

ENTE [REDACTED] RECORD
Jan 12 1986 AT 11:40 AM
Ronnie L. Maples
RECORDER HENDRICKS COUNTY

15970

BOOK 106 PAGE 55

DECLARATION OF COVENANTS AND RESTRICTIONS

This DECLARATION OF COVENANTS AND RESTRICTIONS made this 13th day of April, 1985, by Charter Investments, and Indiana Partnership, hereinafter called "Declarant".

WHEREAS, declarant is the owner of Section One, Two, Three, and Four, of Brookshire, Plainfield, Hendricks County, Indiana.

WHEREAS, Declarant has granted an exclusive option to The Sudler Corporation, and Indiana Corporation, to build single-family homes upon the lots within Brookshire, and to act as it's exclusive agent for the sale of the land within Brookshire.

WHEREAS, the Declarant intends to sell the above described property through The Sudler Corporation, as agent, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners.

NOW, THEREFORE, Declarant declares that said real property be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the restrictions and covenants hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of the said property.

1. LAND USE AND BUILDING TYPE. All lots shall be used for single-family residential purposes, except that The Sudler Corporation shall be entitled to maintain offices and models within the land for the purposes of selling the land and managing the construction of the improvements to the land or lots. The authority to maintain Model Homes and Offices by The Sudler Corporation shall cease 30 days after closing of the sale of the last lot sold in Brookshire.

No building shall be erected, altered, placed, or permitted to remain upon any lot except one detached single-family dwelling not to exceed two and one-half stories in height and an attached private garage for not more than two cars.

2. BUILDING LOCATION. No building shall be located on any lot nearer to the front property line than the minimum building setback line as shown on the recorded plats.

3. EASEMENTS. Strips of ground of varying widths are shown on the recorded plats and marked "easements". Such strips are reserved for drainage of surface water, and for the use of public utility companies for the installation and maintenance of sewers, water mains, gas mains, electric cables and lines, storm water drains and pipes, cables, and telephone lines and terminals. No permanent or other structures are to be erected or maintained upon said strips of land. Lot owners shall be responsible for maintenance of these easement areas in a manner similar to the maintenance of the balance of their lots. No restrictions to the free flow of water through the swales and easement areas shall be permitted.

4. ARCHITECTURAL CONTROL AND APPROVAL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by an Architectural Control Committee, consisting of Mr. Stephen I. Sudler and Mr. Fred Sudler III, or their authorized representatives. Said Committee shall judge the proposed work as to quality of workmanship and materials, harmony with the exterior design of existing structures, and as to location with respect to topography and finish grades.

In the event of the death or resignation of one of the members of the Architectural Control Committee, the remaining member shall designate a replacement from among the then existing homeowners within Brookshire.

The Committee's approval or disapproval of the proposed work shall be in writing and shall be presented to the submitter within 14 days of the date of receipt by the Committee. Neither the Committee members nor their authorized representatives shall be compensated for their work on behalf of the Committee. All projects, once approved by the Committee, must be completed within 5 months of receipt of approval.

5. FENCES. No fences shall be allowed to extend forward of the front building corners. No fences higher than 3 feet 6 inches shall be erected along or within 5 feet of property lines common to another lot in the Brookshire subdivision. A fence of an opaque nature, the purpose or the result of which shall be to obstruct vision, light, or air, shall not be constructed without prior review by the Architectural Control Committee. Patio or swimming pool fences shall be exempt from review so long as they satisfy all other requirements of these covenants and so long as they are located at least twenty feet from any property line. Fencing installed by The Sudler Corporation in conjunction with their model homes shall be exempt from the provisions of this paragraph and shall be removed, or made to conform to these provisions no later than thirty days from the sale of the last lot in Brookshire.

6. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder or financial institution to advertise the property during construction and sales period.

7. DRIVEWAYS. All residential driveways shall be constructed of either cement concrete or asphalt paving.

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

#34 Mar 3 1987

An Amended Declaration of Covenants and Restrictions
see Vol. 106 Page 43-67
Ronnie L. Maples

Taylor & Taylor, Inc.
515 S. ...
Danbury, Indiana

9. ACCESSORY BUILDINGS. An accessory building may be constructed with the minimum size to be no less than sixty square feet, nor more than one hundred square feet. All accessory buildings shall be constructed in such a manner as to conform to the standards of construction as used in the main structure on the lot, including color and design. There shall be all-metal exterior coverings on accessory buildings. All accessory buildings shall be located no nearer than 95 feet to the front property line and no nearer than 10 feet from any side property line.

10. ANIMALS AND PETS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except family pets, which may be kept, provided they are not kept, bred, or maintained for commercial purposes, and do not create or constitute a common nuisance. No more than two (2) family pets may be kept per residence.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, garbage, or other waste, and same shall not be kept except in sanitary containers. All equipment for storage of such materials shall be clean, out of public view, and used so as not to create an offensive sight or odor. No burning of waste or debris, other than combustible construction debris created during the construction of the home shall be permitted.

12. SIGHT OBSTRUCTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between a six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No screen-planting over thirty-six inches high nor any fence shall be permitted between the street right-of-way and the building setback line.

13. STORAGE TANKS. All storage tanks shall be buried or located within the house structure so that they are completely concealed from outside view.

14. GRADING OF LOTS. The re-grading of any lot by the owner shall be done so as not to restrict the surface water runoff, allow ponding or stoppage of surface water runoff, or redirect surface water runoff onto an adjoining lot.

15. VEHICLE PARKING. No truck or more than three-quarter ton hauling capacity shall be parked on the streets or in the subdivision except while making a pickup or delivery. No vehicles shall be parked without moving on the streets or in the subdivision for a period or more than thirty consecutive days. No vehicle shall be parked on the streets or in the subdivision in a state of disrepair. No boat, trailer, recreational vehicle, or camper of any kind shall be kept or parked upon the streets; neither shall they be parked or kept in public view within the subdivision for longer than two weeks except within a garage.

