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**BYLAWS OF
THE VILLA GLEN AT BRIGHTON POINT HOMEOWNERS' ASSOCIATION, INC.
AN INDIANA NONPROFIT CORPORATION**

ARTICLE ONE

Identification and Applicability

Section 1.1 Identification and Adoption. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villa Glen at Brighton Point (hereinafter referred to as the "Amended Declaration"), is incorporated herein by reference and all of the covenants, conditions, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these Bylaws. The definitions and terms as defined and used in the Amended Declaration shall have the same meanings in these Bylaws and reference is hereby made to the definitions in Section 1 of the Amended Declaration. The provisions of these Bylaws shall apply to the Property and to the administration and conduct of the affairs of the Association. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Amended Declaration.

Section 1.2 Individual Application. All of the Owners, tenants, their guests and invitees, or any other person who might now or hereafter use or occupy any Lot or any part of the Real Estate, including any additional Real Estate hereafter made subject to the Amended Declaration as provided therein, shall be subject to the rules, restrictions, terms and conditions set forth in the Amended Declaration and these Bylaws, as the same may be amended from time to time.

ARTICLE TWO

Meetings of Association

Section 2.1 Purpose of Meetings. After the application date, at least annually and at such other times as may be necessary or appropriate, a meeting of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Easement Expenses and Assessments, and for such other purposes as may be required by the Amended Declaration and these Bylaws.

Section 2.2 Annual Meetings. After the Application Date, annual meetings shall be held during the fourth quarter in each calendar year. At each annual meeting, the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these Bylaws and transact such other business as may properly come before the meeting.

Section 2.3 Special Meetings. A special meeting of the Members may be called by resolution of the Board of Directors or upon a written petition of the Owners who have not less than twenty-five percent (25%) of the Members. Any resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.4 Notice and Place of Meetings. A meeting of the Members of the Association shall be held at any suitable place in Monroe County, Indiana, as may be designated by the Board of Directors. Notice stating the date, time, place of any meeting, and in the case of a special meeting the purpose(s) for which the meeting is called, shall be communicated by the Secretary of the Association to each Member not less than ten (10) days prior to the date of such meeting. The notice shall be communicated to the Owners at their address as it appears upon the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.5 Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by the Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 2.4 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 2.6 Voting. Voting rights shall be determined in accordance with the Amended Declaration as follows:

2.6.1. Members. All persons holding an ownership 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.

2.6.2. Multiple Owners. Where the Owner of a Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to that Lot. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting(s) pursuant to paragraph 2.6.4 of this Section 2.6, which shall constitute relinquishment of his right to act as voting representative for the Lot.

2.6.3. Voting by Corporation or Trust. Where a corporation or trust is an Owner or otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

2.6.4. Proxy. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon adjournment of the meeting for which such proxy was granted. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

2.6.5. Quorum. Except where otherwise expressly provided in the Amended Declaration or these Bylaws, the Owners representing fifty percent (50%) of membership shall constitute a quorum at all meetings. The term majority of Owners or majority of vote, as used in these Bylaws, shall mean the Owners entitled to not less than fifty percent (50%) of the votes in accordance with the Amended Declaration as such may be amended from time to time and shall not mean a majority of the persons or votes present or represented at such meeting.

2.6.6. Conduct of Meeting. The Chairman of the meeting shall be the President of the Association or his designee. The President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

- a. Reading of Minutes. The Secretary shall distribute a copy of the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
- b. Treasurer's Report. The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant questions of the Members concerning the common expenses and financial report for the prior year and the proposed budget for the next calendar year.
- c. Budget. The proposed budget for the next calendar year shall be presented to the Members for approval.

2.6.7. Election of Board of Directors. Nominations for the Board of Directors may be made by any Member from those persons who are eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least fourteen (14) days prior to the annual meeting. Each Member may cast his vote for each of as many nominees as are to be elected; however, he shall not be entitled to accumulate his votes. Those persons receiving the highest number of votes shall be elected.

2.6.8. Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least fourteen (14) days prior to the date of the meeting; provided, however, that such written requests may be waived at the meeting if all Members present at the meeting consent.

2.6.9. Adjournment. Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Members for the upcoming year.

ARTICLE THREE

Board of Directors

Section 3.1 Board of Directors.

3.1.1. This paragraph governs Directors elected after the term of the initial Board of Directors has expired. Directors shall be elected at the annual meeting of the Association and those persons who receive the highest number of votes shall be deemed to have been elected. After the applicable date, the Board of Directors shall be comprised of not less than three (3) nor more than five (5) persons and each Director shall hold office for a period of three (3) years or until his death, resignation, retirement, removal,

disqualification or his successor is elected and qualified; provided, however, that the Board of Directors will ensure that the staggered terms will be maintained. Each Director shall be one of the Owners and must be in compliance at the time of his election with all covenants, terms, conditions and obligations of these Bylaws and the Amended Declaration. In the event an Owner is a corporation, partnership, trust or other legal entity, other than a natural person, or persons, then an officer or director of such corporation, partner of such partnership, beneficiary of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board of Directors. Nothing herein contained shall be construed to prevent the election of a Director to succeed himself.

