

**Declaration of Covenants, Conditions and Restrictions
of
The Villas at Brighton Point**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made
this 2 day of October, 2000, by Brighton Point Villas, LLC.

R E C I T A L S

- (A) Declarant is the sole owner of the fee simple title to the Real Estate; and
- (B) Declarant plans to improve the Real Estate by constructing twenty-six (26) Villas upon the Real Estate in The Villas at Brighton Point.
- (C) Declarant intends to sell the individual Lots and Villas together with the right to use the Easement Areas.

NOW, THEREFORE, Declarant declares that The Villas at Brighton Point subjected to the terms of this Declaration shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of the Real Estate and of each and every person or entity who now or in the future owns any Villa within The Villas at Brighton Point.

Section 1. Definitions. The following terms used in this Declaration shall have the following meanings:

1.1. **Applicable Date.** "Applicable Date" means the first to occur of the following events: (i) the date the Class "B" member voluntarily resigns by tendering a written resignation to the resident agent of the Association; or, (ii) the date when Declarant sells all lots in all Phases of The Villas at Brighton Point; or, (iii) March 1, 2010.

1.2. **Association.** "Association" means The Villas at Brighton Point Homeowners' Association, Inc., its successors and assigns, an Indiana not-for-profit corporation which is the incorporated association of Owners, more particularly described in Section 10. A copy of the *Articles of Incorporation* for the Association is attached as **Exhibit "A"**.

1.3. **Board of Directors.** "Board of Directors" means the governing body of the Association elected by the Owners in accordance with the Bylaws.

1.4. **Bylaws.** "Bylaws" means the Bylaws of the Association, providing for the administration and management of the Association, a true copy of which is attached to this Declaration as **Exhibit "B"** and incorporated herein by reference.

1.5. Declarant. "Declarant" means Brighton Point Villas, LLC developer of The Villas at Brighton Point, and any successor or assignee of its interest in all or part of The Villas at Brighton Point or in this Declaration under an instrument or instruments which expressly state that the successor or assignee thereunder shall become the Declarant for purposes of this Declaration.

1.6. Delinquency Date. "Delinquency Date" means the date which is ten (10) days after the due date of any Regular or Special Assessment.

1.7. Easement Area. "Easement Area" means all the area in The Villas at Brighton Point outside the boundaries of any Lot, including without limitation the Landscape, Signage & Utility Easement and the Access, Utility, Drainage & Landscape Easements.

1.8. Easement Expenses. "Easement Expenses" means the expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Easement Area and other costs and expenses incurred by the Association for the common benefit of all Owners; provided, however, that Easement Expenses shall not include any costs of initial construction of any Villa.

1.9. Lot. "Lot" means any plot of ground designated as such upon the recorded Plat of The Villas at Brighton Point or any part and thing upon which one (1) Villa is constructed, is to be constructed or has existed. Whenever used in the Declaration, "Lot" will be deemed to include the Villa, if any, located thereon.

1.10. Mortgagee. "Mortgagee" means the holder of any recorded first mortgage lien on any Lot.

1.11. Owner. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, which owns the record fee simple title to a Lot; provided that persons or entities owning a single Lot as tenants in common, joint tenants, tenants by the entireties or any form of joint or divided ownership, shall be deemed one Owner for purposes of this Declaration.

1.12. Plat. "Plat" means the Plat prepared by Smith-Neubecker and Associates of The Villas at Brighton Point, being on record in the Office of the Recorder of Monroe County, Indiana, as document number 2000016694 in Plat Cabinet C, Envelope 284.

1.13. Property. "Property" means the Easement Area, Villas and all other improvements of every kind and nature whatsoever, now or hereafter located upon the Real Estate and used in connection with the operation, use and enjoyment of The Villas at Brighton Point.

1.14. Real Estate. "Real Estate" means the real property described on **Exhibit "C"**, which has been subjected to this Declaration and all of the Property located upon the Real Estate.

1.15. The Villas at Brighton Point. "The Villas at Brighton Point" means the single-family development known as The Villas at Brighton Point, as platted.

1.13. Villa. "Villa" means one of the attached single-family residential living units constructed upon a Lot.

Section 2. Declaration. Declarant hereby expressly declares that the Real Estate shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

Section 3. Description of The Villas at Brighton Point. The Villas at Brighton Point consists of twenty-six (26) Lots numbered 1 through 26, inclusive, together with the Easement Area shown on the Plat. The size of the Lots are as designated on the Plat. The legal description for each Lot in The Villas at Brighton Point shall be as follows:

Lot _____ in The Villas at Brighton Point, a subdivision in Monroe County, Indiana, as per Plat thereof recorded _____ in Plat Cabinet _____, Envelope _____ in the Office of the Recorder of Monroe County, Indiana.

Section 4. Lots and Easements. The boundaries of each Lot in The Villas at Brighton Point shall be as shown on the Plat; provided, however, in the event any vertical boundary line of any Villa does not coincide with the actual Lot line because of inexactness of initial construction, settling after construction or for any other reason, the boundary lines shall be deemed to be treated for purposes of occupancy, possession, maintenance, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Lot in and to such base line outside the actual boundary line of the Lot.

Section 5. Easement Area. Easement Area includes all area within The Villas at Brighton Point, except the Lots, including but not limited to the interior roads, sidewalks, parking areas, entrance and signage. Declarant warrants and guarantees to the Association, for one year from the date Declarant executes the Warranty Deed to the Association transferring the Easement Area, that all materials and workmanship are free from material defects and that all improvements in the Easement Area have been constructed in substantial compliance with the requirements of applicable government ordinances. This warranty specifically excludes any claims for defects in landscaping materials or paving surfaces. Upon receipt from any Owner of a written notice specifically identifying the defective condition, Declarant shall, within sixty (60) days thereof, inspect the Easement Area and if such inspection discloses material defects in material or workmanship, Declarant will, without cost to the Association, remedy such defects within a reasonable time. Declarant shall not be responsible for any conditions, defects or damage which are the result of ordinary expansion and contraction or caused by acts of God. If no written

claim is made as provided herein within one (1) year after the deed is executed by Declarant, all claims against Declarant are expressly waived by the Association and all Owners with respect to the Easement Area.

