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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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OF

BRENTWOOD SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Brentwood Subdivision ("Declaration"), made this 20th day of December, 1994, by Brentwood, Inc., John B. Urbahn, President (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS the following facts are true:

A. Declarant is the owner of certain real estate located in Johnson County, Indiana, more particularly described in the attached Exhibit "A" ("Initial Real Estate"); and

B. Declarant intends to subdivide the Initial Real Estate into 61 residential lots as generally shown on the plat for Brentwood Subdivision Section One as hereinafter recorded in the Office of the Recorder of Johnson County, Indiana.

C. Declarant intends to sell and convey the residential Lots within Brentwood and desires to subject the Initial Real Estate to certain terms, covenants, conditions and restrictions in order to ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Initial Real Estate; and

D. Declarant desires to provide for maintenance of the Drainage System, Common Area and Common Amenities which benefit Brentwood Subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of the Drainage System, Common Area and Common Amenities;

E. Declarant has or will incorporate under the laws of Indiana a non-profit corporation known as Brentwood Owners' Association, Inc. to provide an agency for which may be delegated and assigned the powers of owning, maintaining and administering the Drainage System, Common Area and Common Amenities, enforcing these Restrictions, collecting and disbursing the Assessments and other charges hereinafter created, and promoting the health, safety and welfare of the Owners of the Lots.

F. Declarant may from time to time subject additional real estate located within tracts adjacent to the Initial Real Estate, such additional real estate being more particularly described in Exhibit "B" attached hereto and made a part hereof, to the provisions of this Declaration (the Initial Real Estate, together within any such additions, as and when the same become subject to the provisions of this Declaration as herein provided, are hereinafter referred to as the "Real Estate").

G. Trinity Homes, Inc., an Indiana Corporation, is a title holder to a portion of the Real Estate and as such, consents to these Declarations.

NOW, THEREFORE, Declarant hereby declares that all of the Lots and lands in Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following terms, covenants, conditions and restrictions. All of the terms, covenants, conditions and restrictions shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall

inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

1 GENERAL PURPOSE OF COVENANTS

The Real Estate is hereby subjected to the covenants, conditions and restrictions ("Restrictions") herein to ensure and provide for adequate and proper maintenance of the Drainage System, Common Area and Common Amenities in or serving Brentwood so as to meet the requirements of certain governmental agencies, all for the purpose of benefiting all Lots within Brentwood and to ensure the maintenance of the Drainage System, Common Area and Common Amenities.

2 DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Section 2:

2.1 **Additional Real Estate.** "Additional Real Estate" means the land described in Exhibit "B" and any land adjacent thereto subsequently acquired by Declarant.

2.2 **Architectural Control Committee.** The Architectural Control Committee, or "ACC", means the Architectural Control Committee for Brentwood to be appointed in accordance with this Declaration.

2.3 **Assessment.** "Assessment" means the share of the Maintenance Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of this Declaration.

2.4 **Association.** "Association" means Brentwood Home Owners' Association, Inc., a nonprofit Indiana Corporation, formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration.

2.5 **Board of Directors.** "Board of Directors" means the Board of Directors of the Association elected pursuant to the Articles and Bylaws of the Association.

2.6 **Brentwood.** The term "Brentwood" means all sections of the Real Estate as platted and recorded by Declarant in accordance with the provisions of this Declaration.

2.7 **Declarant.** "Declarant" means Brentwood, Inc. or any other person, firm, corporation or partnership which succeeds to the interest of John B. Urbahn as developer of Brentwood.

2.8 **Common Amenities.** "Common Amenities" shall mean any landscaping, decorative signage, lighting or other such common amenities provided by the Association within the Streets, Basements or Lakes Areas.

2.9 **Common Area.** "Common Area" shall mean those areas shown as Common Area on the Plat or Plats of Brentwood.

2.10 **Restrictions.** "Restrictions" means those covenants, conditions and restrictions affecting the Real Estate as established by Declarant in this Declaration.

2.11 **Drainage System.** "Drainage System" means the open ditches, swales, storm sewers, subsurface drainage tiles, pipes and structures, and other structures, fixtures, properties, equipment and facilities or other such

drainage improvements located in, upon, or under the Easements, Streets, Lakes, Lake Area or Common Area and all appurtenances thereto relating to the purpose of controlling the drainage of surface and subsurface waters from, over, and across Brentwood.

2.12 Easements. "Easements" mean to those areas reserved as easements, including those shown as "Offsite" easements, on the Plat or Plats of Brentwood.

2.13 Initial Real Estate. "Initial Real Estate" means the land described in Exhibit "A".

2.14 Lake. "Lake" means the lakes created by storm water retention within the Lake Area.

2.15 Lake Areas. "Lake Area" means those areas reserved as Drainage and Utility easements and indicated to have Lakes within them, on the Plat or Plats of Brentwood.

2.16 Lake Lot Owners. "Lake Lot Owners" means the Owners of Lots which abut Lake Area as shown on the Plat or Plats of Brentwood.

2.17 Lot. "Lot" means any of the separate parcels numbered and identified on the Plat or Plats of Brentwood, as the same may be recorded from time to time.

2.18 Maintenance Expense. "Maintenance Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of the Drainage System, Common Area and Common Amenities and any other cost or expense incurred by the Association for the benefit and perpetuation of the Drainage System, Common Area and Common Amenities.

2.19 Mortgagee. The term "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

2.20 Owner. "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

2.21 Plat. "Plat" means the final Plat or Plats of Brentwood as the same may be recorded from time to time in the Office of the Recorder of Johnson County, Indiana.

2.22 Real Estate. "Real Estate" means the Initial Real Estate, together with such additional parcels of the Additional Real Estate subjected by the Declarant to this Declaration by written instrument recorded in the office of the Recorder of Marion County, Indiana.

2.23 Streets. "Streets" means all of the public and private roadways to the respective right-of-way lines thereof, as shown on the Plat or Plats of Brentwood, as the same may be recorded from time to time, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots.

3 GENERAL RESTRICTIONS

3.1 Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Owner shall maintain their Lot and

improvements situated thereon in a manner so as to prevent the Lot or improvements from becoming unsightly, and specifically, Owner shall:

(a) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Grass allowed to grow to a height in excess of six inches (6") shall be deemed unsightly.

(b) Cut down and remove dead trees.

(c) Keep the exterior of all improvements in such state of repair or maintenance so as to avoid their becoming unsightly.

(d) Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of the Lot and/or Brentwood.

Failure to comply shall warrant the Declarant, authorized agents of Johnson County or the Association to cut the growth or weeds, or clear the refuse from the Lot at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof.

3.2 Residential Purpose. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any Lot other than a dwelling not to exceed two (2) stories in height. A dwelling shall have an attached garage of a size to accommodate at least two (2) cars. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Johnson County, Indiana.

3.3 Setbacks. Building setback lines and are as depicted in and on the Plat. No building shall be located on any lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Plat. The minimum side yard set back shall be seven (7') and minimum aggregate of the side yards on any Lot shall be eighteen feet (18'). The minimum rear yard setback shall be 20 feet (20'). For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

3.4 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat.

3.4.1 Utility Easement. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), and governmental agencies for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wire, cables, and other equipment and facilities for the furnishing of utility services, including cable television services.

3.4.2 Drainage Easement. The Drainage Easements are hereby created and reserved, (i) for the use of the Developer during the development of the Subdivision for access to and for the installation, repair and removal of a Drainage System and, either by surface drainage or appropriate underground installations, for the ABCC Real Estate and adjoining property and (ii) for the HOA for access to maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in this Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded.

3.4.3 Sanitary Sewer Easement. The Sanitary Sewer Easements are hereby created and reserved, (i) for the use of the Developer during the development of the Subdivision for access to and for the installation,

repair and removal of a sanitary sewer system for the AECC Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such sanitary sewer system.

