owns any lots nor any portion of any individually numbered parcel of land shown upon and identified as a lot on, any recorded subdivision plat of the subdivision, or any part thereof, or (iii) January l, 1999, (the "Applicable Date").

After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B member shall be entitled to one (l) class A membership for each lot owned and for each individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the subdivision, or any part thereof, of which it is then the owner (either as to the entire numbered parcel or any part thereof) which is not a "Lot" as defined herein.

c. **Special.** Until the Applicable Date, there shall be three (3) additional Special members of the Association, being the persons from time to time appointed by Developer to serve on the Architectural Control Committee, pursuant to Section 114 of Article I hereof. Persons who are Special members shall not be deemed or considered members of the Association nor owners of lots for any purpose other than to qualify to act as members of the Architectural Control Committee Special members shall have no voting rights on any matters submitted to a vote of the members (unless such Special member is also a Class A member, in which event his voting rights shall be governed by subsection (a) of this Section).

Section 203. Functions

A. The Association shall maintain the entrance landscaping, signage and the landscape easements shown on the plat (s) and shall keep such area in a neat, clean and presentable condition at all times.

B. The Association shall maintain and repair the Common Areas shown on the plat (s) including improvements thereon.

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C. The Association shall maintain the water retention areas shown on the plat (s) as part of the overall drainage system to serve the development.

D. The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance and such other insurance as it deems necessary or advisable.

E. The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

F. Owning all Common Areas when deeded to and paying taxes and assessments levied and assessed against, and payable with respect to, the Common Areas and paying any other necessary expenses and costs in connection with the Common Areas

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Section 204. Assessments

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer and Builder, by acceptance of a deed therefor, whether or not it shall be expressed in such a deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land until paid in full and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment was due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Developer.

B. Date of Commencement of Annual assessment. The annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of annual assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject hereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specific lot have been paid or that certain assessments against said lot have not been paid, as the case may be.

C. Special Assessments: In addition to the annual operating assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notices for such meetings shall be sent 30-60 days in advance of the meeting and at least 60% of all possible votes must be cast to constitute a quorum.

D. Remedies for Non-Payment: Any charge 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 12% 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 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 owing in any court of competent jurisdiction. The owner of the lot or lots shall, in addition to charges owed, be obligated to pay all costs incurred by the Association, including attorney's fees, in collecting the charges due. Every owner of a lot in the Development and any person who may acquire any interest in any lot in the Development, whether as 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 acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lit in the Development 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.

E. Subordination of the lien to Mortgagee. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.

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Section 205. Management of Board of Directors

The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an owner, including a person appointed by Declarant as provided in Section 202 of this Article II.

Section 206. Initial Board of Directors

The initial Board of Directors shall be composed of the persons designated or to be designated by the Developer. Notwithstanding anything to the contrary contained in, or any other provisions of, this Declaration or these Articles, (a) the Initial Board shall hold office until the first meeting of the members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Developer, who shall thereafter be deemed a member of the Initial Board. Each owner, by acceptance of a deed to a lot with, or by acquisition of any interest in a dwelling house by any type of juridic acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Developer as such owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said owner's right to vote, and to vote as Developer determines, on all matters as to which members of the Association are entitled to vote under the Declaration, these Articles or otherwise. This appointment of Developer as such owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the owner granting the same. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Developer to fill a vacancy, shall be deemed a Special member of the Corporation and an owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a member of the Association nor an owner of a lot for any other purpose (unless he is actually the owner of a lot and thereby a member of the Association).

Section 207. Additional Qualifications of Board of Directors

Where an owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple owner, or a partner or an officer or trustee, shall be eligible to serve on the Board of Directors, except that no single lot or dwelling house may be represented on the Board of Directors by more than one person at a time.

Section 208. Term of Office and Vacancy of Board of Directors

Subject to the provisions of Section 105 of this Article II, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first meeting of the members occurring on or after the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 105 of this Article II as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the owners if a Director is removed in accordance with Section 108 of this Article II. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified.

Section 209. Removal of Directors

A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the owners and until his successor is duly elected and qualified.

Section 210. Duties of the Board of Directors

The Board of Directors shall be the governing body of the Association representing all of the owners and being responsible for the functions and duties of the Association. After the Applicable Date, the Board may, on behalf of the Association, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties., which include, but are not limited to:

a. assessment and collection from the owners of the owners' respective shares of the expenses necessary to carry out all the functions of the Association. Board of Directors shall notify all lot owners of any increase in the amount of the monthly assessment a minimum of thirty (30) days before the increase is in effect;

b. preparation of the proposed annual budget, a copy of which will be mailed or delivered to each owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;

c. preparing and delivering annually to the owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be delivered to each owner simultaneously with delivery of the proposed annual budget for the current year;

d. keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an owner at any time during normal business hours.

Section 211. Powers of the Board of Directors

The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power;

a. to employ a Managing Agent to assist the Board in performing its duties;

b. to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgement of the Board of Directors,

c. to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

d. to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and to perform all other maintenance, upkeep, repair and replacement duties of the Association and Board;

e. to include the cost of performing all of its functions, duties and obligations as Common Expense and to pay all of such costs therefrom;

f. to open and maintain a bank account or accounts in the name of the Association;

g. to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Areas (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; and

h. to grant to such public or private companies, entities or bodies as the Board shall approve, such easements as may be necessary to provide the lots, dwelling houses and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and services; provided that such easements are located within or are co-extensive with any one or more easements or Common Areas shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded.