3.1.2. Vacancies in the Board shall be filled by majority vote of the remaining Members thereof. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director he succeeds. Except as otherwise provided in this Amended Declaration, the Easement Area shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists.

3.1.3. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. All meetings of the Board shall be open to attendance by any Lot Owner, except that the President may call the Board into executive session on matters of personnel, infractions of the rules and regulations of the Association, and matters of similar sensitivity. Any action taken by the Board in executive session shall be recorded in the minutes.

3.1.4. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, if consent to such action is provided by all Directors and such consent is filed with the minutes of proceedings of the Board.

Section 3.2 Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of their duties. These powers include, but are not limited to, the power:

3.2.1. To employ a professional managing agent or real estate management company (either being hereinafter referred to as a "Managing Agent") to assist the Board of Directors in performing its duties;

3.2.2. To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

3.2.3. To procure for the benefit of the Owners fire and extended coverage insurance covering all Villas, to the full replacement value thereof and to procure public liability and property damage insurance, directors and officers liability insurance, worker's compensation insurance, and such other insurance as the Board of Directors may determine is necessary for the benefit of the Owners and the Association;

3.2.4. To employ legal counsel, architects, contractors, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

3.2.5. To include the costs of all of the above and foregoing as Easement Expenses and Assessments and to pay all of such costs therefrom;

3.2.6. To consent to amendment of the Amended Declaration as therein provided;

3.2.7. To adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate or the Easement Areas;

3.2.8. To open and maintain a bank account or accounts in the name of the Association.

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 Twenty Thousand Dollars (\$20,000.00) 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 Easement 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 expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; or

3.3.3. Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 3.4 Compensation. No Directors shall receive any compensation for any service to the Association, except to such extent as a Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

Section 3.5 Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall communicate each regular meeting of the Board to each Director at least five (5) days prior to the date of such meeting.

A special meeting of the Board of Directors may be called by the President or any two members of the Board of Directors. The person or persons calling such meeting shall give notice thereof to the Secretary, who shall at least three (3) days prior to the date of such special meeting, send notice to the Directors. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as designated in the notice.

Section 3.6 Waiver of Notice. Before any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.7 Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority (51%) of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.8 Non-Liability of Directors. The Directors shall not be liable to the Association for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against *any* and all liability to any person, firm or corporation arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Amended Declaration or Bylaws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every contract made by the Board shall provide that the Board of Directors, in executing such contract, is acting as agent for the Association and shall have no personal liability thereunder.

Section 3.9 Additional Indemnity of Directors. The Association shall indemnify any person, his heirs, assigns, and legal representatives, made a part to any action, suit or proceeding by reason of the fact that the person is or was a Director of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by the Director in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding, if it shall be found by a majority of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of the Association or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof, nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that the Director failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.10 Bond. The Board of Directors shall require any or all officers and employees of the Association handling or responsible for Association funds to be covered by an adequate bond. The premiums on such bonds shall constitute an Easement Expense.

Section 3.11 Informal Action of Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is given by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is taken.

ARTICLE FOUR

Officers

Section 4.1 Officers of the Association. The principal officers of the Association shall be the President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The Directors may elect such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person. Every officer will serve for a term of one (1) year except an officer filling the vacancy created by resignation, death or removal of his successor, in which case the officer shall serve for the unexpired term of his successor.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmation vote of a two-thirds (2/3) majority of all Directors, any officer may be removed either with or without cause and the officer's successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.3 The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors, shall have and discharge all the general powers and duties usually vested in the office of the President or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board of Directors may from time to time prescribe.

Section 4.4 The Secretary. The Secretary shall be elected from among the Board of Directors. The Secretary shall attend all meetings of the Association and of the Board of Directors and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly communicated to all members, in accordance with the provisions of these Bylaws.

Section 4.5 The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain or oversee a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association; and the Treasurer or a Managing Agent, if one has been engaged, shall immediately deposit all funds of the Association in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

Section 4.6 Compensation. No officer shall receive compensation from the Association for acting as such.

ARTICLE FIVE

Control

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Amended Declaration and these Bylaws, the Amended Declaration shall control.

ARTICLE SIX

Rules and Regulations

The Board of Directors may promulgate such additional rules and regulations regarding the operation of the Real Estate, including but not limited to the use of the Easement Areas, as it may deem necessary from time to time. Such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be sent promptly to all Owners. Any rule or regulation promulgated by the Board of Directors may be enforced by the Board of Directors; however, if there is any dispute regarding the interpretation or enforcement of any rule or regulation, the provisions of Article 9, Alternative Dispute Resolution, shall apply.

ARTICLE SEVEN

Amendment to Bylaws

Prior to the Applicable Date, these Bylaws may be amended by a majority vote or by written consent of all initial directors. After the Applicable Date, these Bylaws may be amended by a vote of not less than sixty-six and two-thirds percent (66 2/3%) of the vote of the Owners in a duly constituted meeting called for such purpose.

