MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE VILLAGES AT BROOKSIDE

THIS DECLARATION, is made on the date hereafter referenced by Sherwood Realty, LLC ("Declarant"), and shall be upon the following terms and conditions:

RECITALS

WHEREAS, the Declarant is the owner and the developer of the real property located in Hancock County, Indiana to be commonly known as The Villages at Brookside ("Brookside") which real property is more particularly and legally described on Exhibit A, attached hereto and incorporated herein;

WHEREAS, the Declarant plans to develop the property into multiple residential areas for single-family homes (hereinafter referred to individually as "Section" and collectively as "Sections");

NOW, THEREFORE, the Declarant hereby declares that the real property described on Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants, assessments and conditions which shall run with the subject real property and are for the purpose of protecting the value, integrity and desirability of the subject real property. The following easements, restrictions, covenants, assessments and conditions shall be binding on all persons or entities having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1.1 - Articles of Incorporation. The Articles of Incorporation of Villages at Brookside Homeowner’s Association, Inc., or a similarly named entity, to be filed with the Secretary of State of the State of Indiana.

Section 1.2 - Association. The Villages at Brookside Homeowner’s Association, Inc., or a similarly named Indiana not-for-profit corporation, its successors and assigns.

Section 1.3 - Board. The Board of Directors shall be the governing body of the Association.

Section 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time, a copy of which are attached hereto as Exhibit B and incorporated herein.

Section 1.5 - Common Area. All real estate, personal property and improvements including, but not limited to, streets and roads not dedicated to the public and maintained by the Association for the common use and enjoyment of all Owners, or in the case of Limited Common Area, for the use and enjoyment of individual Lot Owners pursuant to Section 1.16 below.

Section 1.6 - Common Expenses. Actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners as may be found to be necessary and appropriate by the Board, including the following:
(i) Expenses of administration, maintenance, repair or replacement of the Common Area;

(ii) Expenses declared to be Common Expenses by the Documents or pursuant to the Board’s decision;

(iii) Expenses agreed upon as Common Expenses by the Association; and

(iv) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Area or any other real or personal property acquired or held by the Association.

Section 1.7 - Community. The real property described on Exhibit "A," subject to this Declaration.

Section 1.8 - Declarant. Sherwood Realty, LLC, or its successors, successors-in-title, or assigns.

Section 1.9 - Declaration. This document, including any amendments hereto.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to create Lots, Common Area, and Limited Common Area within the real property described on Exhibit "A."

Section 1.11 - Director. A member of the Board.

Section 1.12 - Documents. The Declaration, Section Declaration(s) and Plat(s) recorded hereunder, the Bylaws, the Articles of Incorporation and the Rules, all as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.13 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Lot which has notified the Association in writing of its name and address and that has insured or guaranteed a first Security Interest in a Lot. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XIV.

Section 1.14 - Eligible Mortgagee. The holder of a first Security Interest in a Lot which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Lot. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XIV.

Section 1.15 - Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the real property described on Exhibit "A," including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

Section 1.16 - Limited Common Area. The portion of the Common Area allocated for the exclusive use of one or more but fewer than all of the Lots by the Declaration. The Limited Common Area in the Community is described in Article V of this Declaration.
Section 1.17 - Lot. Any plot of ground designated as such upon a Plat and upon which any improvements are constructed, may be constructed or exist thereon.

Section 1.18 - Lot Owner/Owner. The Declarant or other Person who owns a Lot. Lot Owner or Owner does not include a Person having an interest in a Lot solely as security for an obligation. The Declarant is the initial owner of any Lot created by this Declaration.

Section 1.19 - Majority or Majority of Lot Owners. The owners of more than fifty percent (50%) of the votes in the Association.

Section 1.20 - Manager. A person, firm or corporation employed or engaged to perform management services on behalf of the Community and the Association. The initial Manager of the Association shall be the Declarant until such time as Declarant voluntarily resigns this position by turning over management of the Association, which shall be professionally managed by a licensed property manager or real estate management company to assist with the management, administration, operation and maintenance of the Community.

Section 1.21 - Notice and Comment. The right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 20.1 of this Declaration.

Section 1.22 - Notice and Hearing. The right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 20.2 of this Declaration.

Section 1.23 - Person. An individual, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other such legal or commercial entity.

Section 1.24 - Plat(s). The Plat(s) filed or to be filed in the Office of the Recorder of Hancock County, Indiana, of the real estate described in Exhibit "A" or any portion thereof, as they may be amended from time to time. Such Plat may include all or part of a Section or more than one (1) Section, and shall designate the (i) Section or Sections to which the Plat is applicable, and (ii) the Lots and Common Area within such Plat.

Section 1.25 - Property. The land and all Improvements, easements, rights, and appurtenances which have been submitted to the provisions of this Declaration, and such additions thereto as may hereinafter be made subject to the Declaration in the manner provided herein.

Section 1.26 - Regular Assessments. Assessments charged to each Lot Owner for payment of Common Expenses.

Section 1.27 - Rules. Rules for the use of Lots and Common Area and for the conduct of persons within the Community, adopted by the Board of Directors pursuant to Sections 17.2 and 21.1 of this Declaration.

Section 1.28 - Section Declaration. The declaration of covenants and restrictions that is applicable to a particular Section.
Section 1.29 - Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.30 - Special Declarant Rights. Rights reserved for the benefit of the Declarant to (i) complete improvements indicated on the Plat(s); (ii) exercise any Development Right; (iii) maintain sales offices, management offices, signs advertising the Community, and models; (iv) use easements through the Common Area for the purpose of making improvements within the Community or within real property that may be added to the Community; or (v) appoint or remove an officer of the Association or any member of the Board of Directors during any period of Declarant control.

ARTICLE II
Membership in the Association

Section 2.1 - The Organization. The Association is a not-for-profit corporation organized under the laws of the State of Indiana. Its affairs shall be governed by and it shall have such powers as are set forth in the Documents.

Section 2.2 - Membership. Each Owner (including Declarant for so long as Declarant is an Owner), by virtue of being an Owner, shall be a Member of the Association. No other person shall be accepted as a Member. Each Lot Owner in the Community, by acceptance of a deed conveying title thereto, whether from the Declarant or subsequent Lot Owner, shall accept such deed subject to the provisions of the By-Laws of the Association, and thereby becomes a member of the Association, for the purposes outlined herein.

Section 2.2.1 - Appurtenant to Ownership. Association membership is appurtenant to and may not be separated from the ownership of a Lot. Membership shall terminate upon termination of Lot ownership. Ownership of a Lot shall be the sole qualification for Association membership. Membership shall not be transferred, pledged or alienated in any way except upon transfer of title to the Owner’s Lot (and then only to the transferee of title to such Lot). Any attempt to make a prohibited transfer is void. The rights, duties, privileges and obligations of all Members shall be provided in the Documents.

Section 2.3 - Classes of Membership. The Association shall initially have two (2) classes of Members:

Section 2.3.1 - Class "A" Members. Each Owner, except Declarant, shall be a Class A Member. Only one (1) vote for each Lot owned by a Class A Member(s) may be cast. The vote for each Lot shall be cast as a majority of co-Owners of the subject Lot shall determine. Any vote cast by a single Member shall be deemed the authorized vote for that Lot. If the majority of co-Owners present in person or by proxy at a meeting cannot agree as to how to cast the vote for their Lot, no vote shall be cast for that Lot. The power to cast a particular Member's vote may be exercised by (i) the Member's conservator; (ii) the guardian of the Member's estate; (iii) the parent(s) entitled to custody of a Member if the Member is a minor; or (iv) the executor or administrator of a deceased Member's estate if the Member's interest in the Lot is subject to administration in his estate.
Section 2.3.2 - Class "B" Member. Declarant shall be the sole Class B Member. Three (3) votes for each Lot owned by a Class B Member(s), i.e., the Declarant, may be cast. Class B membership shall expire and shall be converted to Class A membership when Declarant, in its sole discretion, shall determine.

Section 2.3.3 - Conversion of Class B Membership. Upon the conversion of Class B membership to Class A membership, but while Declarant still owns one or more Lots in the Community, each provision of the Documents which requires approval by each class of Members shall instead require: (i) the approval of a majority of all Members; and (ii) the approval of a majority of all Members other than Declarant. After Declarant no longer owns a Lot in the Community, each provision of the Documents which requires the approval of a majority of each class of Members shall instead require the approval of a majority of all Members.

ARTICLE III
Description of Land

The entire Community is situated in Hancock County, Indiana, and is located on the real property described on Exhibit "A."

ARTICLE IV
Boundaries

Boundaries of each Lot created by the Declaration shall be shown on the Plat(s) as numbered Lots with their identifying number.

ARTICLE V
Limited Common Area

The following portions of the Common Area are Limited Common Area assigned to the Lots in Areas, A, C and E as stated:

(a) Stoops, steps and walks to the entrances to each building, which provide access to less than all Lots, the use of which is limited to the Lots to which they provide access.

(b) Driveways associated with each Lot the use of which is limited to the Lot or Lots as shown on the Plat(s).