Section 212. Limitation of Board Action

After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than $2,500.00 without obtaining the prior approval of a majority of the cumulative vote of the owners, except that in the following cases such approval shall not be necessary:

a. contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

b. proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the owners at the annual meeting; and

c. expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the owners.

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Section 213. Compensation of Board of Directors

No Director shall receive any compensation for his services as such, except to such extent as may be expressly authorized by a majority vote of the owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 214. Non-Liability of Directors and Officers

The Directors and officers of the Association shall not be liable to the owners or any other persons for any error or mistake of judgement exercised in carrying out their duties and responsibilities as Directors and officers, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors and officers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 215. Additional Indemnity of Directors and Officers

The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or officer is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director or officer the reasonable costs of settlement of or judgement rendered in any action, suite or proceeding, if it shall be found by a majority vote of the owners that such Director or officer was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director or officer, no Director or Officer shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director or officer relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any other officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advise or service unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a Director or officer be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 216. Bond of Board of Directors

The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and any other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Section 217. Initial Management

Notwithstanding anything to the contrary contained in this Declaration, Developer shall have, and Developer hereby reserves to itself, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Corporation, until the Applicable Date. Developer may, at its option, engage the services of a Managing Agent affiliated with it to perform such functions and, in either case, Developer or such Managing Agent shall be entitled to reasonable compensation for its services. Developer may, at its option, assess lot owners a fee for maintenance of the Common Areas.

These Covenants, Conditions And Restrictions are executed this 15 day of November, 1995.

Langston Development Company, Inc.

By: _____
Robert C. Langston

State of Indiana)
) SS:
County of Hamilton)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Robert C. Langston, who acknowledged the execution of the foregoing instrument as his voluntary act and deed for the purposes therein expressed.

WITNESS my hand and seal, this 15th day of November 1995.

My Commission expires:

9.22.97

Barbara L Metsker
Notary Public

My County of Residence:

Hamilton

BARBARA L METSKER
(Printed Name)

95 6117 #

This instrument prepared by James R. Langston

12.00 2.00 NONC

Instrument
9809826382

Assignment of
Developers' Interests in Brentwood Village
Pursuant to its Covenants, Conditions and Restrictions

This assignment effective this 12th day of May, 1998, by and between **Langston Development Company, Inc.**, an Indiana corporation ("Langston") and **U.S. Home Corporation**, a Delaware corporation duly admitted to conduct business in the State of Indiana ("U.S.")

Witness:

Whereas, Langston did convey to U.S. all of its lots remaining in its title in **Brentwood Village**, a subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Cabinet 1, Slide 633 with Certificate of Correction recorded April 11, 1996 as Instrument No. 9615143 in the Office of Recorder of Hamilton County, Indiana; and,

Whereas, there exists a certain instrument entitled Covenants, Conditions and Restrictions of Brentwood Village (the "Covenants") recorded as Instrument No. 9561117 and incorporated by reference in the Recorded Plat of Brentwood Village as Instrument No. 9561116, both in the Office of Recorder of Hamilton County, Indiana; and,

Whereas, its is recited in the Covenants that Langston, as Developer, will enforce same and will cause to be formed a **Brentwood Village Property Owners' Association, Inc.** (the "Association") as an Indiana not-for-profit corporation to control, maintain and attend to the functions and affairs of the residential development including the establishment of mandatory lien-supported assessments and as more particularly set forth in the Covenants; and

Whereas, said Association has not been duly formed and filed with the Secretary of State of Indiana and U.S. has entered into a contract with **RH of Indiana, L.P.** for the sale and residential development of all unsold lots; and, in accordance with the platting and Covenants of Brentwood Village, it is essential that the Association be immediately established through the office of the Secretary of State under the provisions of the Indiana Not For Profit Act and to proceed with the performance of the duties of the Association and the performance of its Covenants.

Now, There, It Is Agreed:

1. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Langston, as "Developer" pursuant to the terms and conditions of the Covenants, does hereby assign and transfer all of its right, title and interest as Developer to U.S. as Successor Developer, with all rights and duties as set forth in the Covenants.

2. U.S., by reason of this assignment and transfer, does hereby release Langston from all further duties and obligations in the establishment of the Association, its management and performance as to U.S. Home Corporation.

9809826382
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 05-18-1998 At 02:26 pm.
ASSIGNMENT 12.00

In Witness Whereof, the parties hereby have executed this Assignment effective the date first-above set forth.

Langston Development Company, Inc.

By: _____
Jim Langston, Vice President

U.S. Home Corporation

By: _____
_____, _____

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared Jim Langston, known to me to be the President of **Langston Development Company, Inc.**, an Indiana corporation, who acknowledged execution of the foregoing Assignment for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 2nd day of February, 1998.