ARTICLE EIGHT

Notices

Section 8.1 Notice of Unpaid Assessments. The Association shall, upon request of a purchaser who has a contractual right to purchase a Lot, furnish to such purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Lot, which statement shall be binding upon the Association and the Owners, and grantee of the Lot shall not be liable for, nor shall the Lot conveyed be subject to, a lien for any unpaid assessments in excess of the amount set forth in such statement.

Section 8.2 Notice and Representative. Any change to an Owner's permanent address, email or telephone number should be submitted to the Secretary within 10 days of the change.

Section 8.3 Communications. Acceptable means of communication between the Board of Directors and members of the Association include personal delivery, mail, and email.

ARTICLE NINE

Alternative Dispute Resolution

Section 9.1 Disputes Subject to this Article. Owners' disputes shall be resolved in accordance with the provisions of this Article Nine if the dispute concerns any of the following: (a) the interpretation of the Amended Declaration, the Association's Articles of Incorporation or the Association's Bylaws; (b) the Developer's construction of the Property, the Developer's administration of the Association or the Developer's duties to the Owners; (c) the promulgation, application or enforcement of the Association's rules or regulations; (d) any dispute with an officer, director or Managing Agent of the Association regarding the performance of their respective duties; or, (e) any other matter with respect to the Property voluntarily submitted to the Association by all parties for resolution.

Section 9.2. Binding Effect. Each Owner, by accepting a deeded Lot, on behalf of the Owner and the Owner's family, invitees and contract purchasers, agrees to be bound by the provisions of this Article.

Section 9.3. Description of Alternative Dispute Resolution Procedures. Any dispute that is subject to this Article must be submitted by the Owner to the Association in writing on a form provided by the Association.

9.3.1 Mediation. Mediation is a process by which a neutral third party, called a mediator, acts to encourage and assist in the resolution of a dispute between two (2) or more parties. Mediation is an informal and non-adversarial process and its objective is to help the disputing parties reach a mutually acceptable agreement between or among themselves on all or any part of the issues in dispute. Decision making authority rests with the parties, not the mediator. The mediator assists the parties in identifying issues, fostering joint problem-solving, exploring settlement alternatives, and acting in other ways consistent with these activities.

9.3.2 Arbitration. Arbitration is a process in which a neutral third person or a panel, called an arbitrator or an arbitration panel, considers the facts and arguments of the parties to the dispute and the arbitrator or arbitration panel renders a decision. Arbitration decisions rendered under this Article shall be binding on the Association, all Owners and all other parties.

Section 9.4 Procedure for Invoking Alternative Dispute Resolution Procedure. Within thirty (30) days after the Board or Managing Agent's receipt of the disputing party's written request for Dispute Resolution, the Board or the Managing Agent, if one is acting, will provide the disputing parties with a list of mediators trained in civil mediation and certified as mediators by the Indiana Commission for Continuing Legal Education. In the event a mediator is not selected by agreement of the disputing parties, the disputant who filed the request will strike a mediator from the list first, and each other party to the dispute will then, in turn, strike a mediator from the list. The mediator remaining after the striking process will be deemed the selected mediator. A person selected to serve as mediator may decline or refuse to serve as mediator for any reason, and no mediator can have an interest in the outcome of the mediation. If the selected mediator chooses not to serve or the disputants mutually agree to replace the

mediator, then the selection process will be repeated.

9.4.1 Mediation Procedure. The mediator selected as provided in this Article shall conduct the mediation in accordance with the Alternative Dispute Resolution Rule 2 of the Indiana Rules of Court, or any subsequent replacement or successor provisions. The Board or the Managing Agent will maintain copies of the applicable Rules at the Association's office and will supply copies of the Rules upon the written request of *any* disputant. Following the mediation session, the mediator must report to the Board or Managing Agent whether or not the mediation has been successful. If the dispute is resolved, written acknowledgment of resolution, signed by the parties, will serve as the mediator's report. If the mediation does not resolve the dispute, the mediator must report which issues are not resolved, in writing, and the mediator's report shall be submitted to an arbitrator for a decision. If any disputant refuses or fails to meet at the time set for the mediation, the mediation will be deemed to have failed and the dispute will be submitted for arbitration.

9.4.2 Binding Arbitration. If the mediation fails, the parties to the dispute shall promptly submit the dispute to an arbitrator or arbitration panel for resolution.

An arbitrator or arbitration panel shall be selected, and the arbitration proceedings shall be conducted in accordance with the Alternative Dispute Resolution Rule 3 of the Indiana Rules of Court, or any subsequent replacement or successor provisions. The mediator's report shall be submitted to the arbitrator or arbitration panel. The Managing Agent or Board will maintain copies of the applicable arbitration rules at the Association office and, upon written request, the Board or Managing Agent will provide the Owner with copies of the applicable Rules. The decision of the arbitrator or the arbitration panel, as the case may be, shall be binding on all parties and may be enforced by a court of competent jurisdiction.