Section 6. Ownership of Easement Area. The Easement Area shall be conveyed to or owned by the Association, and shall be held for the use and enjoyment of the Owners, all of whom shall have the right and easement of enjoyment in and to the Easement Area which right shall pass with title to every Lot, subject to the provisions of this Declaration, including but not limited to the following:

6.1. The right of the Association, upon approval by a written instrument signed by two-thirds of all Class A and B Owners and by two-thirds of all first Mortgagees, to dedicate or transfer all or any part of the Easement Area to any public agency, authority or utility for such Easement Area purposes and subject to such conditions as may be agreed by the Association.

6.2. The right of the Association to adopt such rules and regulations regarding the Easement Area as it deems necessary as provided in Section 11.

6.3. The Easement Area in The Villas at Brighton Point shall be conveyed to or owned by the Association at the time of conveyance of the last Lot in The Villas at Brighton Point; provided, however, that expenses relating to the maintenance of the Easement Area within The Villas at Brighton Point are to be included within the Association budget from the time of conveyance of the first Lot in The Villas at Brighton Point.

Section 7. Delegation of Use of the Easement Area. Any Owner may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Association, his right of enjoyment, and the use of the Easement Area and facilities to members of his family, his tenants or contract purchasers who reside in any Villa.

Section 8. Encroachments and Easements in Easement Area. If by reason of inexactness of construction, settling after construction or for any other reasons, any Easement Area encroaches upon any Lot, an easement shall be deemed to exist and run to the Association for the maintenance, use and enjoyment of such Easement Area.

Each Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, located in any other Villas or in the Easement Area and serving his Villa.

Section 9. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the Easement Area in the performance of their duties. An easement is

also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewer, gas, telephone and electricity on the Property, provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines or other utilities, except as initially designed and approved by Declarant on the Plat or as thereafter may be approved by Declarant or by the Board of Directors. By virtue of this easement the electrical and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electrical and telephone wires, circuits and conduits. All utility pipes, conduits, wires or circuits will be installed underground. In the event any utility furnishing service should request a specific easement by a separate recordable document, Declarant shall have the right to grant such easement on such Property, without conflicting with the terms of this section. The easements granted herein shall in no way affect any other recorded easement on the Property.

Section 10. Association. In order to provide for the maintenance and repair, replacement, administration, operation and ownership of the Easement Area, and to perform such other function as may be designated to it, there is hereby created a not-for-profit corporation which shall be known as The Villas at Brighton Point Homeowners' Association, Inc. Each Owner shall automatically be a Member of the Association, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner; provided, however, any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association. The Association shall have two classes of Members:

10.1. Class A. Class A Members shall be all Owners except Declarant and shall be entitled to one vote for each Lot owned. All persons holding an interest in any Lot shall be Members provided, however, each Lot represented shall have only one vote as the Owners of such Lot may determine.

10.2. Class B. The Class B Member shall be Declarant and Declarant shall be entitled to ten (10) votes for each Lot owned. The Class B Membership shall cease and terminate upon the Applicable Date.

The initial Board of Directors shall be as designated in the Articles of Incorporation, and such Directors, notwithstanding any provision in this Declaration or the Articles or the Bylaws to the contrary, shall be Directors until the Applicable Date. If there is a vacancy in the initial Board for any reason prior to the Applicable Date every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the initial Board. After the Applicable Date, the Association shall elect a Board of Directors annually in accordance with and as prescribed by the Bylaws. The Members shall be entitled to vote for the election of the Board of Directors in accordance with the procedure outlined in the Bylaws. The Board of Directors shall be the governing body of the Association representing all of the Members and being responsible for the functions and duties of the Association including but not limited to the

management, maintenance, repair, replacement and upkeep of the Easement Area. The Easement Area shall be owned, operated and managed by the Association.

Section 11. Right of Board of Directors to Adopt Rules and Regulations. The Board of Directors may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to the use of the Easement Area, as it may deem necessary from time to time. Such rules as are adopted may be amended by vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered and mailed promptly to all Owners.

Section 12. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot, but are assessed and taxed on the Real Estate as a whole, without a breakdown for each Lot, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land comprising the Real Estate assessed as a whole, which shall be the ratio that the square footage in his Lot bears to the total square footage of all the land comprising the Real Estate assessed as a whole; and shall pay his proportionate share of the real estate taxes assessed on any improvements constructed on his Lot. Any real estate taxes or other assessments which are chargeable against the Easement Area shall be paid by the Association and treated as a Easement Expense.

Section 13. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Easement Expense, unless otherwise determined by the Association.

Section 14. Maintenance, Repairs and Replacements. Each Owner shall at his expense be responsible for the maintenance, repairs, decoration and replacement within his own Villa except as may otherwise be provided herein. All fixtures and equipment installed within the Villa commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Villa shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair in his Villa, which if neglected, might adversely affect any Villa, Easement Area or the value of the Property. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, doors, windows, lamps, and all other accessories belonging to the Owner and appurtenant to the Villa. Maintenance, repairs, replacements and upkeep of the Easement Area shall be furnished by the Association, as a part of the Easement Expense.

In addition to the maintenance of the Easement Area, the Association shall provide exterior maintenance upon each Lot and Villa for the following: exterior paint, repair, replacement and care of all exterior doors (including garage doors), roofs, gutters, downspouts, patios, decks, exterior building surfaces, and other exterior improvement. "Other exterior improvement" shall not include any glass surfaces, screens, window fixtures, or other hardware; such maintenance shall be the sole responsibility of the Owner.

The cost of maintaining, servicing and operating any sewer lateral that serves Villas in The Villas at Brighton Point from the point where the sewer line exits the Villa to the point where the sewer lateral connects to the City of Bloomington sewer main shall be a Easement Expense borne by the Association. The Association agrees to indemnify and hold the City of Bloomington, Indiana harmless from any claim for injury or damage arising as a result of the Association's failure to properly maintain, service or operate any single sewer lateral that serves two (2) Villas. Further, each Owner hereby waives its claim, if any, that may arise from the Association's negligent maintenance, service or operation of such sewer lateral.

