

19,000 5/22/96

(3) Revision of Original Declaration of Covenants, Conditions, and Restrictions of Brookshire Village Homeowners Assoc, Inc; Per attached listings:

BROOV		BROOKSHIRE VILLAGE SEC REPLAT	6 59 61 1-63
BROOV	02	BROOKSHIRE VILLAGE SEC 2	7 51-5 64-104 & CLK A
BROOV	03	BROOKSHIRE VILLAGE SEC 3	8 125 7 105 151
BROOV	3A	BROOKSHIRE VILLAGE SEC 3A	10 41 152-154
BROOV	3B	BROOKSHIRE VILLAGE SEC 3B	11 35 155-217
BROOV REPLAT	3B	BROOKSHIRE VILLAGE SEC 3B REPLAT	12 15 155-217
BROOV REPLAT 3	0B	BROOKSHIRE VILLAGE SEC 3B REPLAT	14 45 197-202

**Instrument
9609621283**

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

9609621283
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 05-22-1996 At 04:15 pm.
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Vol. 0 Page 0

TABLE OF CONTENTS

of

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

		<u>Page</u>
ARTICLE I	NAME	2
ARTICLE II	DEFINITIONS	2
	Section 1. Association	2
	Section 2. Owner	2
	Section 3. Properties	3
	Section 4. Common Area	3
	Section 5. Lot	3
	Section 6. Declaration	3
	Section 7. Board Of Directors	3
	Section 8. Plat	3
ARTICLE III	COMMON AREAS; OBLIGATIONS OF THE ASSOCIATION	4
ARTICLE IV	ACCESS RIGHTS OF THE ASSOCIATION	4
ARTICLE V	PROPERTY RIGHTS	4
	Section 1. Owners' Easements of Enjoyment	4
	Section 2. Delegation of Use	5
ARTICLE VI	ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS	5
	Section 1. Membership	5
	Section 2. Voting Rights	6
	Section 3. Board Of Directors	6

	Section 4.	Professional Management	6
ARTICLE VII	COVENANT FOR MAINTENANCE ASSESSMENTS		6
	Section 1.	Creation of the Lien and Personal Obligation of Assessments	6
	Section 2.	Purpose of Assessment	7
	Section 3.	Amount of Annual Assessments	7
	Section 4.	Special Assessments for Capital Improvements and Operating Deficits	7
	Section 5.	Notice and Quorum for any Action Authorized Under Sections 3 and 4	7
	Section 6.	Uniform Rate of Assessment	8
	Section 7.	Date of Commencement of Annual Assessments: Due Dates	8
	Section 8.	Effect of Nonpayment of Assessments: Remedies of the Association	8
	Section 9.	Subordination of the Lien to Mortgages	9
	Section 10.	Exempt Property	9
	Section 11.	Service Agreements	9
ARTICLE VIII	MAINTENANCE		10
	Section 1.	Exterior Maintenance	10
	Section 2.	Repairs	10
	Section 3.	Maintenance of Common Areas	10
ARTICLE IX	USE RESTRICTIONS		11
	Section i.	Residential Restriction	11

	Section 2.	Conveyances	11
	Section 3.	Builders	11
	Section 4.	Animals	12
	Section 5.	Advertising Signs	12
	Section 6.	Storage	12
	Section 7.	Discrimatory Actions	12
ARTICLE X	ARCHITECTURAL CONTROL		13
	Section 1.	Approval of Buildings, Fences, etc.	13
	Section 2.	Architectural Control Committee	13
ARTICLE XI	EASEMENTS		14
	Section 1.	Construction Easement	14
	Section 2.	Drainage, Utility and Sewer Easements	14
	Section 3.	Blanket Easement	15
	Section 4.	Underground Electrical Services	15
	Section 5.	Easement of Signs	16
ARTICLE XII	INSURANCE		17
	Section 1.	Casualty Insurance	17
	Section 2.	Liability Insurance	17
ARTICLE XIII	GENERAL PROVISIONS		17
	Section 1.	Right of Enforcement	17
	Section 2.	Severability	18
	Section 3.	Amendment	18
	Section 4.	Mortgagee Rights	18
	Section 5.	Notice to Mortgagees	19
	Section 6.	Gender and Grammar	19

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

THIS DECLARATION, made on the date hereinafter set forth by the Owners of the Brookshire Village Homeowners Association, Inc., an Indiana Non-Profit Corporation.

