

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BRINDON APARTMENTS SUBDIVISION PHASE TWO AND REPLAT OF PHASE TWO, PART ONE

THIS DECLARATION, made on this 27th day of June, 2001, Patrick N. Cunningham, Cathy C. Russell, R. Gregg Sutter, and Kelly J. Good (hereinafter referred to as "Declarant"),

WITNESSES:

WHEREAS, Declarant is the owner of certain real estate located in Tippecanoe County, Indiana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, Declarant desires to develop the real estate as described in Exhibit "A" and as shown on the Final Plat of Brindon Apartments Subdivision Phase Two And Replat of Phase Two, Part One (hereinafter referred to as the "Plat"), by designating certain portions of the real estate as "Lot" (as hereinafter defined), (with certain exceptions or variations as may be necessary or appropriate); and

WHEREAS, said plat was approved JUNE 29, 2001 by the Tippecanoe County Area Plan Commission and recorded as Record 01016611 in Plat Cabinet 6, Slide 13 in the Office of the Recorder of Tippecanoe County, Indiana;

NOW, THEREFORE, Declarant hereby declares that all of said real estate shall be held, sold and conveyed subject to the following easements, restrictions, limitations, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real estate and be binding on all parties having any right, title or interest in said real estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

NAME

The Properties created by this Declaration shall be known and designated as BRINDON APARTMENTS SUBDIVISION, PHASE TWO AND REPLAT OF PHASE TWO PART ONE:

ARTICLE II

DEFINITIONS

Section 2.1. "Association" means BRINDON APARTMENTS SUBDIVISION Owners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 2.2. "Articles" means the Articles of Incorporation of the Association filed with the office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.3. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term Owner as used herein shall include the Declarant, so long the Declarant shall own any Lot.

Section 2.4. "Properties" means the real estate described in Exhibit "A".

Section 2.5. "Plat" means the "Final Plat of Brindon Apartments Subdivision, Phase Two And Replat of Phase Two, Part One, as recorded in Plat Cabinet 6, page 13 in the Office of the Recorder of Tippecanoe County, Indiana.

Section 2.6. "Lot" means each of those parcels of land shown on the Plat as such. More particularly, with respect to any multi-family dwelling unit portion of the Building that is or shall be constructed on each lot, "Lot" means the real estate conveyed or to be conveyed in connection with such dwelling unit.

Section 2.7. "Roadway" means the private roadway to be constructed on lot one.

Section 2.8. "Declarant" means PATRICK N. CUNNINGHAM, CATHY C. RUSSELL, R. GREGG SUTTER, AND KELLY J. GOOD, its successors and assigns as a declarant.

Section 2.9. "Board of Directors" means the Board of Directors of the Association.

Section 2.10. "Outlot "A" means that area shown on the plat of Brindon Apartments Subdivision Phase One as Outlot "A", and consisting of 0.2508 acres, which is reserved for drainage and storm water detention storage and a utility easement. Said Outlot will be maintained by the Brindon Woods Planned Homeowner's Association, Inc. and Brindon Apartments Subdivision Owner's Association, Inc.. The Outlot is to be owned by the Associations.

Section 2.11. "Outlot "B" means that area shown on the plat of Brindon Commercial Subdivision Phase Two and consisting of 1.0924 acres, which is reserved for drainage and storm water detention storage and a utility easement. Said Outlot will be maintained by the Brindon Woods Planned Homeowner's Association, Inc. and Brindon Apartments Subdivision Owner's Association, Inc. The Outlot is to be owned by the Association.

Section 2.12. "Development Period" means the period of the time commencing with Declarant's acquisition of the Initial Properties and ending when Declarant has completed the development and sale of, and no longer owns, any Lot, or any other portion of the real estate described in Exhibit "A" or any other Properties.

Section 2.13. "Parking Area" means the parking spaces to be constructed on each lot.

Section 2.14. "Builder" means the holder, whether one or more persons or entities, of the fee simple title to any lot for the purpose of security for the construction of the building on that lot.

ARTICLE III

PROPERTY RIGHTS

Section 3.1. Owners' Easements of Enjoyment of Lots. Every Owner shall have a non-exclusive right and easement of enjoyment, in common with all Owners, in and to the Lots, Outlot "A" and Outlot "B" which shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

- (a) the right of the Association to charge reasonable fees for the maintenance of any parking area and lawn area situated upon the Lots;
- (b) the right of the Association to suspend the voting rights of any Owner for any period during which any assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to promulgate reasonable rules and regulations governing the use of the Lots including, without limitation, parking regulations and restrictions on the use of and quality, kind and nature of any improvements, additions or alterations to any and all landscaping areas, Building exteriors and other portions of the Properties included in the Lots;
- (d) the rights of Declarant as provided in this Declaration;
- (e) all other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented;
- (f) the easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Lots for the benefit of its members.