3.4.4 Construction, Earth-Moving, Excavation. No significant construction, earth-moving, or excavating work of any nature may be conducted by Owner within the Basements.

3.5 Unoperative Parked Vehicles. At no time shall any unlicensed, unoperative vehicle be permitted on any Lot, Street or Easement (unless kept entirely within a garage).

3.6 Trucks, Boats, Recreational Vehicles. No semi-truck, trailer, boat or trailer, mobile home, or recreational vehicle, or any similar equipment shall be permitted to be kept on any Lot, Street or Easement (unless kept entirely within a garage).

3.7 Nuisances. No noxious, obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This provision may be construed to prohibit extremely audible music or activities.

3.8 Outdoor Storage. No large volume of materials or supplies, large machinery or equipment shall be permitted to be kept or stored on any Lot except within the dwelling.

3.9 Drainage Ditches. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces.

Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, authorized agents of the HOA may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

3.10 Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally manufactured sign of not more than five square feet advertising the property for sale or rent, except Declarant may permit larger signs during the sale and development of this subdivision.

3.11 Childcare Services. No pre-school, babysitting business or such childcare services for more than six (6) children shall be allowed to operate upon any Lot.

3.12 Mining Operations. No oil drilling, oil development operation, oil refining quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.13 Animals. 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 bred, kept or maintained for any commercial use and are housed within the dwelling.

3.14 Rubbish, Trash And Garbage. Rubbish, trash, garbage or any other waste shall not be allowed to be compiled, accumulated or dumped on any Lot. Garbage and trash shall be kept in appropriate containers which are not visible from the street, except on collection day. All home construction sites shall be kept free of any unnecessary trash and equipment and in a clean and orderly fashion.

3.15 Corner Lot. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and one-half (2.5) and ten (10) feet above the centerline grades of the intersecting streets shall be placed or permitted on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points thirty-five (35) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersections of the street right-of-way lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

3.16 Field Tiles. Any field tile or underground drain which is on any Lot must be allowed to perpetuate and all owners of the Lots in this Subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

3.17 Minimum Living Space. The minimum square footage of living space of dwellings within Brentwood, exclusive of porches, garages or basements shall be no less than:

- (a) One thousand four hundred (1,400) square feet for single story dwellings; and
- (b) Nine Hundred (900) square feet for the ground floor of two-story dwellings.

3.18 Outbuildings. No detached garages, sheds, barns, shacks or tents shall be maintained on any Lot. Storage buildings may be approved by the Architectural Control Committee with strict adherence to the Architectural Control Committee standards, specifications and requirements which shall include, but not be limited to the requirement that the roof and siding and or trim color schemes match the dwelling on the Lot.

3.19 No Temporary Structures. No trailer, shack, tent, boat, basement, garage, or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residential building on the property, which temporary construction shall be promptly removed upon completion of construction of the building.

3.20 Driveways And Carports. All driveways must be paved with concrete, asphalt or other all-weather surface excluding gravel. No parking shall be permitted on a lot other than the existing driveway. No carports are permitted.

3.21 Communication Devices. Satellite dishes of a size greater than 20 inches, free standing antennas, or any other such visible communication receiving or transmitting devices are prohibited, excepting antennas attached to the dwelling which do not rise above the peak of the roof.

3.22 Wells And Septic Tanks. No water wells shall be drilled on any Lot. Septic tanks are prohibited.

3.23 Swimming Pools. Above-ground swimming pools are prohibited. The ACC shall determine whether or not a pool shall be defined as "above ground".

3.24 Fences, Walls, Barriers. All fences, walls, barriers or like structures must be approved in writing by the Architectural Control Committee prior to their construction. No such structures shall exceed eight feet (8') in height. No such structure shall be placed closer to the front Lot line than the front building setback line.

3.25 Structures. No decorative structure, statue, or other structure may be placed on the Lot closer to the front Lot line than the front building setback line.

3.26 Ownership, Use, and Enjoyment of Common Area: Any Common Area depicted on the recorded plat of the Subdivision shall remain private, and neither the Declarant's execution of recording of the plats nor the doing of any other act by the Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the Common Area.

4 LAKE AREAS.

- 4.1 Lake Drainage Easement. The Association shall have a permanent easement over, across and under all Lake Area(s) and the Common Area for the purpose of improving, altering, maintaining, dredging, regrading, reconstructing and/or repairing the Lake Area(s) and/or Common Area, and all facilities, improvements and appurtenances thereto, as may be necessary for the Lake Areas to properly function, serve and provide its intended storm water retention and related or drainage benefits to Brentwood, ("Drainage Easement").
- 4.2 No Recreational Lake Use. Recreational use of the Lake Areas shall be prohibited.
- 4.3 Board of Managers. Upon the Declarant relinquishing control of the Association pursuant to this Declaration, the Lake Lot Owners shall form an association in which each Lake Lot Owner shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than nine members. Thereafter, on the first Saturday in March of each calendar year, the voting Lake Lot Owners shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.
- 4.4 Rules and Regulations. The Declarant, and subsequent Declarant relinquishing control of the Association; the Lake Lot Owners shall specifically adopt rules and regulations relating to landscaping, tiering, terracing, seawalls or other shoreline protection or decoration, docks, lighting and other such water and shoreline structures or facilities. No such structures or facilities shall be installed, placed or constructed without the prior approval of detailed plans submitted to the Declarant or the Board of Managers upon its formulation as provided above. The Board of Managers shall in no case approve any facilities or structures which in any way negatively affect the drainage functions of the lake or the Drainage Easement rights held by the Association.
- 4.5 Non-Liability of Board of Managers. Neither the Declarant nor the Board of Managers shall not be held as an entity, collectively, individually or personally liable in the discharge of its/his/their official duties.
- 4.6 Non-Disturbance of Lake Areas and Common Area. Lake Lot Owner or third party shall do or permit to be done any action or activity which could result in pollution of the Lake Area, diversion of water, change in elevation of lake level, earth disturbance resulting in silting, or any conduct which could result in an adverse affect upon drainage of the subdivision, proper Lake Area management, or water quality.
- 4.7 Enforcement of Lake Area Rules. The Declarant, and subsequent Declarant relinquishing control of the Association, the Board of Managers, in behalf of all Lake Lot Owners, or any individual Lake Lot Owner, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of, or violation of, any properly promulgated, rules and regulations or damage caused to the Lake Area, recreational or aesthetic improvements together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

5 BRENTWOOD ARCHITECTURAL CONTROL COMMITTEE

5.1 Appointment Of Architectural Control Committee. The Board of Directors of the Association, or Declarant, so long as Declarant owns more than three (3) Lots and, shall appoint an Architectural Control Committee to be composed of three (3) members.

5.2 Construction Approvals. No construction of any building or structure of any kind, including additions, alterations, fences, screens and walls shall begin within Brentwood until the plans and specifications, locations and plot plan thereof, in detail and to scale have been submitted to and approved by the Architectural Control Committee. The plans and specifications of and location of all construction shall be in compliance with all applicable regulatory codes, including those relating to building, plumbing, and electrical requirements, and shall also comply to all zoning covenants and restrictions which are applicable to the Real Estate. Refusal of approval of plans and specifications, location and plot plan by Architectural Control Committee may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. Neither Declarant or the Architectural Control Committee shall be responsible for any defects in such plans or specifications, or in any building or structure erected according to such plans and specifications.

The plans and specifications submitted to the ACC shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Architectural Control Committee. The required landscaping and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of BRENTWOOD area shall be the proper concern of the ACC.