WITNESSETH:

The "Owners" are fee simple owners of certain property in Hamilton County, State of Indiana, as more specifically described in Exhibit "A" attached hereto and by this reference incorporated herein.

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

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

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

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

ARTICLE I

NAME

This subdivision shall be known and designated as Brookshire Village Homeowners Association, Inc., a subdivision located in Hamilton County, Indiana, the plat of which is recorded in Book 177 Pages 953-955 in the Office of the Recorder of Hamilton County, Indiana.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to BROOKSHIRE VILLAGE HOMEOWNERS ASSOCIATION, INC., an Indiana not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, who by their

ownership have subscribed to membership to the Association as provided in the Declaration, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all Owners.

Section 5. "Lot" shall mean and refer to any plot, plots or parts of plots of land shown upon any recorded subdivision map of the Properties, with the exception of Common Areas and any land dedicated or conveyed to a public authority, upon which a single-family dwelling has or will be constructed.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded or to be recorded in the Office of the Recorder of Hamilton County, Indiana, of Brookshire Village Homeowners Association, Inc., and as may be amended from time to time.

Section 7. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 8. "Plat" shall mean and refer to the subdivision plat of the Properties recorded in the Office of the Recorder of Hamilton County, Indiana, as the same may be hereafter amended or supplemented.

ARTICLE III

COMMON AREAS; OBLIGATIONS OF THE ASSOCIATION

The Association, subject to the rights of the Owners as set forth in the Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners, of the Common Area and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management, and for the maintenance and repair as further set forth in this Declaration.

ARTICLE IV

ACCESS RIGHTS OF THE ASSOCIATION

The Association shall have and is hereby granted an easement for access to all Lots for ingress and egress as reasonably required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration.

ARTICLE V

PROPERTY RIGHTS

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

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

- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Owners. No such dedication or transfer shall be effective unless an instrument, signed by two-thirds (2/3) of the Owners agreeing to such dedication or transfer, has been recorded, and the written approval of all mortgagees of the Properties is obtained.
- (d) The right of the Association to limit the number of guests of Owners.
- (e) The right of the Association, through its Board of Directors, to determine the time and manner of use of any common properties owned by the Association.

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

ARTICLE VI

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights. Members of the Association shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 4. Professional Management. No contract or agreement for professional management of the Association nor any other contract with the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together

with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and other purposes as specifically provided herein.

Section 3. Amount of Annual Assessments. Annual Assessments shall be determined annually by the Board of Directors as reasonably necessary to sustain the annual expenses. All officers handling funds of the Association shall be appropriately bonded.

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice for any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At all meetings of the Board of Directors, the presence of a simple majority of the members of the Board, fifty-one percent (51%), shall be necessary and sufficient to constitute a quorum for the transaction of business.

Section 6. Uniform Rate of Assessment. Both annual and special assessments for Common Area expenses, Common Area capital improvements and operating deficits must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence for all Lots on the first day of the first month following the date of conveyance to an Owner (other than the Original Builder) of a Lot. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association If any assessment is not paid on the date when due, then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such Lot, binding upon the then Owner, his/her heirs, devisees, successors and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 12% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained

such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the court, together with the costs of the action in favor of the prevailing party.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Areas, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Indiana shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Service Agreements. Each Owner hereby agrees to be bound by the terms and conditions of all agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all agreements may be cancelled on written notice and the term of any such agreement shall not exceed one (1) year. It shall be the duty of the Association through its Board of Directors to effect a suitable contract.

