

BOOK 70 PAGE 611
ENTERED FOR RECORD

DECLARATION OF INGRESS, EGRESS
AND MAINTENANCE

BOOK 70 APR-21976 At 12:58
Page 611-6

3388

Maricella Abbott
RECORDER HENDRICKS COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, College Park Corporation ("CPC") is the owner and developer of a certain subdivision known as Brownswood Estates, located in Hendricks County, Indiana, the plat of the First Section of which was dated August 14, 1972 and recorded September 11, 1972 in Plat Book 8, page 30 in the Office of the Recorder of Hendricks County, Indiana, and the Second Section, not platted as of this date, which is more particularly described in Exhibit B, attached hereto and incorporated by reference herein (both Sections herein referred to as the "Subdivision"); and

WHEREAS, CPC is the owner in fee simple of all of that real estate in Hendricks County, Indiana, described in Exhibit A, attached hereto and by reference incorporated herein (herein referred to as the "Tracts"); and

WHEREAS, CPC intends, from time to time, separately to convey, encumber or otherwise deal with each of the Tracts; and

WHEREAS, CPC has erected an Entry Wall, and identifying Sign attached thereto, upon each of the Tracts, for the purpose of identifying the Subdivision in an attractive manner and indicating the appropriate entries thereto; and

WHEREAS, CPC desires that the Entry Walls and Signs should be in good condition and remain visible for so long as CPC has an interest in the Subdivision, or until January 1, 1987, whichever shall first occur;

WHEREAS, CPC desires the right to enter upon the Tracts for the purposes of maintaining the Entry Walls and Signs in good condition and removing all unreasonable obstructions from, near or around the Signs; and

WHEREAS, CPC desires to set forth the rights which CPC, or any successor or assignor developer of the Subdivision, shall retain in respect to the sale of each of the Tracts or any portion thereof, and to set forth certain restrictions upon the use of the Tracts or any portion thereof by grantees and their respective successors in interest to the Tracts or any portion thereof;

NOW, THEREFORE, said CPC does hereby declare, establish and reserve for the benefit of itself as owner of any portions of said Subdivision, and its successors and assigns of said Subdivision or any part thereof, the following covenants, rights and restrictions on said Tracts:

1. The right of ingress and egress upon the Tracts from any street or right-of-way abutting or contiguous to said Tracts during ordinary business hours for the purposes of (a) maintaining the Entry Walls and Signs placed thereon in such reasonable manner as CPC may elect in its sole discretion, and, (b) preserving reasonable visibility of said Signs to or by such passersby as may use the abutting streets or rights-of-way;

2. The exclusive right to prevent damage to the said Entry Walls and to prevent obstruction of the said Signs from the sight of said passersby;

3. The declarations and restrictions hereby established shall not be construed as in any way obligating CPC to maintain or prevent damage to said Entry Walls or Signs or to remedy any obstruction of said Signs as may occur;

4. These declarations and restrictions shall be covenants running with the land; shall inure to the benefit only of CPC or any successor or assignor of the whole interest of CPC in the remainder of the Subdivision (except that such successor or assignor shall not benefit from these declarations and restrictions unless it shall have acquired from CPC fee simple title to more than five (5) lots in the Subdivision); and the burdens thereof shall run with the Tracts and shall be binding upon any grantee thereof, its successors and assigns;

5. The declarations and restrictions contained herein shall remain in full force and effect until the earlier of the following events or dates shall have occurred:

(a) Transfer of title by CPC, or by any successor or assignor of CPC who shall have acquired CPC's whole interest in the remainder of the Subdivision, to its interest in the last portion of the Subdivision; or

(b) January 1, 1987.

The following Tracts located in Hendricks County, Indiana:

Beginning at the Southeast corner of Lot 8 in Brownswood Estates, First Section, as per plat thereof, recorded in Plat Book 8, page 30 in the Office of the Recorder of Hendricks County, Indiana; thence North 01 degrees 39 minutes 08 seconds West on and along the East line of said Lot 8, a distance of 4.03 feet to the point of curvature of a curve to the right having a radius of 300.00 feet; thence Northeasterly on and along said curve to the right and East line of said Lot, a distance of 35.97 feet; thence South 44 degrees 54 minutes 40 seconds West 58.05 feet to a point on the South line of said Lot which is 40.00 feet West of the Southeast corner of said Lot; thence North 88 degrees 20 minutes 52 seconds East on and along said South line 40.00 feet to the place of beginning.

ALSO:

Beginning at the Northwest corner of Lot 20 in Brownswood Estates, First Section, as per plat thereof, recorded in Plat Book 8, page 30, in the Office of the Recorder of Hendricks County, Indiana; thence North 88 degrees 20 minutes 52 seconds East on and along the North line of said Lot 20, a distance of 40.00 feet; thence South 43 degrees 42 minutes 11 seconds West 56.92 feet to a point on the West line of said Lot which is 40.00 feet South of the Northwest corner of said Lot; thence North 00 degrees 56 minutes 30 seconds West on and along said West line 40.00 feet to the place of beginning.

ALSO:

Beginning at the Southwest corner of Lot 21 in Brownswood Estates, First Section, as per plat thereof, recorded in Plat Book 8, page 30, in the Office of the Recorder of Hendricks County, Indiana; thence North 00 degrees 56 minutes 30 seconds West on and along the West line of said Lot 21, a distance of 40.00 feet; thence South 46 degrees 17 minutes 49 seconds East 56.22 feet to a point on the South line of said Lot which is 40.00 feet East of the Southwest corner of said Lot; thence South 88 degrees 20 minutes 52 seconds West on and along said South line 40.00 feet to the place of beginning.

ALSO:

Beginning at the Southwest corner of Lot 34 in Brownswood Estates, First Section, as per plat thereof, recorded in Plat Book 8, page 30 in the Office of the Recorder of Hendricks County, Indiana; thence North 01 degrees 39 minutes 08 seconds

BOOK 70 PAGE 615

West on and along the West line of said Lot 34, a distance of 4.03 feet to the point of curvature of a curve to the right having a radius of 250.00 feet; thence Northeasterly on and along said curve to the right and the West line of said Lot, a distance of 35.97 feet; thence South 44 degrees 49 minutes 47 seconds East 54.68 feet to a point on the South line of said Lot which is 40.00 feet East of the Southwest corner of said Lot; thence South 88 degrees 20 minutes 52 seconds West on and along said South line 40.00 feet to the place of beginning.

EXHIBIT "B"

BOOK 70 PAGE 666

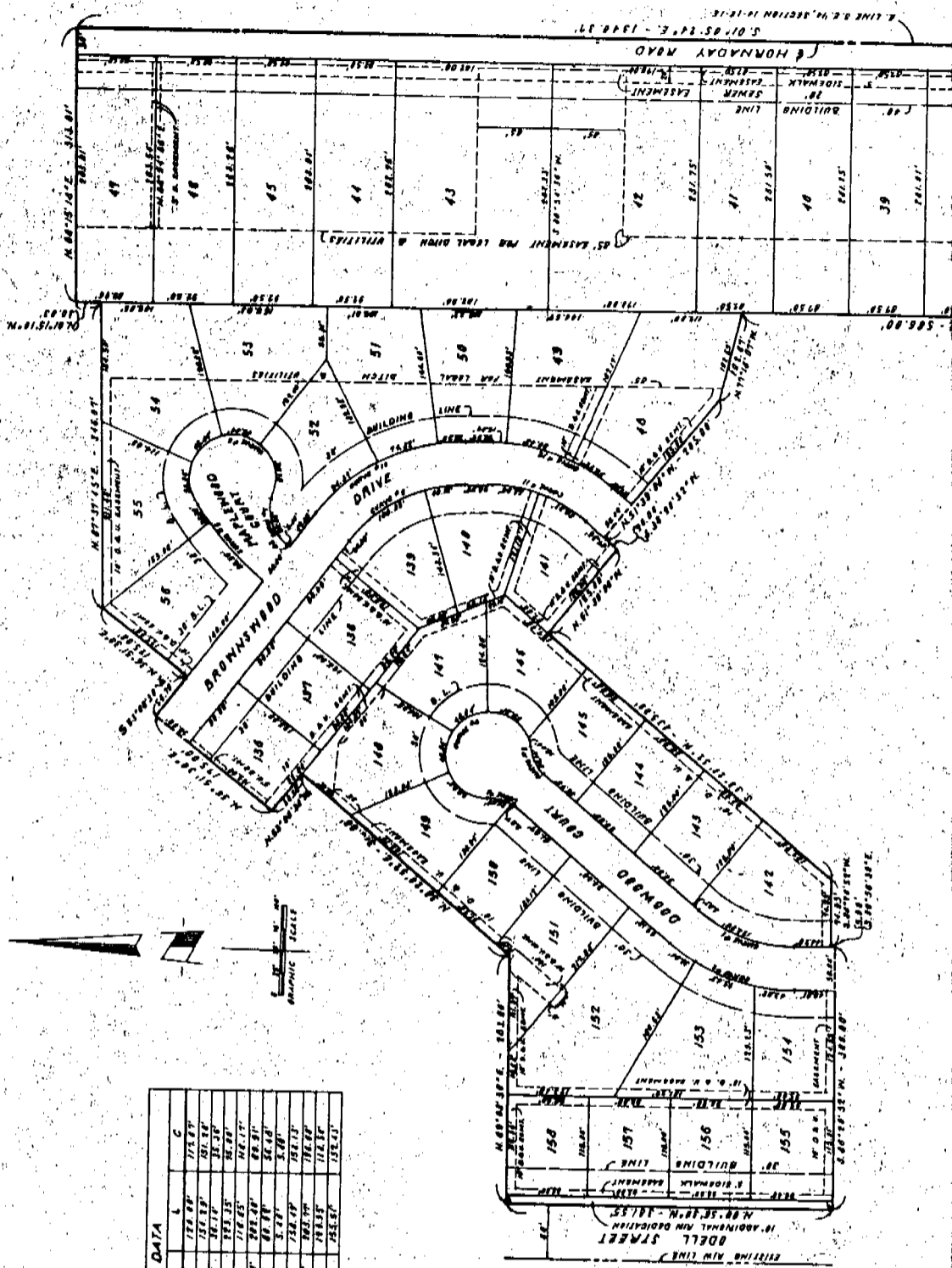
Land being part of the Southeast Quarter of Section 14,
Township 16 North, Range 1 East in Hendricks County, Indiana,
more particularly described as follows:

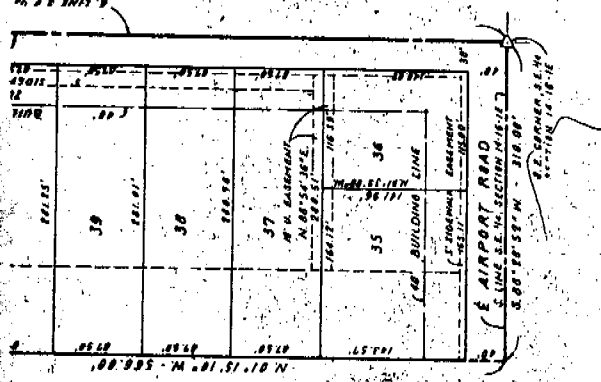
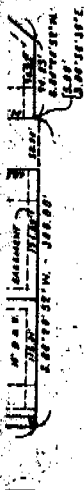
Beginning at the Southeast corner of the Southeast Quarter of
Section 14, Township 16 North, Range 1 East; thence South
88 degrees 20 minutes 52 seconds West (assumed bearing) on and
along the South line of said Southeast Quarter 310.00 feet; thence
North 01 degrees 15 minutes 10 seconds West 566.00 feet; thence
North 77 degrees 18 minutes 07 seconds West 102.67 feet;
thence North 51 degrees 39 minutes 08 seconds West 205.00 feet;
thence South 38 degrees 20 minutes 52 seconds West 20.00 feet;
thence North 51 degrees 39 minutes 08 seconds West 125.00 feet;
thence South 38 degrees 20 minutes 52 seconds West 435.00 feet;
thence South 88 degrees 20 minutes 52 seconds West 74.93 feet;
thence South 00 degrees 56 minutes 30 seconds East 5.00 feet; thence
South 88 degrees 20 minutes 52 seconds West 300.00 feet to the West
line of the East Half of said Southeast Quarter; thence North
00 degrees 56 minutes 30 seconds West on and along said West line
381.55 feet; thence North 89 degrees 03 minutes 30 seconds East
283.60 feet; thence North 38 degrees 20 minutes 52 seconds
East 316.88 feet; thence North 53 degrees 08 minutes 30 seconds
West 56.59 feet; thence North 36 degrees 51 minutes 30 seconds
East 175.00 feet; thence South 53 degrees 08 minutes 30 seconds
East 56.70 feet; thence North 36 degrees 51 minutes 30 seconds
East 125.00 feet; thence North 87 degrees 37 minutes 45 seconds
East 346.07 feet; thence North 01 degrees 15 minutes 10 seconds
West 30.03 feet; thence North 88 degrees 15 minutes 18 seconds
East 313.81 feet to the East line of said Southeast Quarter;
thence South 01 degrees 05 minutes 24 seconds East on and along
aforesaid East line 1340.37 feet to the place of beginning,
containing 21.69 acres, more or less.

Subject to all legal easements and rights-of-way.

BROWNSWOOD ESTATES

SECOND SECTION





3623
ENTERED FOR RECORD

BOOK APR-91976 44153
 9 Page 60

Marville Abbott
 RECORDED HENDRICKS COUNTY

Duly entered for taxation this 9th
 day of April 1976
Mary Jane Keathern ASY
 AUDITOR HENDRICKS COUNTY

I, the undersigned, being a duly registered surveyor in the State of Indiana, hereby certify the within plat to be true and correct, representing a subdivision of part of the Southeast Quarter of Section 14, Township 16 North, Range 1 East in Hendricks County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of Section 14, Township 16 North, Range 1 East; thence South 88 degrees 20 minutes 52 seconds West (assumed bearing) on and along the South line of said Southeast Quarter 310.00 feet; thence North 01 degrees 15 minutes 10 seconds West 568.00 feet; thence North 77 degrees 18 minutes 07 seconds West 102.87 feet; thence North 51 degrees 39 minutes 08 seconds West 205.00 feet; thence South 38 degrees 20 minutes 52 seconds West 20.00 feet; thence North 51 degrees 39 minutes 08 seconds West 125.00 feet; thence South 38 degrees 20 minutes 52 seconds West 435.00 feet; thence South 88 degrees 20 minutes 52 seconds West 74.93 feet; thence South 00 degrees 56 minutes 30 seconds East 5.00 feet; thence South 88 degrees 20 minutes 52 seconds West 300.00 feet to the West line of the East Half of said Southeast Quarter; thence North 00 degrees 56 minutes 30 seconds West on and along said West line 381.55 feet; thence North 88 degrees 03 minutes 30 seconds East 30 seconds North 38 degrees 20 minutes 52 seconds East 316.88 feet; thence North 53 degrees 08 minutes 30 seconds East 283.60 feet; thence East 56.70 feet; thence North 36 degrees 51 minutes 30 seconds East 173.00 feet; thence South 53 degrees 08 minutes 30 seconds East 36.07 feet; thence North 01 degrees 15 minutes 10 seconds East 125.00 feet; thence North 87 degrees 37 minutes 15 minutes East 346.07 feet; thence North 01 degrees 15 minutes 10 seconds West 30.03 feet; thence North 88 degrees 24 seconds East 313.81 feet to the East line of said Southeast Quarter; thence South 01 degrees 05 minutes 24 seconds East on and along aforesaid East line 1340.37 feet to the place of beginning, containing 21.88 acres, more or less. Subject to all legal easements and rights-of-way.

This subdivision consists of 45 lots, numbered from 35 through 56, both inclusive, and from 136 through 158, both inclusive, with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 8th day of December, 1972.
Allen H. Weihe
 Allen H. Weihe, Reg. L. S., Indiana #10398

We the undersigned, COLLEGE PARK CORPORATION, by R. R. Wickstrand, President and Ronald C. Davis, Secretary, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as BROWNSWOOD ESTATES - SECOND SECTION, an addition to the Town of Brownsburg, Indiana.

Street Dedication: All streets shown and not heretofore dedicated, are hereby dedicated, to the public.

Use: All numbered lots in this Addition shall be designated as residential lots. Only one single family dwelling with an accessory building and not exceeding two and one-half (2 1/2) stories in height may be erected or maintained on said lots. No lot in this Addition shall be resubdivided into a building lot having an area of less than ten thousand (10,000) square feet.

Building Lines: Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and one-half (3 1/2) and twelve (12) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The

Easements: There are strips of ground as shown on the within plat marked "Drainage Easements" (D. E.), "Sewer Easements" (S. E.), and "Utility Easements" (U. E.), either separately or in any combination of the three which are reserved for the use of public utility companies or governmental agencies, as follows: "Drainage Easements" (D. E.) are created to provide paths and courses for area and local storm drainage, either overlaid or in adequate underground conduit, to serve needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easements which will obstruct flow from the area being served. "Sewer Easements" (S. E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purposes of installation, and maintenance of sewers that are part of said system. "Utility Easements" (U. E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, and also all rights and easements specified for sewer easements above designated. The owners of all lots in this Addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this Addition, to said easements herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated. The owners of all lots in this Addition shall maintain that portion of such drainage easement or easements with-in such owner's lot and, further, in the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

Design Restriction: No residence or out-buildings may be erected on the above-described property for a period of twenty (20) years from date hereof until the plan, elevation, location and grade thereof have been approved by College Park Corporation, its nominee, successors or assigns, nor shall any change or alteration be made in the exterior design of any such residence or out-building after the original construction thereof, and during said period of time, until approval thereof has been given by College Park Corporation, its nominee, successors, or assigns, and during said period of time, no fences or walls may be erected on the above-described property without such approval; provided, however, such approval shall be presumed unless notification in writing to the contrary has been provided by College Park Corporation, its nominee, successors or assigns within fifteen (15) days following submission of any such plans.

Enforcement: The right to enforce the within provisions, restrictions, and covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns, and the Town Plan Commission, its successors and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Said provision shall be in full force and effect until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Covenants Run With Land: The foregoing covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.