My commission expires:
10/15/99

_____, Notary Public
Residing in Marion County, IN

STATE OF ~~DELAWARE~~ OHIO)
) SS:
COUNTY OF Summit)

Before me, a Notary Public in and for County and State, personally appeared Robert Sutton, _____, known to me to be the President of **U.S. Home Corporation,** a Delaware corporation duly admitted to conduct business in the State of Indiana, who acknowledged execution of the foregoing Assignment for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 23rd day of April, 1998.

My commission expires:
2/2/2000

_____, Notary Public
Residing in Summit County, OH

This instrument prepared by William F. LeMond, IN Atty. No. 8761-49, 107 N. Pennsylvania St., Suite 901, Indianapolis IN 46204-2409.

CHARLENA S. WARFLE
Notary Public, State of Ohio
My Commission Expires Feb. 2, 2000

61.00
(26) 2.00 NON

Instrument
9809829283

Statement of Ownership of Successor Developer
and
Revised Covenants, Conditions and Restrictions of Brentwood Village

U.S. Home Corporation, a Delaware corporation duly admitted to conduct business in the State of Indiana and Successor Developer of Brentwood Village by reason of sale by Langston Development Company, Inc, the original Developer, of all its interest in Brentwood Village and all unsold lots therein, as evidenced by Corporate Warranty Deed executed January 31, 1997 and recorded [illegible], 19[illegible] as Instrument No. [illegible] in the Office of Recorder of Hamilton County, Indiana, and Assignment of Developer's Interest therein recorded May 18, 1998 as Instrument No. 9809826382 in the office of Recorder of Hamilton County, Indiana, now places of record the following facts:

Pursuant to the provisions of the Covenants, Conditions and Restrictions of Brentwood Village recorded as Instrument No. 9561117 in the Office of Recorder of Hamilton County, Indiana, as Successor Developer, U.S. Home Corporation has caused to be filed with the Secretary of State of Indiana Articles of Incorporation of Brentwood Village Property Owners' Association, Inc.

Further, in the interest of establishing additional provisions for orderly and uniform quality of design and development and enhancing the attractiveness of the development for expanded availability of mortgage financing for home buyers, Successor Developer hereby amends and expands the provisions of the Covenants, Conditions and Restrictions of Brentwood Village this 12th day of April, 1998 by instrument designated Exhibit A, attached hereto and by this reference incorporated herein.

~~The undersigned person executing this Statement of Ownership of Successor Developer and Revised Covenants, Conditions and Restrictions of Brentwood Village on behalf of Grantor represent and certify that he is the duly elected _____ of Grantor and has been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this instrument; that Grantor has full corporate capacity to so execute; and that all necessary corporate action for the making these revisions has been taken and done.~~

In Witness Whereof, U.S. Home Corporation, executed this Statement of Ownership and Revised Covenants, Conditions and Restrictions of Brentwood Village this 12th of April, 1998.

U.S. Home Corporation

By: _____

9809829283
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 06-02-1998 At 10:43 am.
AMEND DECLA 61.00

OHIO
STATE OF ~~DELAWARE~~)
) SS:
COUNTY OF Summit)

Before me, a Notary Public in and for County and State, personally appeared Robert McEwen, known to me to be the President of U.S. **Home Corporation**, a Delaware corporation duly admitted to conduct business in the State of Indiana, who acknowledged execution of the foregoing Statement of Ownership and Revised Covenants, Conditions and Restrictions of Brentwood Village for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 30th day of April, 1998.

My commission expires:

2/2/2000

Charlena S. Warfle
Charlena S. Warfle, Notary Public
Residing in Summit County, Ohio

This instrument prepared by William F. LeMond, IN Atty. No. 8761-49, 107 N. Pennsylvania St., Suite 901, Indianapolis IN 46204-2409.

CHARLENA S. WARFLE
Notary Public, State of Ohio
My Commission Expires Feb. 2, 2000

EXHIBIT A

REVISED
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BRENTWOOD VILLAGE

The undersigned, U.S. Home Corporation, a Delaware corporation duly admitted to conduct business in the State of Indiana and owner of all unsold lots in Brentwood Village (hereinafter referred to as the "Successor Developer" or "Developer"), does hereby certify that the following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in the plat of Brentwood Village recorded as Instrument No. 9561116 in the Office of Recorder of Hamilton County, Indiana, and these Revised Covenants, Conditions and Restrictions supersede the original Covenants, Conditions and Restrictions recorded November 16, 1995 as Instrument No. 9561117 in the Office of Recorder of Hamilton County, Indiana.

This subdivision shall be known and designated a Brentwood Village subdivision in Hamilton County, Indiana (hereinafter referred to as the "Development"). All streets shown and not heretofore dedicated are hereby dedicated to the public.

DEFINITIONS: The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Brentwood Village Development Control Committee, composed of three members appointed by Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer. Developer may, at its sole option, at any time thereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the Brentwood Village Property Owners' Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in Article II herein.

C. "Approvals," "Determinations," "Permissions" or "Consents" required herein shall be deemed given if they are given in writing, signed with respect to Developer, the Association by the President or a Vice President thereof; or, with respect to the Committee, by two members thereof.

D. "Builder" shall mean one who acquires a lot directly from Developer for the purpose of building a single family dwelling on it for immediate resale of lot and dwelling together.

