

Covenants

For

Brookshire Village MS REC. 177 p. 939

19 pages

Hamilton County

MISC. 177

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FINAL DRAFT

BOOK 177 PAGE 939-
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Provides for Auto. membership in
Brookshire Village Homeowners
Association, Inc.
Assmnts, LENS if UNPAID
Subordinate to 1st Mtgs.

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BROOKSHIRE VILLAGE HOMEOWNERS ASSOCIATION, INC.

This Instrument Recorded March 27 1984
Mary L. Clark, Recorder, Hamilton County, Ind.

dated 12-10-83

RECEIVED
FOR THE BOARD
MAY 27 2 40 PM '84
MARY L. CLARK
RECORDER
HAMILTON CO. IND.

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(i)
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

BROOKSHIRE VILLAGE HOMEOWNERS ASSOCIATION, INC.

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BROOKSHIRE VILLAGE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by the members of the Brookshire Village Homeowners Association, Inc., an Indiana Non-Profit Corporation, hereinafter collectively referred to as the "Declarant".

WITNESSETH:

Declarant is the Owner of certain property in Hamilton County, State of Indiana, as more specifically described in Exhibit "A" attached hereto and by this reference incorporated herein.

The property which is the subject of this Declaration consists of certain lots in Brookshire Village, Sections 1, 2 and 3, the Plats of which are recorded in the Office of the Recorder of Hamilton County, Indiana. Other Lots within said subdivision may be automatically included within this Declaration, executed by the Owner or Owners of such Lots. Such action shall require no approval or other action by either the Board of Directors or the members of Brookshire Village Homeowners Association, Inc.

Areas outside of said three sections may be annexed by the filing of a Supplemental Declaration approved by a majority of the members of the Brookshire Village Home Owner's Association, Inc. Owners subsequently joining in this Declaration, residing within the said section or in annexed territory shall be subject to the same conditions, restrictions, assessments, and all other terms and conditions of this Declaration.

The property which is subject to annexation as set forth above is more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein.

Declarant hereby declares that all the properties which are the subject of this Declaration shall be held, sold and conveyed subject to highways and rights-of-way and the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which will run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to BROOKSHIRE VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties and subject to this Declaration, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. It is not mandatory that an owner be a member.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and shall be so designated on the recorded plat as a "Common Area".

Section 5. "Lots" shall mean and refer to any plot, plots or parts of plots of land shown upon any recorded subdivision map of the properties upon which one dwelling unit is or will be constructed, with the exception of the Common Areas and any areas dedicated to a public authority.

Section 6. "Declarant" shall mean and refer to each and every member either now or hereafter, of the Brookshire Village Homeowners Association, Inc.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association. Membership is restricted to owners subject to this Declaration.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Brookshire Village Homeowners Association, Inc., as the same may be amended from time to time as therein provided.

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ARTICLE II
PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right of easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every member's lot. Any recreational facilities now or hereafter provided in such common areas shall be subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any common property situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument, signed by two-thirds (2/3) of the members agreeing to such dedication or transfer, has been recorded, and the written approval of all mortgagee of the Properties is obtained.

(d) The right of the Association to limit the number of guests of members.

(e) The right of the Association, through its Board of Directors, to determine the time and manner of use of any common properties owned by the Association.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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BOOK 177 PAGE 845ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS

It is not mandatory for Lot Owners in Brookshire Village, Sections 1, 2 and 3, to become members of Brookshire Village Homeowners Association, Inc. However, every owner of a lot in such sections has the privilege of becoming a member of the Association. Lot owners who become members of the Association are subject to assessment by the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Any Lot Owner who is not a member in good standing of the Association forfeits all privileges, protection and benefits of the Association.

ARTICLE IVCOVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Personal Obligation of Assessments. Each member, for each Lot owned within the Properties, hereby covenants, and each member by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments or charges. Such assessments are to be established and collected as hereinafter provided. Assessments shall be the personal obligation of the person who was the Owner of such property subject to the Declaration at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

Section 3. Maximum Annual Assessment. Until May 1 of the year immediately following the recording of the Declaration, the maximum annual assessment for a lot upon which a dwelling exists shall be \$48.00.

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(a) From and after May 1 of the year immediately following the recording of the Declaration, the annual assessment may be increased by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(c) All officers handling funds of the Association shall be appropriately bonded.