Owner and Subdivider
 College Park Corporation

R. R. Wickstrand
 R. R. Wickstrand, President

Ronald C. Davis, Secretary

1. East in Hendricks County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of Section 14, Township 16 North, Range 1 East; thence South 88 degrees 20 minutes 52 seconds West (assumed bearing) on and along the South line of said Southeast Quarter 310.00 feet; thence North 01 degrees 15 minutes 10 seconds West 566.00 feet; thence North 77 degrees 18 minutes 07 seconds West 102.87 feet; thence North 51 degrees 38 minutes 08 seconds West 205.00 feet; thence South 38 degrees 38 minutes 52 seconds West 20.00 feet; thence North 51 degrees 38 minutes 08 seconds West 38 degrees 38 minutes 52 seconds West 435.00 feet; thence South 88 degrees 20 minutes 52 seconds West 125.00 feet; thence South 30 degrees 00 minutes 52 seconds East 5.00 feet; thence South 88 degrees 20 minutes 52 seconds West 125.00 feet; thence South 30 degrees 00 minutes 52 seconds East 5.00 feet; thence North 89 degrees 03 minutes 30 seconds East 283.60 feet; thence North 38 degrees 36 minutes 33 seconds East 175.90 feet; thence South 53 degrees 08 minutes 30 seconds West 54.59 feet; thence North 36 degrees 51 minutes 30 seconds East 125.00 feet; thence North 87 degrees 37 minutes 45 seconds East 346.07 feet; thence North 01 degrees 15 minutes 10 seconds West 30.03 feet; thence North 88 degrees 20 minutes 52 seconds East on and along aforesaid East line 1340.37 feet to the place of beginning, containing 21.49 acres, more or less. Subject to all legal easements and rights-of-way.

This subdivision consists of 45 lots, numbered from 35 through 56, both inclusive, and from 136 through 156, both inclusive, with streets as shown hereon. The size of lots and width of streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 8th day of December, 1972.

Allan R. Weihe
Allan R. Weihe, Reg. L. S., Indiana #10398

We the undersigned, COLLEGE PARK CORPORATION, by R. R. Wickstrand, President and Ronald C. Davis, Secretary, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as BROWNSWOOD ESTATES - SECOND SECTION, an addition to the Town of Brownsburg, Indiana.

Street Dedication: All streets shown and not heretofore dedicated, are hereby dedicated, to the public.

Use: All numbered lots in this Addition shall be designated as residential lots. Only one single family dwelling with an accessory building and not exceeding two and one-half (2 1/2) stories in height may be erected or maintained on said lots. No lot in this Addition shall be resubdivided into a building lot having an area of less than ten thousand (10,000) square feet.

Building Lines: Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and one-half (3 1/2) and twelve (12) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same eight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of sight line.

Prohibited Use: No trailer, tent, shack, basement, garage, barn or other out-building or temporary structure shall be used for temporary or permanent residential purposes on any lot in this Addition.

Nuisance: No noxious or offensive trade shall be carried on upon any lot in this Addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

Animals: No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.

For plat recording only:
Stanley M. Startle
Hendricks County Engineer
A-9-76

This instrument prepared by Allan R. Weihe, this 8th day of December, 1972.

Easements: (S. E.), and "Utility Easements" (U. E.), either separately or in any combination of the three which are reserved for the use of public utility companies or governmental agencies, as follows: "Drainage Easements" (D. E.) are created to provide paths and courses for area and local storm drainage, either overlaid or in adequate underground conduit, to serve needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easements which will obstruct flow from the area being served. "Sewer Easements" (S. E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purposes of installation, and maintenance of sewers that are part of said system. "Utility Easements" (U. E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, and also all rights and easements herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated. The owners of all lots in this Addition shall maintain that portion of such drainage easement or easements with vision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

Design Restrictions: No residence or out-buildings may be erected on the above-described property for a period of twenty (20) years from date hereof until the plan, elevation, location and grade thereof have been approved by College Park Corporation, its nominee, successors or assigns, nor shall any change or alteration be made in the exterior design of any such residence or out-building after the original construction thereof, and during said period of time, until approval thereof has been given by College Park Corporation, its nominee, successors, or assigns, and during said period of time, no fences or walls may be erected on the above-described property without such approval; provided, however, such approval shall be presumed unless notification in writing to the contrary has been provided by College Park Corporation, its nominee, successors or assigns within fifteen (15) days following submission of any such plan.

Enforcement: The right to enforce the within provisions, restrictions, and covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns, and the Town Plan Commission, its successors and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Said provision shall be in full force and effect until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Covenants Run With Land: The foregoing covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.

Owner and Subdivider

College Park Corporation
R. R. Wickstrand
R. R. Wickstrand, President

Ronald C. Davis, Secretary

STATE OF INDIANA)
COUNTY OF) SS

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared College Park Corporation, by R. R. Wickstrand and Ronald C. Davis, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this _____ day of _____, 19____

My commission expires _____



UNDER AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, AND ORDINANCE ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF BROWNSBURG, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF BROWNSBURG AS FOLLOWS:

Approved by Town Plan Commission at a meeting held *January 22, 1973*
Stanley M. Startle Secretary
Ronald C. Davis President

SECTION III

In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all enduring to the benefits of each and every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all the same each grantor and their heirs and/or assigns.

- Land Use:** Lots may be used only for residential purposes and only one single-family dwelling, a private garage and other such accessory buildings as are usual and incidental to the use of a residential lot may be constructed thereon. No portion of any lot may be sold or subdivided such that there will be thereby a greater number of houses thereon than the number of the original lots platted hereon. Garages and such other accessory buildings shall be subordinate in size related to the dwelling.
- Building Control:** Prior to construction of any structure upon a lot, the building plans therefore, including plot plans, specifications plans for landscaping and any other data or information which may be requested, must be submitted to the Building Committee for its approval, said approval to be evidenced by a written instrument executed by a majority of the Building Committee and delivered to the person or persons requesting such approval.
- Building Committee:** The Building Committee consists of three members and shall be initially composed of the following members: Robert E. Scott, James A. Scott, and Otto A. Kolditz. In the event of the death, disability or resignation of any of the aforementioned members, the remaining member or members are authorized to select the successor or successors to fill the vacancy or vacancies created. A majority of the members of the Building Committee constitutes a quorum of the transaction of business and the decision of a majority is controlling and final. The Building Committee is authorized to determine whether the location of the proposed structures, and the plans and specifications show conformity and harmony of location and external design with existing structures, and whether the building and property setback lines are in conformity with applicable plat requirements. It shall also undertake such other duties and responsibilities as are assigned to it herein. No charge will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of 30 days after submission, the Building Committee is deemed to have approved such plans. Upon the death, disability or resignation of all the original members of the Building Committee, the owners of the lots shall elect a new Building Committee for the purposes set forth in these covenants.
- Dwelling Size:** No residence may be constructed on any lot unless such residence, exclusive of open porches, attached garages, and basements, shall have a ground level floor area of 1500 square feet and two story dwellings shall have a 1000 square foot minimum for the ground level and a combined minimum of 2000 square feet.
- Temporary Structures:** No trailer, shack, tent, boat, basement, garage or other out-building may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.
- Building Location and Grade Line Elevation:** No building may be erected between the building lines shown on the plat; and the property line, no structure or part thereof may be built or erected

- Easements for Drainage, Sewers and Utilities:** Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies, and governmental agencies as follows: (a) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, whether overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstance shall said easement be blocked in any manner by the construction, nor reconstruction of any improvement, nor shall any grading restrict, in any manner the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the addition. (B) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easement (U.E.) are created for the use of Public Utility Companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. All such easements mentioned therein include the right of response to ingress and egress for the exercise of the other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement.

- Driveways:** All driveways shall be paved simultaneously with construction of the dwelling and the type of construction and materials must be first approved by the Building Committee.
- Vehicle Parking:** No camper, motor home, truck, trailer or boat may be stored on any lot in open public view.
- Signs:** No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.
- Fencing:** No chain link fencing shall be allowed on any lot. Wooden fencing, maximum of 5 feet tall, may be used with approval from the Building Committee prior to construction.
- Vegetation:** Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from unsightly growth at all times. Failure to comply shall warrant any landowner in said subdivision to cut weeds and clear the lot of such growth at the expense of the lot owner, and such lot owner shall have a lien against said real estate for the expense thereof.
- Nuisances:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste shall

23. **Enforcement:** The right of enforcement of each of the foregoing restrictions by injunction together with the right to cause the removal by due process of law structures erected or maintained or maintained in violation thereof, is reserved to the Building Committee, the owners of the lots in the subdivision, their heirs and assigns, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Building Committee, any owner or owners, by or through any such violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Town of Brownsburg, its successors or assigns.

24. **Severability** Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

25. **General Provisions:** The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Hendricks County Recorder's Office.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 20th day of January, 1988.

Kolsco Developers and Builders, Inc.
9201 Log Run Drive, South
Indianapolis, IN 46234

By: Otto Kolditz, Secretary Treasurer

STATE OF INDIANA)
COUNTY OF MARION) SS:

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Kolsco Developers and Builders, Inc. and acknowledge execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 20th day of January, 1988.