16. SWIMMING POOLS. No swimming pool where the water level is partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be fenced so as to protect the public safety.

17. EXTERIOR LIGHTING. No exterior lighting of the home or the lot, the effect or use of which becomes a nuisance to adjoining lot owners, shall be permitted.

18. ELECTRONIC SIGNAL TRANSMISSION OR RECEPTION. Any transmission of radio, television, microwave, or any other form of electronic signals from any lot, which interferes with the health or tranquility of any other lot owner shall be prohibited. Installation of antenna used for the reception of any form of electronic signal shall be located beyond the rear corners of the house and shall not be visible to the public view, and shall be screened from the view of adjoining Brookshire property owners.

19. TERM. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which said covenants shall automatically extend for successive periods of five years.

20. AMENDMENT PROCEDURE. These covenants and restrictions may be amended at any time by a majority of the then owners. Amendment ballots shall be submitted to all then lot owners by registered mail. All ballots shall be returned to the appointed lot owner(s) and recorded along with the Letter of Amendment. For the purposes of counting ballots, a return a ballot within the time as specified by the Letter of Amendment shall constitute a "no" vote. Upon approval as provided to these covenants, all lot owners, by virtue of their ownership of land within Brookshire, agree to be bound by the terms of the recorded amendment(s).

21. ENFORCEMENT. The violation of any restriction, as herein enumerated, shall give to any lot owner, any and all rights for injunctive, damage, or any other action at law or equity to which they or their assigns are entitled.

BOOK 166 PAGE 57

22. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Charter Investments, by Stephen T. Sudler, Partner, does hereunto execute and seal this Declaration of Covenants and Restrictions this thirteenth day of April, 1985.

CHARTER INVESTMENTS, an Indiana Partnership

BY: Stephen T. Sudler, partner
Stephen T. Sudler, Partner

ENTERED FOR RECORD

BOOK 166 PAGE 55-7

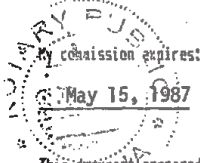
JAN 17 1986

Ronnie R. Moyer
RECORDER HENDRICKS COUNTY

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

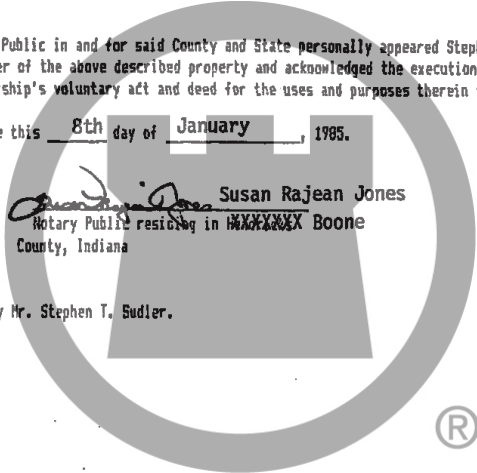
Before me, a Notary Public in and for said County and State personally appeared Stephen T. Sudler, as partner of Charter Investments, owner of the above described property and acknowledged the execution of the above and foregoing instrument as the partnership's voluntary act and deed for the uses and purposes therein set forth.

Witness my signature this 8th day of January, 1985.



Susan Rajean Jones
Notary Public residing in ~~XXXXXX~~ Boone
County, Indiana

This document prepared by Mr. Stephen T. Sudler.



CHICAGO TITLE

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BOOK 111 PAGE 43

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
3911

This AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS ("Amended Declaration") is made as of the 27th day of February, 1987, by Charles F. Laeske of Marion County, Indiana, (the "Declarant").

WITNESSETH:

WHEREAS, Declarant's predecessor in title, Charter Investments, an Indiana general partnership, executed a Declaration of Covenants and Restrictions on April 13, 1985, which Declaration was recorded January 17, 1986, in the Office of the Recorder of Hendricks County, Indiana, in Book No. 106, pages 55-57 and which referred to the real estate situated in Hendricks County, Indiana, more particularly described on Exhibit A attached hereto and made a part hereof (the "Brookshire Subdivision"); and

WHEREAS, Declarant is the owner of a portion of the Brookshire Subdivision, more particularly described in Exhibit B attached hereto and made a part hereof (the "Real Estate"), which includes 42 lots of the total 61 lots in the Brookshire Subdivision and which thus constitutes more than a majority of the lots in the Brookshire Subdivision; and

WHEREAS, Declarant desires to amend the Declaration of Covenants and Restrictions in accordance with the amendment procedure provided in Section 20 thereof and accordingly, Declarant has submitted an amendment ballot together with a copy of this Amended Declaration (to be deemed the Letter of Amendment in accordance with said Section 20) to the owner of each lot within the Brookshire Subdivision by registered mail (except by hand to Declarant), to be returned to Declarant by February 26, 1987; and

WHEREAS, amendment ballots representing 46 lots were cast in favor of the Amended Declaration, which total constitutes more than a majority of the lots in the Brookshire Subdivision (and all of such amendment ballots which were returned by said date are attached hereto as Exhibit C);

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants and Restrictions executed April 13, 1985, by Charter Investments, Declarant's predecessor in title to the Real Estate, be, and it hereby is, amended and, as amended, is restated in its entirety as follows:

Taylor & Taylor, Inc.
52 S. Jefferson
Carmel, Indiana

COPY FILE

ENTERED FOR RECORD
BOOK 111 MAR 3 1987
111 MAR 3 1987
Dennis H. [Signature]

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BOOK III PAGE 41

"WHEREAS, Declarant intends to sell, and has sold, lots in the Brookshire Subdivision, described on Exhibit A attached hereto and made a part hereof and to place restrictions upon the use of such lots in accordance with a common plan designed to preserve the value and residential qualities of the Brookshire Subdivision, for the benefit of Declarant and the current and future owners of the lots in the Brookshire Subdivision, Hendricks County, Indiana;

NOW, THEREFORE, Declarant hereby declares that the Brookshire Subdivision, described on Exhibit A attached hereto and made a part hereof, be held, transferred, encumbered, used, sold, developed, conveyed, leased and occupied, subject to the restrictions and covenants hereinafter set forth, expressly and exclusively for the use and benefit of the Brookshire Subdivision and of each and every person or entity who now or in the future owns any portion or portions of the Brookshire Subdivision.