ARTICLE I

Section 101. Property Lines and Lot Dimensions

The front and side yard building setback lines are hereby established; between which lien and the property lines of the street, there shall be erected and maintained no building or structure. The front setback shall be a minimum of thirty (30) feet and the minimum back setback shall be thirty (30) feet. Side setbacks shall be minimum of twelve (12) feet each side excluding elements such as fences, walls and trellises, with the exception of Lots 3, 4, 12,17, 18, 19, 26, 27, 28 29 and 37 whose side setback shall be ten (10) feet. Building lines are also shown on the recorded Plat of Brentwood Village and where a discrepancy occurs between this section and the recorded Plat, the Plat shall control.

No lot or combination of lots may be further subdivided until approval therefore has been obtained from the Westfield Planning Commission; excepting, however, Developer and its successors in title shall have the absolute right to increase the size of any lot by joining to such lot a section of an adjoining lot (thereby decreasing the size of such adjoining lot) so long as the effect of such joining does not result in the creation of a "lot" with frontage of less than one hundred (100) feet at the front setback building line or less than twelve thousand (12,000) square feet, with the exception of 12 lots who frontages shall be no less than eighty (80) feet at the front setback line and no less than twelve thousand (12,000) square feet.

Section 102 Easements

There are strips of ground as shown on this plat and marked Drainage and Utility Easement (D & UE) which are reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines, lines and wires and including cable TV companies, 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 I this subdivision shall take their titles subject to the rights of public utilities and facilities herein provided, and such further public service facilities as Developer or its assigns of record may deem necessary along, through, in, over and under the strips of land shown on the Plat.

Areas shown on this plat and marked as Detention/Retention shall be recorded as drainage easements, reserved for the installation and maintenance of storm sewer structures and subject at all times to proper City and/or County authorities and the easement herein reserved. These areas shall be maintained free weeds, trash or other obstruction by the Property Owners' Association as the Association shall decide.

Section 103. Lot Use

All lots in this subdivision are served for residential use and no building other than a one-family residence or structure or facility accessory in use thereto shall be created thereon. All plans

for such structures are to be submitted to the Committee for approval prior to any construction.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision. 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 erected or used as an accessory to a residence in this subdivision shall be of permanent construction and shall conform to the general architecture and appearance of such residence. Any accessory structure or home addition must first be approved by the Committee before it is to be erected.

Section 104. Structure Dimensions

The ground level area of the main structure, exclusive of one-story open porches, terraces and garages, shall be not less than one thousand six hundred (1,600) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet with a minimum of one thousand six hundred (1,600) total square feet in the case of a one and one-half story or two story structure. All garages shall be attached to the residence dwelling and be a minimum of two (2) car size.

No structure in this subdivision, without special approval from the Committee, shall exceed two and one-half stories or twenty-five (25) feet measured from finished grade to the underside of the eave line.

Section 105. Structure Character and Appearance

All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll or asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used the exterior construction of any building or any lots of said subdivision and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots. All exterior colors, including but not limited to shingles, paint and brick, must be approved by the Committee. All driveways from the street to the garage shall be concrete or asphalt.

Section 106. Sidewalks

Plans and specifications for this subdivision on file with the Westfield Planning Commission require the installation of concrete sidewalks within the street rights-of-way in front of all lots as shown on the approved plans. Installation of said sidewalks shall be the obligation of the builder of any such lot, exclusive of the Developer, and shall be completed in accordance with said plans and specifications, and the cost of said installation shall be a lien against any such lot enforceable by the Planning Commission or its successor agency.

Section 107. Fences

All fences erected in this subdivision must meet the specifications of the Developer or Committee and shall not be erected without the prior written approval of the Developer or Committee. No fences shall be constructed in areas designated for Retention or Detention nor shall fences be construction in the Floodway.

Section 108. Yard and Other Equipment

Geo-thermal heat pumps shall be of the closed loop type only.

All lot owners will be required to install at least a $1,000 landscape package. This package is to include hydro-seeded front and side yards and the planting of bushes and two trees, at the minimum.

Lot owners must install or have installed a least one photo-cell controlled exterior garage coach light and mailbox in the front yard by the time the construction of the home on the lot is complete. The design of the exterior garage light and mailbox is subject to the approval of the Committee who may require, for the purpose of uniformity and appearance, that the mailbox be purchased from Developer or its designee.

No clothesline or clothes poles, or any other free-standing semi-permanent poles, rigs or devices, regardless of purpose, shall be constructed, erected, located or used on any lot.

Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house so that they are completely concealed from view. Underground storage tanks shall conform to Federal, State and local standards of environmental management.

No sign of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than one (1) square foot or one (1) sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by a builder to advertise the property during the construction and sales periods are exempt from this requirement.

No radio or television antenna on outside of roof shall be attached to any dwelling house. No free standing radio or television antenna, television receiving disk or dish shall be permitted on any lot, with the exception of a television reception disk eighteen (18) inches or smaller upon approval of the Committee. No solar panels, attached or detached, shall be permitted.