Lynda C. Swilliger
Notary Public

My Commission Expires:

May 27 1989

County of Residence:

3. **Building Committee:** The Building Committee consists of three members and shall be initially composed of the following members: Robert E. Scott, James A. Scott, and Otto A. Koiditz. In the event of the death, disability or resignation of any of the aforementioned members, the remaining member or members are authorized to select the successor or successors to fill the vacancy or vacancies created. A majority of the members of the Building Committee constitutes a quorum of the transaction of business and the decision of a majority is controlling and final. The Building Committee is authorized to determine whether the location of the proposed structures, and the plans and specifications show conformity and harmony of location and external design with existing structures, and whether the building and property setback lines are in conformity with applicable plat requirements. It shall also undertake such other duties and responsibilities as are assigned to it herein. No charge will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of 30 days after submission, the Building Committee is deemed to have approved such plans. Upon the death, disability or resignation of all the original members of the Building Committee, the owners of the lots shall elect a new Building Committee for the purposes set forth in these covenants.
4. **Dwelling Size:** No residence may be constructed on any lot unless such residence, exclusive of open porches, attached garages, and basements, shall have a ground level floor area of 1500 square feet and two story dwellings shall have a 1000 square foot minimum for the ground level and a combined minimum of 2000 square feet.
5. **Temporary Structures:** No trailer, shack, tent, boat, basement, garage or other out-building may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.
6. **Building Location and Grade Line Elevation:** No building may be erected between the building lines shown on the plat; and the property line, no structure or part thereof may be built or erected nearer than 10 feet to any yard line. A grade line elevation, shown on the recorded plat, is hereby established as a minimum grade line for each lot and no improvements may be constructed below the minimum grade line for each lot shown on the plat without the written consent of the Building Committee. Before building commences, said grade line shall be physically checked on the lot and certified by a licensed Professional Engineer or a licensed Land Surveyor.
7. **Building Completion:** All buildings must have a masonry exterior (brick or stone) on the ground floor level of the building. No vinyl or aluminum siding shall be used. All materials other than masonry for aesthetic or architectural reasons shall be approved by the Building Committee prior to construction.
8. **Building Completion:** Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within a year after the date of commencement of the building process, after which time the Building Committee may re-enter the possession of said lot without notice, and sell the same together with the improvements and after payment of liens and expenses, to the best use of the sale proceeds to the owner of said lot at the time the same were sold.

esement (U.E.) are created for the use of Public Utility Companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. All such easements mentioned therein include the right of ingress and egress for the exercise of the other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement.

10. **Driveways:** All driveways shall be paved simultaneously with construction of the dwelling and the type of construction and materials must be first approved by the Building Committee.

11. **Vehicle Parking:** No camper, motor home, truck, trailer or boat may be stored on any lot in open public view.

12. **Signs:** No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.

13. **Fencing:** No chain link fencing shall be allowed on any lot. Wooden fencing, maximum of 5 feet tall, may be used with approval from the Building Committee prior to construction.

14. **Vegetation:** Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from unsightly growth at all times. Failure to comply shall warrant any landowner in said subdivision to cut weeds and clear the lot of such growth at the expense of the lot owner, and such lot owner shall have a lien against said real estate for the expense thereof.

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

16. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

17. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

18. **Storage Tanks:** Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

19. **Antennas:** No antenna or satellite dish may be used on any lot or roof top in open public view.

20. **Outbuildings and Garages:** No outbuildings are allowed unless constructed of materials to compliment and blend with the dwelling and adjacent properties and must have the approval of the Building Committee.

21. **Swimming Pools:** No above ground swimming pools are allowed.

22. **No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of said street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line.**

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 20th day of January, 1988.

Kolsco Developers and Builders, Inc.
9201 Log Run Drive, South
Indianapolis, IN 46234

By: Otto A. Koiditz
Otto Koiditz, Secretary Treasurer

STATE OF INDIANA) SS:
COUNTY OF MARION)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Kolsco Developers and Builders, Inc. and acknowledge execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 20th day of January, 1988.

Lynda C. Sewell
Notary Public

My Commission Expires: May 27, 1989
County of Residence: Hendricks

Pursuant to the requirements of Indiana Code 36-7-4 et seq. as amended or supplemented and an ordinance adopted by the Common Council of the Town of Brownsburg, Indiana, this plat was given approval by the Town of Brownsburg as follows:

Adopted this _____ day of _____, 1987.

Brownsburg Plan Commission

President William E. Smith III
Secretary Carl H. Dixon

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING

DATE: 3-28-88 Walter S. Roeder
HENDRICKS COUNTY ENGINEER

Copy Entered for Recording This 28th day of March 1988

ENTERED FOR RECORD

BOOK 118 PAGE 700
 112 SEP 15 1989

14020

AMENDMENT TO BUILDING SET BACK LINE

RE: Brownswood Estates
 Section Three

Bonnie D. Mayhew
 HENDRICKS COUNTY RECORDER

The undersigned, being lot owners in Brownswood Estates, Section Three, the plat of which is recorded in Plat Book 13, pages 41 in the office of the Recorder of Hendricks County, Indiana do hereby amend the (30) foot building set back line for lots 60, 63, 68, 69, 62, 73, 110, 111, 112, 125, 73, 70, 71, 72, 74, 113, 114, 115, 116, 124, 126, 128, 129, 130, 131, 132 and 133 in Brownswood Estates, Section Three, from thirty (30) foot to twenty-five (25) foot.

The undersigned consent to the amendment of the said building set back line and the undersigned further waive any rights or remedies available through enforcing the building set back line applicable to said Lots.

The undersigned further agree that this Amendment to Building Set Back Line shall be binding upon the heirs, successors and assigns of the undersigned and shall run with the land.

Dated this 31 day of August, 1989.

Michael R. May
 Michael R. May Lot 67

Cathy May
 Cathy May Lot 67

Cecil R. Smith
 Cecil R. Smith Lot 118

Lionel Persinger, Jr.
 Lionel Persinger, Jr. Lot 69

Rebecca Ann Persinger
 Rebecca Ann Persinger Lot 69

Betty J. Smith
 Betty J. Smith Lot 118

George W. DeBoy
 George W. DeBoy Lot 115

Jeffrey D. Merrick
 Jeffrey D. Merrick Lot 115

Mark A. Hilligoss
 Mark A. Hilligoss Lot 74

Jimmy L. Kilby
 Jimmy L. Kilby Lot 59

Noble E. Taylor
 Noble E. Taylor Lot 111

Jeffrey D. Hammontree
 Jeffrey D. Hammontree Lot 123

Terri L. Hammontree
 Terri L. Hammontree Lot 123

Dorothy O. Taylor
 Dorothy O. Taylor Lot 111

Russell M. Deckard
 Russell M. Deckard Lot 163

Karen L. Deckard
 Karen L. Deckard Lot 163

Diana L. Hopper
 Diana L. Hopper Lot 132

Michael R. Smith
 Michael R. Smith Lot 57

William L. Kilby
 William L. Kilby Lot 57

Karen L. Smith
 Karen L. Smith Lot 57

Marvin W. Johnson
 Marvin W. Johnson Lot 62

Rebecca J. Kilby
 Rebecca J. Kilby Lot 57

Shawn D. Martin
 Shawn D. Martin Lot 134

Marvin W. Johnson
 Marvin W. Johnson Lot 62

Lori S. Martin
 Lori S. Martin Lot 134

BOOK 118 PAGE 701

Harry F. Lemmon
Harry F. Lemmon Lot 131

Jacque Lemmon
Jacque Lemmon Lot 131

Walter E. Price
W.E. Price Lot 134,73

Loretta Price
Loretta Price Lot 134,73

Kolsco Development & Builders, Inc.

BY: Paul Price pres.
PGL Enterprises, Inc. Lot 66

BY: Att. A. Kolditz - Secretary
Lots 22, 22, 22, 22, 61, 22, 63, 64, 65, 22, 68,
70, 71, 72, 22, 110, 22, 112, 113, 114, 116, 117,
119, 120, 121, 122, 124, 125, 126, 22, 128, 129, 130,
22, 22, 22, 159, 160, 161, and 162.

Steven Scott
Steven Scott Lot 59

BY: Heidi Schrier
Schrier Enterprises Lot 60

Robert J. Tibbs
Robert J. Tibbs Lot 127

Dolly K. Tibbs
Dolly K. Tibbs Lot 127

Timothy D. Moser
Timothy D. Moser Lot 163

Lisa S. Moser
Lisa S. Moser Lot 163

Subscribed and sworn to before me, a Notary Public in and for
said County and State, this 31 day of August, 1989

My commission expires:
January 2, 1993

Karen Deckard
Notary Public
KAREN DECKARD

Resident of Hendricks County.



This instrument was prepared by:
Lee T. Comer
Attorney-at-Law
P.O. Box 207
Danville, IN 46122
(317) 746-4300.

701

BROWNSWOOD SECTION IV ESTATES

In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all enduring to the benefits of each and every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all the same each grantor and their heirs and/or assigns.

1. **Land Use:** Lots may be used only for residential purposes and only one single-family dwelling, a private garage and other such accessory buildings as are usual and incidental to the use of a residential lot may be constructed thereon. No portion of any lot may be sold or subdivided such that there will be thereby a greater number of houses thereon than the number of the original lots placed hereon. Garages and such other accessory buildings shall be subordinate in size related to the dwelling.

