



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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

EXHIBIT A
PLAT OF BRENTWOOD SUBDIVISION
SECTION ONE

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.

1 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 D. Urbaniak 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, Easements or Lakes Areas
- 2.9 Common Area "Common Area" shall mean those areas shown as Common Area on the Plat or Plans 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 lines, pipes and structures, and other structures, fixtures, properties, equipment and facilities of 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 Area. "Lake Area" means those areas reserved to 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 Mortgage. The term "Mortgage" 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 District 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 AECC Real Estate and adjoining property and (ii) for the HOA for access to maintenance, repair and replacement of such drainage systems; 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 Easements.

3.5 Unoperatively 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 Nuisance. 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 target 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.

3.26 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 plat 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 to Declarant relinquishing control of the Association; the Lake Lot Owners shall specifically adopt rules and regulations relating to landscaping, diking, 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/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 silt, 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.

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 of this Declaration which is not cured within sixty (60) days.

6.8 Non-payment of Assessments Remedy 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 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.

6 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 Brexwood 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

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 Owner 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 06/26/97 and recorded in the Johnson County Recorder's Office at Book 67, Page 867.

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")

[Signature]
John B. Urbahn, President

CONSENT TO DECLARATION: BY:
MIL SCHOTTENSTEIN HOMES, INC.
An Ohio Corporation

BY: [Signature]
Ann Carter, Authorized Representative

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

BY: [Signature] VICE-PRESIDENT
Jim McKenzie, Authorized Representative

STATE OF INDIANA)
COUNTY OF JOHNSON)

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

My Commission Expires:
6-13-98

[Signature]
Notary Public
Resident of [Signature] County

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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 NVI Schuttentrstein 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 J. Tucker
Notary Public Linda J. Tucker
Resident of Johnson County, IN

This document prepared by:
Joe N. Van Fuler, Attorney at Law
VAN FULER WILLIAMS & HEWITT
100 South Jackson Ave. Suite 400 P.O. Box 403
Greenwood, Indiana 46142
(317) 858-1121

JAN 24 3 07 PM '95

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BOOK 68 PAGE 164
JEAN HARRISON
JOHNSON COUNTY RECORDER