Only permanent in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring lots. All fencing shall conform to state, county and municipal regulations and shall be of harmonious design to the dwelling and adjoining properties. The use of plantings/screenings in the vicinity of

the pool will be required to soften the visual and sound effect on adjacent properties. Plans, specifications and location of such swimming pools shall be submitted to the Committee pursuant to Section 114 to further determine that such plans will conform to State and local health, safety and drainage, laws, ordinances and regulations.

Section 109. Placement of Vehicles or Equipment

No boat, railer 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 on any lot except within a garage or other approved structure.

Section 110. Drainage of Storm or Other Water

In the event storm water drainage from any lot 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 the Plat.

No rain or storm water runoff or such things as roof water, street pavement or surface water caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewer System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 111. Unacceptable Activities

No noxious, unlawful or other offensive activity shall be carried out on any lot or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 112. Animals

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.

Section 113. Use and Maintenance of Lots

No lot shall be used or maintained as a dumping ground for rubbish, trash, grass clippings, garbage or other waste and such rubbish or trash shall be not 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 to keep the grass on the lot property 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, Developer or Association may take such action as it deems appropriate in order to make the lot neat and attractive and the owner, upon demand, shall reimburse Developer or Association for the expense incurred in so doing.

Section 114. Brentwood Village Development Control Committee

The Committee shall regulate size, type, external design, appearance, use, location and maintenance of any lands subject to these Revised Covenants, Conditions and Restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

No building fence, wall or other improvement of any kind shall be commenced, erected or maintained upon any lot, nor shall an exterior addition to or change or alteration therein be made without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot. The manner of application shall be in the form as prescribed from time to time by the Committee and shall be accompanied by two sets of plans and specifications. Such plans shall include plot plan showing location of proposed improvements, specification of all exterior materials, colors and any proposed landscaping. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Articles will be deemed to have been fully complied with.

Section 115. Enforcement of Restrictions and Conditions

The Developer, Association or any owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, limitations, easements, conditions, reservations, liens and charges nor or hereafter imposed by the provisions of these covenants, conditions and restrictions. Failure by Developer, Association or by 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.

In the event Developer, Association or owner shall be successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, conditions, reservation, lien or charge now or hereafter imposed by the provisions of the Restrictions, Covenants, Limitations, Easements and Approvals appended to and made a part of the Plat, it shall be entitled to recover from the party against whom the proceeding was brought all costs including costs to cure, reasonable attorneys' fees and related costs and expenses it incurred in such proceeding.

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

Section 116. Enforcement of Covenant

Invalidation of any one of these covenants or restrictions by judgment or court order shall I n way affect any other provisions which shall remain in full force and effect.

Section 117. Term of Covenants ad Restrictions

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 twenty-five (25) years from the date of this Plat, at which time said covenants or restrictions shall be automatically extended for successive period of ten (10) years unless changed by vote of 75% of the then owners of the buildings covered by their covenants or restrictions in whole or in part. In all events, however, these covenants and restrictions shall terminte 90 years from the date hereof, and the then owners may, at their election, adopt new restrictions.

Section 118. Waiver of Rights to Remonstrate

Lot owner, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plan of Brentwood Village. No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the Town of Westfield.

Section 119. Ownership, Use, Enjoyment and Maintenance of Commons

There are Blocks of land reciting the acreage therein and containing Common Areas, ponds, landscaped areas and islands in the plats, which Blocks shall be conveyed by Developer to Association as hercinafter provided for. Such ponds and drainage easements thereto shall become a part of the storm water drainage system of Brentwood Village. No lot owner or other person, firm or corporation shall alter, impair or impede the drainage system and all lot owners shall be subject to regulation by the public authority having jurisdiction and the property owners association as hereinafter set forth

The association of owners, as hereinafter described, shall own such Blocks, designated Blocks areas A, B, C and D and, through its bylaws and regulations, control the water quality and condition of any pond located on any Block. Landscaped areas within Blocks shall be regularly planted and maintained by the Association for the beautification of Brentwood Village and may include masonry piers and wrought iron or other style fencing.

The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3rds) of the lot owners (excluding the Developer).

Section 120. Ownership and Maintenance of Block D

Where lots gain their access through Block D, the lot owners of lots abutting said Block shall own equal and undivided interest in said Block as tenants in common. It shall be the obligation of each owner in common with the other lot owners abutting said Block to contribute an equal share of the cost of maintenance of said Block. Where a majority of the abutting lot owners of Block D elect to repair such area and one or more lot owners fail to pay their allocable share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana against any such lot and the owner thereof and recover the full assessment owed together with interest from the due date and reasonable attorney's fees. Block D, characterized as a private drive/cul-de-sac, may contain utilities (private or public) to serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for drives. Lots 10, 11, 12 and 13 are the lots so served. Block D shall also be considered a Utility Easement.

Section 121 General Provisions

The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the owners of lots subject to such restrictions subject to mortgagees' rights set forth in the following Section 204, F. on page 10. Provided, however, that until all of the lots are sold in this subdivision by the undersigned, any such amendment of these restrictions shall require prior written approval of the undersigned. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Hamilton County Recorder's Office. U.S. Dept. of Housing and Urban Development and U.S. Veterans Administration ("HUD/VA") approval is required as long as there is a Class B Membership for the annexation of additional properties, dedication of Common Area and amendment of the Revised Covenants, Conditions and Restrictions of Brentwood Village. All of the covenants, conditions and restrictions shall run with the land and be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of Developer's successors or assigns in title to any real estate in the development.