ARTICLE VIII

MAINTENANCE

Section 1. Exterior Maintenance. Maintenance, upkeep and repairs on any Lot shall be the sole responsibility of the individual Owner of the Lot and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Areas, including but not limited to recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative. Except as to maintenance of the Common Areas, the Owners shall provide all exterior maintenance upon each Lot which is subject to assessment including, by way of example only, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, wood siding, trees, shrubs, grass, walks, and other exterior improvements of the house and Lot. (Such exterior maintenance shall include patios, glass surfaces, screens and screen doors, driveways, exterior doors and window fixtures and other hardware, and dusk to dawn lighting replacement). Wood enclosure fences shall be maintained at the cost of the owner or both adjacent owners.

Section 2. Repairs. All fixtures and equipment installed upon a lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Lot, shall be maintained and kept in repair by the Owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of another living unit or impair any easement of hereditament, nor do any act nor allow any condition to exist which will adversely affect the other living units or their Owners.

Section 3. Maintenance of Common Areas. The Association shall be responsible for the maintenance, repair and replacement of the Common Area and improvements thereon and for

maintenance, repair and replacement of any signs, walls, landscaping or other improvements located on or within any sign easements.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Restriction. All Lots subject to the Declaration are hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than single family living units, which may be joined together with a common party wall, shall be constructed. No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be placed on any portion of said Property at any time, either temporarily or permanently. Nor shall there be parking of any vehicles in the street for more than a period of twenty-four (24) hours at a time.

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

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

Section 4. Animals. The City of Carmel ordinances shall apply in that no animals, such as livestock, poultry and other farm animals, of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In accordance with the Carmel City ordinance, all pets are to be kept on leashes or otherwise contained and no pet can run at large in the city. All "messes" made by pets are to be removed by the owner of that pet immediately.

Section 5. Advertising Signs. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per lot,) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any living unit or any resident thereof. No commercial business activities of any kind whatever shall be conducted in any building or in any portion of said property. Any signs erected temporarily at entrances or other locations, (i.e. realtor, contractor, etc.) shall be removed by that person when completed.

Section 6. Storage. All clotheslines, equipment, garbage cans, service yards, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring living units and streets. All rubbish, trash, or garbage shall be kept within garage until pickup date. All clotheslines shall be confined to patio areas.

Section 7. Discriminatory Actions. No actions shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE X

ARCHITECTURAL CONTROL

Section 1. Approval of Buildings, Fences, Etc. In keeping with the Covenants of the City of Carmel, no building, fence, wall or other structure (excluding such structures incorporated in the construction of a new dwelling) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed as hereinafter described. In the event the designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Architectural Control Committee. The initial members of the Architectural Control Committee shall be appointed by the Board of Directors. Such members may thereafter be removed by the Board of Directors and the Board shall have the right to appoint new members of the committee from time to time. The members of the Board of Directors may serve as members of the committee. The committee shall approve or disapprove, in writing and within thirty (30) days, each request made to it. Any disapproval shall list the specific reasons for disapproval. The failure of the committee to respond within thirty (30) days after submission of a request to it shall be deemed to be an approval.

ARTICLE XI

EASEMENTS

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

Section 2. Drainage, Utility and Sewer Easements. As noted on the Plat, the Association has reserved portions of the Lots as Drainage, Utility and Sewer Easements.

The Association further reserves unto itself an easement and right of way in and to the Common Areas and an easement of ingress and egress through so much of the remainder of the Properties as is reasonably necessary or appropriate, to perform such actions as are required or are reasonably necessary or appropriate for the purpose of establishing and maintaining proper surface water drainage throughout the Properties including the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of all governmental agencies having jurisdiction. Provided, however, the reservation of this easement and terms and provisions contained herein shall not be construed so as to impose upon the Association any higher or different duty or obligation than is imposed by applicable law.