2. **Building Control:** Prior to construction of any structure upon a lot, the building plans therefore, including plot plans, specifications plans for landscaping and any other data or information which may be requested, must be submitted to the Building Committee for its approval, said approval to be evidenced by a written instrument executed by a majority of the Building Committee and delivered to the person or persons requesting such approval.

3. **Building Committee:** The Building Committee consists of three members and shall be initially composed of the following members: Robert E. Scott, James A. Scott, and Otto A. Kolditz. In the event of the death, disability or resignation of any of the aforementioned members, the remaining member or members are authorized to select the successor or successors to fill the vacancy or vacancies created. A majority of the members of the Building Committee constitutes a quorum of the transaction of business and the decision of a majority is controlling and final. The Building Committee is authorized to determine whether the location of the proposed structures, and the plans and specifications show conformity and harmony of location and external design with existing structures, and whether the building and property setback lines are in conformity with applicable plat requirements. It shall also undertake such other duties and responsibilities as are assigned to it herein. No charge will be made by any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of 30 days after submission, the Building Committee is deemed to have approved such plans. Upon the death, disability or resignation of all the original members of the Building Committee, the owners of the lots shall elect a new Building Committee for the purposes set forth in these covenants.

4. **Dwelling Size:** No residence may be constructed on any lot unless such residence, exclusive of open porches, attached garages, and basements, shall have a ground level floor area of 1500 square feet and two story dwellings shall have a 1000 square foot minimum for the ground level and a combined minimum of 2000 square feet.

5. **Temporary Structures:** No trailer, shed, tent, boat, basement, garage or other out-building may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.

6. **Building Location and Grade Line Elevation:** No building may be constructed between the building lines shown on the plat and the

9. **Easements for Drainage, Sewers and Utilities:** Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies, and governmental agencies as follows: (a) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, whether overlaid or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstance shall said easement be blocked in any manner by the construction, nor reconstruction of any improvement, nor shall any grading restrict, in any manner the easement. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the addition. (B) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easement (U.E.) are created for the use of Public Utility Companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. All such easements mentioned therein include the right of response to ingress and egress for the exercise of the other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement.

10. **Driveways:** All driveways shall be paved simultaneously with construction of the dwelling and the type of construction and materials must be first approved by the Building Committee.

11. **Vehicle Parking:** No camper, motor home, truck, trailer or boat may be stored on any lot in open public view.

12. **Signs:** No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six square feet, may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.

13. **Fencing:** No chain link fencing shall be allowed on any lot. Fencing, maximum of 5 feet tall, may be used with approval from the Building Committee prior to construction.

14. **Vegetation:** Lot owners shall not permit the growth of weeds and noxious trees and bushes, and shall keep their lots reasonably clear from noxious growth at all times. Failure to comply shall warrant any landowner in said subdivision to cut weeds and clear the lot of such growth at the expense of the lot owner, and such lot owner shall have a lien against said real estate for the expense thereof.

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

16. **Garbage and Refuse Disposal:** No lot shall be used or maintained as

23. **Enforcement:** The right of enforcement of each of the foregoing restrictions by injunction together with the right to cause the removal by due process of law structures erected or maintained or maintained in violation thereof, is reserved to the Building Committee, the owners of the lots in the subdivision, their heirs and assigns, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Building Committee, any owner or owners, by or through any such violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Town of Brownsburg, its successors or assigns.

24. **Severability:** Invalidation of any of these covenants and restrictions or any part thereof by judgement or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

25. **General Provisions:** The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Hendricks County Recorder's Office.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 9th day of OCTOBER, 1990.

KOLSCO DEVELOPERS AND BUILDERS, INC.
9201 Log Man Drive, South
Indianapolis, Indiana, 46234

By: *Otto A. Kolditz*
Otto Kolditz, Secretary Treasurer
STATE OF INDIANA)
COUNTY OF MARION)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Kolso Developers and Builders, Inc. and acknowledge the execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 9th day of OCTOBER, 1990.

Spauldon L. Atzig
Notary Public
MONROE L. ATZIG

My Commission Expires: 11/19/91

County of Residence: HENDRICKS

Robert E. Scott, James A. Scott, and Otto A. Koliditz... in the event of the death, disability or resignation of any of the aforementioned members, the remaining member or members are authorized to select the successor or successors to fill the vacancy or vacancies created. A majority of the members of the Building Committee constitutes a quorum of the transaction of business and the decision of a majority is controlling and final. The Building Committee is authorized to determine whether the specifications show conformity and harmony of location and external property setback lines are in conformity with applicable plat requirements. It shall also undertake such other duties and responsibilities as are assigned to it herein. No charge will be made to any purchaser of a lot for acquisition of plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of 30 days after submission, the Building Committee is deemed to have approved such plans. Upon the death, disability or resignation of all the original members of the Building Committee, the owners of the lots shall elect a new Building Committee for the purposes set forth in these covenants.

10. **Driveways:** All driveways shall be paved simultaneously with construction of the dwelling and the type of construction and materials must be first approved by the Building Committee.

11. **Vehicle Parking:** No camper, motor home, truck, trailer or boat may be stored on any lot in open public view.

12. **Signs:** No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.

13. **Fencing:** No chain link fencing shall be allowed on any lot. Fencing, maximum of 5 feet tall, may be used with approval from the Building Committee prior to construction.

14. **Vegetation:** Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from unsightly growth at all times. Failure to comply shall warrant any landowner in said subdivision to cut weeds and clear the lot of such growth at the expense of the lot owner, and such lot owner shall have a lien against said real estate for the expense thereof.

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

16. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

17. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

18. **Storage Tanks:** Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

19. **Antennas:** No antenna or satellite dish may be used on any lot or roof top in open public view.

20. **Outbuildings and Garages:** No outbuildings are allowed unless constructed of materials to complement and blend with the dwelling and adjacent properties and must have the approval of the Building Committee.

21. **Swimming Pools:** No above ground swimming pools are allowed.

22. **No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of said street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No trees shall be permitted to remain within such distance of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line.**

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 9th day of OCTOBER, 1990.

KOLSCO DEVELOPERS AND BUILDERS, INC.
9201 Log Run Drive, South
Indianapolis, Indiana, 46234

By: Otto A. Koliditz
Otto Koliditz, Secretary Treasurer
STATE OF INDIANA) SS:
COUNTY OF MARRION)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Kolaco Developers and Builders, Inc. and acknowledge the execution of the above and foregoing certificate to it, and their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 9th day of OCTOBER, 1990.

4. **Dwelling Size:** No residence may be constructed on any lot unless such residence, exclusive of open porches, attached garages, and basements, shall have a ground level floor area of 1500 square feet and two story dwellings shall have a 1000 square foot minimum for the ground level and a combined minimum of 2000 square feet.

5. **Temporary Structures:** No trailer, shack, tent, boat, basement, garage or other out-building may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.

6. **Building Location and Grade Line Elevation:** No building may be constructed between the building lines shown on the plat; and the property line, no structure or part thereof may be built or erected nearer than 10 feet to any yard line. A grade line elevation, shown on the recorded plat, is hereby established as a minimum grade line for each lot and no improvements may be constructed below the minimum grade line for each lot shown on the plat without the written consent of the Building Committee. Before building commences, said grade line shall be physically checked on the lot and certified by a licensed Professional Engineer or a Licensed Land Surveyor.

7. **Building Completion:** All buildings must have a masonry exterior (brick or stone) on the ground floor level of the building. No vinyl or aluminum siding shall be used. All materials other than masonry for aesthetic or architectural reasons shall be approved by the Building Committee prior to construction.

8. **Building Completion:** Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within a year after the date of commencement of the building process, after which time the Building Committee may re-enter, take possession of said lot, without notice, and sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

Spauldon L. Atwig
RONDEAN L. ATWIG
Notary Public

My Commission Expires: 11/5/91

County of Residence: HENDRICKS

Pursuant to the requirements of Indiana Code 36-7-4 et. seq. as amended or supplemented and an ordinance adopted by the Common Council of the Town of Brownsburg, Indiana, this plat was given approval by the Town of Brownsburg as follows:

Adopted this 13 day of July, 1990.

Brownsburg Plan Commission

President: William E. Smith, III

ADMINISTRATOR: Mark A. White

Daily Engineer for Taxation this 14th day of November 19 90

May Jane Russell
Auditor Hendricks County

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING

DATE: 11-9-90

William E. Smith, III
HENDRICKS COUNTY ENGINEER

DULY ENTERED FOR TAXATION

14185

BOOK 149 PAGE 124

AUG 23 1995

Mary Jane Russell
AUDITOR HENDRICKS COUNTY

**BROWNSWOOD ESTATES
SECTION V
COVENANTS**

In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all enduring to the benefits of each and every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all their heirs and/or assigns.