Section 4. Notice and Quorum for any Action Authorized Under Sections 2 and 3. Written notice for any meeting called for the purpose of taking any action authorized under Section 2 or 3 shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of the Membership shall constitute a quorum. If a required quorum is not present, another meeting may be called subject to the same notice requirement.

Section 5. Rate of Assessment. Assessments shall be fixed at a uniform rate of all Lots.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following Declaration recordation. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and unless otherwise provided, the Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate equal to that allowed on Judgments. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination to Mortgages. The assessments provided for herein shall be subordinate to any first mortgage. Sale or transfer of any Lot shall not affect the assessment.

Section 9. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Areas, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Indiana shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Service Agreements. Each Member/Owner hereby agrees to be bound by the terms and conditions of all agreements entered into by the Association. A copy of all such agreements shall be available to each Member. Any and all agreements entered into by the Association shall provide that said agreement may be cancelled on written notice and the term of any such agreement shall not exceed one (1) year. It shall be the duty of the Association through its Board of Directors to effect a suitable contract.

Section 11. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and may obtain insurance for buildings or improvements, if any, which are in the Common Areas. The Association shall obtain a broad form public liability policy covering the Common Areas, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the homeowners who are members of the Association in equal proportions.

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ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure (excluding such structures incorporated in the construction of a new dwelling) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the President of the Board. In the event the President, or a designated 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. All structures erected upon any of its properties prior to the date of this Declaration are exempt from this Article.

ARTICLE VI

EXTERIOR MAINTENANCE

Excepting as to maintenance of the Common Areas the members shall provide all exterior maintenance upon each Lot which is subject to assessment including, by way of example only, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements of the house and Lot. (Such exterior maintenance shall include patios, glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware).

ARTICLE VII

USE RESTRICTIONS

Section 1. Residential Restriction. All Lots subject to the Declaration are hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than single family living units, which may be joined together with a common party wall shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed on any portion of said Property at any time, either temporary or permanently.

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Section 2. Conveyance. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Builders. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for a Builder of said living units to maintain during the period of construction and sale of said living units, upon such portion of the premises as the Builder deems necessary, such facilities as in the sole opinion of the Builder may be reasonably required, convenient or incidental to the construction and sale of said living units, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 5. Advertising Signs. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per lot,) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any living unit or any resident thereof. No commercial business activities of any kind whatever shall be conducted in any building or in any portion of said property, except as provided in Section 3, above.

Section 6. Storage. All clotheslines, equipment, garbage cans, service yards, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring living units and streets. All rubbish, trash, or garbage shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 7. Maintenance. Maintenance, upkeep and repairs on any Lot shall be the sole responsibility of the individual owner of the Lot and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area, including but not limited to recreation and parking areas and walks shall be taken by the Board of Directors or by its duly delegated representative.

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Section 8. Repairs. All fixtures and equipment installed upon a lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Lot, shall be maintained and kept in repair by the Owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of another living unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other living units or their Owners.

Section 9. Discriminatory Actions. No actions shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any member or members in favor of the other members. The Association and/or its Board of Directors have no discriminatory restrictions in dealing with lot owners who are not members.

ARTICLE VIII

EASEMENTS

Section 1. Construction Easement. Each Lot subject to this Declaration and the Property included in the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed and constructed by a Builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event any attached homes are partially or totally destroyed, and then rebuilt, the members of the living units so affected agree that minor encroachments of parts of the adjacent living units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Blanket Easement. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said living units. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Areas in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any service company selected by the Association to enter in or to cross over the Common

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Area to perform the duties of maintenance and/or repair of the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, water lines, electrical lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recorded document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 3. Underground Electric Service:

- A. Underground single phase electric service shall be available to living units on the aforesaid Lots and to any recreational facilities to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have an easement as designated on the plat thereof.
- B. For so long as such underground service is maintained, the electric service to each living unit and any recreational facilities shall be uniform and exclusively of the type known as single Phase 120/240 volt, 3 wire, 60 cycle alternating current.
- C. Easements for the underground service may be crossed by driveways and walkways provided a Builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers or other improvements of the member located on the land covered by said easements.

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ARTICLE IX

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GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Members. Any amendment must be recorded.

Section 4. Annexation of Additional Property. Annexation of additional property, other than within Sections I, II and III of Brookshire Village, shall require the assent of two-thirds (2/3) of the Members, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or proxies entitled to cast fifty-one percent (51%) of the votes of Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions thereof apply either to corporation or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREFORE, the undersigned have executed this Declaration on the date set forth by their respective signatures.