ARTICLE II
Brentwood Village Property Owners' Association, Inc.

There has been or will be created under the laws of the State of Indiana, a not-for-profit corporation be known as the "Brentwood Village Property Owners' Association, Inc." to conduct all of the business and affairs of the Association as set forth in the Bylaws attached and identified as Exhibit "A".

Section 201 Membership in Association

Each lot owner shall, automatically upon becoming an owner, be and become a member of the Association and shall remain a member until such time as his ownership of a lot ceases. Membership in the Association shall terminate when such owner ceases to be an owner and will be transferred to the new owner of his lot; provided, however, that any person who holds the interest o an owner in a lot merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an owner and a member of the Association.

Section 202 Voting Rights

The Association shall have the following classes of membership with the following voting rights:

a. **Class A**. Class A members shall be all owners except Class B members Each Class A member shall be entitled to one (1) vote for each lot of which such member is the owner with respect to each matter submitted to a vote of the members upon which the Class A members are entitled to vote. When more than one (1) person constitutes the owner of a particular lot, all such persons shall be members of the Association, but all of such persons shall have only one (1) vote for such lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

b. **Class B**. Class B members shall be Developer and all successors and assigns of Developer to a Builder as defined on page 1 designated by Developer as Class B members in a written notice mailed or delivered to the President of the Association. Each Class B member shall be entitled to five (5) votes for each lot of which it is the owner and identified as a lot on any recorded subdivision plat of the subdivision, or any part thereof of which it is the owner, on all matters requiring a vote of the members of the Association. The Class B membership shall cease and terminate upon the first to occur of (I) the date upon which the written resignation of the Class B members as such is delivered to the President of the Association; (ii) the date Developer or Builder no longer owns any lots nor any portion of any individually numbered parcel of land shown upon and identified as a lot on any recorded subdivision plat of the subdivision or any part thereof; or (iii) January 1, 2001 (the "Applicable Date").

After the Applicable Date, Class B memberships shall convert to Class A memberships and each former Class B member shall be entitled to one (1) Class A membership for each lot owner and for each individually numbered parcel of land shown upon and identified as a lot on any recorded subdivision plat of the subdivision, or any part thereof, of which it is then the owner.

c. **Special**. Until the Applicable Date, there shall be three (3) additional Special members of the Association, being the persons from time to time appointed by Developer to serve as the Board of Directors and on the Development Control Committee pursuant to Section 114 of

Article I hereof. Persons who are Special members shall not be deemed or considered members of the Association nor owners of lots for any purpose other than to qualify to act as members of the Board of Directors or the Committee. Special members shall have no voting rights on any matters submitted to a vote of the members (unless such Special member is also a Class A member, in which event his voting rights shall be governed by subsection (a) of this Section).

Section 203. Functions

A. The Association shall maintain the entrance landscaping, signage and the landscape easements shown on the plat(s) and shall keep such area in a neat, clean and presentable conditions at all times.

B. The Association shall maintain and repair the Common Areas on the plat(s) including improvements thereon.

C. The Association shall maintain the water retention areas shown on the plat(s) as part of the overall drainage system to serve the development.

D. The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance and such other insurance as it deems necessary or advisable.

E. The Association may contract for such service as management, snow removal, security control, trash removal and such other services as the Association deems necessary or advisable.

F. The Association shall own all Common Areas when deeded to it and pay taxes and assessments levied and assessed against and payable with respect to, the Common Areas and pay any other necessary expenses and costs in connection with the Common Areas.

Section 204. Assessments

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer and Builder, by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land until paid in full and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment was due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Developer. However, the

Builder shall pay any deficits in usual and ordinary expenses until such time as assessments upon lots with homes thereon is sufficient to meet such expense

B. Date of Commencement of Annual Assessment. The annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed. The Board of Directors of the Association shall fix any increase in the amount of assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of annual assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject hereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specific lot have been paid or that certain assessments against said lot have not been paid, as the case may be.

C. Special Assessments. In addition to the annual operating assessment, the Association may levy a special assessment for the purpose of defraying, I whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose. Written notices for such meetings shall be sent 30-60 days in advance of the meeting and at least 60% of all possible votes must be cast to constitute a quorum.

D. Remedies for Non-Payment. Any charge 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 12% 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 unreasonable 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 shall, in addition to the charges owed, be obligated to pay all costs incurred by the Association, including attorney's fees, in collecting the charges due Every owner of a lot and any person who may acquire any interest in any lot, whether as 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 acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot 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 Revised Covenants, Conditions and Restrictions of Brentwood Village

E. Subordination of the Lien to Mortgagee. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.

F. **Mortgagees Rights.** Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or the Class A members have given their prior written approval, the Association shall not:

a. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Development, common property or improvements located thereon which are owned directly or indirectly by the association for the benefit of the lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Development by the association shall not be deemed a transfer within the meaning of this clause.

b. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a homeowner.

c. By act or omission, change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the homes on lots, the exterior maintenance of the dwellings on lots, the maintenance of common fences or common driveways or the upkeep of lawns and plantings in the Development.

d. Fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent of the insurance value (based on current replacement cost).

e. Use hazard insurance proceeds for losses to common property for other than the repair, replacement or reconstruction of such improvements.

f. Mortgagees, their successors or assigns, shall have the right to examine the books and records of the association.

g. First mortgagees of homes on lots may, jointly or singly , pay the taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such common property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the association.

h. No provision of the constituent documents shall give an owner or any other party priority over any rights of first mortgagees of homes within the Development pursuant to their mortgages in the case of a distribution to homeowners of insurance proceeds or condemnation awards for losses to or a taking of common property.