1. Land Use and Building Type. All lots in the Brookshire Subdivision shall be used for single-family residential purposes, except that Declarant, in its sole discretion, may allow a builder to maintain offices and models within the Brookshire Subdivision for the purposes of constructing and/or managing the construction of improvements to, and/or on lots in, the Brookshire Subdivision. Any such authority to maintain model homes and offices by any such builder shall cease 30 days after closing the sale of the last lot comprising any portion of the Real Estate.

Except as otherwise provided herein, no building shall be erected, altered, placed or permitted to remain upon any lot except one detached, single-family dwelling not to exceed two and one-half stories in height, with an attached private garage for two cars.

The ground floor area of the main structure, exclusive of one-story open porches and garages and other attached residential accessory buildings, shall not be less than 1250 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a multiple story structure, provided, however, no structure of more than one story shall have less than an aggregate of 1500 square feet of finished and liveable floor area. No garage shall be erected which is not permanently attached to the main building, and no unenclosed storage area shall be erected. Except as otherwise provided herein, no enclosed storage area shall be erected which is not permanently attached to the main building.

2. Building Location. No building shall be located on any lot nearer to the front property line than the minimum building setback line as shown on the recorded plats.

3. Easements. Strips of ground of varying widths are shown on the recorded plats and are marked "easements". Such strips are reserved for drainage of surface water, and for the use of public utility companies for the installation and maintenance of sewers, water mains, gas mains, electric cables and lines, storm water drains and pipes, cables, and telephone lines and terminals. No permanent or other structures are to be erected or maintained upon said strips of land. Lot owners shall be responsible for maintenance of these easement areas in a manner similar to the maintenance of their lots. No restrictions to the free flow of water through the swales and easement areas shall be permitted.

4. Architectural Control and Approval. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee ("Committee"), which Committee shall consist of Charles F. Lieske and James Woodard, or their authorized representatives. Such plans, specifications and plot plans shall be mailed or delivered to the aforesaid at 1740 West Michigan Street, Indianapolis, Indiana 46222. Said Committee shall judge the proposed work as to quality of workmanship and materials, harmony with the exterior design of existing structures, and as to location with respect to topography and finish grades.

In the event of the death or resignation of one of the members of the Committee, the remaining member shall designate a replacement. If, for any reason, there are no remaining members of the Committee, Charles F. Lieske, his heirs or legal representatives shall designate replacements; provided, however, in the event Charles F. Lieske, his heirs or legal representatives no longer own any of the Real Estate, the new members shall be elected from the then existing homeowners by the vote of a majority of the owners of the lots in the Brookshire Subdivision, each lot being entitled to one vote.

The Committee's approval or disapproval of the proposed work shall be in writing and shall be presented to the submitter within 30 days of the date of receipt by the Committee. Any failure by the Committee to approve or disapprove the proposed work in writing within such 30-day period shall be deemed to constitute a disapproval of the proposed work. Neither the Committee members nor their authorized representatives shall be compensated for their work on behalf of the Committee. All projects, once approved by the Committee, must be completed within 6 months of receipt of approval.

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BOOK III PAGE 46

5. Fences. No fences shall be allowed to extend forward of the front building corners. No fences higher than 3 feet 3 inches shall be erected along or within 5 feet of property lines common to another lot in the Brookshire Subdivision. No fence of an opaque nature, the purpose or the result of which shall be to obstruct vision, light, or air, shall be constructed without prior review by the Committee. Patio or swimming pool fences shall be exempt from review so long as they satisfy all other requirements of these covenants, and the applicable state and local laws, and so long as they are located at least twenty feet from any property line.

6. Signs. No sign of any kind shall be displayed in the public view on any lot, except one sign of not more than five square feet, advertising the lot for sale or for rent, or signs used by a builder or financial institution to advertise the lot during construction and sale.

7. Driveways. All driveways shall be constructed of either cement concrete or asphalt paving and the type of material and construction design must first be approved by the Committee.

8. Mailboxes. All mailboxes shall be in accordance with the standards set forth by the Committee and shall be installed by the builder simultaneously with the construction of the dwelling.

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

10. 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 residence.

11. Accessory Buildings. An accessory building may be constructed with the minimum size to be no less than sixty square feet, and a maximum size of not more than one hundred square feet. All accessory buildings shall be constructed in such a manner as to conform to the standards of construction as used in the main structure on the lot, including color and design. There shall be no all-metal exterior coverings on accessory buildings. All accessory buildings shall be located no nearer than 95 feet from the front property line and no nearer than 10 feet from any side or rear property line.

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BOOK III PAGE 47

12. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except family pets, which may be kept, provided they are not kept, bred, or maintained for commercial purposes, and do not create or constitute a common nuisance. No more than two (2) family pets may be kept per residence.

13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, garbage, or other waste, and same shall not be kept except in sanitary containers. All equipment for storage of such materials shall be kept clean, out of public view, and used so as not to create an offensive sight or odor. No burning of waste or debris, other than combustible construction debris created during the construction of a home, shall be permitted.

14. Water Supply and Sewage Systems. No private, or semi-private water supply and/or sewage disposal system (e.g., septic tank, absorption field or other method of on-premises sewage disposal) shall be located upon any lot in the Brookshire Subdivision.

15. Sight Obstructions. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No screen planting over thirty-six inches high nor any fence shall be permitted between the street right-of-way and the building setback line.

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

17. Tree Preservation. No living trees (other than volunteer trees and weeds) may be removed from any lot without the approval of the Committee, and such requests shall be made

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BOOK III PAGE 48

to the Committee in writing. In the event the Committee does not indicate in writing its approval or disapproval of requests for tree removal within a period of 30 days after submission, the Committee is deemed to have disapproved such request.