(c) Patios and/or decks associated with each Lot, the use of which is limited to the Lot or Lots to which said patio and/or deck is adjacent or attached.

ARTICLE VI
Maintenance, Repair and Replacement

Section 6.1 - Common Area. The Association shall maintain, repair and replace all of the Common Area, including, but not limited to, streets and roads not dedicated to the public and maintained by the Association in the manner deemed necessary and appropriate by the Board in its sole discretion, except the portions of the Limited Common Area which are required by this Declaration to be maintained, repaired or
replaced by the Lot Owners. Snow removal for the Community’s internal streets shall be the responsibility of the Declarant or the Association.

**Section 6.2 - Lots.** Each Lot Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Lot, except the portions thereof required by the Declaration, to be maintained, repaired or replaced by the Association. Each Lot Owner shall be responsible for constructing a four (4) foot wide concrete sidewalk of 4,000 psi concrete, four (4) inches thick, sloped toward the street with expansion joints each forty-eight (48) inches along the entire street frontage of their respective Lot. The sidewalk shall be located one (1) foot inside the street right-of-way line, (not on the Lot) and parallel to the street right-of-way line. The Lot Owner is responsible for the repair and maintenance of the sidewalk for the initial one (1) year from completion of residence. Thereafter, the Association shall be responsible for maintenance and upkeep of the sidewalk except for any damage done by the adjoining Lot Owner. All public sidewalks shall comply with all American with Disabilities Act (ADA), as amended, requirements and in the situation of a conflict with ADA rules, covenants or other regulations, the ADA shall govern.

**Section 6.3 - Limited Common Area.** The Association shall perform all regularly scheduled and routine repair, maintenance, cleaning or replacement of the Limited Common Areas and the expenses thereof shall be born by the Lot Owners within the Section in which such Limited Common Area is located. Any repair, maintenance, cleaning or replacement of the Common Area or Limited Common Area which becomes necessary because of the negligence or neglect of any Lot Owner(s) shall be performed by the Association at such Lot Owners’ expense as a separately assessed Common Expense after notice and hearing pursuant to Section 15.6. No additional exterior improvement, component or element of any kind, including exterior antennae or satellite dish of any sort, may be attached to any Lot without the prior written consent of the Board. In the event that such approved additional component or element becomes deteriorated or unsightly or is inconsistent with conditions placed upon its installation, it may be removed or repaired at the Lot Owner’s expense as a separately assessed Common Expense after Notice and Hearing.

The Association shall be responsible for snow removal from all driveways and sidewalks (but not the patios, decks, stoops, steps or walks that lead to an interior entrance) which are Limited Common Area. Each Lot Owner shall be responsible for removing all snow, leaves and debris from all patios, decks, stoops, steps or walks that lead to an interior entrance which are Limited Common Areas appurtenant to the Owner’s Lot. If any such Limited Common Area is appurtenant to two or more Lots, the Owners of those Lots shall be jointly responsible for such removal.

**Section 6.4 - Access.** Any person authorized by the Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Lot or the Common Area, and for the purpose of performing installations, alterations or repairs, and insect or other pest extermination, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Lot Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, and with such force as is apparently necessary to gain entrance, whether or not the Lot Owner is present at the time.

**Section 6.5 - Repairs Resulting from Negligence.** Each Lot Owner will reimburse the Association for any damages to any other Lot or to the Common Area caused intentionally, negligently or by the Lot Owner’s failure to properly maintain, repair or make replacements to the Lot Owner’s Lot or to the Limited Common Area for which such Owner is responsible under Section 6.3 of the Declaration. The Association will be responsible for damage to Lots caused intentionally, negligently or by its failure to maintain, repair or
make replacements to the Common Area. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

ARTICLE VII
Encroachments and Easements for Building

If, by reason of the location, construction, settling or shifting of a building, any part of a Building consisting of the single-family living unit appurtenant to a Lot in Areas A, C or E (hereinafter in this Article VII referred to as the "Encroaching Lot") now encroaches or shall hereafter encroach upon any other adjacent Lot, then in such event, an easement shall be deemed to exist and run to the owner of the Encroaching Lot and all appurtenances. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot and serving the subject Owner’s Lot in Areas A, C or E.

ARTICLE VIII
Development Rights and Other Special Declarant Rights

Section 8.1 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Community:

(a) To complete Improvements indicated on the Plat(s), including the addition of a clubhouse and other amenities if so desired by Declarant;

(b) To exercise any right reserved to it in the Declaration;

(c) To maintain sales offices, management offices, signs advertising the Community, and models;

(d) To use easements through the Common Area for the purpose of making Improvements within the Community;

(e) To appoint or remove any officer of the Association or member of the Board until such time as the Class B Membership is converted to Class A Membership pursuant to Section 2.3.3 of this Declaration;

(f) To annex additional property pursuant to Section 8.8 of this Declaration.

(g) To dedicate any streets or drives within the Property to the appropriate municipal authority.

Section 8.2 - Models, Sales Offices and Management Offices. As long as the Declarant is a Lot Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Lot owned by the Declarant or any portion of the Common Area as a model Lot or sales office or management office.

Section 8.3 - Construction: Declarant's Easement. The Declarant reserves the right to perform warranty work and repairs, construction work, and to store materials in secure compartments or directly upon the ground, in or upon Lots and in the Common Area, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the
consent or approval of the Board. The Declarant has such an easement through the Common Area as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights reserved in this Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.

Section 8.4 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Area to promote sales of Lots and to conduct general sales activities.

Section 8.5 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Property that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.6 - Limitations on Special Declarant Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant: (a) is obligated under any warranty or obligation, (b) holds a Development Right to create additional Lots or Common Area, (c) owns any Lot; or (d) owns any Security Interest in any Lots.

Section 8.7 - Interference with Special Declarant Rights. Neither the Association nor any Lot Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

Section 8.8 - Addition of Additional Property. Additional land owned by the Declarant and contiguous to the real property described on Exhibit "A" attached hereto and made a part hereof may be added to the property by the Declarant without the consent of Owners during the period set forth in Section 8.6 above. Said addition shall be effective upon the Declarant's recording an instrument referencing this Declaration, describing the real property to be added, and submitting said real property to the provisions of this Declaration. Upon the addition of land, the Owners of Lots in such additional land shall have full access to all of the Common Area, facilities, and amenities, as though such additional land had originally been within the provisions of this Declaration from the time it was recorded in the Office of the Recorder of Hancock County. In a like manner, the existing Owners shall have full access to the Common Area of any land added pursuant to this Declaration.

Section 8.9 - Declarant Control of the Association. Notwithstanding any other provisions of this Declaration, there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by the Declarant (regardless of whether such persons personally own a Lot or Lots), may appoint and remove the officers and members of the Board. The period of Declarant control shall continue for so long as Declarant owns any Lot. Declarant may, however, sooner voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the period of Declarant control of the Association, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.
ARTICLE IX
Restrictions on Use, Alienation and Occupancy

Section 9.1 - Use Restrictions. Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Lots and to the Common Area:

(a) The use of each Lot is restricted to that of a single-family residence and accessory uses as permitted herein. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Lot, shall be conducted, maintained or permitted in any part of a Lot, nor shall any Lot be used or rented for transient, hotel or motel purposes.

(b) No immoral, improper, offensive or unlawful use may be made of, on or about the Property and Lot Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Indiana and all ordinances, rules and regulations of the County of Hancock and the Town of McCordsville. The violating Lot Owner shall hold the Association and other Lot Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 9.2 - Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VIII, the following occupancy restrictions apply to all Lots and to the Common Area:

(a) No electrical device creating electrical overloading of standard circuits may be used without written permission from the Board. Misuse or abuse of appliances or fixtures within a Lot which affects other Lots or the Common Area is prohibited. Any damage resulting from such misuse shall be the responsibility of the Lot Owner from whose Lot it shall have been caused. Total electrical usage in any Lot shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

(b) Each Lot Owner shall keep his or her Lot in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Lot in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin, insects or other health hazard. Moreover, trash bins and containers shall not be stored outside except the day before regularly scheduled trash pick-up. Following such regularly scheduled trash pick-up all trash bins and containers shall be returned to their proper storage areas within twelve (12) hours.

(c) All fixtures and equipment will be used for the purposes for which they were designed. There shall be no floor load in excess of fifty (50) pounds per square foot, unless special arrangements are made, and an engineering determination of floor load capacity in the area of the heavy use is approved by the Association.

(d) Attached garages, if applicable are for occupancy and use by the owner of the subject Lot on which said garage is located and shall be used for storage, parking space for vehicles, shop pursuits and other such uses. No boats, campers, recreational vehicle or watercraft of any type may be kept, parked or stored outside of any such garage for more than forty-eight (48) hours. Only passenger cars and light, non-commercial trucks may be parked outside of the garage.
in the driveways to the subject Lot and no vehicles of any type shall be parked in the roadways within the Community.

(e) No noxious, offensive, dangerous or unsafe activity shall be carried on in any Lot, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Lot Owners or occupants. No Lot Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Lot Owners or occupants. No Lot Owner or occupant shall cause noise or play, or suffer to be played, any musical instrument or operate or suffer to be operated a television set, radio or other such device at such high volume or in such other manner that it shall cause unreasonable disturbances to other Lot Owners or occupants.