The Association shall also maintain in accordance with good horticultural practices the shrubs and trees which the Declarant or the Association planted in the area of each Lot. If, in the judgment of the Association, any shrub or tree needs replacement, the Association shall, at its sole expense, replace the shrub or tree.

The Association shall also maintain any trees, shrubs, grass or walks which the Association or Declarant originally planted or installed upon any Lot. Any trees, shrubs, annual flower, perennial flower, plants or other landscaping planted or installed by an Owner upon the Owner's Lot shall be maintained by the Owner.

The Owner shall be responsible for watering the grass located on Owner's Lot.

If the need for maintenance and repair results from the willful or negligent act of the Owner, his family, guests or invitees, and is not covered or paid for by insurance on such Lot, the cost of such maintenance or repair shall be borne by the Owner, and shall be added to and become a part of the assessment to which his Lot is subject and be subject to the same method of collection as the Regular Assessment.

Each Owner grants the Association, its representatives, agents and employees an irrevocable right to enter the Owner's Lot for the purpose of discharging the Association's maintenance and repair responsibilities described in this Section 14.

The Board of Directors, or their designated agents, shall have the right at reasonable times, and upon reasonable prior notice (except in cases of emergency in which case no notice will be required) to enter into each individual Villa for purposes of inspection of the Easement Area appurtenant thereto, and replacement, repair and maintenance of the same.

Section 15. Alterations, Additions and Improvements. Without the prior written approval of the Board of Directors, no Owner may make any alterations, additions, improvements, repairs, change of colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or Villa located thereon from its natural or improved state existing on the date such Lot was first conveyed by Declarant to the Owner except as otherwise expressly provided in this Declaration.

Section 16. Assessments. Regular and Special Assessments shall be determined and collected as follows:

16.1. Annual Accounting. Once annually, after the close of each calendar year of the Association but prior to the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished each Owner a financial statement, which statement shall show all receipts and expenses received, incurred or paid during the preceding calendar year.

16.2. Proposed Annual Budget. Annually on or before the date for notice of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Easement Expenses for the ensuing year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The proposed annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption, and if so adopted shall be the basis for the Regular Assessments for the ensuing calendar year. At the annual meeting of the Owners, the proposed budget may be approved in whole or in part, or may be amended in whole or in part by a majority of the Owners present or represented at the meeting (provided a quorum is present); provided, however, in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owner shall not constitute a waiver or release of the Owner to pay the Easement Expenses.

16.3. Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Easement Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Lot based on the total amount of said budget divided by the total number of Lots, except Lots owned by Declarant (herein called the "Regular Assessment"). The Regular Assessment against each Villa shall be paid in twelve (12) monthly installments on the first day of each month beginning in January following adoption of the budget. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors as directed by the Board of Directors; provided, however, that any Owner may elect to pay Regular Assessments in advance. The Regular Assessment for each year shall become a lien on each separate Lot and Villa except Lots owned by Declarant as of the date of the adoption of the annual budget.

16.4. Special Assessments. In addition to the Regular Assessments authorized above, the Association may levy such Special Assessments as may be necessary for the purpose of defraying, in whole or in part: (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto; and, (2) the expense of any other contingencies or events not provided for in the annual budget or the reserves and working capital of the Association; provided that

no Special Assessments shall be levied without the assent of a majority of the Owners at a meeting duly called for this purpose. Each Owner, except Declarant, shall pay the Association a Special Assessment based on the total sum approved to meet the costs and expenses as heretofore provided divided by the total number of Lots in The Villas at Brighton Point, except Lots owned by Declarant shall not be included. The Association may, in connection with the levy of any Special Assessment, specify that the same shall be payable in installments and specify the due dates thereof.

16.5. Adjustments. In the event that the approved budget and Regular Assessments plus the reserves and working capital of the Association provide insufficient to meet the Association's actual expenses in any year, such deficiencies may be corrected through one or more Special Assessments. In the event the approved and Regular Assessments exceed actual expenses in any year, such surplus shall be retained and used to offset expenses in the next year(s) or returned to the Owners proportionately as the Board of Directors shall elect.

16.6. Temporary Budget and Assessments. If for any reason an annual budget and the Regular Assessments for any year have not been determined as of January 1 of any such year, the budget and Regular Assessments in effect during the preceding year shall continue in effect until such time as the annual budget and Regular Assessments are determined in accordance with the Declaration and the By-Laws; provided, however, that said preceding budget and Regular Assessments may be increased by up to fifteen percent (15%) as the Board of Directors, by majority vote, may deem necessary in said temporary budget and Regular Assessments.

16.7. Reserve Funds. The Association shall be obligated to establish a reserve fund for the repair of the Easement Area based upon good faith estimates of the useful life and replacement cost of such Easement Area made or obtained by the Association. The reserve fund shall be funded through the payments by the Owners of Regular Assessments and not by an extraordinary or Special Assessment. Extraordinary expenditures not originally included in the annual estimate that become necessary during the year shall be charged first against the reserve fund so established before any Special Assessment is made or levied therefor. All amounts held by the Association pursuant to this Section 16.7 shall be maintained in a federally-insured, account and any interest thereon shall be added to and deemed a part of such fund.

16.8. Status of Funds Collected by Association. All funds collected pursuant to this Section 16 shall be held and expended by the Association solely for the purposes designated herein, and, except for such adjustments as may be required to reflect delinquent or prepaid Regular or Special Assessments, shall be deemed to be held for the use, benefit and account of the Owners for the payment of Easement Expenses.

16.9. Accounting Practices of the Association. The annual budget, the Regular Assessment and all sums assessed by the Association shall be established by using

generally accepted accounting principles. The annual budget and the Regular Assessment shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Easement Area and of Villas to the extent such capital expenditures and replacement and repair is the obligation of the Association, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Easement Area. Such replacement reserve fund for capital expenditures and repair of the Easement Area shall be maintained by the Association in a separate, federally insured interest-bearing account or accounts selected from time to time by the Board of Directors.