1. **LAND USE.** Lots may be used only for residential purposes. Only one single-family dwelling with a private garage and other such accessory buildings as are usual and incidental to the use of a residential lot may be constructed on any lot. No portion of any lot may be sold or re-subdivided such that there will be a greater number of uses thereon than the number of the original lots platted hereon. Garages and such other accessory buildings shall be subordinate in size related to the dwelling.
2. **BUILDING CONTROL.** Prior to construction of any structure upon a lot, the building plans therefore, including plot plans, exterior plans, roof plans, elevation plans, specifications plans for landscaping and any other data or information which may be requested, must be submitted to the Building Committee for its approval or disapproval; said approval to be evidenced by a written instrument executed by a majority of the Building Committee and delivered to the person or persons requesting such approval.
3. **BUILDING COMMITTEE.** The Building Committee consists of four members and shall be initially composed of the following: Ronald K. Fisher, Larry L. Dunkerly, Matthew J. Ochs, Thomas J. Dunkerly. In the event of the death, disability or resignation of any of the aforementioned members, the remaining member are authorized to select the successor or successors to fill the vacancy or vacancies created. A majority of the members of the Building Committee constitutes a quorum of the transaction of business and the decision of a majority is controlling and final. The Building Committee is authorized to determine whether the location of the proposed structures, and the plans and specifications show conformity and harmony of location and external design with existing structures, and whether the building and property setback lines are in conformity with applicable plat requirements. It shall also undertake such other duties and responsibilities as are assigned to it herein. No charge will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of 30 days after submission, the Building Committee is deemed to have approved such plans. Upon the death, disability or resignation of all the original members of the Building Committee, the owners of the lots shall elect a new Building Committee for the purposes set forth in these covenants.

ENTERED FOR RECORD

AUG 24 1995

BOOK 149
Jay Bailey
HENDRICKS COUNTY RECORDER

at 10:00
Page 124-31

4. **ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

A. **Association.** Association shall mean and refer to Brownswood Estates, Section V Homeowners Association, its successors and assigns.

B. **Board of Directors.** Board of Directors shall mean and refer to the Board of Directors of the Association. 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.

C. **Common Area.** Common Area shall mean and refer to any and all real estate and facilities and all personal property leased or owned by the Association for the benefit, use and enjoyment of its members, including any areas denominated as "Common Area" on the Plat.

D. **Membership.** Every owner of a lot which is subject to assessment shall be a member of the Association and subject to the terms herein. Membership shall be appurtenant to and may not be separated from ownership of any lot.

E. **Classes of Membership.** The Association shall have two classes of voting membership.

Class A. Class A members shall be all owners with the exception of the Declarant 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. 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.

Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Lot owned, and the members of the first Board of Directors during their respective terms. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1997.

F. **Professional Management.** No contract or agreement for professional management of the Association nor any other contract with Declarant 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.

G. 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) Regular Assessments or charges; and (2) special assessments for capital improvements and operating deficits, such assessments to be established and collected as hereinafter provided. No assessments shall be made for any Lots owned by Declarant or a builder until such Lot is actually used as a single family residence. The Regular Assessments 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

H. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in Brownswood Estates, Section V and for the improvement and maintenance of the Common Area and other areas of Brownswood Estates, Section V and other purposes as specifically provided herein.

I. Maximum Regular Assessments.

(a) Until January 1, 1996, the maximum Regular Assessment on any lot conveyed by Declarant shall be \$100.00 per Lot per year.

(b) From and after January 1, 1996, the Maximum Regular Assessment may be increased effective January 1 of each year without a vote of the membership by the greater of 15% or the increase, if any, of the Consumer Price Index for all urban consumers ("CPI-U") as published by the Bureau of Labor Statistics (or other comparable index in the event the CPI-U shall be discontinued) for the preceding month of September as compared to said price index twelve (12) months prior thereto.

(c) From and after January 1, 1996, the maximum Regular Assessment may be increased by more than the amount specified in sub-section (b) above by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called by this purpose.

(d) The Board of Directors may fix the Regular Assessments at an amount not in excess of the maximum and may determine whether the Regular Assessment shall be payable annually or monthly.

(e) A portion of such Regular Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the

Common Areas or of any capital improvement which the Association is required to maintain

J. Special Assessments for Capital Improvements and Operating Deficits.

In addition to the Regular 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 is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

K. Notice and Quorum for Any Action Authorized under Paragraph 4B and 4F.

Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 4B and 4F shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

L. Uniform Rate of Assessment. Both Regular Assessments and special assessments for Common Area expenses, Common Area capital improvements and operating deficits must be fixed at a uniform rate for all lots and may be collected on an annual or monthly basis.

M. Date of Commencement of Monthly Assessments: Due Dates. The Regular Assessment provided for herein shall commence for any lot on the first day of the first month following the date of conveyance by Declarant or a building to an Owner of a lot. The Board of Directors shall fix any increase in the amount of the Regular 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

N. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 7 hereof), 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 heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

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 attorneys' 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 abandonment of his lot.

O. 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.

5. DWELLING SIZE. No residence may be constructed on any lot unless such residence, exclusive of open porches, attached garages, and basements, shall have a ground level floor living area of 1,500 square feet and two story dwellings shall have a 900 square foot minimum for the ground level floor living area and a combined minimum of 1800 square feet for living area.

6. TEMPORARY STRUCTURES. No trailer, shack, tent, boat, basement, garage or other out-building may be used at anytime as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.

7. **BUILDING LOCATION AND GRADE LINE ELEVATION.** No building may be erected between the building lines shown on the plat and the property line; no structure or part thereof may be built or erected nearer than 10 feet to any yard line. A grade line elevation, shown on the recorded plat, is hereby established as a minimum grade line for each lot and no improvements may be constructed below the minimum grade line for each to show on the plat without the written consent of the Building Committee. Before building commences, said grade line shall be physically checked on the lot and certified by a licensed professional Engineer or a licensed Land Surveyor.
8. **BUILDING EXTERIOR.** All Buildings must have a masonry exterior (brick or stone) on the ground floor level of the building. No vinyl or aluminum siding shall be used on the remainder of the exterior. All materials other than masonry for aesthetic or architectural reasons shall be approved by Building Committee prior to construction.
9. **BUILDING COMPLETION.** Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within a year after the date of commencement of the building process, after which time the Building Committee may re-enter, take possession of said lot, without notice and sell the same together with improvements; and after payment of liens, expenses and attorney fees, pay the balance of the sale proceeds to the owner of said lot at the time of sale.
10. **SIDEWALKS.** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling. However for lots on which homes shall be substantially completed on or after November 15 and before April 15 of any year, sidewalks shall be completed on or before the following June 1. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.
11. **EASEMENT FOR DRAINAGE, SEWERS AND UTILITIES.** Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies, and governmental agencies as follows: (A) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, whether overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstance shall said easement be blocked in any manner by the construction, nor reconstruction of any improvement, nor shall any grading restrict, in any manner the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the addition. (B) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition

for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easement (U.E.) are created for the use of Public Utility Companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. All such easements mentioned therein include the right of responsible ingress and egress for the exercise of the other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement.

12. **DRIVEWAYS.** All driveways shall be paved simultaneously with construction of the dwelling and the type of construction and materials must be first approved by the Building Committee.

13. **VEHICLE PARKING.** No camper, motor home, truck, trailer or boat may be stored on any lot in open public view.

14. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.

15. **FENCING.** No chain link fencing shall be allowed on any lot. Wooden fencing, maximum of 5 feet tall, may be used with approval from the Building Committee prior to construction.

16. **VEGETATION.** Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from unsightly growth at all times. Failure to comply shall warrant any landowner in said subdivision to cut weeds and clear the lot of such growth at the expense of the lot owner, and such lot owner shall have a lien against said real estate for the expense thereof.

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

18. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

19. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

20. STORAGE TANKS. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

21. ANTENNAS. No antenna or satellite dish may be used on any lot or roof top in open public view.

22. OUTBUILDINGS AND GARAGES. No outbuildings are allowed unless first approved by the Building Committee. Any such outbuildings shall be constructed of materials to compliment and blend with the dwelling and adjacent properties.

23. SWIMMING POOLS. No above ground swimming pools are allowed.

24. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of said street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line.

25. ENFORCEMENT. The right of enforcement of each of the foregoing restrictions by injunction together with the right to cause the removal by due process of law for structures erected or maintained in violation thereof, is reserved to the Building Committee, the owners of the lots in the subdivision or their heirs and assigns. Any action to enforce the terms herein shall include attorneys' fees and the costs of such action to the successful party.

26. SEVERABILITY. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

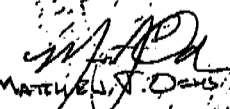
27. GENERAL PROVISIONS. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Hendricks County Recorder's Office.

Timber Park Development Corp.
5637 Georgetown Road
Indianapolis, IN 46254

by: 
Larry L. Dunkerly, Secretary


Ronald K. Fisher, President

BEFORE ME *Ronald K. Fisher*
as *Larry L. Dunkerly* personally
APPEARED ON THIS *23rd* day of
August 1995.


MATTHEW J. O'NEILL

Commission Expires
3/8/09

County of Residence
Hancock

AMENDMENT TO RESTRICTIVE COVENANTS
BROWNSWOOD ESTATES, SECTION V

The Undersigned, being at least two-thirds of the owners of Brownswood Estates Subdivision, Section 5, a subdivision in Brownsburg, Hendricks County, Indiana, recorded August 24, 1995 in Plat Cabinet 3, Slide 84 pages 1 and 2 in the office of the Recorder of Hendricks County, Indiana, do hereby amend the restrictive covenants of said subdivision which covenants were recorded August 24, 1995 in Miscellaneous Record 149 page 124 as follows:

- 15. **FENCING.** No chain link fencing, other than vinyl chain link fencing, shall be allowed on any lot. Wooden fencing, maximum of 5 feet tall, may be used with approval from the Building Committee prior to construction.