Section 3.2. Owners Easements of Enjoyment of Parking Area and Roadway.

- (a) Every Owner shall have the following additional rights and cross easements of enjoyment, in and to the Parking Area and Roadway as constructed on each lot and which shall be appurtenant to and pass with title to the Owner's Lot:
- (b) Each Owner of a Lot shall have, as a Parking Area and Roadway appurtenant to such Lot, a non-exclusive right and easement for the use, for ingress, egress and parking of the Parking Area and Roadway.

Section 3.3. Delegation of Use. Any Owner may delegate, in accordance with the By-laws of the Association and any reasonable and non-discriminatory rules and regulations promulgated from time to time by the Association and subject to the rights of others as set forth in Sections 3.1 and 3.2, his or her right of enjoyment of the Easement of Parking Area and Roadway appurtenant to his or her Lot, to family members, to a lessee or contract purchaser of his Lot or to guests.

Section 3.4 Certain Obligations and Access Rights to the Lots, Parking Area and Roadway.

(a) The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Parking Area and Roadway, and for the maintenance of the same in good, clean, attractive, safe, and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted an easement and right of access to all of the Parking Area and Roadway for the purpose of maintaining or repairing or causing the same to be maintained or repaired as is its obligation and duty under Sections 3.4 and 7.2 of this Declaration. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, their respective officers, agents, employees and contractors, shall have an easement thereto and shall have the right, at reasonable times and at any time in case of emergency, to go upon any Lot, Parking Area or Roadway for the purpose of maintaining or causing to be maintained or repaired any Building, utility line, sewer or other facilities located thereon that serve another Lot. The Association also shall have and is hereby granted a general right of access to all of the Lots, Parking Area and Roadway, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Properties and for so long as Declarant may be liable under any builder's warranty.

Section 3.5. Drainage, Utility, Sewer and Other Development Easements.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto the Association and the Owners of the lots, an undefined easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Lots and Outlot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services, antennae and other equipment and facilities to serve the Building and the living units within the Building to be constructed on each Lot. This Drainage, Utility and Sewer Easement shall include all areas of the Properties outside the Buildings to be constructed by Declarant, with the exception of any areas covered by chimneys, patios, porches or similar appurtenances of the Buildings. No other improvements or permanent structures (except walkways, pathways, fences, signs, lighting, landscaping and pavement on streets and driveways) shall be placed within any Drainage, Utility and Sewer Easement, and any fences so installed are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and rights of Declarant and the Association to provide for and maintain appropriate drainage.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Properties. Any signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its maintenance obligations.

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority (i) to relocate, alter or otherwise change the location of any Drainage, Utility and Sewer Easement, the Sign and Facilities Easement, or any facility at any time located therein or thereon; (ii) to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or any other portion of the Properties, for the benefit of any Lot, of any of the real estate described in Exhibit A, or of any other properties; (iii) to describe more specifically or to change the description of any Drainage, Utility and Sewer Easement, the sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Properties; (iv) to change or reestablish or modify the location of lotlines and/or phase lines: by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Tippecanoe County, Indiana.

(d) The title of any Owner of any Lot shall be subject to the rights and easements reserved herein. Provided, however, that the rights reserved in this Section 3.5 shall not be exercised after the conveyance of any Lot in a manner that unreasonably and adversely affects any Building or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or which unreasonably restricts the rights of ingress and egress to such Lot. The rights and easements reserved by Declarant in this Section 3.5 shall run with the land, and declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Properties.

Section 3.6. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Parking Area, Roadway, and any pedestrian walkways or pathways.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Membership. Initially, to satisfy the requirements of the Indiana Not-For-Profit Corporation Act, the three (3) persons who serve as incorporators of the Association shall be the members (the "Initial Members"). The Initial Members shall remain members of the Association until three (3) persons have become Class A or Class B members, at which time the Initial Members shall cease to be members unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Members, membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2. Classes of Membership and Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members 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 the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership.