(f) No animals, bird, or reptiles of any kind shall be raised, bred, or kept in a Lot, except for: A maximum of two (2) pets consisting of either dog(s) (of gentle disposition and reasonable size), which shall be kept on a leash at all times when outdoors; cat(s); or other traditional household pet(s), approved by the Board or the Manager as to compatibility with the Community. Pets may not be kept, bred or maintained for any commercial purposes. The decision of the Board with regard to the reasonableness of the size and type of pets shall be final. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days’ written notice. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

(g) The maintenance of all irrigation or sprinkler systems installed in the right-of-way shall be the responsibility of the individual Lot Owner or the Declarant. Hancock County assumes no responsibility for maintenance or damage of any kind.

(h) The Declarant, for Declarant and for all future owners and occupants of the Community, or any parcel or division thereof, for and in consideration of the right to develop the Community for other than agricultural uses, hereby:

(i) Acknowledges and agrees that the Community is adjacent to an area zoned or used for agricultural purposes, which uses include, but are not limited to: (A) production of crops; (B) animal husbandry; (C) land application of animal waste; (D) raising, breeding and sale of livestock and poultry, including confinement feeding operations; (E) use of farm machinery; and/or (F) the sale of farm products.

(ii) Waives any and all objections to any agricultural uses within two (2) miles of any boundary of the Community.

(iii) Agrees that agricultural uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endanger human health.
(iv) Agrees that this covenant is for the benefit of Hancock County, Indiana, and for all persons engaged in agricultural uses within two (2) miles of any boundary of the Community and is enforceable by any of the foregoing.

(i) All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Association. The design and specifications shall be in accordance with all U.S. Postal Service regulations and all regulations of Hancock County, Indiana. If nominal 6" x 6" posts are used, the posts shall be scored at ground level to the equivalent of a 4" x 4" post.

Section 9.3 - Restrictions on Alienation. A Lot may not be conveyed pursuant to a time-sharing plan. A Lot may not be leased or rented for a term of less than six (6) months. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.

All leases of a Lot shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

Section 9.4 - Declarant's Rights. Notwithstanding the foregoing, as long as the Declarant is a Lot Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Lot owned by the Declarant or any portion of the Common Area as a model Lot or sales office. The Declarant may also maintain management offices, signs and display advertising in and around the Community as Declarant deems appropriate.

Section 9.5 - Other Restrictions. All other covenants and restrictions related to the Lots are set forth in the Plats or the applicable Section Declaration.

ARTICLE X
Easements and Licenses

Section 10.1 - Blanket Easement. There shall be and hereby is established a blanket easement upon the Common Areas within the Community for the installation, maintenance and repair of all public utilities, including without limitation, water, sanitary sewer, storm sewer, electricity, gas, telephone, cable television, telecommunications as well as Community signage and other such Community improvements. Any additional easements or licenses to which the Community shall be subject will be noted on the Plat(s). In addition, the Community may be subject to other easements or licenses granted by the Declarant pursuant to Declarant’s powers under Article VIII of this Declaration.

Section 10.2 - Drainage Swales. Drainage swales, or ditches, along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the County Drainage Board. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that the drainage swales or ditches will not be damaged by the water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in the Hancock County Subdivision Control Ordinance §155.091 (E).
Any Lot Owner altering, changing, or damaging these drainage swales or ditches will be held responsible for the action and will be given ten days notice by registered mail to repair the damage, after which time, if no action is taken, the County Drainage Board will cause the repairs to be accomplished, and the bill for the repairs will be sent to the affected Lot Owner for immediate payment.

Section 10.3 - Trash Collection. The Board shall contract with only one (1) trash collection company for the Community. The contracted trash collector shall also provide curbside recycling.

ARTICLE XI
Additions, Alterations and Improvements

Section 11.1 - Additions, Alterations and Improvements by Lot Owners.

(a) No Lot Owner will make any structural addition, structural alteration, or structural improvement in or to the Community without the prior written consent thereto of the Board in accordance with Section 11.1(c).

(b) Subject to Section 11.1(a), a Lot Owner:

(i) May make any other improvements or alterations to the interior of his or her Lot that do not impair the structural integrity or mechanical systems or lessen the support of any portion of any other Lot;

(ii) May install landscaping and plant vegetation within the Owner’s Lot, without the permission of the Board, provided that such landscaping shall be sightly and properly maintained.

(iii) May not change the appearance of the Common Area, or the exterior appearance of a Lot, or any other portion of the Community, without the prior written permission of the Board;

(c) A Lot Owner may submit a written request to the Board for approval to do anything that an Owner is forbidden to do under Subsection 11.1(a) or 11.1(b) (iii). The Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Board to the proposed action. The Board shall review requests in accordance with the provisions of its rules.

(d) The Board, in its sole discretion, may declare that any landscaping or vegetation planted by a Lot Owner in accordance with Subsection 11.1(b)(ii) is unsightly or improperly maintained and may, after Notice and Hearing, either maintain or remove such landscaping or vegetation at the Lot Owner’s expense.

(e) All additions, alterations and improvements to the Lots and Common Area shall not, except pursuant to prior approval by the Board, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change. In the event that there is an increase in any insurance premium carried by the Association as a result of any addition, alteration or improvement by a Lot Owner(s), such
increase shall be assessed in a separate Special Assessment against the Lot Owner(s) affected by such change.

(f) No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between two and one-half and eight feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of the minor street lines, and 75 feet from the intersection of arterial streets, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

(g) The same sight line limitations shall apply to any Lot within ten feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. No driveway structure shall be located within driveway limits.

(h) No sump pump drains or other drains shall outlet onto the street.

(i) No trees shall be planted in the county right-of-way.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 11.2 - Additions, Alterations and Improvements by Board. The Board may make any additions, alterations or improvements to the Common Area which, in its judgment, it deems necessary.

ARTICLE XII
Amendments to Declaration

Section 12.1 - General. During the term of initial control of the Board by the Declarant, the Declarant shall have the right to amend any provision of this Declaration as provided in Article VIII without consent of any Owner. After the expiration of the term of initial control by the Declarant, this Declaration may be amended only by vote or agreement of Lot Owners of Lots to which at least eighty percent (80%) of the votes in the Association are allocated.

Section 12.2 - Addition of other amenities. In the event that Declarant decides to construct other amenities during the term of initial control of the Board by Declarant, the Declarant shall have the right to amend any provision of this Declaration without consent of any Owner.

Section 12.3 - Execution of Amendments. Any amendment to the Declaration which has been adopted in accordance with this Declaration, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Amendments by the Declarant shall be executed by the Declarant only. All properly enacted amendments must be recorded by the Association in the office of the recorder of Hancock County, Indiana.

Section 12.4 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

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ARTICLE XIII
Amendments to Bylaws

The Association Bylaws, covenants and restrictions, and/or a management firms’ contract may be amended only by an eighty percent (80%) vote of the members of the Board, following Notice and Comment to all Lot Owners, at any meeting duly called for such purpose and provided that the text of the proposed Amendment(s) shall have been sent to all Directors with the call for the meeting at least ten (10) days in advance of such meeting.

ARTICLE XIV
Mortgagee Protection

Section 14.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 14.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Lots which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Lots then subject to Security Interests held by Eligible Mortgagees.

Section 14.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or any Lot in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency in the payment of Common Expense assessments owed by a Lot Owner whose Lot is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, as applicable, which remains uncured for a period of ninety (90) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any judgment rendered against the Association.

Section 14.4 - Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 14.5 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.
Section 14.6 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting which a Lot Owner may attend.

ARTICLE XV
Assessment and Collection of Common Expenses

Section 15.1 - Payment of Regular Assessments. Regular Assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Regular Assessments shall be levied on a fiscal year basis. Unless otherwise specified by the Board, Regular Assessments shall be due and payable in monthly installments by each Lot Owner on the first day of each month during the term of this Declaration. Regular Assessments shall commence as to each Lot subject to Section 15.4 below, no later than the first day of the first month following the month in which the Lot is conveyed to an Owner other than Declarant and may commence prior to that date at the option of Declarant.

Section 15.2 - Budgeting. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (i) estimated revenue and expenses on an accrual basis; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of Common Area and for contingencies; (iii) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Common Area; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area. The total amount shall be charged equally against all Lots in the Community as Regular Assessments, subject to the limitations set forth in the By-Laws. Each year the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the Regular Assessment to be levied against the Owner’s Lot, not less than thirty (30) days prior to the beginning of the fiscal year.

Section 15.3 - Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix Regular Assessments for the next fiscal year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed.

Section 15.4 - Exemption from Regular Assessment. Declarant is exempt from payment of all Regular and Special Assessments so long as Declarant remains fully responsible for maintenance and all other expenses associated with structural Improvements on any Lots that are owned by Declarant.