Section 3. Blanket Easement. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing of electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said living units. An easement is further granted to all police, fire protection, ambulance workers and all similar persons to enter upon the streets and Common Areas in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any service company selected by the Association to enter in or to cross over the Common Area to perform the duties of maintenance and/or repair of the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewer, water lines, electrical lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recorded document, the Board shall have the right to grant such easement on said Property without conflicting with the terms thereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 4. Underground Electrical Services.

- (a) Underground single phase electric service shall be available to living units on the aforesaid Lots and to any recreational facilities to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall

at a point to be designated by the utility company. The utility company furnishing the service shall have an easement as designated on the Plat thereof.

- (b) For so long as such underground service is maintained, the electric service to each living unit and any recreational facilities shall be uniform and exclusively of the type known as single Phase 120/140 volt, 3 wire, 60 cycle alternating current.
- (c) Easements for the underground service may be crossed by driveways and walkways provided a Builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including but not limited to buildings, patios, or other pavings, other than crossing walkways or driveways, and neither the Association nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

Section 5. Easement of Signs. The Association reserves unto itself for so long as it owns any Lot, and thereafter reserves for and grants to the Owners by and through the Association, the right and easement to erect and maintain signs, walls, landscaping and the like within the Common Area or upon any sign easements shown on the Plat.

ARTICLE XII

INSURANCE

Section 1. Casualty Insurance. The Association shall purchase such casualty insurance policy or policies as the Board of Directors shall deem appropriate.

Section 2. Liability Insurance. The Association shall also purchase public liability insurance in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors, and any managing agent acting on behalf of the Association. Premiums for all such insurance shall be common expenses. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, the Association, the persons in ownership from time to time of the Lots and all parties claiming under them shall have the right to

enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

Section 4. Mortgagee Rights. Any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots may, jointly or singly, pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area or any property owned by the Association and such lender or lenders may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such Common Area or other property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this section

shall be entitled to immediate reimbursement therefore from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 5. Notice to Mortgagees. The Association, upon request, shall provide written notification to any lender holding a first mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents which default has not been cured within sixty (60) days.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions thereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Lot No.

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Signature _____

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Printed Name _____

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Signature *William A. Branick*

Signature *David E. Lohss*

Printed Name William A. Branick, V.P.

Printed Name David E. Lohss, Treasurer

Brookshire Village Homeowners Association, Inc.

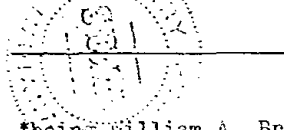
Brookshire Village Homeowners Association, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, this 22 day of MAY, 1996, personally appeared each of the above and foregoing named individuals,*who acknowledged the execution of the foregoing Declaration as their voluntary act and deed.

Wade R Nichols
Notary Public, County of Residence

My Commission Expires:



WADE R NICHOLS
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXP. AUG. 3, 1996

*being William A. Branio, Vice-President, and David E. Lohss, Treasurer, of Brookshire Village Homeowners Association, Inc.

THIS INSTRUMENT PREPARED BY JAMES D. CRUM, COOTS HENKE & WHEELER

ixjdc/brookshb.jfb

EXHIBIT "A"