9.4.3 Costs and Expenses. The costs and expenses of the mediator, the arbitrators, the prevailing party's reasonable attorney fees and the Managing Agent's costs and expenses shall all be borne by the non-prevailing party unless the mediator or the arbitrator determine that the costs and expenses should be borne equally by all of the parties. An Owner who initiates the dispute resolution procedure set forth in this Section 9.4, shall deposit with the Association the sum of Two Thousand Dollars (\$2,000.00) as security for any obligation of the Owner to pay costs, expenses and/or attorney fees in accordance with this Section 9.4. An additional sum of One Thousand Dollars (\$1,000.00) shall be deposited by the Owner with the Association if the mediation fails and the dispute resolution proceeds to arbitration in accordance with Section 9.4.2.

Section 9.5 Amendment or Repeal of Alternative Dispute Resolution Procedure. The provisions of this Article 9 may only be amended or repealed: (1) at a special meeting of the Owners called for that purpose; and, (2) by the affirmative vote of seventy-five percent (75%) of all Members.

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Certified to be the Bylaws adopted by consent of the Directors of The Villa Glen at Brighton Point Homeowners' Association, Inc., dated this 17th Day of August, 2015.

**VILLA GLEN AT BRIGHTON POINT
HOMEOWNERS' ASSOCIATION, INC.**

By: Charles M. Reigeluth

Print Name: Charles M. Reigeluth

Its: Secretary

This instrument prepared by: Megan Lewis, Lewis Law LLC, 1205 North Walnut Street, Bloomington, Indiana
47404-3565; (812) 336-6989.

**RESTATED AND AMENDED BYLAWS OF
THE VILLA GLEN AT BRIGHTON POINT HOMEOWNERS' ASSOCIATION, INC.
AN INDIANA NONPROFIT CORPORATION**

ARTICLE ONE

Identification and Applicability

Section 1.1 Identification and Adoption. The Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villa Glen at Brighton Point (hereinafter referred to as the "Second Amended Declaration"), is incorporated herein by reference and all of the covenants, conditions, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these Bylaws. The definitions and terms as defined and used in the Second Amended Declaration shall have the same meanings in these Bylaws and reference is hereby made to the definitions in Section 1 of the Second Amended Declaration. The provisions of these Bylaws shall apply to the Property and to the administration and conduct of the affairs of the Association. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Second Amended Declaration.

Section 1.2 Individual Application. All of the Owners, tenants, their guests and invitees, or any other person who might now or hereafter use or occupy any Lot or any part of the Real Estate, including any additional Real Estate hereafter made subject to the Second Amended Declaration as provided therein, shall be subject to the rules, restrictions, terms and conditions set forth in the Second Amended Declaration and these Bylaws, as the same may be amended from time to time.

ARTICLE TWO

Meetings of Association

Section 2.1 Purpose of Meetings. After the application date, at least annually and at such other times as may be necessary or appropriate, a meeting of the Owners shall be held for the purpose of electing the Board of Directors, reviewing and approving the annual budget advisory to the Board of Directors, providing for the collection of Easement Expenses and Assessments, and for such other purposes as may be required by the Second Amended Declaration and these Bylaws.

Section 2.2 Annual Meetings. After the Application Date, annual meetings shall be held during the fourth quarter in each calendar year. At each annual meeting, the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these Bylaws and transact such other business as may properly come before the meeting.

Section 2.3 Special Meetings. A special meeting of the Members may be called by resolution of the Board of Directors or upon a written petition of the Owners constituting at least twenty-five percent (25%) of the total Membership. Any resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.4 Notice and Place of Meetings. A meeting of the Members of the Association shall be held at any suitable place in Monroe County, Indiana, as may be designated by the Board of Directors. Notice stating the date, time, place of any meeting, and in the case of a special meeting the purpose(s) for which the meeting is called, shall be communicated by the Secretary of the Association to each Member not less than ten (10) days prior to the date of such meeting. The notice shall be communicated to the Owners at their address as it appears upon the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting. Meetings may be held and members may participate in meetings in person, by proxy, or through telephonic or electronic means whereby the business of the meeting is simultaneously audible to the Members and the Members may communicate in the meeting for discussion and voting purposes.

Section 2.5 Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by the Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 2.4 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 2.6 Voting. Voting rights shall be determined in accordance with the Amended Declaration as follows:

2.6.1. Members. All persons holding an ownership 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.

2.6.2. Multiple Owners. Where the Owner of a Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to that Lot. Such appointed voting representative may grant a proxy to another representative to vote at a particular meeting(s) pursuant to paragraph 2.6.4 of this Section 2.6, which shall constitute relinquishment of any right to act as voting representative for the Lot.

2.6.3. Voting by Corporation or Trust. Where a corporation or trust is an Owner or otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

2.6.4. Proxy. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon adjournment of the meeting for which such proxy was granted. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

2.6.5. Quorum. Except where otherwise expressly provided in the Second

Amended Declaration or these Bylaws, the Owners representing fifty percent (50%) of membership shall constitute a quorum at all meetings. The term majority of Owners or majority of vote, as used in these Bylaws, shall mean the Owners entitled to not less than fifty percent (50%) of the votes in accordance with the Second Amended Declaration as such may be amended from time to time and shall not mean a majority of the persons or votes present or represented at such meeting.