Section 15.5 - Special Assessments. Subject to the limitations in the By-Laws, Special Assessments may be levied in addition to Regular Assessments for (i) constructing capital Improvements; (ii) correcting an inadequacy in the Current Operation Account; (iii) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of Common Area; or (iv) paying for such other matters as the Board may deem appropriate for the Property. Special Assessments shall be levied in the same manner as Regular Assessments.

Section 15.6 - Common Expenses Attributable to Fewer than all Lots. Expenses attributable to fewer than all Lots, or attributable to an individual Lot or Lot Owner, may be assessed as a Special Assessment against the individual Lot(s) under the following circumstances
(a) Any expense associated with the repair, maintenance, cleaning or replacement of the Common Area or Limited Common Area which becomes necessary because of the negligence or neglect of any Lot Owner or any repair made pursuant to Section 6.3 or Section 6.5 shall be separately assessed against the responsible Lot Owner's Lot. No such separate assessment shall be made without Notice and Hearing as provided in Section 20.2.

(b) Any expense associated with proper maintenance or removal of landscaping, vegetation or improvement pursuant to Section 11.1 shall be separately assessed against such Lot Owner's Lot.

(c) Any expense for services provided by the Association to an individual Lot at the request of the Lot Owner shall be assessed against the Lot that benefits from such service.

(d) Any insurance premium increase attributable to a particular Lot by virtue of activities in or construction of the Lot shall be assessed against that Lot.

(e) An assessment to pay a judgment against the Association may be made only against the Lots in the Community at the time the judgment was entered, in proportion to their Common Expense liabilities.

(f) If a Common Expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against that Lot Owner's Lot.

(g) Fees, charges, late charges, fines, collection costs (including reasonable attorneys' fees), and interest charged against a Lot Owner pursuant to the Documents are enforceable as Common Expense assessments.

Section 15.7 – Lien.

(a) The Association shall have a lien on a Lot for a delinquent assessment (regular or special) levied against the Lot or fines imposed against its Lot Owner from the time the Association records a Notice of Delinquency and/or Lien that the assessment is delinquent. If an assessment is payable in installments, the full amount of the assessment is delinquent if not paid to the Association by the due date of the installment.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (i) a lien, encumbrance, or secured interest recorded before the recordation of the Notice referenced in subsection 15.7(a) above; and (ii) liens for real estate taxes and other governmental assessments or charges against the Lot.

(c) Recording of a Notice of Delinquency constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required and all subsequent unpaid assessments shall be included therein.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the Notice is recorded; provided, that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's
lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section creates a lien.

(f) Any steps taken by the Association to collect sums due or enforce a lien under this Section shall entitle the Association to add to the amount due its costs and reasonable attorneys' fees.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under the laws of the State of Indiana.

(h) The Association's lien may be foreclosed as a mortgage on real estate.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 15.2 of this Declaration.

(j) Any payments received by the Association in the discharge of a Lot Owner's obligation may be applied to the oldest balance due.

Section 15.8 - Ratification of Non-budgeted Common Expense Assessments. If the Board votes to levy a Common Expense special assessment not included in the current budget in an amount greater than twenty percent (20%) of the current annual operating budget, the Board shall submit such Common Expense special assessment to the Lot Owners for ratification in the same manner as a budget.

Section 15.9 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against the Lot. The statement must be furnished within ten (10) days after the receipt of the request and is binding on the Association, the Board and each Lot Owner.

Section 15.10 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Lot Owner in the payment of any Common Expense assessment (regular or special) levied against his or her Lot, the Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the then current fiscal year to be immediately due and payable.

Section 15.11 - No Waiver of Liability for Common Expenses. No Lot Owner may exempt himself or herself from liability for payment of the Common Expenses (via either regular or special assessment) by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the assessments are made.

Section 15.12 - Personal Liability of Lot Owners. The Lot Owner of a Lot at the time a Common Expense assessment (regular or special) or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation or unless a lien is recorded prior to the subject transfer.
Section 15.13 - Accounts. As soon as regular Common Expense assessments begin to cover normal operating expenses, Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank and/or savings and loan association, which accounts shall be clearly designated as (i) the Current Operation Account and (ii) the Reserve Account. The Board shall deposit those portions of the assessments collected for current maintenance and operation into the Current Operation Account and shall deposit those portions of the assessments collected as reserves for contingencies and for replacement and deferred maintenance of capital Improvements into the Reserve Account.

Section 15.14 - Current Operation Account. All of the following may be paid from the Current Operation Account:

(a) All costs of enforcing the provisions of the Documents;

(b) Taxes and assessments, if any, levied or assessed separately against the Common Area;

(c) Sums necessary to discharge any lien or encumbrance, including taxes, levied against any Lot which constitutes a lien against any portion of the Common Area;

(d) Insurance premiums and costs for policies purchased for the benefit of the Association;

(e) Water, sewer, garbage, trash, electrical, gas, telephone and other necessary utility services for the Common Area;

(f) Costs of routine maintenance, repair and upkeep of Improvements in the Common Area; and

(g) All other goods, materials, supplies, furniture, labor, services, maintenance, repairs or alterations which the Association is authorized to secure and pay for pursuant to the terms of this Declaration or by law, other than those to be expended from the Reserve Account.

Section 15.15 - Reserve Account. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital Improvements for which reserves have been collected and held. No portion of a reserve designated for a particular capital Improvement may be expended for any purpose other than the maintenance or replacement of that capital Improvement. Except for funds collected for contingencies, no funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.

Section 15.16 – Initial Reserve Contribution. Upon the initial purchase of a Lot by a Person, other than a home builder, such purchaser shall pay $________ (“Initial Capital”) to the Association for deposit in a capital reserve fund, which fund is to be used for maintenance, repairs or replacement of Common Area that must be repaired and replaced on a periodic basis.

Section 15.17 – Section Assessments. The assessments identified in this Article XV are in addition to any assessments due and payable under any Section Declaration to homeowners associations governing any Section or Sections. The lien of any Section within the Community shall be subordinate to any lien under this Article XV.
ARTICLE XVI
Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Lot Owners of Lots to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XVII
Persons and Lots Subject to Documents

Section 17.1 - Compliance with Documents. All Lot Owners, tenants, mortgagees and occupants of Lots shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Lot.

Section 17.2 - Adoption of Rules. The Board may adopt Rules regarding the use and occupancy of Lots affecting the Common Area and Limited Common Area and the activities of occupants, subject to Notice and Comment.

ARTICLE XVIII
Insurance

Section 18.1 - Coverage. To the extent reasonably available, the Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners and Eligible Mortgagees at their respective last known address.

Section 18.2 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Board but in no event less than One Million Dollars ($1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area, and the activities of the Association.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(i) Each Lot Owner is an insured person under the policy with respect to liability arising out of the Lot Owner's membership in the Association.

(ii) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner.

(iii) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.
(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(v) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 18.3 - Workers' Compensation Insurance. The Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Indiana.

Section 18.4 - Directors' and Officers' Liability Insurance. The Board may obtain and maintain directors' and officers' liability insurance covering all of the directors and officers of the Association in such limits as the Board in its sole discretion may, from time to time, determine.

Section 18.5 - Other Insurance. The Association may carry other insurance which the Board considers appropriate to protect the Association.

Section 18.6 - Premiums. Insurance premiums for policies obtained and maintained by the Association hereunder shall be a Common Expense.

ARTICLE XIX
Damage to or Destruction of Property

Section 19.1 - Duty to Restore. In the event of damage to or destruction of any of the Common Area due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

Section 19.2 - Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 19.3 - Plans. The Common Area must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board.

Section 19.4 - Replacement of Less Than Entire Property. The insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Community.

Section 19.5 - Insurance Proceeds. The Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Lot Owners and lien holders as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Lot Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored.

Section 19.6 - Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Lot Owners or mortgagees, and the Board shall obtain and may rely on a title insurance company or
attorney's title certificate of title or a title insurance policy based on a search of the records of Hancock County, Indiana, from the date of the recording of the original Declaration stating the names of the Lot Owners and the mortgagees.

ARTICLE XX
Rights to Notice and Comment; Notice and Hearing

Section 20.1 - Right to Notice and Comment. Before the Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment," and at any other time the Board determines, the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot Owners at such address as appears in the records of the Association, or published in a newsletter or similar publications which is routinely circulated to all Lot Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 20.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Lot Owners or occupants of Lots whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 20.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Board from a decision by persons other than the Board by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board shall conduct an appeals hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXI
Board of Directors

Section 21.1 - Power and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration or the Bylaws. The Board shall have, subject to the limitations contained in this Declaration, the powers and duties necessary for the administration of the affairs of the Association and of the Community which shall include, but not be limited to, the following:

(a) Adopt and amend Bylaws, Rules and Regulations;
(b) Adopt and amend budgets for revenues, expenditures and reserves;
(c) Assess and collect regular and special assessments for Common Expenses from Lot Owners;
(d) Hire and discharge managing agents;
(e) Hire and discharge employees and agents, other than managing agents, and independent contractors;

(f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two or more Lot Owners on matters affecting the Community;

(g) Make contracts and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Area;

(i) Cause additional improvements to be made as a part of the Common Area;

(j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property;

(k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Area;

(l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Area and for services provided to Lot Owners;

(m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, Bylaws, Rules and Regulations of the Association;

(n) Provide for the indemnification of the Association's officers and Board and maintain directors' and officers' liability insurance;

(o) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(p) Exercise any other powers conferred by this Declaration or the Bylaws;

(q) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(r) Exercise any other power necessary and proper for the governance and operation of the Association; and

(s) By resolution, establish committees of directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Lot Owner within forty-five (45) days of such action and such committee action must be ratified, modified or rejected by the Board at its next regular meeting.
ARTICLE XXII
Open Meetings

Section 22.1 - Access. All meetings of the Board, at which action is to be taken by vote will be open to the Lot Owners, except as hereafter provided.