All other terms and conditions of the original covenants remain in full force and effect without change.

SO AMENDED this ____ day of _____, 1997.

[Signature]
Owner, Lot No. 190, 148, 182

Owner, Lot No. _____

[Signature]
Owner, Lot No. 186, 181, 177

Owner, Lot No. _____

[Signature]
Owner, Lot No. 175

Owner, Lot No. _____

[Signature]
Owner, Lot No. 173

Owner, Lot No. _____

[Signature]
Owner, Lot No. 184

Owner, Lot No. _____

[Signature]
Owner, Lot No. 174

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

[Signature]
Owner, Lot No. 180

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

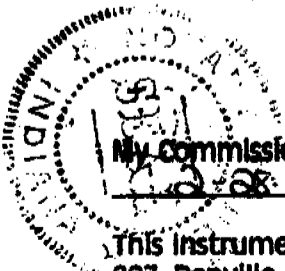
STATE OF INDIANA

COUNTY OF HENDRICKS

9700026887
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
) SS: On 12-19-1997 At 12:19 pm.
) AMEND COVEN 15.00
Vol. 37 Pg. 1051 - 1053

Subscribed and sworn before me, a Notary Public, in and for said County and State, this 17th day of December 1997.

[Signature]
Notary Public - Signature
Donna L Bunnell
Notary Public - Printed Name
Resident of Ellettsville County



My Commission Expires:
02-28-2007

This instrument prepared by Ben Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, IN 46122 (317) 745-4300.

2

**AMENDMENT TO RESTRICTIVE COVENANTS
BROWNSWOOD ESTATES, SECTION V**

The Undersigned, being at least two-thirds of the owners of Brownswood Estates Subdivision, Section 5, a subdivision in Brownsburg, Hendricks County, Indiana, recorded August 24, 1995 in Plat Cabinet 3, Slide 84 pages 1 and 2 in the office of the Recorder of Hendricks County, Indiana, do hereby amend the restrictive covenants of said subdivision which covenants were recorded August 24, 1995 in Miscellaneous Record 149 page 124 as follows:

- 15. **FENCING.** No chain link fencing, other than vinyl chain link fencing, shall be allowed on any lot. Wooden fencing, maximum of 5 feet tall, may be used with approval from the Building Committee prior to construction.

All other terms and conditions of the original covenants remain in full force and effect without change.

SO AMENDED this 2nd day of December 1997.

By: <u>[Signature]</u> , Sec.	Owner, Lot No. <u>165</u> <u>TIMBER PARK DEV. CORP.</u>	Owner, Lot No. _____
By: <u>[Signature]</u> , Sec.	Owner, Lot No. <u>166</u> <u>TIMBER PARK DEV. CORP.</u>	Owner, Lot No. _____
By: <u>[Signature]</u> , Sec.	Owner, Lot No. <u>167</u> <u>TIMBER PARK DEV. CORP.</u>	Owner, Lot No. _____
By: <u>[Signature]</u> , Sec.	Owner, Lot No. <u>169</u> <u>TIMBER PARK DEV. CORP.</u>	Owner, Lot No. _____
By: <u>[Signature]</u> , Sec.	Owner, Lot No. <u>170</u> <u>TIMBER PARK DEV. CORP.</u>	Owner, Lot No. _____
By: <u>[Signature]</u> , Sec.	Owner, Lot No. <u>183</u> <u>TIMBER PARK DEV. CORP.</u>	Owner, Lot No. _____
By: <u>[Signature]</u> , Sec.	Owner, Lot No. <u>187</u> <u>TIMBER PARK DEV. CORP.</u>	Owner, Lot No. _____
Owner, Lot No. _____		Owner, Lot No. _____
Owner, Lot No. _____		Owner, Lot No. _____
Owner, Lot No. _____		Owner, Lot No. _____

STATE OF INDIANA

COUNTY OF HENDRICKS

)
) SS:
)

Subscribed and sworn before me, a Notary Public, in and for said County and State, this 2nd day of December 1997.

[Signature]
 Notary Public - Signature
Daryl H. Heisel
 Notary Public - Printed Name
 Resident of Marion County

My Commission Expires: 5-29-01

This Instrument prepared by Ben Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, IN 46122 (317) 745-4300.

AMENDMENT TO RESTRICTIVE COVENANTS
BROWNSWOOD ESTATES, SECTION V

The Undersigned, being at least two-thirds of the owners of Brownswood Estates Subdivision, Section 5, a subdivision in Brownsburg, Hendricks County, Indiana, recorded August 24, 1995 in Plat Cabinet 3, Slide 84 pages 1 and 2 in the office of the Recorder of Hendricks County, Indiana, do hereby amend the restrictive covenants of said subdivision which covenants were recorded August 24, 1995 in Miscellaneous Record 149 page 124 as follows:

- 15. **FENCING.** No chain link fencing, other than vinyl chain link fencing, shall be allowed on any lot. Wooden fencing, maximum of 5 feet tall, may be used with approval from the Building Committee prior to construction.

All other terms and conditions of the original covenants remain in full force and effect without change.

SO AMENDED this ___ day of _____, 1997.

John Bedrit
Owner, Lot No. 171

Owner, Lot No. _____

Mark A. Swally
Owner, Lot No. 189

Owner, Lot No. _____

Sam E. Hendricks
Owner, Lot No. 178

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

Owner, Lot No. _____

STATE OF INDIANA

)

COUNTY OF HENDRICKS

) SS:

)

Subscribed and sworn before me, a Notary Public, in and for said County and State, this 17th day of December 1997.

Donna L. Bunnell
Notary Public - Signature

Donna L. Bunnell
Notary Public - Printed Name

Resident of Morgan County



This instrument prepared by Ben Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, IN 46122 (317) 745-4300.



* 201116777 9 *
HENDRICKS COUNTY RECORDER
08/04/2011 09:31:51AM

**AMENDED AND RESTATED RESTRICTIVE COVENANTS
FOR BROWNSWOOD ESTATES SECTION V**

These Amended and Restated Restrictive Covenants made effective as of the 27th day of June, 2011, by Brownswood Estates Section V Homeowner's Association, Inc, an Indiana nonprofit corporation ("Association") are provided for the owners of certain residential real estate and do hereby restrict and covenant the use of that real estate by the owners thereof as set forth herein.

WITNESSETH:

WHEREAS, Timber Park Development Corp., the developer of Brownswood Estates Section V, developed the real estate known and platted as Brownswood Estates Section V, which real estate has been subdivided and sold to various individual Owners over a period of time and is commonly known as Brownswood Estates Section V, a single family housing development in Hendricks County, Indiana, (the "Development"); and

WHEREAS, the developer had executed and recorded covenants in the Office of the Recorder of Hendricks County as follows: "Brownswood Estates Section V Covenants" recorded August 24, 1995, in Book 149, Pages 124-131 (referred to as "Prior Covenants"); and

WHEREAS, said Prior Covenants almost exclusively reference the developer, and control by the developer, but failed to adequately provide for the ongoing control, enforcement and other administration of the Development for the benefit of the Owners collectively which caused difficulty in enforcement and governing by the Association; and

WHEREAS, the Prior Covenants both contain provisions for amendment and changes; and

WHEREAS, pursuant to the approval received from over two-thirds of the Owners of property in the Development as evidenced by the signatures on the appropriate amendment approval form, the Prior Covenants were amended and restated as necessary to produce the following Restrictive Covenants governing the entire Development:

NOW, THEREFORE, Association hereby declares that all of the platted lots and lands constituting a part of the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to these Restrictions, all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Development as a whole and each of the lots situated therein. All of these Restrictions shall run with the land and shall be binding upon the current Owners, and any parties having or acquiring any right, title, or interest, legal or equitable, in and to the real property or any part or

943

parts thereof which are subject to the Restrictions, and shall inure to the benefit of the Association, the Owners, and any successors thereto.

Covenants

1. **LAND USE.** Lots may be used only for residential purposes. Only one single-family dwelling with a private garage and other such accessory buildings as are usual and incidental to the use of a residential lot may be constructed on any lot. No portion of any lot may be sold or re-subdivided such that there will be a greater number of uses thereon than the number of the original lots platted hereon. All garages must be attached garages.
2. **BUILDING CONTROL.** Prior to construction of any structure upon a lot, the building plans therefore, including plot plans, exterior plans, roof plans, elevation plans, specifications plans for landscaping and any other data or information which may be requested, must be submitted to the Building Committee for its approval or disapproval; said approval to be evidenced by a written instrument executed by a majority of the Building Committee and delivered to the person or persons requesting such approval.
3. **BUILDING COMMITTEE.** The Building Committee consists of the current Board of Directors of the Association from time to time and one additional Development lot owner chosen by the unanimous vote of the Association Directors then serving. When ever there is a change in the Association Directors, the status of the non-officer serving on the committee shall be reconfirmed by the Association Directors. A majority of the members of the Building Committee constitute a quorum of the transaction of business and the decision of a majority is controlling and final. The Building Committee is authorized to determine whether the location of the proposed structures, and the plans and specifications show conformity and harmony of location and the external design with existing structures, and whether the building and property setback lines are in conformity with applicable plat requirements. It shall also undertake such other duties and responsibilities as are assigned to it herein. No charge will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of 30 days after submission, the Building Committee is deemed to have approved such plans.
4. **ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**
 - A. **Association.** Association shall mean and refer to Brownswood Estates, Section V Homeowners Association, its successors and assigns.
 - B. **Board of Directors.** Board of Directors shall mean and refer to the Board of Directors of the Association. 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.