Section 4.3. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 4.4. Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination be either party with or without cause without any termination fee by written notice of ninety (90) days or less.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular Monthly Assessments (for maintenance, repairs and ordinary operating expenses); (2) Special Assessments for (a) capital improvements and operating deficits, as provided in Section 5.4, and (b) for special maintenance or repairs as provided in Section 7.2. Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 5.2. Purpose of Regular Monthly Assessments. The Regular Monthly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Properties, for the improvement, maintenance and repair of the Parking Area, Roadway and Outlot, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. At the time that the Class B membership ceases, a portion of the Regular Monthly Assessments shall be set aside or otherwise allocated in a reserve fund created for the purpose of providing repair and replacement of the Roadway and other capital improvements which the Association is required to maintain.

Section 5.3. Maximum regular Monthly Assessments. (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Monthly assessment on any Lot conveyed by Declarant shall be \$100 per Lot.

(b) From and after January 1 of such year, the Regular Monthly Assessment may be increased each calendar year not more than 25 % above the maximum Regular Monthly Assessment for the previous year without a vote of the membership.

(c) From and after January 1 of such year, the maximum Regular Monthly Assessment may be increased each calendar year by more than 25% above the maximum Regular Monthly Assessment for the previous year, with the approval of two-thirds (2/3) vote by those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Monthly Assessment, without any vote of membership, at any amount not in excess of the maximum.

Section 5.4. Special Assessments for Capital Improvements and Operating deficits. In addition to the Regular Monthly Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) vote by those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5. Notice and Quorum for Any Action Authorized Under Section 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6. Uniform Rate of Assessment. Regular Monthly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots. All other assessments (except Special Assessments under Section 5.4 and Section 7.2) also shall be fixed at a uniform rate for all Lots.

Section 5.7. Date of Commencement of Monthly Assessments: Due Dates. The Regular Monthly Assessment provided for herein shall commence as to each Lot on the earlier of the following dates:

(a) the first day of the first month following the conveyance or lease of such Lot to an owner (excepting the builder) by Declarant; or

(b) the first day of the first month following the conveyance or lease of such lot to an owner by the builder.

The Board of Directors shall fix any increase in the amount of such monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Monthly Assessment, and written notice of any special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to Section 5.7 hereof, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as hereinafter provided and as provided in Section 5.1) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waiver to otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 5.9. Subordination of the Lien to Mortgages: Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessment becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to Section 5.7, as to whether or not such assessments have been paid.

ARTICLE VI

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 6.1. Lot Use and Conveyance. All Lots platted shall be used exclusively for multi-family residential purposes, except that Declarant, during the development period, reserve (a) the rights provided in Section 6.7 respecting the properties, generally and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association

(i) Obstructions. There shall be no obstruction of the Parking Area or Roadway, nor shall anything be kept or stored on any part of the Parking Area or Roadway without the prior written consent of the Association except construction materials and equipment during the construction period or except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Parking Area or Roadway except upon the prior written consent of the Association.

(ii) Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or in any Living Unit or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in any Living Unit or on any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of any part thereof of the exterior of the Property and Buildings thereon shall be committed by any Owner or any invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees or tenants, to the Association and other Owners. No noxious, destructive or offensive activity shall be allowed on any Lots or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property; provided, however, that no act, conduct, activity or operation which Declarant is authorized or permitted to do hereunder shall ever be deemed to be noxious, destructive, offensive nor a nuisance for purposes of this Section.

(iii) Fences, Walls and Patios. No owner shall relocate, heighten, lower or otherwise move any fence, wall or patio upon the property except with the approval of the Association.

(iv) Privacy fence on individual Lots. No owner shall locate any privacy fence upon the property except with approval of the Association.

(v) No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of a Lot so as to be visible from outside the Lot. The Lots shall be kept free and clear of all rubbish, debris and other unsightly materials.

(vi) Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot or Outlot or any part thereof, except that household pets of mature size of not more than 24 inches in height may be kept on Lots, subject to rules and regulations adopted by the Board provided that they are not kept, bred, or maintained for any commercial purposes; provided, further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board, and provided further, that upon written request of 25% of the voting power of the Association, the Board of Directors shall have the authority to, and shall order the removal of, any pet.

(vii) Prohibited Structures. No structure of a temporary character, trailer, boat, camper-bus, basketball hoop, basement, tent, or shack shall be maintained on any Lot nor shall any garage or other building except a permanent residence be used on any Lot at any time as a residence or sleeping quarters, either temporarily or permanently.

(viii) Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed unless screened from view by enclosures so as to be effectively screened from view outside the Lot. The design of such screened enclosure must be approved by the Association in accordance with the architectural control provisions hereof. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited. Usual household trash and garbage shall be regularly collected and may be kept outside only if in sanitary containers which are so screened.

Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini bikes, mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles shall at any time be stored or parked on any Lot or on any part of the Parking Area or Roadway, either permanently or temporarily

(ix) Antennae. Except with prior written approval and the authorization of the Association's Board of Directors, no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements or structures to be located upon the Property, or on the Property itself.

Section 6.2. Architectural Control. No building, fence, wall, or other structure, except original construction of Buildings by or on behalf of Declarant shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided. In the event that written approval is not received as required hereunder within twenty-one (21) days from the date requested, the failure to issue such written approval shall be construed as the disapproval of the request made.

Section 6.3. Non-Owner Occupants - Leasing of Lots. (a) All Lots occupied by persons other than the Owner or direct blood relatives shall be subject to a written lease with the Owner meeting the following requirements:

(i) All leases shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior approval of the Board of Directors.

(ii) All leases shall contain provisions adequate to require the lessee to comply with the provisions of this Declaration and the By-Laws of the Association, and with all rules and regulations promulgated by the Association from time to time, to the same extent as if the lessee were an Owner and a member of the Association; and shall provide for direct action by the Association against the lessee with or without joinder of the Owner, at the Association's option.

(iii) All leases shall make the lessee personally liable (jointly and severally with the Owner) for assessments levied by the Association during the term of the lease pursuant to the terms of this Declaration and the By-Laws, to the same extent if the lessee were the Owner and a member of the Association, and shall expressly subordinate the lessee's interest to the lien of the assessments provided for in this Declaration. Provided, however, that a lessee may be protected against the lien for assessments due prior to the date of the lease by procuring a binding certificate from the Association, as provided in the By-Laws, as to whether or not such assessments have been paid.

(iv) No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his responsibility to the Association for compliance with the provisions of this Declaration, the By-Laws and any rules and regulations of the Association, or from the Owner's personal liability to the Association for assessments. This requirement shall not be construed to prohibit indemnity provisions as between the Owner and lessee.

Section 6.4. Signs. No sign of any kind (other than designations, in such styles and materials as the Association shall by rule or regulation approve, of street addresses and names of occupants) shall be displayed to the public view on any Lot, except that a "For Sale" sign may be displayed provided that it is in such form as the Board may require, and except that Declarant shall be permitted to erect and maintain upon the Property such signs as it deems appropriate to advertise the development during the construction and sale periods.

Section 6.5. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of any such Lot, and which is generally or regularly conducted in another location away from such Lots.

Section 6.6. Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of rules and regulations shall be furnished by the Board to the Owners prior to the time when the same shall be effective.

Section 6.7. Development and Sale Period. Nothing contained in this Article VI shall be construed or interpreted to restrict the activities of Declarant in connection with the development of the Properties and sale of Lots. During the Development Period, Declarant shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Properties at any time owned or leased by Declarant, as in the sole opinion of Declarant may be reasonably required, or convenient or incidental to, the development of the Properties and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

ARTICLE VII

MAINTENANCE OF PROPERTY

Section 7.1. Maintenance by Owners.

(a) The Owner of each lot shall furnish and be responsible for at his or her own expense, all the maintenance, repairs, decorating and replacements within such Owner's residence, including the heating and air conditioning system and any partitions and interior walls, and any and all other maintenance, repair, landscaping, and replacements of the improvements on his or her Lot unless otherwise provided herein. The Owner shall keep the interior and exterior of his or her residence in good, clean, attractive and sanitary condition, order and repair.

(b) To the extent that equipment, facilities and fixture within any Lot shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, the use thereof by the Owner of such Lot shall be subject to reasonable rules and regulations promulgated by the Association.

(c) The reconstruction or replacement of the parking area and the sidewalks on each lot is the responsibility of the individual lot owners.

Section 7.2. Exterior Maintenance Obligations of Association with Respect to Parking Area, Roadway and Grounds.

(a) The Parking Area and Roadway. The Association, subject to the rights and obligations of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Parking Area and Roadway and all improvements thereon, and shall keep the same in good, clean, attractive, safe, and sanitary condition, order and repair.

(b) Without limiting the generality of the foregoing, if a water retention facility is installed as part of the storm and surface water drainage system of the Property, such water retention facility shall be a part of the grounds to be operated, managed, controlled, repaired and maintained by the Association. Under no circumstances shall any obligation for the maintenance of any water retention facility be imposed upon, or implied as an obligation of, any governmental agency, unless such obligation is specifically and expressly assumed or accepted by any such governmental agency. As part of its management and control of the Parking Area and Roadway, the Association shall snow plow the roadways, parking areas and walkways.