18. Storage Tanks. All storage tanks shall be buried or located within a house, garage or accessory structure so that they are completely concealed from public view.

19. Grading of Lots. The re-grading of any lot by the owner shall be done so as not to restrict the surface water runoff, allow ponding or stoppage of surface water runoff, or redirect surface water runoff onto an adjoining lot.

20. Vehicle Parking. No truck of more than three-quarter ton hauling capacity shall be parked on the streets or in the Brookshire Subdivision except while making a pick-up or delivery. No vehicles shall be parked without moving on the streets or in the Brookshire Subdivision for a period of more than thirty consecutive days. No vehicle shall be parked on the streets or in the Brookshire Subdivision in a state of disrepair. No boat, trailer, recreational vehicle, or camper of any kind shall be kept or parked upon the streets; neither shall they be parked or kept in public view within the Brookshire Subdivision for longer than two weeks except within a garage.

21. Swimming Pools. No swimming pool where the water level is partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be fenced so as to protect the public safety.

22. Exterior Lighting. No exterior lighting of the home or the lot, the effect or use of which becomes a nuisance to adjoining lot owners, shall be permitted.

23. Electronic Signal Transmission or Reception. Any transmission of radio, television, microwave, or any other form of electronic signals from any lot, which interferes with the health or tranquility of any other lot owner shall be prohibited. Installation of antenna used for the reception of any form of electronic signal shall be located beyond the rear corners of the house and shall not be visible to the public view, and shall be screened from the view of adjoining Brookshire Subdivision lot owners.

24. Covenants Run With the Land. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming by, through or under them for a period of twenty-five years from the date these covenants

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BOOK /// PAGE 49

are recorded, after which the said covenants shall automatically extend for successive periods of five years, unless, by a vote of a majority of the then owners of the lots in the Brookshire Subdivision, it is agreed to alter said covenants in whole or in part.

25. Amendment Procedure. This Amended Declaration may be amended at any time by the owners of at least a majority of the lots subject to such restrictions, provided, however, that until all of the lots in the Brookshire Subdivision have been sold by the Declarant, his heirs or legal representatives, any such amendment of these restrictions shall require prior written approval of the Declarant, his heirs or legal representatives, and provided further, that until all of the lots in the Brookshire Subdivision have been sold by the Declarant, his heirs or legal representatives, the Declarant reserves, for himself and his heirs and legal representatives, the right to amend this Amended Declaration without the approval of the other owners of the lots subject to such restrictions. Each amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, or the Declarant, his heirs or legal representatives, as the case may be, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Office of the Recorder of Hendricks County, Indiana.

26. Enforcement. In the event that there shall be any violation or attempted violation of any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for the Declarant, his successors, legal representatives or assigns, or for any person owning any lot situated in the Brookshire Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, and either to prevent him or them from doing so, or to recover damages for such violation or to pursue any other remedy at law or in equity to which they or their legal representatives, successors or assigns may be entitled.

27. Severability. Invalidation of any portion of this Amended Declaration by judgment, order or decree of court shall in no way affect the validity or enforceability of any of the other provisions hereof which shall remain in full force and effect.

28. Gender, etc. When applicable, use of the singular form of any word also shall mean or apply to the plural and use of the masculine, feminine or neuter gender shall mean and include all such genders."

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BOOK 111 PAGE 50

IN WITNESS WHEREOF, Charles P. Lieske has executed this Amended Declaration of Covenants and Restrictions as of the date first above written.

Charles P. Lieske
Charles P. Lieske

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Charles P. Lieske, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that the representations therein contained are true.

Witness my signature this 27th day of February, 1987.

My Commission Expires:

Sharon J. Wellhausen
Notary Public -- Written

My County of Residence:

3-7-88
Marion
CHICAGO TITLE

Sharon J. Wellhausen
Notary Public -- Printed

This instrument prepared by Michael K. Guest and J. Peter Miller, Attorneys at Law, McHALE, COOK & WELCH, p.c., 1100 Chamber of Commerce Building, Indianapolis, Indiana 46204.

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BOOK // PAGE 51

EXHIBIT A. TO COVENANTS

LEGAL DESCRIPTION - BROOKSHIRE

A part of the Southeast Quarter of Section 35, Township 15 North, Range 1 East in the Town of Plainfield, Hendricks County, Indiana, being more particularly described as follows, to-wit:

Being a part of the East half of the Southeast Quarter of Section 35, Township 15 North, Range 1 East and beginning at a point on the East Quarter Section line 660.00 feet South 0° 14' 52" East of the Northeast Corner of the Southeast Quarter of said Section; thence running on and along said East Quarter Section line bearing South 0° 14' 52" East for a distance of 803.38 feet to a point; thence bearing South 89° 03' 21" West for a distance of 916.86 feet to a point; thence bearing North 0° 03' 30" West for a distance of 807.60 feet to a point; thence bearing North 89° 18' 57" East for a distance of 42.18 feet to a point; thence bearing South 0° 14' 52" East for a distance of 40.00 feet to a point; thence bearing North 89° 19' 02" East for a distance of 703.50 feet to a point; thence bearing North 0° 14' 52" West for a distance of 40.00 feet to a point; thence bearing North 89° 33' 54" East for a distance of 167.50 feet to the point of beginning;

which has been redescribed as follows:

TRACTS A - Lots:

The following described real estate situate in Hendricks County, Indiana, and being more particularly described as follows:

Lots Numbered One (1) through Twelve (12) in Brookshire, Section One (1), a subdivision in the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded March 19, 1985 in Plat Book 11, page 47, in the office of the Recorder of Hendricks County, Indiana; and

Lots Numbered Twenty-seven (27) through Forty-one (41) in Brookshire, Section Three (3), a subdivision in the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded January 23, 1987 in Plat Book 12, page 4, in the office of the Recorder of Hendricks County, Indiana; and