LEGAL DESCRIPTION

BROOKSHIRE VILLAGE, FIRST SECTION, REPLAT

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

Beginning at a point on the North line of the Northeast Quarter of Section 32, Township 18 North, Range 4 East which is 600.00 feet North 89 degrees 40 minutes 30 seconds West (assumed bearing) of the Northeast corner of said Northeast Quarter; thence North 89 degrees 40 minutes 30 seconds West on and along said North line 450.00 feet to the Northeast corner of Brookshire, First Section, as recorded in Plat Book 3, page 108 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 00 minutes 00 seconds on and along the East line of said Brookshire, First Section and Brookshire, Section 1-A, as recorded in Plat Book 3, page 144 in the Office of the Recorder of Hamilton County, Indiana, 1250.00 feet; thence South 38 degrees 00 minutes 00 seconds West on and along the Southeasterly line of Brookshire, Section 1-A, 175 feet to a point that is 502.40 feet North 38 degrees 00 minutes 00 seconds East of the Northernmost corner of Lot 184 in Brookshire, Second Section, as recorded in Plat Book 3, page 116, in the Office of the Recorder of Hamilton County, Indiana; thence South 52 degrees 00 minutes 00 seconds East parallel with a Northeasterly line of Brookshire, Second Section, 310 feet; thence North 38 degrees 00 minutes 00 seconds East parallel with the Southeasterly line of Brookshire, Section 1-A, aforesaid 231.99 feet; thence North 90 degrees 00 minutes 00 seconds East 300.62 feet; thence North 00 degrees 00 minutes 00 seconds parallel with the East line of said Northeast Quarter 400.00 feet; thence North 90 degrees 00 minutes 00 seconds West 130.00 feet; thence North 00 degrees 00 minutes 00 seconds 393.39 feet to the beginning point; containing 16.58 acres, more or less. Subject to all legal easements and rights-of-way.

BROOKSHIRE VILLAGE, SECOND SECTION

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

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

EXHIBIT "A" (Con'd)

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

BROOKSHIRE VILLAGE, THIRD SECTION

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

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

EXHIBIT "A" (Con'd)

the Southernmost corner of Lot #25 in said Brookshire Village, First Section, Replat; thence North 38 degrees 00 minutes 00 seconds East on and along the Southeasterly line of said Brookshire Village, First Section, Replat, 231.99 feet to the Southeast corner of Lot #26 thereof; thence on and along the Southerly line of said Brookshire Village, First Section, Replat, 270.62 feet to the Northwest corner of Lot #87 in aforesaid Brookshire Village, Section Two; thence South 00 degrees 00 minutes 00 seconds on and along the Westline thereof 93.68 feet to the Southwest corner of said Lot #87; thence South 90 degrees 00 minutes 00 seconds East on and along the South line of said Brookshire Village, Section Two, 309.99 feet to the True Beginning Point; containing 10.407 acres, more or less. Subject to all legal easements and rights of way.

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2/15/50

Yes

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5/1/1942

NO

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Address

John P. ...
Signature

Signature

John B. Leggett
Printed Name

Printed Name

✓ *William J. ...*
Signature

Signature

Robert Rothrock
Printed Name

Printed Name

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✓ *Robert ...*
Signature

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✓ *Don ...*
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✓ *Walter ...*
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✓ *Harry ...*
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Zone II(2)

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Margie J. Watson
Signature

(1) Watson, Marge 12482 Charing Cross Rd., 46033, Carmel, In.
Printed Name Address

PL →

James & Janet Thompson
Signature

(2) Thompson, M/M James & Janet 12452 Charing Cross Rd., 46033, Carmel, In.
Printed Name Address

Wilma & Don Feaster
Signature

(3) Feaster, M/M Wilma & Don 12446 Charing Cross Rd., 46033, Carmel, In.
Printed Name Address

George & Jo Cox
Signature

(4) Cox, M/M George & Jo. 12240 Charing Cross Rd., 46033, Carmel, In.
Printed Name Address

Marilyn & Don Thornberry
Signature

(5) Thornberry, M/M Marilyn & Don 12432 Charing Cross Rd., 46033, Carmel, In.
Printed Name Address

Conrad Crosby
Signature

(6) Crosby, Crosby 12424 Charing Cross Rd., 46033, Carmel, In.
Printed Name Address