5.3 Duties of Committee. The Committee shall approve or disapprove proposed improvements within fourteen (14) days after all required information shall have been submitted to it. [insert "K"] One copy of submitted material shall be retained by the ACC for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons. Neither the ACC members nor the designated representatives shall be entitled to compensation for services performed pursuant to this Declaration.

5.4 Duties of the AECC. In the event that said written approval is not received from the AECC within fourteen (14) days from the date of submission, it shall be deemed that the AECC had approved the presented plan.

5.4.1 Liability of Committee. Neither the Committee nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

5.5 Inspection. The ACC or its agent may inspect work being performed to assure compliance with the approved plans and this Declaration.

6 RESTRICTIONS FOR MAINTENANCE ASSESSMENTS

6.1 Purpose of the Assessments. The Assessments levied by the Association shall be used for the purpose of maintenance of the Drainage System, Common Area and Common Amenities serving Brentwood, as the same may be platted from time to time, including, but not limited to, the payment of any necessary insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Drainage System, Common Area and Common Amenities provided that the Association shall not be responsible for the replacement, repair or maintenance of any part of the Drainage System, Common Area and Common Amenities which is or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

6.1.1 A pro-rata share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.

6.1.2 A pro-rata share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

6.2 Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

6.3 Pro-rata Share. The pro-rata share of each Owner for purposes of this section shall be the percentage obtained by dividing one by the total number of Lots shown on the Plat or Plats of Brentwood, as the same may be recorded from time to time ("Pro-Rata Share").

6.4 Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Maintenance Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each fiscal year of the Association.

6.5 Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Maintenance Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special Assessments as it may deem necessary for meeting the Maintenance Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Maintenance Expense not provided for by the annual Assessments.

6.6 Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments provided for herein shall commence as to all Lots in Brentwood on the first day of the month following the Declarant's transfer of control of the Association to the Owners pursuant to Section 10.15 below. Declarant shall not be obligated to pay any assessments prior to said transfer, but shall be obligated to pay all maintenance expenses prior to said transfer. The first annual Assessment for each Lot shall be prorated for the balance of the fiscal year of the Association in which such Assessment is made. The annual Assessment for each year after the first Assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

6.7 Duties of the Association.

6.7.1 The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner for duty authorized representative of any Owner) at all reasonable times during regular business hours of the Association.

The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

6.7.2 The Association shall promptly furnish to any Owner or Mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or Mortgagee's Lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

6.7.3 The Association shall notify any Mortgagee from which it has received a written request for notice of any default in the performance by any Owner of any obligation under the By-Laws of the Association or this Declaration which is not cured within sixty (60) days.

6.8 Non-payment of Assessments; Remedies of Association.

6.8.1 If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

6.8.2 If any Assessment upon any Lot is not paid within fifteen (15) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at the annual interest rate allowable on judgments rendered in the State of Indiana at the time such Assessment is due, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

6.9 Adjustments. In the event that the amounts actually expended by the Association for Maintenance Expenses in any fiscal year exceed the amounts budgeted and assessed for Maintenance Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Maintenance Expenses in any fiscal year exceed the amount actually expended by the Association for Maintenance Expenses for that fiscal year, a Pro-Rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

7 Declarant's/Association's Right To Guarantee Compliance

7.1 In the event the Owner of any Lot in Brentwood shall fail to maintain that Lot or any of its improvements situated therein in accordance with the provisions of these Restrictions, the Association, or prior to the Association's incorporation, the Declarant, shall have the right, but not the obligation, by and through its agents and employees or contractors to enter upon said Lot, perform such acts as may be reasonably necessary to make such Lot and improvements thereon, if any, conform to the requirements of these Restrictions. The cost thereof to the

Association or Declarant shall be collected in any reasonable manner from Owner. Neither Association/Declarant nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder at the time dwellings are constructed upon.

8 ORGANIZATION AND DUTIES OF ASSOCIATION

8.1 Organization of Association. The Declarant shall establish the Association to be organized as a mutual benefit and nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with The Articles of Incorporation which have been filed or will be filed by Declarant.

8.2 Membership. The members of the Association shall consist of the Declarant and the Owners of Lots in Brentwood as the same may be platted from time to time, provided that, in the event that any one Lot shall be owned by more than one person, partnership, trust, corporation or other entity, they shall be treated collectively as one member for voting purposes.

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 first Board of Directors during their respective terms, who shall have no voting rights. 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, 2002.

8.3 Board Of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association By-Laws. The Board of Directors shall manage the affairs of the Association.

8.4 General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual Owners in all matters pertaining to the maintenance, repair and replacement, of the Drainage System, Common Area and Common Amenities, the determination of Maintenance Expenses, the collection of annual and special Assessments, for the perpetuation of the Drainage System, Common Area and Common Amenities and common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the Restrictions contained in this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color or authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

8.5 Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least two-thirds of the Lots and the Mortgagees of at least two-thirds of the Mortgagees requesting notice of such actions provided, however, that

any such amendment of this Declaration shall not bring about any inequitable Assessments on any particular Owner(s). Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Johnson County. No such amendment shall substantially alter the Drainage System, Common Area and Common Amenities or effect a modification of any covenants or commitments undertaken in connection with any platting approvals or zoning without the prior approval of the appropriate government authorities.

8.6 Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury with the amount of such coverage in no event to be less than One Million Dollars (\$1,000,000.00) for any single occurrence, occurring on or in connection with the Drainage System, Common Area and Common Amenities. The Association shall also maintain in force adequate casualty and extended coverage insurance, insuring the Drainage System, Common Area and Common Amenities against casualty, vandalism and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full replacement value of such Drainage System, Common Area and Common Amenities improvements. The Association shall notify all Mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Declarant, any property manager, their respective employees and agents, the Lot Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties.

The Association shall maintain a fidelity bond indemnifying the Association, the Board of Directors and the Lot Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of three (3) months' Assessments on all Lots in Brentwood, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all Mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

8.7 Condemnation; Destruction. In the event that any of the Drainage System, Common Area and Common Amenities shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any part of the Drainage System, Common Area and Common Amenities condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Drainage System, Common Area and Common Amenities or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Drainage System, Common Area and Common Amenities; provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owner(s) behalf, and shall turn any recoveries for such Owners over to such Owners directly. The Association shall notify all Mortgagees of which

it has notice of any condemnation, damage, or destruction of any part of the Drainage System, Common Area and Common Amenities.

8.8 Mortgagees' Rights. The mortgagees shall have the right, at their option, jointly or severally, to pay charges which are in default or which may or have become a charge against the Drainage System, Common Area and Common Amenities, to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Drainage System, Common Area and Common Amenities, and Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

9 EXPANSION OF SUBDIVISION

9.1 Method and Scope of Expansion. Declarant, at its option, and from time to time, may expand Brentwood to include all or any parts of the Additional Real Estate described in the attached Exhibit B, by the addition of further sections consisting of one or more Lots and any Common Area, drainage facilities and/or other such common amenities which in the discretion of Declarant is appropriate for addition with such section. Such further sections, if added, shall be added by the recordation of a Plat of such section, consistent in detail and layout with Plat of sections previously recorded, and by the recordation of a supplemental declaration imposing upon such sections the terms and conditions of this Declaration, together with any provisions particular to such section. Declarant hereby covenants that the total number of Lots in Brentwood shall not exceed One Hundred Ninety-five (195) and that no real estate shall be added thereto which is not within that described in Exhibit B.

9.2 Time for Expansion. No additional sections shall be added after the date which is fifteen (15) years after the date on which the first Plat for Brentwood was recorded.

10 GENERAL PROVISIONS

10.1 Restrictions Run With the Land. The Restrictions created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

10.2 Scope of Restrictions. Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the Restrictions contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the Restrictions contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

10.3 Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of this Declaration, or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

10.4 Violation. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by Developer, any person or entity having any rights, title or interest in the Real Estate (or any part thereof), or any person having any right, title or interest in a lot in the Subdivision and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or

restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunction relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

10.5 Enforcement. The governmental authority having jurisdiction shall have no rights, power, or authority to enforce any covenants, commitments, restrictions, or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of such authority.