CHICAGO TITLE

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BOOK /// PAGE 52

Lots Numbered Forty-two (42) through Fifty-seven (57) and Lot Numbered Sixty-two (62) in Brookshire, Section Four (4), a subdivision in the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded January 27, 1986 in Plat Book 11, page 88, in the office of the Recorder of Hendricks County, Indiana; and

Lots Numbered Fifty-eight (58), Sixty (60) and Sixty-one (61) in Brookshire, Section Five (5), a subdivision in the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded July 25, 1985 in Plat Book 11, page 59, in the office of the Recorder of Hendricks County, Indiana; and

TRACT B:

A part of the Southeast Quarter of Section 35, Township 15 North, Range 1 East in the Town of Plainfield, Hendricks County, Indiana, being more particularly described as follows, to-wit:

Being a part of the East half of the Southeast Quarter of Section 35, Township 15 North, Range 1 East and beginning at a point on the East Quarter Section line 660.00 feet South 0° 14' 52" East of the Northeast Corner of the Southeast Quarter of said Section; thence running on and along said East Quarter Section line bearing South 0° 14' 52" East for a distance of 803.38 feet to a point; thence bearing South 89° 03' 21" West for a distance of 916.86 feet to a point; thence bearing North 0° 03' 30" West for a distance of 807.60 feet to a point; thence bearing North 89° 18' 57" East for a distance of 42.18 feet to a point; thence bearing South 0° 14' 52" East for a distance of 40.00 feet to a point; thence bearing North 89° 19' 02" East for a distance of 703.50 feet to a point; thence bearing North 0° 14' 52" West for a distance of 40.00 feet to a point; thence bearing North 89° 33' 54" East for a distance of 167.50 feet to the point of beginning;

EXCEPT FROM TRACT B:

Brookshire Subdivision, Section One (1) more particularly described as follows:

A part of the East half of the Southeast quarter of Section 35, Township 15 North, Range 1 East of the Second Principal Meridian in Guilford Township, Town of Plainfield, Hendricks County, Indiana and being more particularly described as follows, to-wit:

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BOOK /// PAGE 53

Commencing at the northeast corner of said half quarter section; thence South 00 degrees 14 minutes 52 seconds East along the East line of said half quarter section 660.00 feet to the southeast corner of W. E. Miller's Resubdivision of Miller-Mack Addition to the Town of Plainfield, Indiana, as per plat thereof recorded in Plat Book 4, page 54 in the office of the Recorder of Hendricks County, Indiana; thence South 89 degrees 33 minutes 54 seconds West along the South line of Lot 3 in said addition 167.50 feet to the southwest corner of said lot 3; thence South 89 degrees 19 minutes 02 seconds West 108.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 19 minutes 02 seconds West 595.50 feet; thence South 89 degrees 18 minutes 57 seconds West 42.18 feet to the southwest corner of said addition also the northeast corner of Cragwood, an addition to the Town of Plainfield, Indiana, as per plat thereof recorded in Plat Book 7, page 67 in the office of the Recorder of Hendricks County, Indiana; thence South 00 degrees 03 minutes 30 seconds East along the east line of said Cragwood Addition 253.05 feet; thence North 89 degrees 56 minutes 30 seconds East 125.00 feet; thence North 88 degrees 26 minutes 20 seconds East 50.02 feet; thence North 89 degrees 56 minutes 30 seconds East 250.00 feet; thence North 86 degrees 12 minutes 01 seconds East 50.11 feet; thence North 89 degrees 56 minutes 30 seconds East 125.00 feet; thence North 00 degrees 03 minutes 30 seconds West 80.00 feet; thence North 37 degrees 39 minutes 48 seconds East 63.75 feet; thence North 00 degrees 40 minutes 58 seconds West 125.00 feet to the point of beginning. Containing 3.638 acres, more or less and subject to all legal highways, rights of way and easements of record;

AND EXCEPT FROM TRACT B:

Brookshire Subdivision, Section Three (3) more particularly described as follows:

Commencing at the Northeast Corner of said half quarter section; thence South 00°14'52" East along the East line of said half quarter section 1462.67 feet; thence South 89°03'21" West 314.82 feet to the point of beginning of this description; thence North 00°03'30" West 549.87 feet; thence South 89°56'30" West 124.92 feet; thence South 86°12'00" West 50.11 feet; thence South 89°56'30" West 125.00 feet; thence South 00°03'30" East 420.00 feet; thence South 10°42'36" West 133.98 feet; thence North 89°03'21" East 324.99 feet to the beginning point. Containing 3.83 acres, more or less, and subject to all legal highways, rights-of-way and easements of record;

CHICAGO TITLE

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BOOK III PAGE 51

AND EXCEPT FROM TRACT B:

Brookshire Subdivision, Section Four (4) more particularly described as follows:

Part of the East half of the Southeast quarter of Section 35, Township 15 North, Range 1 East of the Second Principal Meridian in Guilford Township, Hendricks County, Town of Plainfield, Indiana and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said half quarter section; thence South 00 degrees 14 minutes 52 seconds East along the East line of said half quarter section 905.00 feet to the point of beginning of this description; thence continue South 00 degrees 14 minutes 52 seconds East 557.67 feet; thence South 89 degrees 03 minutes 21 seconds West 314.82 feet; thence North 00 degrees 03 minutes 30 seconds West 629.85 feet thence North 37 degrees 39 minutes 48 seconds East 63.75 feet; thence North 00 degrees 40 minutes 58 seconds West 125.00 feet; thence North 89 degrees 19 minutes 02 seconds East 70.00 feet; thence South 00 degrees 40 minutes 58 seconds East, 125.00 feet; thence North 89 degrees 19 minutes 02 seconds East 41.00 feet; thence North 65 degrees 13 minutes 23 seconds East 26.42 feet; thence South 00 degrees 03 minutes 30 seconds East 130.00 feet; thence North 89 degrees 56 minutes 30 seconds East 138.94 to the beginning point. Containing 4.69 acres, more or less, and subject to all legal highways, rights of way and easements of record;