Section 22.2 - Notice. Notice of every such meeting will be given not less than twenty-four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 22.3 - Executive Sessions. Meetings of the Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners, in either of the following situations only:

(a) No action is taken at the executive session requiring the affirmative vote of Directors; or

(b) The action taken at the executive session involves personnel, pending litigation, contract negotiations, enforcement actions, or matters involving the invasion of privacy of individual Lot Owners, or matters which are to remain confidential by request of the affected parties and agreement of the Board.

ARTICLE XXIII
Condemnation of Common Area

If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be deposited into the Association's operating account until distributed. The Association shall represent the interests of all Owners.

ARTICLE XXIV
Provisions Relating to Sections Within the Community

Section 24.1 – General Provisions. One or more separate declarations may be filed for each Section within the Community. All Owners of Lots, lessees and occupants within such Community will be subject to the terms and provisions of the Plat, covenants and declaration for the Section, in addition to the terms and provisions of this Declaration for the entire Community. Also, each Owner will be required to be a member of the Section homeowners association in addition to being a member of this Association.

Section 24.2 – Section Plat Covenants and Declarations. So long as the Declarant owns any property within the Community, no Plat, Covenants or Declaration shall be filed for any Section within the Community by any Person or entity other than the Declarant until the Plat, Covenants or Declaration, as the case may be, have been approved in writing by the Declarant, and any such attempted recording shall be invalid.
**Section 24.3 – Section Declarations.** In order to promote uniformity between this Declaration and the various Section Declarations, the Section Declarations may incorporate by reference Articles or Sections of this Declaration without re-stating all provisions therein.

**Section 24.4 – Controlling Document.** In the event there is any conflict between the provisions of this Declaration and any Section Declaration (or supplements or amendments thereto) or any Plat (as such may be amended or supplemented), the terms and provisions of this Declaration as supplemented or amended shall be controlling. Conflict, as used herein, shall mean a situation where the application of the language in one document contradicts the language in another document. Conflict does not occur where language in one document is simply more restrictive than language in another document.

**Section 24.5 - Residential Building Standards.** In any Section in which the density is equal to or exceeds 1.0 units per acre, the residential structures shall include the following minimum building standards:

(A) Eight (8) inch overhangs on all roofs, except that side gables may use an architectural alternative that creates a dimensional effect with wood, vinyl or aluminum, subject to approval of the Hancock County plan director.

(B) Roof pitch no less than 6/12.

(C) Vinyl siding shall be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The minimum thickness of vinyl siding shall be 0.04 inches.

(D) Unless adjacent to masonry wrap, all windows, doors and corners shall have 1” x 6” white vinyl surround, or shutters or decorative trim or decorative window headers.

(E) Attached two-car garage.

**Section 24.6 - Landscaping.** Within one hundred eighty (180) days after the certificate of occupancy is issued, each residence within a Section shall have in place a minimum landscape package for the front and side yards pursuant to the requirements of Section 156.069(J) of the Hancock County Code. Said landscaping requirements shall be based upon the density (units per acre) of the respective Section.

**ARTICLE XXV**

**Miscellaneous**

**Section 25.1 - Captions.** The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

**Section 25.2 - Gender.** The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires.

**Section 25.3 - Waiver.** No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
Section 25.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 24th day of __________, 2005.

By: ________________________________
Kenneth E. Blackwell, President

STATE OF INDIANA )
COUNTY OF HANCOCK ) SS:

Personally appeared before me, a Notary Public in and for said County and State, Kenneth E. Blackwell, known to me to be the president of Sherwood Realty, LLC, who acknowledged execution of the above and foregoing Declaration of Covenants, Conditions and Restrictions of Villages at Brookside to be a voluntary act and deed for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 24th day of OCT, 2005.

My Commission Expires: 11/08/2008

This document was prepared by: William M. Braman
Bingham McHale LLP
970 Logan Street
Noblesville, In 46060
Residential Area

A part of Section 23, Township 17 North, Range 5 East, Hancock County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 23; Thence South 01 degrees 09 minutes 35 seconds West along the East line of said Northeast Quarter Section 1081.50 feet to the Point of Beginning; thence continuing along said East line, South 01 degrees 09 minutes 35 seconds West 1536.13 feet; thence North 89 degrees 12 minutes 03 seconds West 570.83 feet to the beginning of a non-tangent curve to the right whose center bears North 87 degrees 50 minutes 58 seconds West 200.00 feet; thence southwesterly along said non-tangent curve having a radius of 200.00 feet, an arc distance of 139.01 feet to a point which bears South 48 degrees 01 minutes 33 seconds East 200.00 feet from said center; thence South 41 degrees 58 minutes 27 seconds West 485.57 feet to the beginning of a curve to the right whose center bears North 48 degrees 01 minutes 33 seconds West 150.00 feet; thence southwesterly along said curve having a radius of 150.00 feet, an arc distance of 126.16 feet to a point which bears South 00 degrees 09 minutes 44 seconds West 150.00 feet from said center; thence North 89 degrees 50 minutes 16 seconds West 776.00 feet to the beginning of a non-tangent curve to the left whose center bears North 83 degrees 45 minutes 12 seconds East 400.00 feet; thence southeasterly along said non-tangent curve having a radius of 400.00 feet, an arc distance of 134.46 feet to a point which bears South 64 degrees 29 minutes 35 seconds West 400.00 feet from said center; thence South 25 degrees 30 minutes 25 seconds East 385.55 feet to the beginning of a curve to the right whose center bears South 64 degrees 29 minutes 35 seconds West 400.00 feet; thence southerly and southwesterly along said curve having a radius of 400.00 feet, an arc distance of 576.73 feet to a point which bears South 32 degrees 53 minutes 48 seconds East 400.00 feet from said center; thence South 57 degrees 06 minutes 12 seconds West 150.64 feet to the beginning of a curve to the left whose center bears South 32 degrees 53 minutes 48 seconds East 250.00 feet; thence southwesterly along said curve having a radius of 250.00 feet, an arc distance of 248.45 feet to a point which bears North 89 degrees 50 minutes 16 seconds West 250.00 feet from said center; thence South 00 degrees 09 minutes 44 seconds West 18.07 feet; thence North 89 degrees 50 minutes 16 seconds West 694.45 feet to the west line of the Southeast Quarter of said Section 23; thence North 01 degrees 07 minutes 59 seconds East along said west line 509.48 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 23; thence North 89 degrees 50 minutes 16 seconds West along the south line of said Quarter-Quarter Section 1333.78 feet to the Southwest corner of said Quarter-Quarter Section; thence North 01 degrees 07 minutes 35 seconds East along the west line of said Quarter-Quarter Section 1313.18 feet to the northwest corner of said Quarter-Quarter Section; thence South 89 degrees 46 minutes 02 seconds East along the north line of said Quarter-Quarter Section 1333.90 feet to the southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 23; thence North 01 degrees 07 minutes 59 seconds East along the west line of said Quarter-Quarter Section 1314.66 feet to the northwest corner of said Quarter-Quarter Section; thence South 89 degrees 44 minutes 13 seconds East along the north line of said Quarter-Quarter Section 576.97 feet; thence North 01
degrees 08 minutes 46 seconds East 1314.36 feet to the north line of the Northeast Quarter of said Section 23; thence South 89 degrees 42 minutes 25 seconds East along said north line 1260.50 feet; thence South 00 degrees 17 minutes 35 seconds West 40.00 feet; thence South 01 degrees 56 minutes 34 seconds West 1042.04 feet; thence South 89 degrees 43 minutes 22 seconds East 851.86 feet to the Point of Beginning. Containing 214.377 acres, more or less.
Cross-Reference to Instrument No 110000685

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR THE VILLAGES AT BROOKSIDE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR THE VILLAGES AT BROOKSIDE (this "Amendment") is made this 7th day of December, 2011, by GRAND COMMUNITIES, LTD., a Kentucky limited partnership (the "Declarant").

RECITALS

A. Declarant and Sherwood Hills South, Inc., an Indiana corporation, entered into that certain Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for the Villages at Brookside dated December 29, 2010, and recorded on January 18, 2011, as Instrument Number 110000685 in the Office of the Recorder of Hancock County, Indiana (collectively, the "Declaration").

B. Article 15, Section 15.2 of the Declaration provides that during the Development Period (as defined in the Declaration), any provision of the Declaration may be amended in whole or in part or terminated by a recorded instrument executed by Declarant and approved by the Owners of at least sixty-seven percent (67%) of all Lots (as defined in the Declaration) located on the Declarant Property (as defined in the Declaration).