10.6 Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such Covenant.

10.7 Rights of Mortgagees. Except to the extent otherwise provided herein, no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. Other provisions herein notwithstanding, neither the Owners nor the Association shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

10.8 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

10.9 Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

10.10 Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner, as listed in the roster of Owner's names and addresses referred to hereinabove; or (b) seventy-two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the said roster.

10.11 Deed Clause to Implement Declaration. Each Owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any Lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

"By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Restrictions For Brentwood Drainage System, Common Area and Common Amenities pertaining to the real estate hereby granted, which is recorded in the Office of the Recorder of Johnson County, Indiana", and properly identifying the instrument number therein. However, the failure to include such clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.

10.12 Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Restrictions contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

10.13 Reservations of Declarant. Other provisions herein notwithstanding, Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns at least three (3) Lots within Brentwood without the approval or consent of the Owners or Mortgagees of the Lots provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner.

10.14 Annexation Waiver. All Lot owners who subsequently tap into or are connected with the sewer system provided for Brentwood Subdivision, as described in the Plat, release their right to object, remonstrate or appeal against pending or future annexation by the City of Greenwood pursuant to a certain contract dated October 28, 1994 and recorded in the Johnson County Recorder's Office at Book 60, Page 167.

10.15 Transfer of Control of Owner's Association. Declarant shall transfer control of the Owner's Association to the Lot Owners no later than the earlier of (a) four months after three-fourths (3/4) of the Lots have been conveyed to Lot purchasers or (b) seven (7) years after the first Lot is conveyed.

In Witness Whereof, the Declarant has caused this Declaration to be executed on the date first above written.

BRENTWOOD, INC.
("DECLARANT")

CONSENT TO DECLARATION:
M/I SCHOTTENSTEIN HOMES, INC.
An Ohio Corporation

BY: John B. Urbahn
John B. Urbahn, President

CONSENT TO DECLARATION:
TRINITY HOMES, INC. An Indiana Corporation

BY: Ron Carter
Ron Carter, Authorized Representative

BY: Jim McKenzie, VICE-PRESIDENT
Jim McKenzie, Authorized Representative

STATE OF INDIANA)
COUNTY OF JOHNSON)

SS:

CHICAGO TITLE

Before me, a Notary Public in and for said County and State, personally appeared John B. Urbahn, on behalf of Brentwood, Inc., who acknowledged the execution of the foregoing, and who having been duly sworn upon his oath, stated that the representations therein contained are true.

My Commission Expires:

6-13-98

Linda L. Zickler
Notary Public LINDA L. ZICKLER
Resident of Johnson County, IN

STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Ron Carter, an authorized representative of M/I Schottenstein Homes, Inc. and Jim McKenzie, authorized representative, on behalf of Trinity Homes, Inc., who acknowledged the execution of the foregoing, and who having been duly sworn upon his oath, stated that the representations therein contained are true.

My Commission Expires:

6-13-98

Linda L. Zickler
Notary Public LINDA L. ZICKLER
Resident of Johnson County, IN

notariesbrentwoodindiana.com

This document prepared by:
Joe N. Van Valer, Attorney at Law
VAN VALER WILLIAMS & HEWITT
300 South Madison Ave., Suite 400 P.O. Box 405
Greenwood, Indiana 46142
(317) 888-1121



CHICAGO TITLE

BY-LAWS
OF
BRENTWOOD COMMUNITY ASSOCIATION, INC.

ARTICLE I
Association

Section 1.1. Association. Brentwood Community Association, Inc. ("Homeowners' Association") has been formed, as a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Indiana, and shall be the governing body for all of the Lot Owners (as defined in Section 9.1 hereof) for the maintenance, repair, replacement, administration and operation of the property owned, leased, managed or used by the Homeowners' Association and located in Brentwood ("Property"), located in Johnson County, Indiana. The Homeowners' Association shall not be deemed to be conducting a business of any kind, and all funds received by the Homeowners' Association shall be held and applied by it for the use and benefit of Lot Owners in accordance with the provisions contained herein. The Homeowners' Association has been established in conjunction with the filing of various Plats ("Plats") and Declarations of Covenants, Conditions and Restrictions ("Declarations") of Brentwood ("Development") as may be amended by Brentwood, Inc. ("Developer") filed at Book 68, page 164 in the office of the Recorder of Johnson County, Indiana which instruments are incorporated herein by reference and such additional Plats as may be filed in the future in conjunction with the development of Brentwood. Defined terms contained herein shall have the same meaning as those in the Plats and Declarations, unless otherwise stated herein.

ARTICLE II
Membership

Section 2.1. Membership. Each Owner of a Lot automatically upon becoming an Owner, shall be and become a member of the Association and shall remain a member of the Association so long as he or she owns the Lot.

Section 2.2. Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then have a Class A membership). Each Class A member shall be entitled to one (1) vote for each Lot owned by Owner.

(ii) Class B Member. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot owned. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is

hereinafter defined in paragraph 2.3).

Section 2.3. Applicable Date. As used herein, the term "Applicable Date" shall mean the date when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership, January 1, 2002, or such date as determined by Developer, whichever comes first.

Section 2.4. Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one person exercise a Lot's vote under Paragraph 2.2 (in the case of Class A membership). No Lot's vote shall be split.

Section 2.4. Voting Rights of Voting Members. Votes shall be exercisable in person or by proxy on each matter submitted to the membership for a vote at each meeting of the membership.

ARTICLE III Meetings of Members

Section 3.1. Quorum. Meetings of the Members shall be held at the Property or at such other place in Johnson County, Indiana, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Members having thirty percent (30%) of the total votes shall constitute a quorum. Unless otherwise expressly provided by law, the Articles of Incorporation or these By-Laws, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having majority of the total votes present at such meeting except as provided by law, the Articles of Incorporation or these By-laws.

Section 3.2. Initial and Annual Meetings. The initial meeting of the Members shall be held upon ten (10) days written notice given by the Board of Directors. Thereafter, there shall be an annual meeting of the Members the second Tuesday in August following such initial meeting, and during the second Tuesday in August of each succeeding year thereafter at 7:00 p.m., or at such other reasonable time or date as may be designated by written notice of the Board of Directors delivered to the Members.

Section 3.3. Special Meetings. Special meetings of the Members may be called by the president, by a majority of the Board of Directors, or by a petition in writing of at least one-half (1/2) of the voting Members of the Homeowners' Association.

Section 3.4. Notice of Meetings. Written notice stating the place, day and hour of any meeting of Members and, in the case of special meetings or when otherwise required by law, the purpose for which any such meeting is called, shall be delivered or mailed by the secretary of the Homeowners' Association to each voting Member of record, at such address as appears upon the records of the Homeowners' Association, and at least ten (10) days before the date of such meeting.

Section 3.5. Waiver of Notice. Notice of any meeting may be waived by any voting Member in writing filed with the secretary of the Homeowners' Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 3.6. Voting Rights. Each Member of the Homeowners' Association shall have the voting rights specified in the Articles of Incorporation.

Section 3.7. Voting by Proxy. A Member entitled to vote at any meeting of Members may vote either in person or by proxy executed in writing by the Member or a duly authorized attorney-in-fact of such Member. (For purposes of this section, a proxy granted by telegram or facsimile by a Member shall be deemed "executed in writing by the Member.")

Section 3.8. Voting List. The secretary or assistant secretary of the Homeowners' Association shall at all times keep at the principal office of the Homeowners' Association a complete and accurate list of all Members entitled to vote by the Articles of Incorporation. Such list may be inspected by any Member for any proper purpose at any reasonable time.