2.6.6. Conduct of Meeting. The Chair of the meeting shall be the President of the Association or designee. The President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

- a. Reading of Minutes. The Secretary shall distribute a copy of the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
- b. Treasurer's Report. The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant questions of the Members concerning the common expenses and financial report for the prior year and the proposed budget for the next calendar year.
- c. Budget. The proposed budget for the next calendar year shall be presented to the Members for discussion, review and approval by the Members, as advisory to the Board of Directors.

2.6.7. Election of Board of Directors. Nominations for the Board of Directors may be made by any Member from those persons who are eligible to serve. Such nominations must be in writing or electronically submitted and presented to the Secretary of the Association at least fourteen (14) days prior to the annual meeting. Each Member may cast one vote for each of as many nominees as are to be elected; however, a Member shall not be entitled to accumulate votes. Those persons receiving the highest number of votes shall be elected.

2.6.8. Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least fourteen (14) days prior to the date of the meeting; provided, however, that such written requests may be waived at the meeting if all Members present at the meeting and constituting a quorum consent.

2.6.9. Adjournment. Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Members for the upcoming year.

ARTICLE THREE

Board of Directors

Section 3.1 Board of Directors.

3.1.1. Directors shall be elected at the annual meeting of the Association and those persons who receive the highest number of votes shall be deemed to have been elected. The Board of Directors shall be comprised of three (3) or five (5) persons and each Director shall hold office for a period of three (3) years or until death, resignation, retirement, removal, disqualification or a successor is elected and qualified; provided, however, that the Board of Directors will ensure that the staggered terms will be maintained. Each Director shall be one of the Owners and must be in compliance at the time of election with all covenants, terms, conditions and obligations of these Bylaws and the Amended Declaration. In the event an Owner is a corporation, partnership, trust or other legal entity, other than a natural person, or persons, then an officer or director of such corporation, partner of such partnership, beneficiary of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board of Directors. A Director may serve for consecutive terms without limitation.

3.1.2. Vacancies in the Board shall be filled by majority vote of the remaining Members thereof. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded. Except as otherwise provided in the Second Amended Declaration, the Easement Area shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists.

3.1.3. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. All meetings of the Board shall be open to attendance by any Lot Owner, except that the President may call the Board into executive session on matters of personnel, infractions of the rules and regulations of the Association, and matters of similar sensitivity. Any action taken by the Board in executive session shall be recorded in the minutes. The Board of Director meetings may be conducted by telephonic or electronic means so long as all directors may simultaneously hear each other for the purpose of conducting business.

3.1.4. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, if consent to such action is provided by all Directors and such consent is filed with the minutes of proceedings of the Board.

Section 3.2 Powers of the Board of Directors. The Board of Directors shall have such powers as provided by statute and as reasonably necessary or appropriate to accomplish the performance of the duties of the Board of Directors. These powers include, but are not limited to, the power:

3.2.1. To employ a professional managing agent or real estate management company (either being hereinafter referred to as a "Managing Agent") to assist the Board of

Directors in performing its duties;

3.2.2. To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

3.2.3. To procure for the benefit of the Owners fire and extended coverage insurance covering all Villas, to the full replacement value thereof and to procure public liability and property damage insurance, directors and officers liability insurance, worker's compensation insurance, and such other insurance as the Board of Directors may determine is necessary for the benefit of the Owners and the Association;

3.2.4. To employ legal counsel, architects, contractors, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

3.2.5. To include the costs of all of the above and foregoing as Easement Expenses and Assessments and to pay all of such costs therefrom;

3.2.6. To consent to amendment of the Second Amended Declaration as therein provided;

3.2.7. To adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate or the Easement Areas;

3.2.8. To open and maintain a bank account or accounts in the name of the Association.

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 for each individual contract of less than Twenty Thousand Dollars (\$20,000.00) 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 Easement 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 expenditures expressly set forth in the proposed annual budget as presented to and approved by the Owners at the annual meeting; or

3.3.3. Expenditures necessary to deal with emergency conditions or in exigencies in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 3.4 Compensation. No Directors shall receive any compensation for any service to the Association, except to such extent as a Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

Section 3.5 Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall communicate each regular meeting of the Board to each Director at least five (5) days prior to the date of such meeting.

A special meeting of the Board of Directors may be called by the President or any two members of the Board of Directors. The person or persons calling such meeting shall give notice thereof to the Secretary, who shall at least three (3) days prior to the date of such special meeting, send notice to the Directors. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as designated in the notice.

Section 3.6 Waiver of Notice. Before any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.7 Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority (51%) of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.8 Non-Liability of Directors. A Director shall not be liable to the Association for any error or mistake of judgment exercised in carrying out a Directors duties and responsibilities as Directors, except for individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Second Amended Declaration or Bylaws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association so long as a Director is acting in good faith in the best interest of the Association. Every contract made by the Board shall provide that the Board of Directors, in executing such contract, is acting as agent for the Association and shall have no personal liability thereunder as provided by these Amended Bylaws.