Section 205. Management of Board of Directors

The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as member of the Board of Directors unless he is, or is deemed in accordance with this Revised Covenants, Conditions and Restrictions of Brentwood Village to be an owneror a Special member appointed by Developer as provided in Section 202 of this Article II

Section 206. Initial Board of Directors

The initial Board of Directors shall be composed of the persons designated or to be designated by the Developer. Notwithstanding anything to the contrary contained in, or any other provisions of, this Revised Covenants, Conditions and Restrictions of Brentwood Village or these Articles, (a) the Initial Board (Special members) shall hold office until the first meeting of the members of the Association occurring on or after the applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board of any reason or cause whatsoever prior to such first meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Developer, who shall thereafter be deemed a member of the Initial Board. Each owner, by acceptance of a deed to a lot with, or by acquisition of any interest in a dwelling house by any type of juridic acts inter vivos or causa mortis, shall be deemed to have appointed Developer as such owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said owner's right to vote, and to vote as Developer determines, on all matters as to which members of the Association are entitled to vote under this Revised Covenants, Conditions and Restrictions of Brentwood Village, these Articles or otherwise. This appointment of Developer as such owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the owner granting the same. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Developer to fill a vacancy, shall be deemed a Special member of the Association and an owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a member of the Association nor an owner of a lot for any other purpose (unless he is actually the owner of a lot and thereby a member of the Association.)

Section 207. Additional Qualifications of Board of Directors

Where an owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple owner, or a partner or an officer or trustee, shall be eligible to serve on the Board of Directors, except that no single lot or dwelling house may be represented on the Board of Directors by more than one person at a time.

Section 208. Term of Office and Vacancy of Board of Directors

Subject to the provisions of Section 206 of this Article II, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first meeting of the members occurring on or after the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 206 of this Article II as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the owners if a Director is removed in accordance with Section 209 of this Article II. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified.

Section 209. Removal of Directors

A Director or Directors, except the members of the Initial Board, may be removed without cause by vote of a majority of the votes entitled to be case at a special meeting of the owners duly

called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the owners and until his successor is duly elected and qualified.

Section 210 Duties of the Board of Directors

The Board of Directors shall be the governing body of the Association representing all of the owners and being responsible for the functions and duties of the Association. After the Applicable Date, the Board may, on behalf of the Association, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but as not limited to:

a. assessment and collection from the owners of the owners' respective shares of the expenses necessary to carry out all the functions of the Association. Board of Directors shall notify all lot owners of any increase in the amount of the assessment a minimum of thirty (30) days before the increase is in effect;

b. preparation of the proposed annual budget, a copy of which will be mailed or delivered to each owner at the same time as the notice of the annual or special meeting at which the same is to e acted upon is mailed or delivered;

c. preparing and delivering annually to the owners a full accounting of all receipts and expenses incurred in the prior year; and if possible, such accounting shall be delivered to each owner simultaneously with delivery of the proposed annual budget for the current year, and

d. keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouches shall be available for examination by an owner at any time during normal business hours.

Section 211. Powers of the Board of Directors

The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

a. to employ a Managing Agent to assist the Board in performing its duties;

b. to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

c. to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

d. to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and to perform all other maintenance, upkeep, repair and replacement duties of the Association and Board;

e. to include the cost of performing all of its functions, duties and obligations as Common Expense and to pay all of such costs therefrom.

f to open and maintain a bank account or accounts in the name of the Association;

g. to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Areas (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all owners; and

h. to grant such public or private companies, entities or bodies as the Board shall approve, such easements as may be necessary to provide the lots, dwelling houses and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and services; provided that such easements are located within or are co-extensive with any one or more easements or Common Areas shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded.

Section 212. Limitation of Board Action

After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than $2,500.00 without obtaining the prior approval of a majority of the cumulative vote of the owners, except that in the following cases such approval shall not be necessary:

a. contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

b. proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the owners at the annual meeting; and

c. expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the owners.

Section 213. Compensation of Board of Directors

No Director shall receive any compensation for his services as such, except to such extent as may be expressly authorized by a majority vote of the Class A members. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall e a Common Expense.