- C. **Common Area.** Common Area shall mean and refer to any and all real estate and facilities and all personal property leased or owned by the Association for the benefit, use and enjoyment of its members, including any areas denominated as "Common Area" on the Plat.
- D. **Owners.** The owner(s) of each lot which is subject to assessment shall be a single (one vote per lot) Owner for purposes of voting on Association matters and shall be appurtenant to and may not be separated from ownership of any lot.
- E. **Creation of the Lien and Personal Obligation of Assessments.** Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges; and (2) special assessments for capital improvements and operating deficits, such assessments to be established and collected as hereinafter provided. The regular assessments 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 and shall also be a lien against the lot for which is assessed. The lien for delinquent assessments shall pass to any successors in title.
- F. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Development and for the improvement and maintenance of the Common Area and other areas of the Development and other purposes as specifically provided herein.
- G. **Maximum Regular Assessments.**
 - (1) The maximum regular assessment may be increased from the prior year's assessment effective January 1 of each year without a vote of the membership by the greater of 15% or the increase, if any, of the Consumer Price Index for all urban consumers ("CPI-U") as published by the Bureau of Labor Statistics (or other comparable index in the event the CPI_U shall be discontinued) for the preceding month of September as compared to said price index twelve (12) months prior thereto.

- (2) Any proposed increase in the assessment greater than that provided in (4. G.1) above, requires the approval by a vote of a majority of the Members who are voting in person or by proxy, at a meeting duly called by this purpose
- (3) The Board of Directors without a meeting may fix the regular assessments at an amount not in excess of the maximum and may determine whether the regular assessment shall be paid annually or monthly.
- (4) A portion of such regular assessments shall be set aside or otherwise be allocated in a reserve fund for the purpose of providing repair and replacement of the Common Areas or of any capital improvement which the Association is required to maintain.

H. Special Assessments for Capital Improvements and Operating Deficits. In addition to the regular assessments authorized in 4.G 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 assessment shall have the approval of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

I. Notice and Quorum for Any Meeting Concerning Assessments
Written notice of any meeting called for the purpose of assessments shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the meeting called for assessments, the presence of members or of proxies entitled to cast 30% of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the same of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

J. Uniform Rate of Assessment. Both Regular Assessments and special assessments for Common Area expenses, Common Area capital improvements and operating deficits must be fixed at a uniform rate for all lots and may be collected on an annual or monthly basis.

K. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) 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, including attorney fees, as hereinafter provided, a continuing lien on such lot, binding upon the then Owner, his heirs, devisees, successors and assigns, as set forth in Paragraph 4. E above. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment 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 attorney fees and 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. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

- L. Non-Subordination of the Lien to Mortgages.** The Lien of the assessments provided for herein shall not be subordinate to the lien of any first mortgage which is incurred after any such assessment lien is in place. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from the lien liability for any assessments which has become a lien, including any costs or other fees incurred therein, or for any assessment thereafter becoming due or from the lien thereof.
- M. Limitation of Assessment Rights and Uses.** Without the written consent of at least two thirds of the Owners, no assessment may be raised or used, nor may the assessment process, either for regular or special assessments be used to satisfy any judgment which may be obtained against the Association.
- 5. DWELLING SIZE.** No residence may be constructed on any lot unless such residence, exclusive of open porches, attached garages, and basements, shall have a ground level floor living area of 1,500 square feet and two story dwellings shall have a 900 square foot minimum for the ground level floor living area and a combined minimum of 1800 square feet for living area, or the square footage required by any local building ordinances which may be applicable, which ever is greater.
- 6. TEMPORARY STRUCTURES.** No trailer, shack, tent, boat, basement, garage or other out-building may be used at anytime as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.
- 7. BUILDING LOCATION AND GRADE LINE ELEVATION.** No building may be erected between the building lines shown on the plat and the property line; no structure or part thereof may be built or erected nearer than 10 feet to any yard line. A grade line elevation, shown on the recorded plat, is hereby established as a minimum grade line for each lot and no improvements may be constructed below the minimum grade line for each to show on the plat without the written consent of the Building Committee. Before building commences, said

grade line shall be physically checked on the lot and certified by a licensed professional engineer or a licensed land surveyor.

8. **BUILDING EXTERIOR.** All Buildings must have a masonry exterior (brick or stone) on the ground floor level of the building. No vinyl or aluminum siding shall be used on the remainder of the exterior. All materials other than masonry for aesthetic or architectural reasons shall be approved by Building Committee prior to construction or any remodeling.
9. **SIDEWALKS.** Concrete sidewalks with a minimum of four (4) feet shall be Constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling. Lot Owners shall keep sidewalks, and that portion of any sidewalk which also serves at their driveway on their respective lots cleared of debris, snow, or overgrowth of grass or other vegetation, and obstructions either permanent or temporary such as basketball goals, other sport equipment, or landscaping and building materials.
10. **EASEMENT FOR DRAINAGE, SEWERS AND UTILITIES.** Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot Owners, public utility companies, and governmental agencies as follows: (A) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, whether overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and /or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstance shall said easement be blocked in any manner by the construction nor reconstruction of any improvement, nor shall any grading restrict, in any manner the water flow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the adjacent Owners whose lots may be impacted by such drainage. Said easements are for the mutual use and benefits of the Owners of all lots in the addition. (B) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are a part of said system. Each Owner of a lot must connect with any public sanitary sewer available. (C) Utility Easement (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, pokes, lines and wires, as well as for all uses specified in the case of sewer easements. All such easements mentioned therein include the right of responsible ingress and egress for the exercise of the other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement.

11. **DRIVEWAYS.** All driveways shall be paved simultaneously with construction of the dwelling and the type of construction and materials must be first approved by the Building Committee.
12. **VEHICLE PARKING.** No camper, motor home, truck (other than pickup), trailer or boat may be stored on any lot in open public view.
13. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder or business to advertise the property during construction, renovation, and sale. Signs for political candidates or issues may be posted, but no more than 30 days before the election in question, and the same must be removed within 4 days following the election. Political position or issue signs not connected to election candidate or issue shall not be permitted.
14. **FENCING.** No chain link fencing, shall be allowed on any lot. Wooden fencing or other fencing material, maximum of 5 feet tall, may be used with approval from the Building Committee prior to construction.
15. **VEGETATION.** Owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from unsightly growth at all times. Failure to comply after notice from the Association shall be shall entitle the Association to contract to have the matter remedied with the cost thereof to be collected pursuant to 4.B of these Covenants.
16. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.
17. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage, or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary and removed from the curb or street area within 24 hours after the collection of the garbage therefrom by any trash collection company..
18. **STORAGE TANKS.** Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.
19. **ANTENNAS.** No antenna or satellite dish may be attached to the front of the Owners' house.

20. **PETS AND OTHER ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other typical household pets not requiring any special license or permit, may be kept provided that they are not kept, bred, or maintained for commercial purpose. The owners of such permitted pets shall confine them to their own respective lots such that they do not freely roam onto other lots or public right of ways. In no circumstance may the number of such pets exceed that number which would require licensing or other zoning variances.
21. **OUTBUILDINGS.** No outbuildings are allowed unless first approved by the Building Committee. Any such outbuildings shall be constructed of materials to compliment and blend with dwelling and adjacent properties. Any accessory or outbuilding shall not exceed 200 square feet, and shall further be subordinate in size related to the dwelling and the lot. All such outbuildings must be located in the rear yard of any lot.
22. **SWIMMING POOLS.** No above ground swimming pools are allowed.
23. No fence, wall, hedge, or shrub planting which obstructs sight lines at Elevations between 2 and 5 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of said street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line.
24. **ENFORCEMENT.** The right of enforcement of each of the foregoing restrictions by injunction together with the right to cause the removal by due process of law for structures erected or maintained in violation thereof, is reserved to the Association Board of Directors, or an individual Owner of a lots in the subdivision, their heirs and assigns. If required to bring an action to enforce the terms herein, the successful party in any such enforcement action shall be entitled to attorney's fees and the costs of such action.
25. **SEVERABILITY.** Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.
26. **GENERAL PROVISIONS.** The foregoing restrictions may be amended at

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any time by the Board of Directors with the written approval by a majority of the Owners.

IN WITNESS WHEREOF, the Association has caused this Amendment and Restatement to be executed this 27th day of Jan, 2011.

Brownswood Estates Section V Homeowners Association, Inc.

by: Judith K. Wilkerson by: Michael Curtis
Judith K. Wilkerson, President Michael Curtis, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said State and County personally Judith Wilkerson and Michael Curtis whose signatures are provided above, who first being sworn upon their oath acknowledge execution of the foregoing document. Witness my hand and Notarial Seal this 27th day of Jan, 2011.

Mark O'Hara

Commission 11-3-2011 Hendricks County, Residence Brownsburg, Indiana
Notary Public
STATE OF INDIANA
My Comm Expires November 22, 2015

This Document prepared by Mark O'Hara, 515 N. Green Street, Brownsburg, Indiana 46112

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.
Mark O'Hara