16.10. Collection of Assessments. Each Assessment shall be due and payable on the due date thereof as specified in this Declaration or in the Bylaws, or if not so specified, then on any due date(s) determined by the Board of Directors. Any Regular or Special Assessment which is not paid in full by the Delinquency Date shall be deemed delinquent without further notice or demand to the defaulting Owner, and shall bear interest on the unpaid balance thereof from the Delinquency Date until fully paid, at a rate of interest equal to eighteen percent (18%) per annum. In the event that any costs or expenses, including attorney's fees, are incurred by or on behalf of the Association with respect to the recovery or collection of any delinquent Assessment, all such costs and fees shall be due and payable immediately by such delinquent Owner and shall bear interest from the date incurred until paid in full, at a rate of interest equal to eighteen percent (18%) per annum. All interest and all costs and expenses payable hereunder with respect to a delinquent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Lot and Villa as of the date on which such delinquent Assessment first became a lien. In the event that any Assessment is not fully paid on or before the Delinquency Date, the Association shall be entitled to accelerate and declare due and payable in full all installments of Assessments due for the calendar year in which such delinquency occurs, and to enforce payment of the same by foreclosure of said lien and/or other appropriate legal proceedings in accordance with the laws of the State of Indiana. The Owner and any occupant of the Villa shall be jointly and severally liable for the payment to the Association of reasonable rental for such Villa and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Villa and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board of Directors may at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same.

16.11. Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles of Incorporation of the Association or the Bylaws, any sale or transfer of a Lot or Villas to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as

to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien cannot relieve the prior Owner from personal liability therefor.

Section 17. Insurance. Each Villa in The Villas at Brighton Point will be insured with the same insurance company chosen by the Board of Directors of the Association. The limit of insurance for each Villa will be equal to the full replacement cost thereof and each owner will be responsible for the premium for their individual Villa. Such insurance coverage shall be for the benefit of each Owner, the Homeowner's Association and the Owner's Mortgagee (if applicable). In the event of damage or destruction to any Villa, the Owner, Mortgagee (if applicable) and Homeowner's Association shall use such insurance proceeds to repair or restore the damaged property. If for any reason an Owner does not pay the premium allocated to their Home, the Association will add such cost to the Owner's Assessment, which will become immediately due and payable.

The Association, acting through its Board of Directors, shall obtain fire and extended coverage insurance insuring all improvements in the Easement Area, in an amount equal to the full replacement cost thereof. The Association shall also obtain comprehensive public liability insurance in such limits as the Board of Directors shall deem appropriate together with workmen's compensation and other liability insurance if deemed necessary and appropriate by the Board of Directors. Such insurance shall also cover any liability claims of any Member of the Association. The premium for the insurance obtained by the Association shall be paid by the Association as part of the Easement Expenses.

Each Owner shall have the right to purchase at his own expense any additional insurance he may deem necessary, and each Owner shall be solely responsible for homeowner's liability insurance and for the insurance on the contents of his Villa and his personal property stored elsewhere on the Property. All insurance obtained, whether obtained by the Association or the Owners, including but not limited to insurance on the individual Villas, insurance on improvements in the Easement Area and liability insurance, shall provide that the insurance company providing such insurance waives its right of subrogation, if any, against the Owners, the Association and their agents.

Section 18. Casualty and Restoration. In the event of damage or destruction of any Villa by fire or other casualty, the Owner thereof shall cause such Villa to be promptly repaired and restored. The proceeds of insurance carried for the benefit of the Owner and Mortgagee for such purpose shall be applied to the cost of such restoration. If the insurance proceeds are inadequate to cover the costs of reconstruction or if there are no proceeds, the Owners of the Villas directly affected by the damage shall pay the cost for restoring the Villa. A Villa shall be deemed directly affected if and only if a part of such Villa, including but not limited to, any party wall of such Villa, is damaged or destroyed. If any Owner fails or refuses to reconstruct his Villa when required, the Association may pursue whatever legal means are available to cause such restoration, including but not limited to the Association completing the restoration and paying the cost thereof, with the cost attributable to the Owner or Owners who refuse or fail to make the

restoration when required becoming a lien on such defaulting Owner's Lot and subject to foreclosure in the same manner as provided for Regular Assessments.

The restoration referred to in this Section 18 shall include the construction costs rebuilding the Villas in the same condition as they existed immediately prior to the destruction or damage and with the same type of architecture. Notwithstanding any other provisions in this Declaration, all Villas which are destroyed or damaged shall be restored pursuant to the provisions of this Section 18 of this Declaration, unless a majority vote of the Members of the Association decide that such restoration is not necessary, and all improvements in the Easement Area which are damaged or destroyed shall be restored by the Association unless two-thirds of the Class A and B Members of the Association and two-thirds of all first Mortgagees decide not to make such restoration or to make such restoration in a different manner.

In the event the Association has insurance proceeds which are to be used for the benefit of the Owners, no distribution of such insurance proceeds shall be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event, any remittances shall be to the Owner and his Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Easement Area.

In the event of damage to or destruction of any of the Easement Area due to fire or other casualty or disaster and the insurance proceeds, if any, received by the Association as a result of such fire or other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Easement Area, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Easement Area so damaged and destroyed (or the cost thereof in excess of insurance proceeds received, if any) shall be paid by the Association through a Special Assessment of the Owners with each Owner being assessed an equal amount.

Section 19. Covenants and Restrictions. The following covenants and restrictions on the use and enjoyment of the Lots, Villas, Easement Area and Property are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, by the Association, its successors or assigns. Owners and the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation:

19.1. Except for the initial construction of Villas, no additional buildings shall be erected or located on the Real Estate other than on the Lots or as otherwise shown on the Plat except as originally constructed by Declarant or as approved in writing by the Board of Directors.

19.2. Nothing shall be done or kept in any Villa or in the Easement Area which will cause an increase in the rate of insurance on any other Villa or the contents thereof. No Owner shall permit anything to be done or kept in his Villa or in the Easement Area which will result in the cancellation of insurance on any other Villa or contents thereof, or which would be in violation of any law or ordinance.

19.3. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows, or placed on the outside walls of his Villa and no sign, awning, canopy, shutter or radio or television antennae, or other attachment or things shall be affixed to or placed upon the exterior walls or roofs, or on any parts of any Villa without the prior written consent of the Board of Directors.

19.4. All Lots and the Easement Area shall be kept free and clear of rubbish, debris, and other unsightly materials, except in those areas designated for the temporary storage thereof.