Section 3.9. Conduct of Meetings. Meetings of Members, including the order of business, shall be conducted in accordance with Roberts' Rules of Order, Revised, except insofar as the Articles of Incorporation, these By-Laws, or any rule adopted by the Board of Directors or Members may otherwise provide. The Members may, by unanimous consent, waive the requirements of this section, but such waiver shall not preclude any Member from invoking the requirements of this section at any subsequent meeting.

Section 3.10. Action of Consent. Any action required to be taken at a meeting of Members, or any action which may be taken at a meeting of Members, may be taken without a meeting but with the same effect as a unanimous vote at a meeting, if, prior to such action, a consent in writing, setting forth the action so taken, shall be signed by all Members entitled to vote with respect thereto, and such consent is filed with the minutes of the proceedings of the Members.

CHICAGO TITLE

ARTICLE IV Board of Directors

Section 4.1. Duties and Qualifications. The business and affairs of the Homeowners' Association shall be managed by the Board of Directors. Each Director shall be a Member or a person designated by a Member of the Homeowners' Association.

Section 4.2. Number and Election. The initial Board of Directors designated by the Developer shall consist of two (2) Directors who shall serve without compensation. Such initial Board shall serve for a period commencing on or as soon as possible thereafter the date the Articles of Incorporation are recorded and ending upon the qualification of the Directors elected at the initial meeting of voting Members held as provided in Section 3.2 hereof. Said initial Board may, on

behalf of the Developer, exercise the rights reserved in the Plats and Articles of Incorporation. At the initial meeting of voting Members held as provided in Section 3.2 hereof, the voting Members shall elect the Board which shall consist of two (2) Members. In all elections for Directors of the Board, each voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Directors elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting two (2) Board Directors shall be elected. The Board Directors elected at the annual meeting shall serve for a term of one (1) year or until their successors are duly elected and qualified. The voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may decrease the term of office of Board Directors at any annual or special meeting, provided that such number shall not be less than three (3) nor more than nine (9), that the terms of at least one-third (1/3) of the persons on the Board shall expire annually and that no Director nor officer of the Homeowners' Association shall be elected for a term of more than three (3) years, but that officers and Directors may succeed themselves. Directors shall receive no compensation for their services.

Section 4.3. Vacancies. Any vacancy among the Directors caused by death, resignation, removal or otherwise shall be filled by the remaining Directors. A Director chosen to fill a vacancy shall hold office until the expiration of the term of the Director causing the vacancy and until that Director or his successor shall be elected and qualified.

Section 4.4. Annual Meetings. Unless otherwise agreed upon, the Board of Directors shall meet immediately following the annual meeting of the Members, at the place where such meeting of Members was held, for the purpose of election of officers of the Homeowners' Association and consideration of any other business which may be brought before the meeting. No notice shall be necessary for the holding of such annual meeting.

Section 4.5. Other Meetings. Regular meetings of the Board of Directors may be held pursuant to a resolution of the Board to such effect. No notice shall be necessary for any regular meeting. Special meetings of the Board of Directors may be held upon the call of the president or of any two (2) Directors of the Board and upon forty-eight (48) hours' notice specifying the time, place and general purposes of the meeting, given to each Director either personally or by mail, telegram or telephone. Notice of a special meeting may be waived in writing or by telegram. Attendance at any special meeting shall constitute waiver of notice of such meeting.

Section 4.6. Meetings Open to Lot Owners. All meetings of the Board of Directors shall be open to attendance by any Member.

Section 4.7. Meetings May be Attended by Electronic Voice Communication. Any meeting of the Board of Directors may be attended by means of any form of electronic voice communication, provided that all Directors can simultaneously hear the proceedings and be heard by all the other Directors in attendance at the meeting. A quorum for the meeting so held shall be computed on the basis of all persons in voice contact with each other. Any meeting so held shall be a formal meeting of the Board of Directors for all purposes, and any business may be transacted at

such meeting that could be transacted if the Directors were assembled in physical proximity to each other.

Section 4.8. Quorum. A majority of the entire Board of Directors shall be necessary to constitute a quorum for the transaction of any business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Articles of Incorporation, or these By-Laws.

Section 4.9. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all Directors of the Board and such consent is filed with the minutes of proceedings of the Board of Directors.

Section 4.10. Committees. The president or the Board of Directors may from time to time create and appoint standing, advisory and special committees of Members and other appropriate individuals to undertake studies, make recommendations and carry on functions for the purpose of efficiently accomplishing the purposes of the Homeowners' Association.

Section 4.11. Removal of Director. Any Director may be removed from office at any time after the election of Directors at the initial meeting of voting Members pursuant to Section 3.2 hereof, by affirmative vote of the voting Members have at least two-thirds (2/3) of the votes of the Members in attendance by person or proxy, at any special meeting called for the purpose. A successor to fill the unexpired term of a Director removed may be elected by the voting Members at the same meeting or any subsequent meeting called for that purpose.

Section 4.12. General Powers and Duties of the Board. The powers and duties of the Board shall include but are not limited to the following:

(i) Maintenance of the Common Areas including any and all improvements thereon in good repair as the Association deems necessary or appropriate including streets, sidewalks and recreation areas. Maintenance of the Landscape and Mounding Easements may be performed by the Association but the Owners whose Lots are subject to such easements shall have the primary responsibility for such maintenance; provided, however, that maintenance of the Landscape and Mounding Easements adjoining 57th Street shall be the responsibility of the Association.

(ii) Installation and replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Areas as the Association deems necessary or appropriate.

(iii) Maintenance, repair and replacement of all private street signs.

(iv) Mowing of lawns located on any Lot which shall be considered part of the Common Areas for purposes of maintenance only. Owners shall be responsible for edging around fences, shrubs and bushes. Maintenance of lawns shall mean solely the mowing of grass and the care, fertilizing, trimming, removal and replacement of trees planted by the Developer. It shall not include the fertilizing or watering of lawns on Lots which shall be the responsibility of the Owner

nor the care and maintenance of (i) shrubs, (ii) trees which were not planted by Developer, (iii) flowers, or (iv) other plants on any Lot, nor shall maintenance of lawns mean the mowing of grass within any fenced portion of any Lot for which permission to fence has been granted as herein provided.

(v) Replacement of the drainage system in and upon the Common Areas as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by Developer or the Association. Nothing herein shall relieve or replace the obligation of the Owner, including any builder, of a Lot subject to a Drainage Utility and Sewer Easement to keep the portion of the drainage system and Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded.

(vi) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverage required under this Declaration and such other insurance as the Board of Directors deems necessary or advisable.

(vii) Payment of taxes, if any, assessed against and payable with respect to the Common Areas.

(viii) Assessment and collection from the Owners of the Common Expenses.

(ix) Contracting for such services as management, snow removal, Common Area maintenance, security control, trash removal or other services as the Association deems necessary or advisable.

(x) Enforcing the rules and regulations of the Association and the requirements of this Declaration and the zoning covenants and commitments.

ARTICLE V

Officers

Section 5.1. Officers and Qualifications Therefor. The officers of the Homeowners' Association shall consist of a president, one (1) or more vice presidents, a secretary and a treasurer. The officers shall be chosen from among the Directors. Any two (2) or more offices may be held by the same person except that the duties of president and secretary shall not be performed by the same person.

Section 5.2. Terms of Office. Each of the officers of the Homeowners' Association shall be elected by a majority vote of the Board of Directors at its annual meeting and shall hold office for a term of one (1) year and until his successor shall be duly elected and qualified, or until resignation, removal or death.