AND EXCEPT FROM TRACT B:

Brookshire Subdivision, Section Five (5) more particularly described as follows:

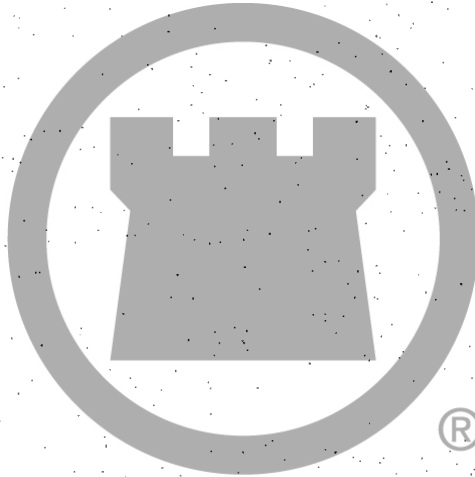
Part of the East half of the Southeast quarter of Section 35, Township 15 North, Range 1 East of the Second Principal Meridian in Guilford Township, Town of Plainfield, Hendricks County, Indiana and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said half quarter section; thence South 00 degrees 14 minutes 52 seconds East along the East line of said half quarter section 660 feet to the point of beginning; thence South 00 degrees 14 minutes 52 seconds East 245.00 feet; thence South 89 degrees 56 minutes 30 seconds West 138.94 feet; thence North 00 degrees 03 minutes 30 seconds West 130.00 feet; thence South 65 degrees 13 minutes 23

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BOOK /// PAGE 55

seconds West 26.42 feet; thence South 89 degrees 19 minutes 02
seconds West 41.00 feet; thence North 00 degrees 04 minutes 58
seconds West 125.00 feet; thence North 89 degrees 19 minutes 02
seconds East 38.00 feet; thence North 89 degrees 33 minutes 54
seconds East 167.50 feet to the beginning point. Containing
0.96 acre, more or less and subject to all legal highways,
rights of way and easements of record.



CHICAGO TITLE

-5-

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BOOK 111 PAGE 56

EXHIBIT B
LEGAL DESCRIPTION

TRACTS A - Lots:

The following described real estate situate in Hendricks County, Indiana, and being more particularly described as follows:

Lots Numbered Four (4), Five (5), Seven (7), Eight (8), and Nine (9) in Brookshire, Section One (1), a subdivision in the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded March 19, 1985 in Plat Book 11, page 47, in the office of the Recorder of Hendricks County, Indiana; and

Lots Numbered Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40) and Forty-one (41) in Brookshire, Section Three (3), a subdivision in the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded January 23, 1987 in Plat Book 12, page 4, in the office of the Recorder of Hendricks County, Indiana; and

Lots Numbered Forty-two (42), Forty-three (43), Forty-five (45), Forty-six (46), Forty-nine (49), Fifty-three (53) and Fifty-four (54) in Brookshire, Section Four (4), a subdivision in the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded January 27, 1986 in Plat Book 11, page 88, in the office of the Recorder of Hendricks County, Indiana; and

Lot Numbered Sixty (60) in Brookshire, Section Five (5), a subdivision in the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded July 25, 1985 in Plat Book 11, page 59, in the office of the Recorder of Hendricks County, Indiana; and

TRACT B:

A part of the Southeast Quarter of Section 35, Township 15 North, Range 1 East in the Town of Plainfield, Hendricks County, Indiana, being more particularly described as follows, to-wit:

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Being a part of the East half of the Southeast Quarter of Section 35, Township 15 North, Range 1 East and beginning at a point on the East Quarter Section line 660.00 feet South 0° 14' 52" East of the Northeast Corner of the Southeast Quarter of said Section; thence running on and along said East Quarter Section line bearing South 0° 14' 52" East for a distance of 803.38 feet to a point; thence bearing South 89° 03' 21" West for a distance of 916.86 feet to a point; thence bearing North 0° 03' 30" West for a distance of 807.60 feet to a point; thence bearing North 89° 18' 57" East for a distance of 42.18 feet to a point; thence bearing South 0° 14' 52" East for a distance of 40.00 feet to a point; thence bearing North 89° 19' 02" East for a distance of 703.50 feet to a point; thence bearing North 0° 14' 52" West for a distance of 40.00 feet to a point; thence bearing North 89° 33' 54" East for a distance of 167.50 feet to the point of beginning;

EXCEPT FROM TRACT B:

Brookshire Subdivision, Section One (1) more particularly described as follows:

A part of the East half of the Southeast quarter of Section 35, Township 15 North, Range 1 East of the Second Principal Meridian in Guilford Township, Town of Plainfield, Hendricks County, Indiana and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said half quarter section; thence South 00 degrees 14 minutes 52 seconds East along the East line of said half quarter section 660.00 feet to the southeast corner of W. E. Miller's Resubdivision of Miller-Mack Addition to the Town of Plainfield, Indiana, as per plat thereof recorded in Plat Book 4, page 54 in the office of the Recorder of Hendricks County, Indiana; thence South 89 degrees 33 minutes 54 seconds West along the South line of Lot 3 in said addition 167.50 feet to the southwest corner of said lot 3; thence South 89 degrees 19 minutes 02 seconds West 108.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 19 minutes 02 seconds West 595.50 feet; thence South 89 degrees 18 minutes 57 seconds West 42.18 feet to the southwest corner of said addition also the northeast corner of Cragwood, an addition to the Town of Plainfield, Indiana, as per plat thereof recorded in Plat Book 7, page 67 in the office of the Recorder of Hendricks County, Indiana; thence South 00 degrees 03 minutes 30 seconds East along the east line of said Cragwood Addition 253.05 feet; thence North 89 degrees 56 minutes 30 seconds East 125.00 feet; thence North 88 degrees 26 minutes 20 seconds East 50.02 feet; thence North 89 degrees 56 minutes 30 seconds East 250.00 feet; thence North 86 degrees 12 minutes 01