19.5. All Owners and members of their families, guests or invitees, and all occupants of any Villa or any other persons entitled to use the same and to use and enjoy the Easement Area or any part thereof shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board of Directors governing the operation, use and enjoyment of the Easement Area.

19.6. No Owner shall be allowed to plant trees or landscape in the Easement Area, in the Lots, or otherwise on the Property except with express written permission from the Board of Directors.

19.7. No Owner shall erect or permit the erection of any outdoor basketball goal, recreational equipment or other structure, whether permanently installed or on a portable base, anywhere in the Easement Area or on Owner's Lot.

19.8. No outdoor satellite dishes, radio or television antennas or other electronic receivers shall be installed or allowed to remain anywhere on any Lot or in any Easement Area. RCA DSS 19" systems and similarly sized electronic receivers are allowed in the Project if all the system's components are properly located, screened and landscaped in order to conceal them from public view in a manner determined acceptable by Declarant, in Declarant's sole discretion. Following the Applicable Date, the determination as to the location, screening and landscaping for such components shall be determined by the Board of Directors, in the Board of Directors' sole discretion.

19.9. No advertising signs (except one "for sale" or one "for rent" sign per Lot of not more than five square feet), unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot, or Easement Area, nor shall any Lot or Easement Area be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any other Villa or any resident thereof, including,

without limiting the generality of the foregoing noise by the use of any musical instruments, radio, television, loudspeakers, electrical equipment, amplifiers or other equipment or machines. Notwithstanding any provision in this Section or elsewhere in this Declaration or the Bylaws, Declarant may maintain on the Property during the period of construction and sale of the Villas on the Real Estate such facilities as Declarant in its sole discretion deems necessary for the construction and sale of the Lots and Villas including but not limited to a business office, storage area, construction yards, signs, model units, construction office, sales office, management offices, and business offices. At no time shall facilities so used and maintained by Declarant be or become part of the Easement Area unless so designated by Declarant and Declarant shall have the right to remove the same from the Property at any time.

19.10 No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed from any Villa or any Lot where they are visible to other Owners or the public, nor shall any such items be hung out or exposed on any part of the Easement Area. All Lots and the Easement Area shall be kept free and clear of rubbish, debris, and other unsightly materials, except in those areas designated for the temporary storage thereof.

19.11 No industry, trade or any commercial or religious activity, educational or otherwise designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property; provided, however, that this prohibition shall not apply to the business activities, if any, of Declarant, his agents or assigns during the construction and sale period, or of the Association, its successors and assigns, acting in furtherance of its powers and purposes.

19.12 No boats, campers, trailers of any kind, buses, mobile homes, trucks (except pick-up trucks) or any other unconventional vehicles of any description shall be permitted, parked, or stored anywhere within the Property except as expressly designated by the Board of Directors in each instance.

19.13 No animals of any kind shall be raised, bred, or kept in any Villa or any portion of the Easement Area except that small pet dogs, cats, or customary household pets may be kept in a Home, provided that such pet is not kept, bred or maintained for a commercial purpose, and does not create a nuisance. Pets shall be permitted outdoors only under leash and accompanied by an Owner or other person and an Owner shall be fully liable for any injury or damage to any person caused by the Owner's pet, and shall be responsible for removing from such areas the pet's waste materials. The Board of Directors may adopt such other rules and regulations regarding pets as it may deem appropriate and in the event that in the judgment of the Board of Directors any pet is causing or creating a nuisance or unreasonable disturbance or noise, such pet shall permanently be removed from the Property upon written notice of such determination by a majority of the Board of Directors.

Section 20. Notice to Association. Any Owner who places a first mortgage lien upon his Lot or the Mortgagee shall notify the secretary of the Association thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws, or otherwise, shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of the Mortgagee are furnished to the secretary either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage or otherwise.

The Association shall upon request of the Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

Section 21. Amendment of Declaration. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

21.1. **Notice.** Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

21.2. **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by a majority of the votes cast by the Owners.

21.3. **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-Laws.

21.4. **Adoption.** Any proposed amendment to this Declaration must be approved by not less than seventy-five percent (75%) of the Class A and Class B votes cast. In the event any Lot is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed Amendment in the same manner as an Owner, if the Mortgagee has given prior notice its mortgage interest to the Board of Directors in accordance with the provisions of the Declaration.

21.5. **Special Amendment.** No amendment to this Declaration shall be adopted which changes: (1) the applicable share of an Owner's liability for the Easement Expenses or the method of determining the same; or (2) the provisions of Section 17 of this Declaration with respect to casualty insurance to be maintained by the Association; or (3) provisions of Section 18 of this Declaration with respect to reconstruction or repair

in the event of fire or casualty, or (4) changes any of the provisions of Section 16 of this Declaration with respect to the assessments on any Lot, without in each and any of such circumstances, the unanimous approval of all Owners, all Mortgagees and Declarant.

21.6. Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until so recorded.

21.7. Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in the Articles or in the Bylaws until the Applicable Date, Declarant shall have the right acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other person, to amend or supplement this Declaration from time to time; provided, Declarant shall not have the right to adopt a Special Amendment except in accordance with Section 21.5.

Section 22. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions this Declaration, the Articles of Incorporation, and the Bylaws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and rules and regulations, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trust, associations, or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Property in any manner shall be subject to this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations applicable thereto as each may be amended from time to time.

Section 23. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of the insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Lot or its appurtenances or of the Easement Area.

Section 24. Waiver. No Owner may exempt himself from liability for his contribution toward the Easement Expenses by waiver of the use or enjoyment of any of the Easement Area or by abandonment of his Lot.

Section 25. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the Bylaws, and each shall be enforced to the greatest extent permitted by law.

Section 26. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to an include all genders. The singular shall include and refer to the plural and vice versa as appropriate.