Section 5.3. Vacancies. Whenever any vacancies shall occur in any of the offices of the Homeowners' Association for any reason, the same may be filled by the Board of Directors at any

meeting thereof, and any officer so elected shall hold office until the expiration of the term of the officer causing the vacancy and until his successor shall be duly elected and qualified.

Section 5.4. Removal. Any officer of the Homeowners' Association may be removed, with or without cause, by the Board of Directors whenever a majority of the Board shall vote in favor of such removal.

ARTICLE VI Powers and Duties of Officers

Section 6.1. President. The president, if present, shall preside at all meetings of the Members and the Board of Directors. Subject to the general control of the Board of Directors, the president shall perform all of the usual duties of the chief executive officer of a corporation.

Section 6.2. The Vice-President. Subject to the general control of the Board of Directors, the vice president shall discharge all the usual functions of the president if the president is not present and shall have such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 6.3. Secretary/Treasurer. The secretary shall attend all meetings of the Members and of the Board of Directors, and keep, or cause to be kept, a true and complete record of the proceedings of such meetings, and he/she shall perform a like duty, when required, for all committees appointed by the president or the Board of Directors. If required, he/she shall attest the execution by the Homeowners' Association of deeds, leases, agreements and other official documents. He/she shall attend to the giving and serving of all notices of the Homeowners' Association, and in general shall perform all duties pertaining to the office of secretary and such other duties as these By-Laws or the Board of Directors may prescribe.

The treasurer shall keep or cause to be kept correct and complete records of account, showing accurately at all times the financial condition of the Homeowners' Association. He/she shall have charge and custody of, and be responsible for, all funds, notes, securities and other valuables which may from time to time come into the possession of the Homeowners' Association. He/she shall deposit, or cause to be deposited, all funds of the Homeowners' Association with such depositaries as the Board of Directors shall designate. He/she shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Homeowners' Association, and in general shall perform all duties pertaining to the office of treasurer.

ARTICLE VII Miscellaneous

Section 7.1. Corporate Seal. The Homeowners' Association shall have no seal.

Section 7.2. Execution of Contracts and Other Documents. Unless otherwise ordered by

the Board of Directors, all written contracts and other documents entered into by the Homeowners' Association shall be executed on behalf of the Homeowners' Association by the president and, if required, attested by the secretary.

Section 7.3. Fiscal Year. The fiscal year of the Homeowners' Association shall begin on January 1 of each year and end on the immediately following December 31.

ARTICLE VIII Amendments

Subject to law and the Articles of Incorporation and the various Declaration of Covenants, Conditions and Restrictions, filed with the Recorder of Johnson County as may be amended, and subsequent plats recorded pursuant to the Plats, the power to make, alter, amend or repeal all or any part of these By-Laws is vested in the Board of Directors. The affirmative vote of a majority of the entire Board of Directors shall be necessary to effect any such changes in these By-Laws. Where the amendment of the By-Laws would affect the terms and conditions contained in the Plat that are subject to approval by the Lot owners or first Mortgagees, then such amendment of the By-Laws shall be subject to the same percentage requirements of Lot owners or first Mortgagees as contained in the Plat.

ARTICLE IX Covenant For Assessments.

Section 9.1. Purpose of Assessments. The purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, any Landscape and Mounding Easement, any Drainage Utility and Sewer Easement and the drainage system, and (iii) for the performance of the responsibilities specifically provided for herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

Section 9.2. Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Lot at any amount.

(ii) Each Lot shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

Section 9.3. Special Assessments. In addition to Regular Assessments, the Board of

Directors of the Association may make Special Assessments against each Lot, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose.

Section 9.4. No Assessment Against Developer or Builders During the Development Period. Neither the Developer nor, except as otherwise provided in Paragraph 9.8 herein and Article IX of the Declarations, any builder nor any related entity shall be assessed any portion of any Regular or special Assessment during the Development Period.

Section 9.5. Date of Commencement of Regular or Special Assessments; Due dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Lot on the first day of the first calendar month following the first conveyance of such Lot to an Owner who is not one of the persons named in Paragraph 9.4 above. If, on the date of adoption hereof, any assessment has not previously been reimbursed to the Developer, the Association shall make immediate reimbursement to the Developer and shall assess such amounts against each Owner.

At closing the Owner shall pay an amount equal to one (1) year's Regular Assessment which shall be applied against the obligations set forth in Article IX.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

Section 9.6. Failure of Owner to Pay Assessments.

(i) No Owner shall be exempt from paying Regular Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Lot or Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment (as described in Paragraph 9.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any assessment when due, the Board of Directors of the Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board of Directors shall be entitled to the

appointment of a receiver for the purpose of preserving the Lot or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot or Lot, costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due until paid.

(ii) Notwithstanding anything contained in this Paragraph 9.6 or elsewhere in this Declaration, any sale or transfer of a Lot or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor.

Section 9.7. Creation of Lien and Personal Obligation. Each Owner (other than the Developer or a builder during the Development Period) of a Lot or 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 (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot or Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot or Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot or Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot or Lot. Such statement shall be binding upon the Association as of the date of such statement.

Section 9.8. Expense Incurred to Clear Drainage Utility and Sewer Easement Deemed a Special Assessment. As provided in Paragraph 1.7 of the Declarations, the Owner of any Lot

subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the Department of Public Works or Department of Capital Asset Management and prior written approval of the Developer. Also, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall, at Developer's written request, be removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of Developer's written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Developer may, on behalf of the Association, enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Drainage Utility and Sewer Easement is returned to its original designed condition. In such event, Developer, on behalf of the Association, shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a Special Assessment against the Lot owned by such Owner which, if unpaid, shall constitute a lien against such Lot and may be collected by the Association pursuant to this Article IX in the same manner as any other Regular Assessment or Special Assessment may be collected.

CERTIFICATE

The foregoing Code of By-Laws constitutes a true record of the Code adopted by the Board of Directors on May 19, 1997.

President

Secretary

CHICAGO TITLE

First Amendment to Brentwood HOA By Laws

Section 3.1 Quorum. Meetings of the members shall be held at such location within Johnson County, Indiana, as may be designated in any notice of such meeting. The presence in person or by proxy at any meeting of the members having ten percent (10%) of the total votes shall constitute a Quorum. Unless otherwise expressly provided by law, the Articles of Incorporation, or these By-Laws, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having majority of the total votes present at such meeting except as provided by law, the Articles of Incorporation or these By-Laws.

Section 4.2 Number and Election. At the annual meeting of the Members held as provided in Section 3.2 herein, the voting Members shall elect the Board, which shall consist of three (3) Members. In all elections for Directors of the Board, each voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Voting on each position for the Board of Directors which is eligible for vote shall be by paper ballot containing the signature and address of the Owner casting the vote. The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

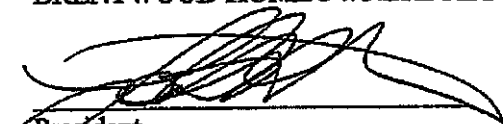
At the first election of directors held after this amendment is adopted by the Board, one Director shall be elected to serve a term of three(3) years, one director shall be elected to serve a term of two(2) years, and one director shall be elected to serve a term of one (1) year. At all elections of directors thereafter, directors shall be elected to serve a term of three years.

At any meeting where a quorum shall be present, the voting members may from time to time increase or decrease such number of persons on the Board or may decrease the term of office of Directors at any annual or special meeting called for that purpose, provided that such number of Directors shall be not less than three (3) nor more than nine (9). Further, the terms of at least one-third of the persons on the Board shall expire annually and that no director or officer of the Homeowners Association shall be elected for a term of more than three (3) years. Any eligible Director may serve an indefinite number of consecutive terms through re-election.