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EXHIBIT "A"

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LEGAL DESCRIPTION

BROOKSHIRE VILLAGE, FIRST SECTION, REPLAT

A part of the Northeast quarter of Section 32, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the North line of the Northeast Quarter of Section 32, Township 18 North, Range 4 East which is 600.00 feet North 89 degrees 40 minutes 30 seconds West (assumed bearing) of the Northeast corner of said Northeast Quarter; thence North 89 degrees 40 minutes 30 seconds West on and along said North line 450.00 feet to the Northeast corner of Brookshire, First Section, as recorded in Plat Book 3, page 108 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 00 minutes 00 seconds on and along the East line of said Brookshire, First Section and Brookshire, Section 1-A, as recorded in Plat Book 3, page 144 in the Office of the Recorder of Hamilton County, Indiana, 1250.00 feet; thence South 38 degrees 00 minutes 00 seconds West on and along the Southeasterly line of Brookshire, Section 1-A, 175 feet to a point that is 502.40 feet North 38 degrees 00 minutes 00 seconds East of the Northernmost corner of Lot 184 in Brookshire, Second Section, as recorded in Plat Book 3, page 116, in the Office of the Recorder of Hamilton County, Indiana; thence South 52 degrees 00 minutes 00 seconds East parallel with a Northeasterly line of Brookshire, Second Section, 310 feet; thence North 38 degrees 00 minutes 00 seconds East parallel with the Southeasterly line of Brookshire, Section 1-A, aforesaid 231.99 feet; thence North 90 degrees 00 minutes 00 seconds East 300.62 feet; thence North 00 degrees 00 minutes 00 seconds parallel with the East line of said Northeast Quarter 400.00 feet; thence North 90 degrees 00 minutes 00 seconds West 130.00 feet; thence North 00 degrees 00 minutes 00 seconds 993.39 feet to the beginning point; containing 16.58 acres, more or less. Subject to all legal easements and rights-of-way.

BROOKSHIRE VILLAGE. SECOND SECTION

A part of the Northeast Quarter of Section 32, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the East line of the Northeast Quarter of Section 32, Township 18 North, Range 4 East, which is 600.00 feet South 00 degrees 00 minutes 00 seconds (assumed bearing) of the Northeast corner of said Northeast Quarter; thence North 89 degrees 40 minutes 30 seconds West parallel with the North line of said Northeast Quarter 600.00 feet to a point on the East line of Brookshire Village, First Section, Replat, as recorded in Plat Book 6, pages 59-61 in the office of the Recorder of Hamilton County, Indiana; the next four calls are along the Eastern boundary of said Brookshire Village, First Section, 1) thence South 00 degrees 00 minutes 00 seconds 393.39 feet; 2) thence South 90 degrees 00 minutes 00 seconds East 130.00 feet; 3) thence South 00 degrees

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EXHIBIT "A" (Con'd)

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00 minutes 00 seconds 400.00 feet; 4) thence North 90 degrees 00 minutes 00 seconds West 30 feet; thence South 00 degrees 00 minutes 00 seconds 93.68 feet; thence South 90 degrees 00 minutes 00 seconds East 499.99 feet to a point on the East line of the said Northeast Quarter; thence North 00 degrees 00 minutes 00 seconds on and along said East line 883.67 feet to the place of beginning; containing 10.786 acres, more or less. Subject to all legal easements and rights of way.