Section 3.9 Additional Indemnity of Directors. The Association shall indemnify any person, or that person's heirs, assigns, and legal representatives, made a part to any action, suit or proceeding by reason of the fact that the person is or was a Director of the Association acting on behalf of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by the Director in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding, if it shall be found by a majority of the Owners that such Director

was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of duties where acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of the Association or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof, nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that the Director failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.10 Bond. The Board of Directors shall require any or all officers and employees of the Association handling or responsible for Association funds to be covered by an adequate bond. The premiums on such bonds shall constitute an Association Expense.

Section 3.11 Informal Action of Directors. Action taken by a majority of the Directors without a meeting must be approved at a Board meeting called for that purpose and included with the minutes of the proceedings of the meeting.

ARTICLE FOUR

Officers

Section 4.1 Officers of the Association. The principal officers of the Association shall be the President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The Directors may elect such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person. Every officer will serve for a term of one (1) year except an officer filling the vacancy created by resignation, death or removal of an officer, in which case the officer shall serve for the unexpired and remaining term.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmation vote of a two-thirds (2/3) majority of all Directors, any officer may be removed either with or without cause and the officer's successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.3 The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors, shall have and discharge all the general powers and duties usually vested in the office of the President or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as deemed necessary to assist in the affairs of the Association and to perform such other duties as the Board of Directors may from time to time prescribe.

Section 4.4 The Secretary. The Secretary shall be elected from among the Board of Directors. The Secretary shall attend all meetings of the Association and of the Board of Directors and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly communicated to all members, in accordance with the provisions of these Bylaws.

Section 4.5 The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain or oversee a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association; and the Treasurer or a Managing Agent, if one has been engaged, shall immediately deposit all funds of the Association in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

Section 4.6 Compensation. No officer shall receive compensation from the Association for acting as such.

ARTICLE FIVE

Control

In the case of any conflict between the Articles of Incorporation and these Amended Bylaws, the Articles shall control; and in the case of any conflict between the Second Amended Declaration and these Amended Bylaws, the Second Amended Declaration shall control.

ARTICLE SIX

Rules and Regulations

The Board of Directors may promulgate such additional rules and regulations regarding the operation of the Real Estate, including but not limited to the use of the Easement Areas, as it may deem necessary from time to time. Such rules as are adopted may be amended by a vote of a majority of the Board or a 2/3 majority of Association members and the Board shall cause copies of such rules to be sent promptly to all Owners. Any rule or regulation promulgated by the Board of Directors may be enforced by the Board of Directors; however, if there is any dispute regarding the interpretation or enforcement of any rule or regulation, the provisions of Article 9, Alternative Dispute Resolution, shall apply.

ARTICLE SEVEN

Amendment to Bylaws

Prior to the Applicable Date, these Bylaws may be amended by a majority vote or by written consent of all initial directors. After the Applicable Date, these Bylaws may be amended by a vote of not less than sixty-six and two-thirds percent (66 2/3%) of the vote of the Owners in a duly constituted meeting called for such purpose.

ARTICLE EIGHT

Notices

Section 8.1 Notice of Unpaid Assessments. The Association shall, upon request of a purchaser who has a contractual right to purchase a Lot, furnish to such purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Lot, which statement shall be binding upon the Association and the Owners, and grantee of the Lot shall not be liable for, nor shall the Lot conveyed be subject to, a lien for any unpaid assessments in excess of the amount set forth in such statement.

Section 8.2 Notice and Representative. Any change to an Owner's permanent address, email or telephone number should be submitted to the Secretary within 10 days of the change.

Section 8.3 Communications. Acceptable means of communication between the Board of Directors and members of the Association include personal delivery, mail, and email.

ARTICLE NINE

Alternative Dispute Resolution

Section 9.1 Disputes Subject to this Article. Owners' disputes shall be resolved in accordance with the provisions of this Article Nine if the dispute concerns any of the following: (a) the interpretation of the Second Amended Declaration, the Association's Articles of Incorporation or the Association's Amended Bylaws; (b) the Developer's construction of the Property, the Developer's administration of the Association or the Developer's duties to the Owners; (c) the promulgation, application or enforcement of the Association's rules or regulations; (d) any dispute with an officer, director or Managing Agent of the Association regarding the performance of their respective duties; or, (e) any other matter with respect to the Property voluntarily submitted to the Association by all parties for resolution.

Section 9.2. Binding Effect. Each Owner, by accepting a deeded Lot, on behalf of the Owner and the Owner's family, invitees and contract purchasers, agrees to be bound by the provisions of this Article.

Section 9.3. Description of Alternative Dispute Resolution Procedures. Any dispute that is subject to this Article must be submitted by the Owner to the Association in writing on a form provided by the Association.