Directors shall receive no compensation. In the event no quorum is present at the Annual Meeting, or if a sufficient number of Directors cannot be found to fill open Board of Director vacancies at the annual Meeting whether by slating, written petition or oral nomination, the existing Board of Directors has the authority to fill the vacancy/vacancies by appointment as long as successor Directors are willing to serve.

The undersigned hereby certifies that this First Amendment to the Code of Bylaws of Brentwood Homeowners Association, Inc. was duly moved and passed by a majority vote of the Board of Directors of said Association.

BRENTWOOD HOMEOWNERS ASSOCIATION, INC.




President

1/28/2008
Date

John A. Alexander
Printed Name of President

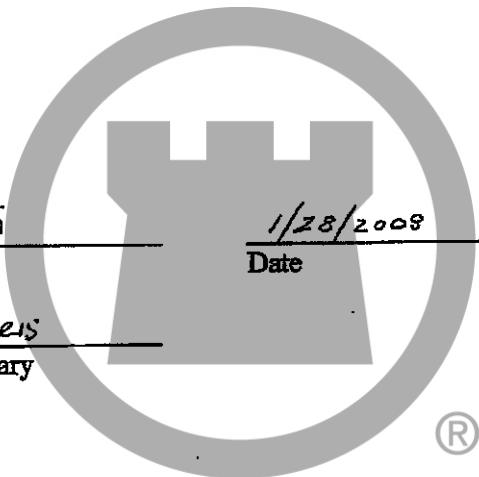
ATTEST:



Secretary

1/28/2008
Date

MICHAEL J. NORRIS
Printed Name of Secretary



CHICAGO TITLE

ARTICLES OF INCORPORATION

OF

BRENTWOOD COMMUNITY ASSOCIATION, INC.

The undersigned incorporator, desiring to form a homeowners' association (hereinafter referred to as the "Homeowners' Association") pursuant to the provisions of Indiana Code 23-17-1-1 et. seq., (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I

Name and Statement

The name of the Homeowners' Association is Brentwood Community Association, Inc. This Homeowners' Association is a mutual benefit association.

ARTICLE II

Purposes and Powers

Section 2.1. Purposes. The purposes for which the Homeowners' Association is formed are:

(a) To maintain, repair, replace, administer, manage, and operate the property owned, leased, managed or used by the Homeowners' Association ("Property") and located within all Sections of Brentwood.

(b) Solely in furtherance of the aforesaid purpose, to transact any and all lawful business for which non-profit associations may be incorporated under the Act.

Section 2.2. Non-profit Purposes. The Homeowners' Association is organized and operated exclusively for non-profit purposes and its activities shall be conducted in such manner that no part of its net earnings shall inure to the benefit of any Member, Director, or officer of the Association, or any other private person, except that the Association shall be authorized and empowered to pay reasonable compensation for service rendered and to make payments and distributions in furtherance of the purposes set forth in Section 2.1.

Section 2.3. Powers. Subject to any limitation or restriction imposed by the Act, any other law, or any other provisions of these Articles of Incorporation, the Homeowners' Association shall have the power:

(a) To do everything necessary, advisable or convenient for the accomplishment of any of the purposes hereinbefore set forth, or which shall at any time appear conducive to or expedient

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for the protection or benefit of the Homeowners' Association and to do all of the things incidental thereto or connected therewith which are not forbidden by law; and

(b) To have, exercise and enjoy in furtherance of the purposes hereinbefore set forth all the general rights, privileges and powers granted to Homeowners' Associations by the Act, as now existing or hereafter amended, and by the common law.

Section 2.4. Declarations. This Association is being formed in accordance with the Declaration of Covenants, Conditions and Restrictions of Brentwood Subdivision ("Declarations") dated December 20, 1994 and recorded January 24, 1995 at Book 68, page 164 in the Office of the Recorder of Johnson County, Indiana, as may be amended from time to time. Defined terms contained herein shall have the same meaning as those set forth in the Declarations unless otherwise stated herein.

ARTICLE III
Period of Existence

The period during which the Homeowners' Association shall continue is perpetual.

ARTICLE IV
Registered Office and Registered Agent

The address of the Homeowners' Association's Registered Agent is 3905 Vincennes Road, Suite 505, Indianapolis, Indiana, 46268 and the Registered Agent at that office is Jeffrey M. Reasner.

ARTICLE V
Membership

Section 5.1. Membership. Each Owner of a Lot automatically upon becoming an Owner, shall be and become a member of the Association and shall remain a member of the Association so long as he or she owns the Lot.

Section 5.2. Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then have a Class A membership). Each Class A member shall be entitled to one (1) vote for each Lot owned by Owner.

(ii) Class B Member. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot it owns. The Class B membership shall cease

and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined in paragraph 5.3).

Section 5.3. Applicable Date. As used herein, the term "Applicable Date" shall mean the date when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership, January 1, 2002, or such date as determined by Developer, whichever comes first.

Section 5.4. Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one person exercise a Lot's vote under Paragraph 5.2 (in the case of Class A membership). No Lot's vote shall be split.

Section 5.5. Voting Rights of Voting Members. Votes shall be exercisable in person or by proxy on each matter submitted to the membership for a vote at each meeting of the membership.

ARTICLE VI Directors

Section 6.1. Number of Directors. The initial Board of Directors is composed of two (2) Members. If the exact number of Directors is not stated, the minimum number shall be two (2) and the maximum number shall be five (5); PROVIDED, however, that the exact number of Directors shall be prescribed from time to time in the By-Laws of the Homeowners' Association; AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN TWO (2).

Section 6.2. Names and Post Office Addresses of the Director(s). The names and post office addresses of the initial Board of Directors of the Homeowners' Association are:

<u>Name</u>	<u>Address</u>
Jeffrey M. Reasner	3905 Vincennes Road, Suite 505 Indianapolis, IN 46268

Section 6.3. Classes. At such time as the Board of Directors consists of five (5) Members, the By-Laws of the Homeowners' Association may provide that the Directors be divided into two (2) or more classes whose terms expire at different times; provided that no term shall continue for longer than three (3) years.

ARTICLE VII
Incorporator

The name and post office address of the incorporator of the Homeowners' Association is:

<u>Name</u>	<u>Address</u>
Jeffrey M. Reasner	3905 Vincennes Road, Suite 505 Indianapolis, IN 46268

ARTICLE VIII
Provisions for Regulation of Business
and Conduct of Affairs of Homeowners' Association

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of the Homeowners' Association, and creating, defining, limiting or regulating the powers of the Homeowners' Association, the Directors or the Members are as follows:

Section 8.1. Place of Meetings. Meetings of the Members and meetings of the Board of Directors of the Homeowners' Association shall be held at such place within Marion County, Indiana, as shall be specified in the respective calls, notices or waivers of notice of such meetings given in accordance with the By-Laws of the Homeowners' Association.

Section 8.2. Indemnification.

(a) The Homeowners' Association shall indemnify any person as of right who is or was a Director, officer, or employee of this Homeowners' Association, or is or was serving as a Director, officer, or employee of another Homeowners' Association, partnership, or other enterprise at the request of the Homeowners' Association, against expenses (including attorneys' fees), judgments, fines, penalties, and amounts paid in settlement reasonably incurred by such person, to the fullest extent now or hereafter permitted by the Act, in connection with or resulting from any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, or in connection with an appeal relating thereto), in which such person may be involved as a party or otherwise by reason of being or having been a Director, officer, or employee of the Homeowners' Association or of such other organization; provided, such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Homeowners' Association, and, with respect to any criminal action or proceeding, in a manner which he had no reasonable cause to believe was unlawful or had reasonable cause to believe the action was lawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement (whether with or without court approval), conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith

and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Homeowners' Association, and, with respect to any criminal action, suit, or proceeding, in a manner which he had reasonable cause to believe was unlawful.