C. The Development Period has not expired or terminated.

D. Declarant owns greater than sixty-seven percent (67%) of all Lots located on the Declarant Property.

E. Declarant desires to modify and amend the Declaration as provided herein.
AGREEMENTS

NOW, THEREFORE, the Declarant, in accordance with the provisions of the Declaration, makes this Amendment and hereby amends the Declaration in the manner hereinafter provided:

1. Definitions. All terms used in this Amendment with initial capital letters (and not otherwise defined in this Amendment) shall have the same meanings herein as in the Declaration (as the same may be amended, limited or supplemented from time to time as therein provided).

2. Amendment to Article 7 of the Declaration. Article 7 of the Declaration is hereby amended to add the following Section 7.7:

"7.7. Responsible Parties. Channels, tile drains 8-inch or larger, inlets and outlets of detention and retention ponds, and appurtenances thereto within designated drain easements on the Declarant Property are extensions of the Town of McCordsville's stormwater drainage system and are the responsibility of the Town of McCordsville Drainage Board and/or the McCordsville Public Works Commissioner. Drainage swales and tile drains on the Declarant Property that are less than 8-inch in inside diameter shall be the responsibility of the Owner or the Association."

3. Amendment to Article 10 of the Declaration. Article 10 of the Declaration is hereby amended to add the following Section 10.4:

"10.4. Notice of Association Maintenance Responsibility and Reserve Account. Town of McCordsville Ordinance Number 041211 requires that the Association for the Declarant Property shall be responsible for the maintenance and repair of all internal street lighting and signage within the Declarant Property and the Association shall maintain a reserve account for the replacement of street signs and light fixtures in anticipation that the same will require replacement on or before 25 years after the date of the Declaration. This requirement may be modified only by the Town Council's approval of an amendment to Ordinance Number 041211."

4. Effect of Covenants. All provisions of this Amendment and the Declaration, as the same may be amended, limited or supplemented from time to time as therein provided, shall be covenants running with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Declarant Property or in any respective part thereof and on all persons claiming under them, as more particularly provided in the Declaration.

5. Declaration Continuous. Except as expressly supplemented and/or amended by this Amendment, the Declaration (as the same has been amended, limited or supplemented) shall continue in full force and effect.

[Signature page(s) to follow.]
IN WITNESS WHEREOF, Declarant has duly executed and delivered this Amendment on the date first written above.

DECLARANT: GrAND COMMUNITIES, LTD., a Kentucky limited partnership

By: Fischer Development Company, its General Partner

By: [Signature]

TodD E. HUSS, President

STATE OF Kentucky )
COUNTY OF Kenton ) SS:

Before me, a Notary Public in and for the County and State referenced above, personally appeared Todd E. Huss, the President of Fischer Development Company, the General Partner of GRAND COMMUNITIES, LTD., who, having been first duly sworn, acknowledged the execution of the foregoing First Amendment of Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for the Villages at Brookside on behalf of such limited liability partnership and stated that the representations contained therein are true.

Witness my hand and notarial seal this 7th day of December, 2011.

[Notary Seal]

LAUREN C. FELDMAN
Notary Public

[Notary Stamp]

I am a resident of Kenton County, Kentucky.

My commission expires: 4/7/15

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Marc D. Pfleging.

This instrument was prepared by Marc D. Pfleging, Attorney at Law, Baker & Daniels LLP, 600 E. 96th Street, Suite 600, Indianapolis, Indiana 46240
FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND
RESERVATION OF EASEMENTS FOR THE VILLAGES AT BROOKSIDE

This First Amendment to the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for The Villages at Brookside ("First Amendment") is made as of the 23rd day of March, 2016, by GRAND COMMUNITIES, LTD., a Kentucky limited partnership ("Declarant");

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for The Villages at Brookside which was recorded on January 18, 2011, as Instrument No. 110000685 in the Office of the Recorder of Hancock County, Indiana (the "Declaration"); and

WHEREAS, Declarant desires to provide for the preservation of values and amenities in The Villages at Brookside ("Subdivision") and for the maintenance of the Common Elements, including the Recreational Facilities within the Subdivision;

WHEREAS, Sherwood Hills South, Inc. ("Sherwood") is named in the Declaration as an owner of real property adjacent to the Subdivision defined in the Declaration as the Sherwood Owned Property; and

WHEREAS, Sherwood no longer owns the Sherwood Owned Property; and

WHEREAS, pursuant to Section 15.2 of the Declaration, Declarant can amend the Declaration at any time during the Development Period without the vote of any Owners by a written instrument executed by Declarant for the purpose of making changes which Declarant deems necessary to market homes for sale in the current local or national economic market; and

WHEREAS, pursuant to Section 1.28, the Development Period remains in effect and therefore Declarant has authority to enter into this First Amendment and does hereby amend the Declaration as set forth below; and

WHEREAS, all terms used in this First Amendment and not otherwise defined in this First Amendment shall have the same meaning as in the Declaration.
NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

1. All references to Sherwood as a party to the Declaration are hereby deleted in their entirety including references to Neighborhood “E.”

2. The following definition shall be added to the Declaration:

“1.68 "Patio Home Lot" shall mean and refer to a Lot on which a patio home shall be constructed and in which the Association, as opposed to the Owner of such Lot, shall be responsible for maintaining the lawn area and landscaping (except for flower beds or gardens installed by the Lot Owner) situated on such Lot. Such parcel or land may be designated as a "Patio Home Lot" upon any recorded Subdivision plat.”

3. Declarant hereby designates the following Lots in the Subdivision as Patio Home Lots:

   Villages at Brookside, Section 9, numbered Lots 21 through 23 and 36 through 55, as shown on the plat recorded at Instrument Number 201601703, Plat Cabinet C, Plat Slides 364 and 365, of the Hancock County, Indiana Recorder’s Office.

4. Declarant does hereby establish the following additional covenants, conditions, restrictions, easements and liens (the “Supplemental Restrictions”) for all Patio Home Lots designated by this First Amendment and all subsequent Amendments thereto as Patio Home Lots. The Supplemental Restrictions are meant to supplement and complement the covenants, conditions, restrictions, easements and liens set forth in the Declaration. In the event of conflict between the covenants, restrictions, easements and liens in the Declaration and those provided for in the Supplemental Restrictions, the Supplemental Restrictions shall prevail. The Supplemental Restrictions for the Patio Home Lots are attached hereto as Exhibit A. The Supplemental Restrictions shall hereinafter burden and benefit all Lots designated as “Patio Home Lots” in this First Amendment and all subsequent Amendments, shall run with the land and be binding on current and successor Patio Home Lot Owners.

5. Except as set forth above, the Declaration remains in full force and effect. The definitions of capitalized terms, not specifically set forth herein, shall be the same as those provided for in the Declaration.

The balance of this page is intentionally left blank. Signature page to follow.
IN WITNESS WHEREOF, Declarant has executed this First Amendment on the day and year first written above.

DECLARANT:
GRAND COMMUNITIES, LTD.
a Kentucky limited partnership
By: Fischer Development Company
   a Kentucky corporation
   Its: General Partner

By:  
Todd E. Huss, President

COMMONWEALTH OF KENTUCKY  )
 ) SS:
COUNTY OF BOONE

The foregoing instrument was acknowledged before me this 8th day of March, 2016, by Todd E. Huss, as President of Fischer Development Company, a Kentucky corporation and General Partner of GRAND COMMUNITIES, LTD., a Kentucky limited partnership, on behalf of the corporation and limited partnership.

Notary Public

This instrument was prepared by M. Larry Sprague, Attorney at Law, Fischer Development Company, 3940 Olympic Boulevard, Ste. 100, Erlanger, KY 41018.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. M. Larry Sprague.
EXHIBIT A

Patio Home Lots
Additional Covenants, Conditions, Restrictions, Easements and Liens
("Supplemental Restrictions")

1. ARCHITECTURAL APPROVAL REQUIRED. Except for initial construction of Dwelling Units, accessory structures and Common Elements by Declarant and Builder, no building, landscaping, fence, wall or other structure, improvement or device, or replacement or alteration or repair thereof, shall be commenced, repaired, replaced, erected or maintained upon any Patio Home Lot, nor shall any exterior addition to or change or painting or other alteration in a Dwelling Unit and/or Structure be made until such plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to compatibility with the surrounding built and natural environment, harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors.

Requests for approval shall be made as set forth in Article 5 of the Declaration.

2. ADDITIONAL COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY. These following covenants and restrictions are in addition and shall complement the covenants and restrictions set forth in Article 6 of the Declaration. In the event of a conflict between covenants and restrictions listed in Article 6 of the Declaration and the following covenants and restrictions, the following covenants and restrictions shall prevail.