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seconds East 50.11 feet; thence North 89 degrees 56 minutes 30 seconds East 125.00 feet; thence North 00 degrees 03 minutes 30 seconds West 80.00 feet; thence North 37 degrees 39 minutes 48 seconds East 63.75 feet; thence North 00 degrees 40 minutes 58 seconds West 125.00 feet to the point of beginning. Containing 3.638 acres, more or less and subject to all legal highways, rights of way and easements of record;

AND EXCEPT FROM TRACT B:

Brookshire Subdivision, Section Three (3) more particularly described as follows:

Commencing at the Northeast Corner of said half quarter section; thence South 00°14'52" East along the East line of said half quarter section 1462.67 feet; thence South 89°03'21" West 314.82 feet to the point of beginning of this description; thence North 00°03'30" West 549.87 feet; thence South 89°56'30" West 124.92 feet; thence South 86°12'00" West 50.11 feet; thence South 89°56'30" West 125.00 feet; thence South 00°03'30" East 420.00 feet; thence South 10°42'36" West 133.98 feet; thence North 89°03'21" East 324.99 feet to the beginning point. Containing 3.83 acres, more or less, and subject to all legal highways, rights-of-way and easements of record;

AND EXCEPT FROM TRACT B:

Brookshire Subdivision, Section Four (4) more particularly described as follows:

Part of the East half of the Southeast quarter of Section 35, Township 15 North, Range 1 East of the Second Principal Meridian in Guilford Township, Hendricks County, Town of Plainfield, Indiana and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said half quarter section; thence South 00 degrees 14 minutes 52 seconds East along the East line of said half quarter section 905.00 feet to the point of beginning of this description; thence continue South 00 degrees 14 minutes 52 seconds East 557.67 feet; thence South 89 degrees 03 minutes 21 seconds West 314.82 feet; thence North 00 degrees 03 minutes 30 seconds West 629.85 feet thence North 37 degrees 39 minutes 48 seconds East 63.75 feet; thence North 00 degrees 40 minutes 58 seconds West 125.00 feet; thence North 89 degrees 19 minutes 02 seconds East 70.00 feet; thence South 00 degrees 40 minutes 58 seconds East, 125.00 feet; thence North 89 degrees 19 minutes 02 seconds East 41.00 feet; thence North 65 degrees 13 minutes 23 seconds East 26.42 feet; thence South 00 degrees 03 minutes 30 seconds East 130.00 feet;

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BOOK /// PAGE 59

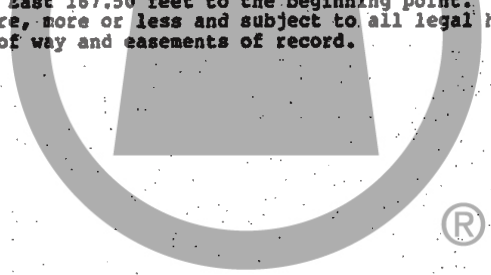
thence North 89 degrees 56 minutes 30 seconds East 138.94 to the beginning point. Containing 4.69 acres, more or less, and subject to all legal highways, rights of way and easements of record;

AND EXCEPT FROM TRACT B:

Brookshire Subdivision, Section Five (5) more particularly described as follows:

Part of the East half of the Southeast quarter of Section 35, Township 15 North, Range 1 East of the Second Principal Meridian in Guilford Township, Town of Plainfield, Hendricks County, Indiana and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said half quarter section; thence South 00 degrees 14 minutes 52 seconds East along the East line of said half quarter section 660 feet to the point of beginning; thence South 00 degrees 14 minutes 52 seconds East 245.00 feet; thence South 89 degrees 56 minutes 30 seconds West 138.94 feet; thence North 00 degrees 03 minutes 30 seconds West 130.00 feet; thence South 65 degrees 13 minutes 23 seconds West 26.42 feet; thence South 89 degrees 19 minutes 02 seconds West 41.00 feet; thence North 00 degrees 04 minutes 58 seconds West 125.00 feet; thence North 89 degrees 19 minutes 02 seconds East 38.00 feet; thence North 89 degrees 33 minutes 54 seconds East 167.50 feet to the beginning point. Containing 0.96 acre, more or less and subject to all legal highways, rights of way and easements of record.



CHICAGO TITLE

3112c012687

BOOK 111 PAGE 60

AMENDMENT BALLOT

My (our) vote on the proposed Amended Declaration of Covenants and Restrictions submitted by Charles F. Lieske by letter dated February 16, 1987, is as follows:

Disapprove Approve

Signature - Written

Stephen T. Sudler
Signature - Written

Signature - Printed

STEPHEN T. SUDLER
Signature - Printed

Dated: 2/21/87

I/we own Lot 12 in Brookshire.



CHICAGO TITLE

Page 1 of 8 Pages of Exhibit C

BMW CONSTRUCTORS

3112c012687

FEB 25 1987

BOOK III PAGE 61

RECEIVED
AMENDMENT BALLOT

My (our) vote on the proposed Amended Declaration of
Covenants and Restrictions submitted by Charles F. Lieske by
letter dated February 16, 1987, is as follows:

_____ Disapprove Approve

Mark A. Henson
Signature - Written

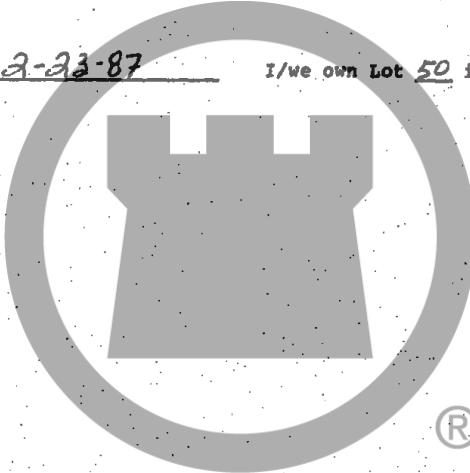
Patti Kay Henson
Signature - Written

MARK A HENSON
Signature - Printed

PATTI KAY HENSON
Signature - Printed

Dated: 2-23-87

I/we own Lot 50 in Brookshire.