(b) Any Director, officer or employee of the Homeowners' Association who has been successful as a party on the merits or otherwise in his defense of any claim, action, suit, or proceeding referred to in the first sentence of Section 8.2(a) shall be indemnified as of right against expenses (including attorneys' fees) reasonably incurred by him in connection therewith (except to the extent covered by insurance).

(c) Except as provided in Section 8.2(b) above, any indemnification under Section 8.2(a) shall be made by the Homeowners' Association only upon a determination that indemnification of the particular Director, officer, or employee is proper in the circumstances because such person has met the applicable standards of conduct set forth in Section 8.2(a). Such determination shall be made (i) by the Board of Directors of the Homeowners' Association by a majority vote of a quorum consisting of Members of the Board of Directors who were not parties to such claim, action, suit, or proceeding, or (ii) if such a quorum is not obtainable or if so directed by a majority vote of a quorum consisting of Members of the Board of Directors who were not parties to such claim, action, suit, or proceeding, by independent legal counsel (who may be regular counsel of the Homeowners' Association or other disinterested person(s), such counsel or person(s) being hereafter called the "referee") in a written opinion. The person claiming indemnification shall, if requested, appear before the referee and answer questions which the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he relies for indemnification. The Homeowners' Association shall, at the request of the referee, make available facts, opinions or other evidence in any way relevant to the referee's findings which are within the possession or control of the Homeowners' Association.

(d) The indemnification provided by this Section 8.2 shall not be deemed exclusive of any other rights to which a Director, officer or employee may be entitled under any by-law, resolution, agreement, vote of the Members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or employee of the Homeowners' Association, and shall inure to the benefit of the heirs, executors and administrators of such a person. The indemnification provided by this Section 8.2 shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption hereof, arising from acts or omissions to act occurring whether before or after the adoption hereof.

(e) This Homeowners' Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Homeowners' Association, or who is or was serving at the request of the Homeowners' Association as a Director, officer, employee or agent of another Homeowners' Association, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by him in any such capacity, or arising out of his status as such, whether or not the Homeowners' Association would have the power to indemnify him against such liability under the provisions of

this Section 8.2, together with expenses actually and reasonably incurred by him in connection with his defense thereof; provided that when and to the extent that the Homeowners' Association has purchased and maintained such insurance, it shall have no duty under this Section 8.2 to indemnify any such person to the extent such liability is covered by such insurance.

Section 8.3. Compensation of Employees. In order to carry out the purposes and activities of the Homeowners' Association, such individuals as are deemed necessary may be employed, and each such employee may be paid such compensation for services actually rendered in the course of such employment as may be fixed in the manner provided by the Board of Directors of the Homeowners' Association.

Section 8.4. By-Laws. The Board of Directors of the Homeowners' Association shall have the power to adopt and amend the by-laws of the Homeowners' Association, which may contain other provisions consistent with the laws of the State of Indiana, for the regulation and management of the affairs of the Homeowners' Association.

Section 8.5. Amendment of Articles. Amendment to the Articles of Incorporation shall require consent of at least 75% of the total vote of all the Members.

Section 8.6. Powers of Board of Directors. Subject to any limitation or restriction imposed by law or by these Articles of Incorporation, the Board of Directors of the Homeowners' Association is hereby authorized to exercise, in furtherance of the purposes of the Homeowners' Association, all the powers of the Homeowners' Association without authorization or approval of the members of the Homeowners' Association.

Section 8.7. Distribution of Assets on Dissolution. Upon the dissolution of the Association, the assets shall be distributed to the Members in accordance with their ownership interest in the Association.

CHICAGO TITLE

ARTICLE IX

Covenant For Assessments.

Section 9.1. Purpose of Assessments. The purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, any Landscape and Mounding Easement, Lake Easement, any Drainage Utility and Sewer Easement and the drainage system, and (iii) for the performance of the responsibilities specifically provided for herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

Section 9.2. Regular Assessments. The Board of Directors of the Association shall have

the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Lot at any amount.

(ii) Each Lot shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

Section 9.3. Special Assessments. In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Lot, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose.

Section 9.4. No Assessment Against Developer or Builders During the Development Period. Neither the Developer nor, except as otherwise provided in Paragraph 9.8 herein and Article IX of the Declarations, any builder nor any related entity shall be assessed any portion of any Regular or special Assessment during the Development Period.

Section 9.5. Date of Commencement of Regular or Special Assessments: Due dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Lot on the first day of the first calendar month following the first conveyance of such Lot to an Owner who is not one of the persons named in Paragraph 9.4 above.

At closing the Owner shall pay an amount equal to one (1) year's Regular Assessment which shall be applied against the obligations set forth in Article IX.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

Section 9.6. Failure of Owner to Pay Assessments.

(i) No Owner shall be exempt from paying Regular Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment (as described in Paragraph 9.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise

provided by law. Upon the failure of an Owner to make timely payments of any assessment when due, the Board of Directors of the Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot, costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due until paid.

(ii) Notwithstanding anything contained in this Paragraph 9.6 or elsewhere in this Declaration, any sale or transfer of a residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor.

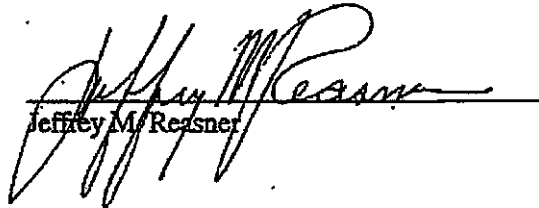
Section 9.7. Creation of Lien and Personal Obligation. Each Owner (other than the Developer or a builder during the Development Period) of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a

contractual right to purchase a Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

Section 9.8. Expense Incurred to Clear Drainage Utility and Sewer Easement Deemed a Special Assessment. As provided in Paragraph 1.7 of the Declarations, the Owner of any Lot subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the Department of Public Works or Department of Capital Asset Management and prior written approval of the Developer. Also, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall, at Developer's written request, be removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of Developer's written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Developer may, on behalf of the Association, enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Drainage Utility and Sewer Easement is returned to its original designed condition. In such event, Developer, on behalf of the Association, shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a Special Assessment against the Lot owned by such Owner which, if unpaid, shall constitute a lien against such Lot and may be collected by the Association pursuant to this Article IX in the same manner as any other Regular Assessment or Special Assessment may be collected.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation.

IN WITNESS WHEREOF, I the undersigned do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this 7 day of May, 1997.


Jeffrey M. Reasner

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

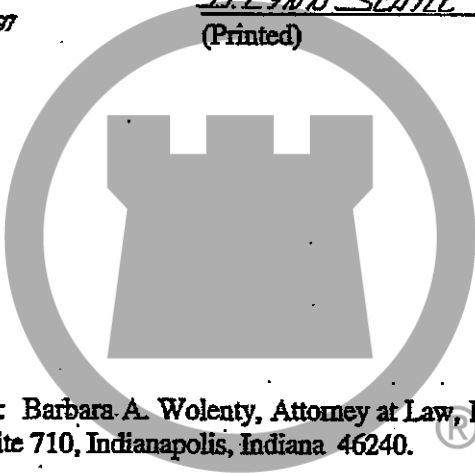
Before me, a Notary Public in and for said County and State, personally appeared Jeffrey M. Reasner, and acknowledged the execution of the foregoing Articles of Incorporation.

Witness my hand and Notarial Seal this 7 day of MAY, 1997.

My commission expires: _____
D LYNN SCHILL
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXP AUG. 25, 1997

D Lynn Schill

(Signature)
D LYNN SCHILL, Notary Public
(Printed)



This instrument prepared by: Barbara A. Wolenty, Attorney at Law, ROBINSON & WOLENTY, 8888 Keystone Crossing, Suite 710, Indianapolis, Indiana 46240.

CHICAGO TITLE