(a) BUILDING TYPE: No building or structure shall be erected, placed or permitted to remain upon any Patio Home Lot except one single-family Dwelling Unit which may include an attached garage. No other structure shall be erected, placed or permitted to remain on any Patio Home Lot, except as provided herein. Without limiting the generality thereof, the word "structure" as used herein means anything or any object, the placement of which upon any building Patio Home Lot may affect the appearance of such Patio Home Lot, including any building, garage, shed, barn, greenhouse, coop, cage, shack, trailer, swimming pool, outbuilding, basketball backboard, play apparatuses and equipment, play houses, or any other temporary or permanent improvement on such Patio Home Lot. It is further provided, however, that the word "structure" does not include uncovered patios or decks.

(b) LANDSCAPING: Every Dwelling Unit constructed on any Patio Home Lot shall be landscaped at the time of construction of the Dwelling Unit. The landscaping shall be completed in accordance with the landscaping requirements of the Builder, as approved by the Declarant or Declarant's designee. In the event the construction of the Dwelling Unit is completed between the first day of March and the thirtieth day of September, this landscaping shall be installed no later than ninety (90) days after the completion of the Dwelling Unit. In the event the construction of the Dwelling Unit is completed between the first day of October and the last day of February, this landscaping shall be installed no later than the first day of the following June. No additional landscaping shall be installed by any Patio Home Lot Owner, except annual flowers that may be planted in any existing landscape bed on the Owner's Patio Home Lot without written consent as required under Paragraph 1 herein.
(c) FENCES: No fences shall be erected or built on any part of a Patio Home Lot except that an invisible fence shall be permitted. In no case shall the installation of an invisible fence destroy or otherwise disturb any landscaping area on any Patio Home Lot.

(d) BASKETBALL BACKBOARDS: No basketball backboards shall be erected, constructed or permitted to remain on any Patio Home Lot.

(e) PLAY APPARATUSES AND EQUIPMENT: Play apparatuses and equipment including swing sets, or similar physical equipment, playground toys and trampolines and playhouses are prohibited on any building Patio Home Lot.

(f) IRRIGATION SYSTEMS: Irrigation systems may be installed with the approval of the Board, the Declarant, or Declarant’s designee.

(g) SWIMMING POOLS: No in-ground swimming pools or above-ground swimming pools shall be erected, constructed or permitted to remain on any Patio Home Lot.

(h) HOT TUBS/SPAS: No hot tubs or spas of any kind shall be erected, constructed or permitted to remain on any Patio Home Lot, except hot tubs or spas shall be permitted on the covered deck or covered patio areas of the Dwelling Unit only. The Board may require additional landscaping or screening of any such hot tub/spa. An improvement application is required to be submitted for approval pursuant to Article 5 of the Declaration.

(i) MAILBOX/POST-LAMPS: Approved mailboxes and post-lamps installed by the Builder for each Dwelling Unit shall be individually maintained and replaced as necessary by the Dwelling Unit for whom they serve. Costs for such maintenance and/or replacement shall be paid by the Dwelling Unit Owners that the mailboxes serve. Costs for such maintenance and/or replacement of post-lamps, including replacement bulbs, shall be paid by the Dwelling Unit Owner of the Patio Home Lot the post-lamp is located on. The cost of the electricity for the post-lamp shall be the sole responsibility of the Dwelling Unit Owner whose electric meter registers the post-lamp’s electrical usage. Mailboxes or post-lamps may not be altered or replaced without written consent as required under Paragraph 1 herein.

(j) UTILITY-DRAINAGE EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat(s) for the Patio Home Lots. Within these easements, no structure, planting or other material, other than driveways or sidewalks, shall be placed or permitted to remain upon any Patio Home Lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard the direction or flow of any drainage channels in the easement area. The easement area of each Patio Home Lot and all improvements in the easement area shall be maintained by the Owner of the Patio Home Lot except as otherwise provided in the Declaration or supplements thereto and except for those improvements for which a public authority, utility company or the Association is responsible.

3. MAINTENANCE SERVICES. It is the intention of the Declarant and Builder that the Patio Home Lots be provided with higher levels of Association provided services than are provided to other Lots within the Subdivision.
(a) REQUIRED LAWN AND LANDSCAPING MAINTENANCE SERVICES: The Association shall manage and provide lawn and landscaping maintenance services for each Patio Home Lot. Such services may include but shall not be limited to: lawn mowing, fertilizing and lawn treatments, shrub treatments, weeding, trimming and edging of front yard landscape beds, annual mulching of such landscape beds and leaf removal. The Patio Home Lot Owner shall remain responsible for maintenance of all rear yard landscaping, including establishment of the lawn, the irrigation or watering of the lawn and landscaping, and the weeding of landscaping beds. The delineation of areas to be mowed and otherwise maintained and areas to be left if a natural state shall be at the discretion of the Board.

(b) REQUIRED SNOW PUSHER SERVICES: The Association shall manage and provide snow pushing services for driveways and sidewalks for Patio Home Lots. Such snow pushing services for sidewalks shall be limited to the sidewalk leading from the driveway to the front door of the Dwelling Unit and shall not include sidewalks along streets. Snow pushing shall be provided in accordance with requirements and rules established by the Board of Directors. Deicers and deicing service is not part of this service. Patio Home Lot Owners bear all risks and are responsible for any damage to pavement surfaces caused by their use of deicers on their own driveways and sidewalks.

(c) SPECIAL SERVICES: The Association on its own initiative or at the request of Patio Home Lot Owners may, upon Board approval, provide special services to Patio Home Lot Owners. Such services may include, but are not limited to: exterior painting, concrete cleaning and sealing, deck cleaning and sealing, exterior building maintenance, gutter cleaning or similar services. These services would not be required or provided to all Patio Home Lot Owners, but would only be provided to such Patio Home Lot Owners who desire to participate in such special services. These services would be provided at an additional cost to the participating Patio Home Lot Owners. Any expenses incurred by the Association for the provision of special services shall be billed to the participating Patio Home Lot Owner as an Individual Assessment and shall be paid by said Owner within thirty (30) days thereafter.

(d) DISCONTINUANCE OF REQUIRED SERVICES: During the Development Period the required services set forth in Paragraphs 3(a) and 3(b) shall be mandatory and shall be provided by the Association unless the Declarant consents to the discontinuance of any such service and seventy-five percent (75%) of the Patio Home Lot Owners vote to discontinue any such service. After the termination of the Development Period, the aforesaid required services may be discontinued as set forth above, but without requiring the consent of the Declarant. Furthermore, after termination of the Development Period, additional services may be added if seventy-five percent (75%) of the Patio Home Lot Owners vote to add such services.

4. ASSESSMENTS. The Declarant hereby establishes two (2) additional assessment categories for Patio Home Lots, the Patio Home Lot Exclusive Services Assessment and the Patio Home Lot Working Capital Contribution Assessment, as follows:

(a) PATIO HOME LOT EXCLUSIVE SERVICES ASSESSMENT: The Patio Home Lot Exclusive Services Assessment is established to cover the costs of the provision of the required services provided in Paragraphs 3(a) and 3(b) ("Required Services") and for expenses entirely exclusive to Patio Home Lots. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a separate budget covering the expenses to be
incurred by the Association for the provision of services resulting in expenses entirely exclusive to Patio Home Lot Owners. Such expenses shall be allocated equally among all Patio Home Lots and levied as Patio Home Lot Exclusive Services Assessment. The Board shall cause a copy of such budget and notice of the Assessment amount for the coming year to be distributed as provided in Section 4.4 of the Declaration.

Unless otherwise established by the Board, the Patio Home Lot Exclusive Services Assessment shall be paid in advance, in quarterly payments, not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules, as it shall deem appropriate. Notwithstanding the foregoing, the Patio Home Lot Exclusive Services Assessment to be paid by Builder for completed unsettled Dwelling Units shall be paid by Builder commencing with the first month following issuance of a certificate of occupancy for such Dwelling Unit. Billing and payment procedures for such Builder payment of Patio Home Lot Exclusive Services Assessment shall be established by the Board.

The Declarant and Builder shall be exempt from paying the Patio Home Lot Exclusive Services Assessment except as provided above.

(b) PATIO HOME LOT WORKING CAPITAL CONTRIBUTION ASSESSMENT: The Patio Home Lot Working Capital Contribution Assessment is established to cover the operational expenses of the Association attributed to provision of Required Services and for any services entirely exclusive to Patio Home Lots. This Assessment shall be known as “Patio Home Lot Working Capital Contribution Assessment.”

At the time of closing on the sale of each Patio Home Lot from Declarant or Builder to a third party purchaser, the purchaser shall be required to pay an amount established by the Board as such purchaser’s initial working capital contribution to the working capital of the Association (“Patio Home Lot Working Capital Contribution Assessment”). At the time of closing on the resale of a Patio Home Lot to a subsequent purchaser, said subsequent purchaser shall be required to pay the Patio Home Lot Working Capital Contribution Assessment as such subsequent purchaser’s capital contribution to the working capital of the Association. This Patio Home Lot Working Capital Contribution Assessment shall be used by the Association for its operating expenses. Such Patio Home Lot Working Capital Contribution Assessment is not an advance payment of the Base Assessment or any other Assessment established in the Declaration or herein, and it will not be held in any sort of trust or reserve account. The Declarant and Builder shall be exempt from paying the Patio Home Lot Working Capital Contribution Assessment.