- (c) The Association agrees to maintain and/or replace all plantings provided by the Declarant located at the entrance of the subdivision.
- (d) The Association agrees to mow the yard area of the Outlot A and all of the lots.
- (e) The reconstruction and or replacement of the roadway on each lot is the responsibility of the Association.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 8.2. Severability. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 8.3. Amendment. During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Tippecanoe County, Indiana, approved and signed by at least seventy-five percent (75%) of the then Owners, and thereafter by an instrument signed by at least two-thirds (2/3) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant, if it then has any ownership interest in the Properties, at any time within two (2) years after the recordation hereof, except that Declaration shall not affect any of the following changes without the approval of two-thirds (2/3) of the first mortgagees of the Lots (based upon one (1) vote for each mortgage) and two-thirds (2/3) of the Owners of Lots (excluding Declarant):

(a) any change in the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(b) any change in the provisions herein governing architectural design of improvements on Lots and the maintenance obligations with respect to the Properties;

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon all persons claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive period of ten (10) years each unless prior to the expiration of any such ten year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 8.4 Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in Section 5.6.

IN WITNESS WHEREOF, PATRICK N. CUNNINGHAM, CATHY C. RUSSELL, R. GREGG SUTTER, and KELLY J. GOOD, have caused this Declaration to be executed as of the date first above written.

By: [Signature]
Patrick N. Cunningham

By: [Signature]
Cathy C. Russell

By: [Signature]
R. Gregg Sutter

By: [Signature]
Kelly J. Good

Before me, a Notary Public in and for said County and State, personally appeared Patrick N. Cunningham, Cathy C. Russell, R. Gregg Sutter, and Kelly J. Good, who acknowledged execution of the above and foregoing Declaration and the truth of the facts stated therein.

Witness my hand and seal this 27th day of June, 2001.

My Commission Expires:
08/07/2007
Resident in Tippecanoe County, Indiana
Prepared by: Patrick N. Cunningham
7203 East Greenview Dr.
Battle Ground, Indiana 47920

[Signature]
Notary Public: Julie M. Wright



EXHIBIT A

LEGAL DESCRIPTION FOR BRINDON APARTMENTS SUBDIVISION, PHASE TWO,
PART TWO AND REPLAT OF PHASE TWO, PART ONE

A part of the southwest quarter of Section Two (2), Township Twenty-three (23) North, Range Five (5) West, Wabash Township, Tippecanoe County, Indiana, more completely described as follows, to wit:

Commencing at the northeast corner of the southwest quarter of section 2-23-5 said point being marked by a Berntsen RT-1 aluminum monument; thence along the north line of said quarter section, South 88° 43' 57" West, a distance of 420.60 feet (basis of bearings is taken from a survey recorded January 9, 1996 in Document no. 9600533, in the office of the Tippecanoe County Recorder); thence along the west line of the Bethel Christian Life Center property as described in Record 92-09375 in the office of the Tippecanoe County Recorder, South 0° 27' 32" East, a distance of 385.01 feet to the southeast corner of Lot 1 in Brindon Commercial Subdivision, Phase Two, as recorded in Plat Cabinet F, Slide 163, in said recorder's office and the point of beginning of the herein described tract; thence continuing along said line, South 0°27' 32" East a distance of 285.38 feet to the north line of Bethel Drive right-of-way as recorded in Brindon Woods Planned Development in Plat Cabinet AA, Slide 149 and Brindon Commercial Subdivision Phase 1 in Plat Cabinet F, Slide 92; thence along said right-of-way line for the following Four (4) courses, (1) South 89° 13' 35" West, a distance of 48.50 feet; (2) thence westerly along a tangent curve, to the right (said curve having a radius of 70.00 feet, a chord length of 74.52 and a chord bearing of North 58° 36' 42" West), an arc distance of 78.59 feet; (3) thence North 26° 26' 59" West, a distance of 191.98 feet; (4) thence northerly along a tangent curve, to the right (said curve having a radius of 420.00 feet, a chord length of 89.20 feet, and a chord bearing of North 20° 21' 15" West), an arc distance of 89.36 feet to the southwest corner of said Commercial Lot 1; thence along the south line of said Commercial Lot 1 for the following two (2) courses: (1) North 89° 34' 13" East, a distance of 211.06 feet; (2) South 57° 08' 29" East, a distance of 18.22 feet to the point of beginning, containing 1.1019 acres.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF WAY OF RECORD.

DULY ENERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

JUN 29 2001

Robert A. Montoya
REGISTRAR OF TIPPECANOE CO.