Section 27. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and sub-paragraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

Section 29. The Plat. The plat of The Villas at Brighton Point is incorporated into this Declaration by reference and has been filed in the Office of the Recorder of Monroe County, Indiana, as of the 3rd day of October, 2000, in Plat Cabinet C, Envelope 284.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

Brighton Point Villas, LLC
an Indiana limited liability company

By: H. Timothy Winger, Sr.
H. Timothy Winger, Sr.
Member

By: Timothy H. Winger, Jr.
Timothy H. Winger, Jr.
Member

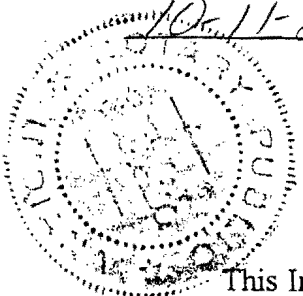
By: Eric C. Stolberg
Eric C. Stolberg
Member

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

H. Timothy Wininger, Sr., Timothy H. Wininger, Jr. and Eric C. Stolberg, members of Brighton Point Villas, LLC personally appeared before me, a Notary Public, in and for said County and State on the 2 day of October, 2000, and who for and on behalf of Brighton Point Villas, LLC acknowledged the execution of the foregoing *Declaration of Covenants, Conditions and Restrictions of The Villas at Brighton Point*, and after being duly sworn, stated that the statements contained therein are true.

My Commission Expires:

10-11-2007



Terri Arwin
Notary Public

Terri Arwin
(Name Printed)

Dawrence
County of Residence

This Instrument Prepared By: James F. Bohrer, **Mallor Clendening Grodner & Bohrer LLP**, 511 Woodcrest Drive, P. O. Box 5787, Bloomington, Indiana 47407-5787, (812) 336-0200.

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EXHIBIT A

**Articles of Incorporation for
The Villas at Brighton Point Homeowners Association, Inc.**

EXHIBIT B

**Bylaws of
The Villas at Brighton Point Homeowners Association, Inc.**

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EXHIBIT C

Real Estate

A part of Parcel B in Brighton Point, Phase I (Plot Cabinet "C", Envelope 279) and also a part of the Northeast Quarter of the Southeast Quarter of Section 2, Township 8 North, Range 1 West in Monroe County, Indiana, and being more particularly described as follows:

COMMENCING at a p. k. nail at the southeast corner of said quarter quarter section: thence NORTH 88 degrees 56 minutes 09 seconds West on the south line of said quarter quarter section 50.03 feet to a $\frac{5}{8}$ " rebar with cap found at the southeast corner of Brighton Point, Phase I (Plot Cabinet "C", Envelope 279); thence continuing NORTH 88 degrees 56 minutes 09 seconds West on said south line 924.09 feet to a $\frac{5}{8}$ " rebar with cap found; thence NORTH 01 degree 24 minutes 49 seconds West along the east line of Land of Booze (D. B. 175, Pg. 278) 682.04 feet to a $\frac{5}{8}$ " rebar with cap found at the southeast corner of said Parcel B; thence NORTH 03 degrees 17 minutes 45 seconds West on the east boundary of said Parcel B 23.48 feet to the POINT OF BEGINNING; thence NORTH 50 degrees 23 minutes 15 seconds West 200.90 feet; thence 103.23 feet on a 75.00 foot non-tangent curve to the right whose chord bears SOUTH 79 degrees 02 minutes 39 seconds West 95.27 feet; thence NORTH 61 degrees 31 minutes 27 seconds West 31.32 feet; thence 16.46 feet on a 23.00 foot radius tangent curve to the left whose chord bears NORTH 82 degrees 01 minute 51 seconds West 16.11 feet; thence 43.76 feet on a 214.00 foot radius tangent curve to the right whose chord bears SOUTH 83 degrees 19 minutes 14 seconds West 43.68 feet; thence SOUTH 89 degrees 11 minutes 26 seconds West 13.31 feet; thence 26.40 feet on a 23.00 foot tangent curve to the left whose chord bears SOUTH 56 degrees 18 minutes 32 seconds West 24.97 feet; thence 25.80 feet on a 63.00 foot radius tangent curve to the right whose chord bears SOUTH 35 degrees 09 minutes 36 seconds West 25.62 feet; thence SOUTH 26 degrees 57 minutes 33 seconds East 93.34 feet; thence SOUTH 03 degrees 17 minutes 45 seconds East 47.01 feet to a point on the south boundary of Parcel B; thence on said south boundary the following three (3) courses: 1) SOUTH 86 degrees 42 minutes 15 seconds West 18.77 feet to a $\frac{5}{8}$ " rebar with cap found; 2) SOUTH 01 degree 10 minutes 50 seconds East 147.35 feet to a $\frac{5}{8}$ " rebar found; 3) SOUTH 83 degrees 34 minutes 11 seconds West 305.93 feet to a $\frac{5}{8}$ " rebar with cap found at the southwest corner of said Parcel B; thence on the west line of Parcel B NORTH 06 degrees 25 minutes 48 seconds West 189.52 feet; thence leaving said west line NORTH 56 degrees 44 minutes 55 seconds East 192.88 feet; thence 9.51 feet on a 63.00' non tangent curve to the right, whose chord bears NORTH 28°55'29" West 9.51 feet; thence 80.78 feet on a 178.50 foot radius non-tangent curve to the right whose chord bears NORTH 11 degrees 38 minutes 00 seconds West 80.09 feet; thence NORTH 01 degree 19 minutes 53 seconds East 39.99 feet; thence 154.01 feet on a 63.00 foot radius tangent curve to the right whose chord bears NORTH 71 degrees 21 minutes 43 seconds East 118.42 feet; thence SOUTH 38 degrees 37 minutes 28 seconds East 17.48 feet; thence 12.23 feet on a 63.00 foot tangent curve to the right whose chord bears SOUTH 33 degrees 06 minutes 44 seconds East 12.21 feet; thence 25.39 feet on a 23.00 foot tangent curve to the left whose chord bears SOUTH 59 degrees 10 minutes 48 seconds East 24.12 feet; thence NORTH 89 degrees 11 minutes 26 seconds East 14.88 feet; thence 185.02 feet on a 186.00 foot tangent curve to the left whose chord bears NORTH 60 degrees 41 minutes 37 seconds East 177.49 feet; thence NORTH 32 degrees 11 minute 48 seconds East 58.83 feet; thence 57.79 feet on a 214.00 foot radius tangent curve to the right whose chord bears NORTH 39 degrees 55 minutes 58 seconds East 57.61 feet; thence NORTH 42 degrees 19 minutes 52 seconds West 132.83 feet to a point on the north boundary of said Parcel B; thence on said north boundary the following three (3) courses: 1) NORTH 42 degrees 35 minutes 48 seconds East 95.31 feet; 2) NORTH 00 degrees 39 minutes 37 seconds West 125.83 feet; 3) SOUTH 88 degrees 38 minutes 13 seconds East 163.41 feet; thence leaving said northern boundary 12.74 feet on a 23.00 foot radius non-tangent curve to the left whose chord bears SOUTH 15 degrees 51 minutes 48 seconds West 12.57 feet; thence SOUTH 00 degrees 00 minutes 00 seconds West 153.80 feet; thence 104.34 feet on a 114.00 foot radius tangent curve to the right whose chord bears SOUTH 26 degrees 13 minutes 42 seconds West 100.74 feet; thence SOUTH 52 degrees 28 minutes 21 seconds West 73.34 feet; thence 65.82 feet on a 186.00 foot radius tangent curve to the left whose chord bears SOUTH 42 degrees 20 minutes 04 seconds West 65.48 feet; thence SOUTH 32 degrees 11 minutes 48 seconds West 15.16 feet; thence SOUTH 77 degrees 10 minutes 31 seconds East 169.91 feet to a point on the east boundary of said Parcel B; thence on said east boundary the following two (2) courses: 1) SOUTH 11 degrees 48 minutes 03 seconds West 170.66 feet; 2) SOUTH 03 degrees 17 minutes 45 seconds East 54.31 feet to the POINT OF BEGINNING, containing 4.62 acres, more or less.