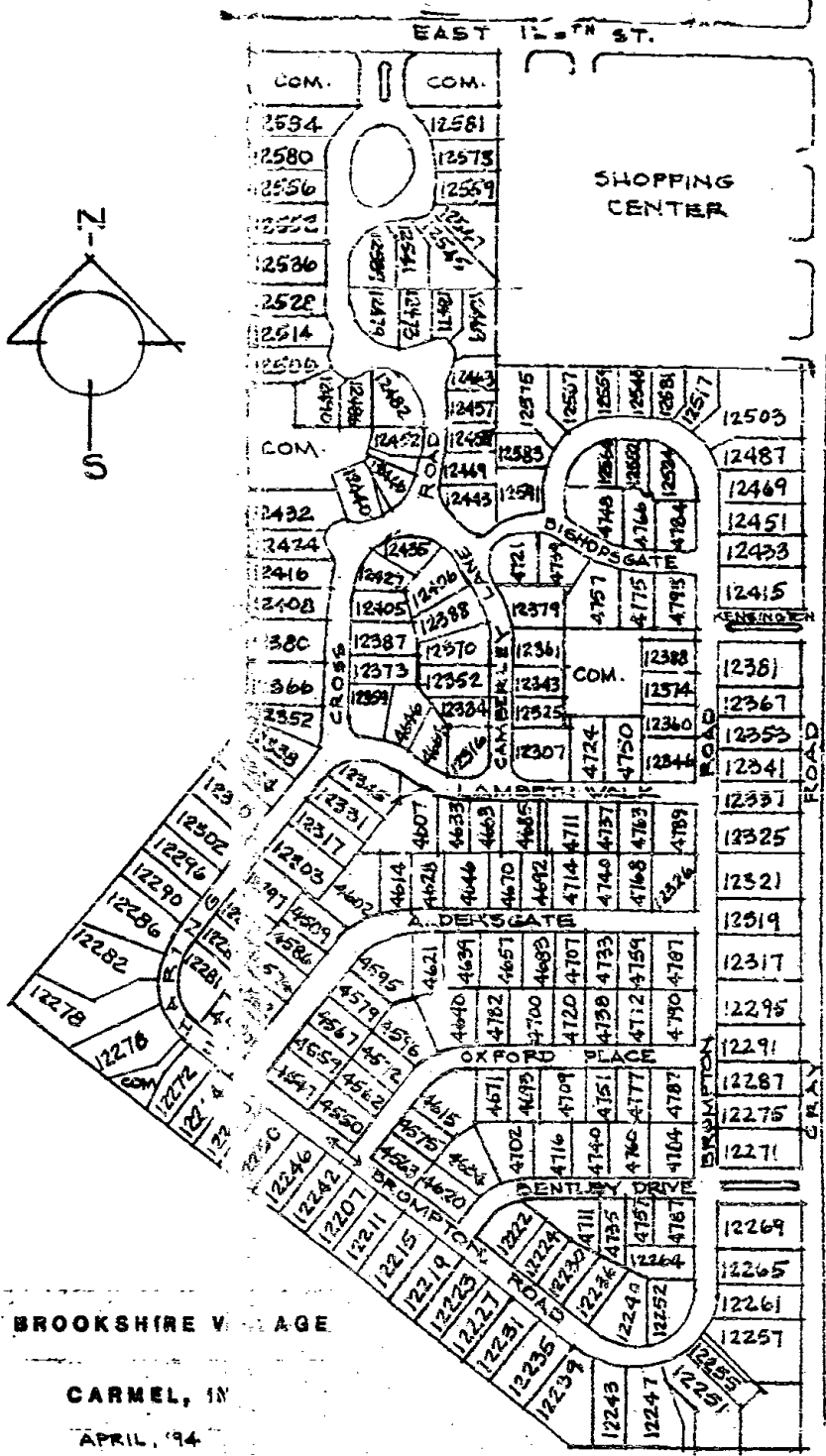
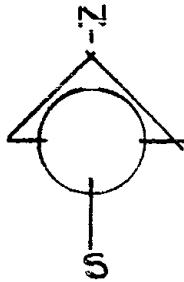
Don & Pat Webb
Signature

(7) Webb, M/M Don & Pat 12415 Charing Cross Rd., 46033, Carmel, In.
Printed Name Address

PL →

Stephen Mahoney
Signature

(8) Mahoney, Stephen 12408 Charing Cross Rd., 46033, Carmel, In.
Printed Name Address



BROOKSHIRE VILLAGE

CARMEL, IN

APRIL, '94

BEST POSSIBLE IMAGE