9.3.1 Mediation. Mediation is a process by which a neutral third party, called a mediator, acts to encourage and assist in the resolution of a dispute between two (2) or more parties. Mediation is an informal and non-adversarial process and its objective is to help the disputing parties reach a mutually acceptable agreement between or among themselves on all or any part of the issues in dispute. Decision making authority rests with the parties, not the mediator. The mediator assists the parties in identifying issues, fostering joint problem-solving, exploring settlement alternatives, and acting in other ways consistent with these activities.

9.3.2 Arbitration. Arbitration is a process in which a neutral third person or a panel, called an arbitrator or an arbitration panel, considers the facts and arguments of the parties to the dispute and the arbitrator or arbitration panel renders a decision. Arbitration decisions rendered under this Article shall be binding on the Association, all Owners and all other parties.

Section 9.4 Procedure for Invoking Alternative Dispute Resolution Procedure. Within thirty (30) days after the Board or Managing Agent's receipt of the disputing party's written request for Dispute Resolution, the Board or the Managing Agent, if one is acting, will provide the disputing parties with a list of mediators trained in civil mediation and certified as mediators by the Indiana Commission for Continuing Legal Education. In the event a mediator is not selected by agreement of the disputing parties, the disputant who filed the request will strike a mediator from the list first, and each other party to the dispute will then, in turn, strike a mediator from the list. The mediator remaining after the striking process will be deemed the selected mediator. A person selected to serve as mediator may decline or refuse to serve as mediator for any reason, and no mediator can have an interest in the outcome of the mediation. If the selected mediator chooses not to serve or the disputants mutually agree to replace the mediator, then the selection process will be repeated.

9.4.1 Mediation Procedure. The mediator selected as provided in this Article shall conduct the mediation in accordance with the Alternative Dispute Resolution Rule 2 of the Indiana Rules of Court, or any subsequent replacement or successor provisions. The Board or the Managing Agent will maintain copies of the applicable Rules at the Association's office and will supply copies of the Rules upon the written request of *any* disputant. Following the mediation session, the mediator must report to the Board or Managing Agent whether or not the mediation has been successful. If the dispute is resolved, written acknowledgment of resolution, signed by the parties, will serve as the mediator's report. If the mediation does not resolve the dispute, the mediator must report which issues are not resolved, in writing, and the mediator's report shall be submitted to an arbitrator for a decision. If any disputant refuses or fails to meet at the time set for the mediation, the mediation will be deemed to have failed and the dispute will be submitted for arbitration.

9.4.2 Binding Arbitration. If the mediation fails, the parties to the dispute shall promptly submit the dispute to an arbitrator or arbitration panel for resolution.

An arbitrator or arbitration panel shall be selected, and the arbitration proceedings shall be conducted in accordance with the Alternative Dispute Resolution Rule 3 of the Indiana Rules of Court, or any subsequent replacement or successor provisions. The mediator's report shall be submitted to the arbitrator or arbitration panel. The Managing Agent or Board will maintain copies of the applicable arbitration rules at the Association office and, upon written request, the Board or Managing Agent will provide the Owner with copies of the applicable Rules. The decision of the arbitrator or the arbitration panel, as the case may be, shall be binding on all parties and may be enforced by a court of competent jurisdiction.


9.4.3 Costs and Expenses. The costs and expenses of the mediator, the arbitrators, the prevailing party's reasonable attorney fees and the Managing Agent's costs and expenses shall all be borne by the non-prevailing party unless the mediator or the arbitrator determine that the costs and expenses should be borne equally by all of the parties. An Owner who initiates the dispute resolution procedure set forth in this Section 9.4, shall deposit with the Association the sum of Two Thousand Dollars (\$2,000.00) as security for any obligation of the Owner to pay costs, expenses and/or attorney fees in accordance with this Section 9.4. An additional sum of One Thousand Dollars (\$1,000.00) shall be deposited by the Owner with the Association if the mediation fails and the dispute resolution proceeds to arbitration in accordance with Section 9.4.2.

Section 9.5 Amendment or Repeal of Alternative Dispute Resolution Procedure. The provisions of this Article 9 may only be amended or repealed: (1) at a special meeting of the Owners called for that purpose; and, (2) by the affirmative vote of seventy-five percent (75%) of all Members.

{Signature on the Next Page}

Certified to be the Bylaws adopted and effective by consent of the Owners of The Villa Glen at Brighton Point Homeowners' Association, Inc., on October 9, 2020.

**VILLA GLEN AT BRIGHTON POINT
HOMEOWNERS' ASSOCIATION, INC.**

By: 
Ron Reimer, President

This instrument was prepared by:
Angela F. Parker
CarminParker, PC
116 West 6th Street, Suite 200
Bloomington, IN 47404
Telephone: 812.332.6556, Ext. 2
Email: angela@carminparker.com

423808 / 23380-1

**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 Wininger, Sr.
H. Timothy Wininger, Sr.
Member

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

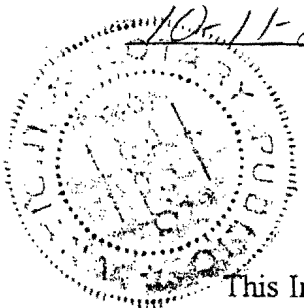
By: Eric C. Stolberg
Eric C. Stolberg
Member

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 Arvin
Notary Public

Terri Arvin
(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.**

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 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 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: _____

Dorothy Frapwell, President

By: _____

Gordon Dyott, 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.