Section 214. Non-Liability of Directors and Officers

The Directors and officers of the Association shall not be liable to the owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors and officers, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors and officers against any and all liability to any persons, firm or corporation arising out of contracts made by the Board of behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors and officers shall have o personal

liability with respect to any contract made by them on behalf of the Association

Section 215. Additional Indemnity of Directors and Officers

The Association shall indemnify, hold harmless and defend any persons, heir heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or officer is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director or officer the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding if it shall be found by a majority vote of the owners that such Director or officer was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director or officer, no Director or officer shall be considered or deemed to e guilty of or liable for negligence or misconduct in the performance o his duties where, acting in good faith, such Director or officer relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any other officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a Director or officer be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 216. Bond of Board of Directors

The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and any other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud and dishonesty, in such sums and with such sureties as may be approved by the Board of Directors; and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Section 217. Initial Management

Notwithstanding anything to the contrary contained in this Revised Covenants, Conditions and Restrictions of Brentwood Village, Developer shall have, and Developer hereby reserve to itself, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association until the Applicable Date. Developer may, at its option, engage the services of a Managing Agent affiliated with it to perform such functions and, in either case, Developer or such Managing Agent shall be entitled to reasonable compensation for its services.

This Revised Covenants, Conditions and Restrictions of Brentwood Village are executed this 28th day of April, 1998

U.S. Home Corporation

By: _____

STATE OF ~~DELAWARE~~ Ohio)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for County and State, personally appeared _____, known to me to be the _____ of **U.S. Home Corporation,** a Delaware corporation duly admitted to conduct business in the State of Indiana, who acknowledged execution of the foregoing Revised Covenants, Conditions and Restrictions of Brentwood Village for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 28th day of April, 1998.

My commission expires:

2/2/2000

_____ Notary Public
Residing in Hamilton County, Ohio

This instrument prepared by William F. LeMond, IN Atty. No. 8761-49, 107 N. Pennsylvania St., Suite 901, Indianapolis IN 46204-2409.

CHARLENA S. WARFLE
Notary Public, State of Ohio
My Commission Expires Feb. 2, 2000

EXHIBIT "A"

BYLAWS
OF
BRENTWOOD VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the Corporation is Brentwood Village Property Owners' Association, Inc., (hereinafter referred to as the "Association"). The principal office of the Association shall be 7400 N. Shadeland Ave., Suite 250, Indianapolis IN 46250, but meetings of members and directors may be held at such places within the State of Indiana as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 1. **"Developer"** shall mean and refer to U.S. Home Corporation, a Delaware corporation duly admitted to conduct business in the State of Indiana, its successors and assigns.

Section 2. **"Association"** shall mean and refer to Brentwood Village Property Owners' Association, Inc., its successors and assigns.

Section 3. **"Owner"** shall mean and refer to the record owner, whether or more persons or entities, of a fee simple title to any Lot which is a part of the Development, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. **"Development"** shall mean and refer to the certain real estate described in the Covenants, Conditions and Restrictions of Brentwood Village.

Section 5. **"Lot"** shall mean and refer to any plat of land shown upon any recorded subdivision map of the Development with the exception of Blocks designated Blocks A,B and C, D & UE (Drainage & Utility Easement), respectively, in the recorded plat of Brentwood Village.

Section 6. **"Declaration"** shall mean and refer to the Covenants, Conditions and Restrictions of Brentwood Village applicable to the Development, recorded in the Office of the Hamilton County Recorder, Noblesville, Indiana

ARTICLE III
Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held on the first Thursday of each year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 4:00 o'clock P.M. If the day for the annual meeting

of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A memberships.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-sixth (1/6th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be signed in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon the presence of the member at a meeting or upon conveyance by the member of his Lot.

ARTICLE IV
Board of Directors: Selection; Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board not to exceed five (5) directors, who are all members of the Association, excepting the initial Board of Directors shall consist of three (3) members.

Section 2. Term of Office. At the time of conversion of the Class B member to a Class A member as defined by the Declaration, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years to replace the director whose term has expired, excepting they may enlarge the Board to five members and prescribe the length of their term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the not less than the number of vacancies that are to be filled. Such nominations may only be made from among members of the Association.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the Act of the Board.

ARTICLE VII
Powers and Duties of The Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of common areas and water retention areas as depicted upon the plats of Brentwood Village.

b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e) employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties with regard to the maintenance and upkeep of the common areas and water retention ponds.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be kept a complete record of all its acts concerning corporate affairs and to make available to the members the corporate records within a reasonable time after request is made.

b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

iii) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date and to bring an action at law against the owner personally obligated to pay the same;

d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII
Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president

and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be appointed annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The office of president and treasurer may be one person and the office of vice president and secretary may be held by one person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

a) The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
Committees

The Board of Directors shall appoint an architectural control committee, as provided in the Declaration, and nominating committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X
Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
Assessments

As more fully provided in the Declaration, each Class A and Class B member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of two percent (2%) per month and the Association may bring an action at law against the Owner personally obligated to pay the Assessment or foreclose the lien against the Property, interest, costs and reasonable attorney fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for assessments provided herein by non-use of the common areas, facilities or services of the Association. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien of any delinquent assessments shall run with the land.

ARTICLE XII
Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. HUD/VA has the

right to veto amendments to the Bylaws while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all the directors of Brentwood Village Property Owners' Association, Inc. have hereunto set our hands and seals this 30th day of May, 1998.

Joseph Harvey

Bruce T. Sklare

Alan Beelke