BROOKSHIRE VILLAGE, THIRD SECTION

A part of the Northeast Quarter of Section 32, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 32, Township 18 North, Range 4 East; thence South 00 degrees 00 minutes 00 seconds (assumed bearing) on and along the East line of said Northeast Quarter 1483.67 feet to the Southeast corner of Brookshire Village - Section Two, as per plat thereof, recorded in Plat Book 7, pages 64 and 65 in the Office of the Recorder of Hamilton County, Indiana; thence South 90 degrees 00 minutes 00 seconds West 190.00 feet to the True Beginning Point of this Description; thence South 00 degrees 00 minutes 00 seconds parallel with the East line of said Quarter Section, 225.00 feet; thence South 90 degrees 00 minutes 00 seconds West 40.00 feet; thence South 00 degrees 00 minutes 00 seconds parallel with said East line 15.00 feet; thence South 90 degrees 00 minutes 00 seconds West 455.00 feet; thence South 74 degrees 05 minutes 41 seconds West 101.67 feet; thence South 38 degrees 00 minutes 00 seconds West 257.00 feet; thence South 52 degrees 00 minutes 00 seconds East 27.00 feet; thence South 38 degrees 00 minutes 00 seconds West 185.00 feet to a point on a Northeasterly line of Brookshire, Second Section, as per plat thereof, recorded in Plat Book 3, page 116 in the Office of the Recorder of Hamilton County, Indiana; thence North 52 degrees 00 minutes 00 seconds West on and along said Northeasterly line 550.00 feet to the Northernmost corner of Lot #184 in said Brookshire, Second Section, said point being an angle point of Lot #50 in Brookshire, First Section, as per plat thereof, recorded in Plat Book 3, page 108 in the Office of the Recorder of Hamilton County, Indiana; thence North 38 degrees 00 minutes 00 seconds East on and along a Southeasterly line of said Brookshire, First Section and the Southeasterly line of Brookshire, Section 1-A, as per plat thereof, recorded in Plat Book 3, page 144 in the Office of the Recorder of Hamilton County, Indiana, 502.40 feet to a point on the Southwesterly line of Brookshire Village, First Section, Replat, as per plat thereof, recorded in Plat Book 6, pages 59 thru 61, in the Office of the Recorder of Hamilton County, Indiana; thence South 52 degrees 00 minutes 00 seconds East on and along said Southwesterly line 310.00 feet to

EXHIBIT "A" (Con'd)

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the Southernmost corner of Lot #25 in said Brookshire Village, First Section, Replat; thence North 38 degrees 00 minutes 00 seconds East on and along the Southeasterly line of said Brookshire Village, First Section, Replat, 231.99 feet to the Southeast corner of Lot #28 thereof; thence on and along the Southerly line of said Brookshire Village, First Section, Replat, 270.62 feet to the Northwest corner of Lot #87 in afore-said Brookshire Village, Section Two; thence South 00 degrees 00 minutes 00 seconds on and along the Westline thereof 93.68 feet to the Southwest corner of said Lot #87; thence South 90 degrees 00 minutes 00 seconds East on and along the South line of said Brookshire Village, Section Two, 309.99 feet to the True Beginning Point; containing 10.407 acres, more or less. Subject to all legal easements and rights of way.

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The undersigned, being the owners of the Lot or Lots, the numbers of which are set opposite their names, in Brookshire Village, Section 1, 2, a subdivision in Hamilton County, Indiana, and recorded as Instrument No. _____, in the Office of the Recorder of Hamilton County, Indiana, acknowledge the execution of the above and foregoing Declaration of Covenants, this _____ day of _____, 1983

Thomas M. Pinckard
Signature
THOMAS M. PINCKARD
Printed

Amanda S. Pinckard
Signature
AMANDA S. PINCKARD
Printed

Lot No.
69

Darlene Kasser
Signature
DARLENE KASSOVER
Printed

Signature

Printed

50

D. X. Flanagan
Signature
D. X. FLANAGAN
Printed

Barbara H. Flanagan
Signature
B. H. FLANAGAN
Printed

52

John Lowden Mowry
Signature
JOHN LOWDEN MOWRY
Printed

Signature

Printed

94

Signature

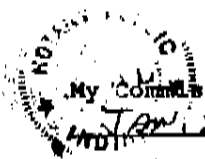
Printed

Signature

Printed

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, this 10th day of December, 1983, personally appeared each of the above and foregoing named individuals, who acknowledged the execution of the foregoing Declaration as their voluntary act and deed.



Ben F. Hatfield, Jr.
Notary Public, BEN F. HATFIELD, JR.
County of Residence HAMILTON

This instrument prepared by Ben F. Hatfield, Jr.

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The undersigned, being the owners of the lot or lots, the numbers of which are set opposite their names, in Brookshire Village, Section _____, a subdivision in Hamilton County, Indiana, and recorded as Instrument No. _____, in the Office of the Recorder of Hamilton County, Indiana, acknowledge the execution of the above and foregoing Declaration of Covenants, this _____ day of _____, 1983

Lot No.

Vera E. May
Signature

Signature

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Vera E. May
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STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 1983, personally appeared each of the above and foregoing named individuals, who acknowledged the execution of the foregoing Declaration as their voluntary act and deed.

My Commission Expires:

Notary Public,
County of Residence

This instrument prepared by Ben F. Hatfield, Jr.

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