Notwithstanding the foregoing, Patio Home Lot Owners shall remain responsible under the provisions of Article 4 of the Declaration for the Base Assessment, Special Assessments, Individual Assessments, and Working Capital Assessment as required for all Owners in the Subdivision. The Patio Home Lot Working Capital Contribution Assessment shall be due at closing on the sale of each Patio Home Lot from the Declarant or Builder to a third party purchaser as well as at the time of closing on the resale of a Patio Home Lot to a subsequent purchaser. Additionally, at the time of such closing, each purchaser of a Patio Home Lot shall be required to pay a prorata share of the Base Assessment and the Patio Home Lot Exclusive Services Assessment to the extent that such Assessments have not otherwise been collected by the Association.
5. **EASEMENTS:** There is hereby established and reserved by the Declarant a blanket easement over all of each and every Patio Home Lot for the benefit of the Association for express purpose of providing landscaping maintenance services, snow pushing services, and any other services or special services established by the Board or set forth in the Declaration as amended. The Declarant reserves the right within said easement to establish common landscape areas or common streetscape areas for the benefit of Patio Home Lot Owners. The Association shall be responsible for the maintenance of any such common landscape areas or common streetscape areas so established.
Cross Reference: Instrument No. 110000685 and 110011324 and 201602325

THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, AND RESERVATION OF
EASEMENTS FOR THE VILLAGES AT BROOKSIDE

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for the Villages at Brookside is made as of this __23__ day of May, 2018 by Grand Communities, LLC (f/k/a Grand Communities, Ltd.) a Kentucky limited liability company ("Declarant"):  

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for the Villages at Brookside which was recorded on January 18, 2011 as Instrument No. 110000685 in the Office of the Recorder of Hancock County, Indiana (the "Declaration"); and

WHEREAS, Declarant executed a First Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for the Villages at Brookside which was recorded on December 9, 2011 as Instrument No. 110011324 in the Office of the Recorder of Hancock County, Indiana ("Instrument No. 110011324"); and

WHEREAS, Declarant executed a First Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for the Villages at Brookside which was recorded on March 14, 2016 as Instrument No. 201602325 in the Office of the Recorder of Hancock County, Indiana (“Instrument No. 201602325”); and

WHEREAS, pursuant to Section 15.2 of the Declaration, Declarant can amend the Declaration at any time during the Development Period without the vote of any owners by written instrument executed by Declarant for the purpose of making changes which Declarant deems necessary to market homes for sale in the current local or national economic market; and

WHEREAS, pursuant to Section 1.28 of the Declaration, the Development Period remains in effect and therefore Declarant has authority to enter into this Third Amendment and does hereby amend the Declaration as set forth below.

NOW, THEREFORE, Declarant states that:
1. Instrument No. 201602325, under itemized paragraph number 4, established additional; covenants, conditions, restrictions, easements and liens which were defined in Exhibit “A” attached thereto (“the Supplemental Restrictions”).

2. Paragraph 2(b) of the Supplemental Restrictions defined “LANDSCAPING”. Said paragraph is hereby deleted in its entirety and in its place and stead the following language is inserted:

2. (b) LAWN AND LANDSCAPING: Every Dwelling Unit constructed on any Patio Home Lot shall have a lawn installed and be landscaped at the time of construction of the Dwelling Unit. The lawn and landscaping shall be installed in accordance with the lawn and landscaping requirements of the Builder, as approved by the Declarant or Declarant’s designee. In the event the construction of the Dwelling Unit is completed between the first day of March and the thirtieth day of September, the lawn and landscaping shall be installed no later than ninety (90) days after the completion of the Dwelling Unit. In the event the construction of the Dwelling Unit is completed between the first day of October and the last day of February, the lawn and landscaping shall be installed no later than the first day of the following June. Once the lawn and landscaping has been installed the establishment and maintenance responsibility shall be as set forth in Paragraph 3(a) below. No alternation of landscaping or additional landscaping shall be installed by any owner of a Patio Home Lot, except annual flowers that may be planted in any existing landscape bed, on the Patio Home Lot without written consent as required under Paragraph 1 herein.

3. Paragraph 2(h) of the Supplemental Restrictions defined “HOT TUBS/SPAS”. Said paragraph is hereby deleted in its entirety and in its place and stead the following language is inserted:

2. (h) HOT TUBS/SPAS: Hot tubs or spas may be permitted for the Dwelling Unit, if properly enclosed and not visible from the street. The Board may require additional landscaping or screening of any such hot tub or spa. An improvement application is required to be submitted for approval as required under Paragraph 1 herein.

4. Paragraph 3(a) of the Supplemental Restrictions defined “REQUIRED LAWN AND LANDSCAPING MAINTENANCE SERVICES”. Said paragraph is hereby deleted in its entirety and in its place and stead the following language is inserted:
3(a) REQUIRED LAWN AND LANDSCAPING MAINTENANCE SERVICES: The Association shall manage and provide lawn and landscaping maintenance services for each Patio Home Lot. Such services may include but shall not be limited to: mowing, fertilizing and treatments of all established turf areas; pruning and treatment of shrubs and trees originally installed by the Builder and located in the front and side yards; weeding, trimming, edging, and annual mulching of landscape beds originally installed by the Builder and/or Developer and located in the front and side yards; and leaf removal within the front and side yards. Any additional landscaping, that may be installed by the Builder and/or Developer outside the front and side yard perimeter, shall also be the responsibility of the Association.

The Patio Home Lot Owner shall be responsible for the remaining lawn and/or landscaping services including the establishment of all turf areas and the irrigation or watering of all turf and landscaping areas located in the front, side and rear yards. With the approval of the Board, any landscaping installed by the Patio Home Lot Owner shall be the full responsibility of the Patio Home Lot Owner. The delineation of areas to be mowed and otherwise maintained and areas to be left in a natural state shall be at the discretion of the Board.

As determined by the Board, the Association will replace dead or dying landscaping and turf, which are under maintenance of the Association, unless the homeowner, through action or inaction, causes the death or damage of plant material and/or turf, e.g. does not adequately water the landscaping. Homeowner damaged landscaping and turf will be replaced at the expense of the Homeowner.

5. Paragraph 4(a) of the Supplemental Restrictions defined “PATIO HOME LOT EXCLUSIVE SERVICES ASSESSMENT”. Said paragraph is hereby deleted in its entirety and in its place and stead the following language is inserted:

4(a) PATIO HOME LOT EXCLUSIVE SERVICES ASSESSMENT: The “Patio Home Lot Exclusive Services Assessment” is established to cover the costs of the provision of the required services provided in Paragraphs 3(a) and 3(b) above (“Required Services”) and for expenses entirely exclusive to Patio Home Lots, including but not limited to additional management fees, insurance and other expenses related to the provision of exclusive, special or other services to Patio Home Lots. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a separate budget covering the expenses to be incurred by the Association for the provision of services resulting in expenses entirely exclusive
to Patio Home Lot Owners. Such expenses shall be allocated equally among all Patio Home Lots and levied as Patio Home Lot Exclusive Services Assessment. The Board shall cause a copy of such budget and notice of the Assessment amount for the coming year to be distributed as provided in Section 4.4 of the Declaration.

Unless otherwise established by the Board, the Patio Home Lot Exclusive Services Assessment shall be paid in advance, in quarterly payments, not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules, as it shall deem appropriate. Notwithstanding the foregoing, the Patio Home Lot Exclusive Services Assessment to be paid by Builder for completed unsettled Dwelling Units shall be paid by Builder commencing with the first month following issuance of a certificate of occupancy for such Dwelling Unit. Billing and payment procedures for such Builder payment of Patio Home Lot Exclusive Services Assessment shall be established by the Board.

Any expenses incurred by the Association for the provision of special services as provided in Paragraph 3(c) above, shall be billed to the participating Patio Home Lot Owner as an Individual Assessment and shall be paid by said Owner within thirty (30) days thereafter.

The Declarant and Builder shall be exempt from paying the Patio Home Lot Exclusive Services Assessment except as provided above.

6. All terms used in this Third Amendment and not otherwise defined in this Third Amendment shall have the same meaning as in the Declaration.

7. Except as set forth above, the Declaration remains in full force and effect. The definitions of capitalized terms, not specifically set forth herein, shall be the same as those provided for in the Declaration.

IN WITNESS WHEREOF, Grand Communities, LLC, a Kentucky limited liability
company has executed this Third Amendment on the day and year above.

DECLARANT:
Grand Communities, LLC
A Kentucky limited liability company

By: [Signature]
Todd E. Huss, President

COMMONWEALTH OF KENTUCKY )
COUNTY OF BOONE )
)
)

The foregoing instrument was acknowledged before me this 23 day of May, 2018 by Todd E. Huss, as President of Grand Communities, LLC a Kentucky limited liability company, on behalf of the corporation.

MELISSA KARYN BODNER
Notary Public

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: M. Larry Sprague

This instrument prepared by and return to:

M. Larry Sprague
Attorney at Law
Fischer Homes
3940 Olympic Boulevard, Ste. 100
Erlanger, KY 41018
(859) 344-5968