Page 2 of 8 Pages of
Exhibit C

CHICAGO TITLE

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BOOK 111 PAGE E2
BMW CONSTRUCTORS
FEB 25 1987
RECEIVED

AMENDMENT BALLOT

My (our) vote on the proposed Amended Declaration of Covenants and Restrictions submitted by Charles F. Lieske by letter dated February 16, 1987, is as follows:

Disapprove Approve

Michael C. Cook
Signature - Written

Linda S. Cook
Signature - Written

MICHAEL C. COOK
Signature - Printed

Linda S. Cook
Signature - Printed

Dated: 2-22-87

I/we own Lot 52 in Brookshire.



CHICAGO TITLE

3112c012687

BOOK III PAGE 63

AMENDMENT BALLOT

My (our) vote on the proposed Amended Declaration of Covenants and Restrictions submitted by Charles F. Lieske by letter dated February 16, 1987, is as follows:

Disapprove Approve

James R. Wilson
Signature - Written

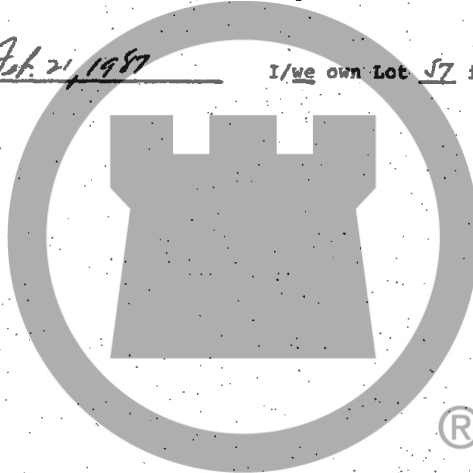
Mildred E. Wilson
Signature - Written

JAMES R. WILSON
Signature - Printed

MILDRED E. WILSON
Signature - Printed

Dated Feb. 21, 1987

I/we own Lot 57 in Brookshire.



CHICAGO TITLE
Page 4 of 8 Pages of Exhibit C

4126c022487

BOOK III PAGE 61

AMENDMENT BALLOT

My vote on the proposed Amended Declaration of Covenants and Restrictions submitted by Charles F. Lieske by letter dated February 16, 1987, is as follows:

Disapprove X Approve

Charles F. Lieske
Charles F. Lieske

Dated: 2/27/87

I own platted lots 4, 5, 7, 8, 9, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 46, 49, 53, 54 and 60 in the Brookshire Subdivision and unplatted lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in the Brookshire Subdivision. ®

CHICAGO TITLE

Page 5 of 8 Pages of Exhibit C

3112c012687

BOOK 111 PAGE 65

AMENDMENT BALLOT

My (our) vote on the proposed Amended Declaration of Covenants and Restrictions submitted by Charles F. Lieske by letter dated February 16, 1987, is as follows:

Disapprove Approve

Larry A. James
Signature - Written

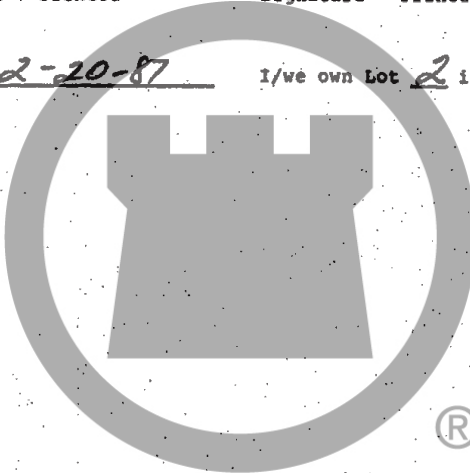
Sandra J. James
Signature - Written

LARRY A. JAMES
Signature - Printed

Sandra J. James
Signature - Printed

Dated: 2-20-87

I/we own Lot 2 in Brookshire.



Page 6 of 8 Pages of Exhibit C
CHICAGO TITLE

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AMENDMENT BALLOT

BOOK 111 PAGE 66

My (our) vote on the proposed Amended Declaration of Covenants and Restrictions submitted by Charles F. Lieske by letter dated February 16, 1987, is as follows:

Disapprove Approve

Lynn A. Hagar
Signature - Written

Rhonda C. Hagar
Signature - Written

LYNN A. HAGAR
Signature - Printed

Rhonda C. Hagar
Signature - Printed

Dated: 2/20/87

I/we own Lot 3 in Brookshire.



CHICAGO TITLE

3112c012687

AMENDMENT BALLOT

BOOK 111 PAGE 67

My (our) vote on the proposed Amended Declaration of Covenants and Restrictions submitted by Charles F. Lieske by letter dated February 16, 1987, is as follows:

Disapprove Approve

George A. Page
Signature - Written

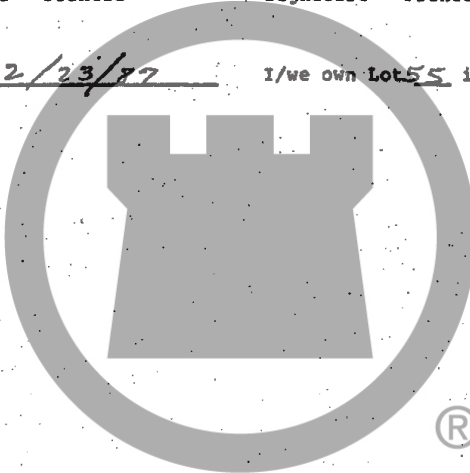
Lois B. Page
Signature - Written

GEORGE A. PAGE
Signature - Printed

LOIS B. PAGE
Signature - Printed

Dated: 2/23/87

I/we own Lot 55 in Brookshire.



CHICAGO TITLE

Page 8 of 8 Pages of Exhibit C