**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE VILLAS AT BRIGHTON POINT**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAS AT BRIGHTON POINT (this "Amendment") is made this 13th day of November, 2018 by The Villas at Brighton Point, an Indiana nonprofit corporation (the "Association"), pursuant to the provisions of the Indiana Horizontal Property Act (the "Act") and in accordance with the terms and provisions of the Code of By-Laws of The Villas at Brighton Point (the "By-Laws"), and the Declaration of Covenants, Conditions and Restrictions dated October 2, 2000, and recorded on October 3, 2000, as Instrument 2000016693, in the Office of the Recorder of Monroe County, Indiana (the "Declaration").

WITNESSETH

WHEREAS, pursuant to Section 22 of the Declaration, the Declaration may be amended by the affirmative vote of not less than seventy-five percent (75%) of the votes cast at a meeting duly held for such purpose; and

WHEREAS, pursuant to the Minutes of the Special Meeting of the Members of The Villas at Brighton Point dated November 13, 2018, which are attached hereto and incorporated herein by reference, seventy-five percent (75%) of the votes cast at such meeting voted to amend the Declaration as set forth herein.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

I. Amendment of Section 19.14. Section 19.14 of the Declaration is hereby added as a new Section to read as follows:

"19.14. No Lot may be rented or leased to a third party except in accordance with the following terms and conditions:

(a) Notwithstanding anything contained herein to the contrary, any lease, rental, tenancy arrangement or occupancy in existence (hereinafter referred to as "Lease Agreement") on the effective date of the amendment creating this Section 19.14 (the "Amendment Date"), may continue until its termination or expiration, subject to the remaining conditions provided in subsections (c) through (l) below.

(b) All existing lease agreements must be submitted to the Association within thirty (30) days from the Amendment Date. All lease agreements entered into from and after the Amendment Date shall be submitted to the Association upon request. The Association may charge a reasonable review and processing fee concerning the above. Additionally, if any Owner engaging in leasing activity fails to provide a copy of the lease agreement to the Association as provided above, the Association may impose reasonable monetary penalties as determined by the Board

of Directors, in addition to any other remedies available under the Declaration or Indiana law.

(c) Any Owner of a Lot that is subject to a lease agreement on a month-to-month basis or without a stated term shall have sixty (60) days from the Amendment Date to terminate such tenancy or enter into a written lease agreement in compliance with this Section 19.14.

(d) No Lot may be rented or leased for a term of less than six (6) months.

(e) No Lot may be offered for occupancy under a limited occupancy agreement such as but not limited to an Air B & B occupancy.

(f) Except for Lots subject to existing leases on the Amendment Date, no Owner may lease a Lot unless the Owner has resided on such Lot for a period of at least one (1) year prior to lease commencement.

(g) Lots may be leased to families or individual residents only, provided, however, that in no event shall any Lot be leased to more than three (3) unrelated adults at one time.

(h) All Owners desiring to lease their Lots must (1) provide a valid City of Bloomington rental occupancy permit to the Association prior to entering into any lease, and (2) comply with all requirements imposed on landlords by the City of Bloomington or applicable law.

(i) All Owners leasing their Lots shall provide the Association with 24-hour emergency contact information in the event of an emergency relating to their respective Lots.

(i) All tenants shall be subject to the same covenants, conditions, restrictions, rules and regulations applicable to the Owners, including, without limitation, the provisions of the Declaration, the Articles of Incorporation, the By-Laws, and any Rules and Regulations promulgated by the Association, as each may be from time to time. Each Owner shall be responsible for informing tenants of the same.

(k) In addition to any liability imposed pursuant to Section 23 of this Declaration, each Owner leasing a Lot shall be responsible for any and all damage to the Common Area directly or indirectly caused by a tenant or guest of a tenant. As security for the cost to repair any such damage, each Owner leasing a Lot shall provide a deposit of One Thousand Dollars (\$1,000.00) to the Association upon commencement of each new lease. For Lots subject to existing leases on the Amendment Date, the security deposit required hereunder shall be due within ten (10) days of the Amendment Date. In the event the cost of any such repairs exceeds the deposit amount, the Association may pay for the repairs and, in addition to any

other remedies available to it, bill the responsible Owner for any amounts in excess of the security deposit. The security deposit, less any appropriate deductions therefrom, shall be returned to the Owner upon termination of the applicable lease. A new security deposit shall be required each time an Owner enters into a lease with a new tenant.

(l) If any tenants occupying a Lot violate any of the provisions of this Declaration, disturb the peace and tranquility of the Villas at Brighton Point, or otherwise disrupt the quiet enjoyment thereof by the other Owners, the Association shall inform the leasing Owner and such Owner shall be responsible for addressing the issue with the tenants directly and taking such corrective action as may be required. If such violation or disturbance remains uncured or occurs a second time, the Association may exercise any and all rights and remedies available to it under this Declaration, at law or in equity against the Owner and/or the tenants thereof.

(m) The Association shall not be liable for injury or damage to any person or property due to the use or condition of any Lot or the Common Area, or to the occurrence of any accident on or about the same, or due to any act or neglect of an Owner, tenant or any other occupant of a Lot or of any person. Each Owner leasing a Lot agrees to defend, pay, indemnify and save the Association, free and harmless, from any and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against all cost and expenses, including reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly, out of or from or on account of any occurrence in, on or at such Lot or the Common Area, or occasioned wholly or in part through the use, occupancy or condition of such Lot or the Common, or by any act or omission or negligence of a tenant in, on, at or from such Lot or the Common Area. Each Owner shall protect against such liability with insurance, in accordance with Section 17 herein, naming the Association as an additional insured."

(n) Owners shall not rent or lease their homes, unless, in the case of hardship. The Board has the sole authority to determine, on a case-by-case basis, what constitutes a hardship. No lease shall exceed one (1) year. Once the Board approves the one (1) year hardship rental, the Owner must comply with the City Ordinances regarding rentals. The Owner must also comply with any rules and regulations adopted by the Board regarding rentals. It is the duty of the Owner to make sure their tenants comply with the Declarations of Covenants, Conditions and Restrictions, Bylaws and Rules and Regulations. Any home currently leased will be grandfathered, until the following occurs: the home reverts to an owner occupied home or is sold to a new Owner."

2. Effective Date of Amendment. This Amendment shall be effective as of the date this Amendment is recorded in office of the Recorder of Monroe County, Indiana.

3. Application. This Amendment shall apply to all current and future Owners of Lots in The Villas at Brighton Point. This Amendment shall be perpetual, run with and bind all of the Real Estate subject to the Declaration and shall inure to the benefit of and be enforceable by the Association.

4. Incorporation. This Amendment shall be incorporated into and made a part of the Declaration, and all provisions of the Declaration not expressly modified or amended hereby shall remain in full force and effect.

5. Amendment Controls. In the event of any conflict between the provisions of this Amendment and the provisions of the Declaration, the By-Laws, or the Rules and Regulations promulgated by the Association, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

THE VILLAS AT BRIGHTON POINT, an Indiana nonprofit corporation

By: [Signature]
Dorothy Frapwell, President

By: [Signature]
Gordon Dyett, Secretary

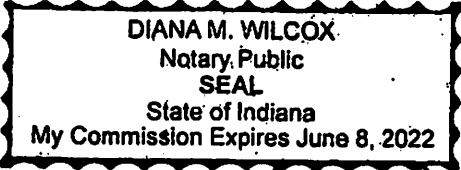
STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Dorothy Frapwell, the President of The Villas at Brighton Point, an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation this 21st day of February, 2019.

[Signature]
Notary Public
Diana M. Wilcox
Printed

My Commission Expires: June 8, 2022
My County of Residence: Monroe

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)



Before me, a Notary Public in and for said County and State, personally appeared Gordon Dyott, the Secretary of The Villas at Brighton Point, an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation this 22 day of February, 2019.

DocuSigned by:

Diana Wilcox, agent

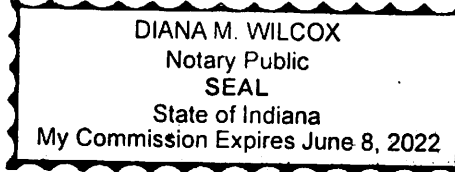
Notary Public...

Diana Wilcox, agent

My Commission Expires: 06/08/2022

My County of Residence: Monroe

Printed:



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Isl Thomas Bungler*.

This Instrument prepared by: Thomas Bungler, BUNGER & ROBERTSON, 226 S. College Avenue, P.O. Box 910, Bloomington, Indiana 47402

**AMENDMENT TO THE CODE OF BY-LAWS OF
THE VILLAS AT BRIGHTON POINT HOMEOWNERS' ASSOCIATION, INC.**

This AMENDMENT TO THE CODE OF BY-LAWS OF THE VILLAS AT BRIGHTON POINT HOMEOWNERS' ASSOCIATION, INC. (this "Amendment") is made as of the 13th day of Nov., 2018 by The Villas at Brighton Point Homeowners' Association, Inc., an Indiana nonprofit corporation (the "Association"), in accordance with the terms and provisions of the Code of By-Laws of The Villas at Brighton Point Homeowners' Association, Inc. (the "By-Laws").

WHEREAS, pursuant to Article 7 of the By-Laws, the By-Laws may be amended by a vote of not less than $66 \frac{2}{3}$ percent of the votes of the Owners (as defined in the By-Laws); and

WHEREAS, pursuant to the signature pages attached hereto, $66 \frac{2}{3}$ percent of the Owners voted to amend the By-Laws as set forth herein.

NOW, THEREFORE, the Association hereby amends the By-Laws as follows:

1. Section 3.3 shall be amended as follows:

Section 3.3 Limitations on Board Action: The Authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Fifteen Thousand Dollars (\$15,000.00) without obtaining the prior approval of a majority of Owners, except in the following cases:

3.3.1 Contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received.

3.3.2 Proposed contracts and proposed expenditure expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

2. Incorporation. This Amendment shall be incorporated into and made a part of the By-Laws, and all provisions of the By-Laws not expressly modified or amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

THE VILLAS AT BRIGHTON POINT
HOMEOWNERS' ASSOCIATION, INC.

By: _____

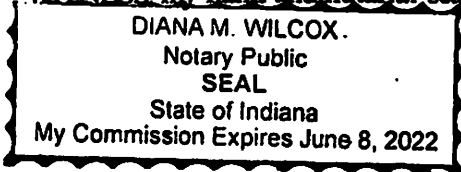
Name: Dorothy H. Frapwell

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Dorothy Frapwell, the President of The Villas at Brighton Point Homeowners' Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

WITNESS my hand and notarial seal this 21st day of Feb., 2019,



Notary Public
Diana M. Wilcox

My Commission Expires: June 8, 2022
My County of Residence: Monroe

Printed