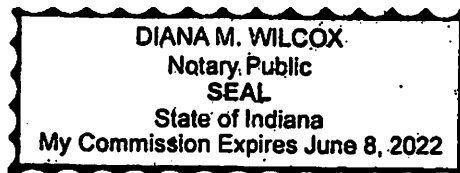
My Commission Expires: June 8, 2022
My County of Residence: Monroe

Notary Public

Diana M. Wilcox

Printed

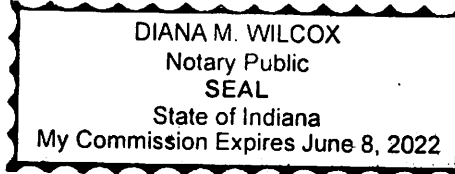
STATE OF INDIANA)
) SS:
COUNTY OF MONROE)



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.

My Commission Expires: 06/08/2022
My County of Residence: Monroe

DocuSigned by:
Diana Wilcox, agent
~~Notary Public~~
Diana Wilcox, agent
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. *Is! Thomas Bunger.*

This Instrument prepared by: Thomas Bunger, 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 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 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: 

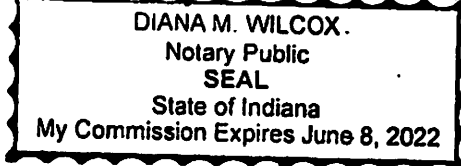
Name: Dorothy H. Frapwell

Title: President

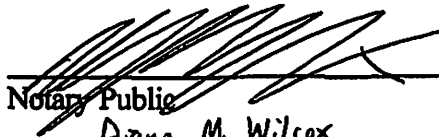
STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

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,



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


Notary Public
Diana M. Wilcox
Printed

Amended Declaration of Covenants, Conditions and Restrictions of The Villa Glen at Brighton Point Homeowners' Association, Inc.

This RESTATED and AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE VILLA GLEN AT BRIGHTON POINT (the
"Amended Declaration") is made this 17th day of August, 2015, by the Villa Glen at Brighton
Point Owners.

RECITALS

(A) The Members are the owners of the fee simple title to the Lots in the
Villa Glen at Brighton Point; and

(B) The Villa Glen at Brighton Point Real Estate was previously platted and
subjected to the terms and conditions of the Declaration of Covenants, Conditions and
Restrictions of the Villa Glen at Brighton Point Homeowners' Association as previously
recorded on June 11, 2009, as instrument number 2009009925, in the Office of the
Recorder of Monroe County, Indiana (the "Original Declaration").

(C) The Original Declaration provided that Class A and Class B Members
could amend the Original Declaration by a vote of not less than Seventy-Five (75%)
percent of the Members. A Special Amendment to the Original Declaration requires a
vote of One Hundred (100%) percent of the Members.

(D) On August, 17, 2015 One Hundred (100%) percent of Members
approved the Amended Declaration at a meeting of the Villa Glen at Brighton Point
Owners duly called and held.

(E) The Members wish to record the Amended Declaration pursuant to the
provisions of Section 22 of the Original Declaration; and upon recording, the Amended
Declaration shall become effective and shall supersede the Original Declaration and
apply to all Villa Glen at Brighton Point Real Estate and to each Villa Glen at Brighton
Point Owner.

NOW, THEREFORE, the undersigned officers of the Villa Glen at Brighton Point
Homeowners' Association, Inc., acting on behalf of the Villa Glen at Brighton Point Owners
declare that the Villa Glen at Brighton Point Real Estate subjected to the terms of this Amended
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 Villa Glen at Brighton Point Owner and of each and every person or
entity who now or in the future owns any Lot within the Villa Glen at Brighton Point Real
Estate, a neighborhood developed within The Villa Glen at Brighton Point.

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

1.1. Association. "Association" means The Villa Glen at Brighton Point Homeowners' Association, Inc., its successors and assigns, an Indiana not-for-profit corporation.

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

1.3. Bylaws. "Bylaws" means the Bylaws of the Association, providing for the administration and management of the Association, as may be amended from time to time.

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

1.5. Delinquency Date. "Delinquency Date" means the date which is fifteen (15) days after the due date of any Regular or Special Assessment.

1.6. Easement Area. "Easement Area" means all the area in the Real Estate outside the boundaries of any Lot, including without limitation the Access, Landscape, Utility, Drainage and Signage Easement, and the Tree Preservation Easement.

1.7. 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 or in fulfillment of the Association's responsibilities for maintaining any Villa(s), as specifically set forth herein.

1.8. Lot. "Lot" means any plot of ground designated as such upon the recorded Plat of The Villa Glen at Brighton Point or any plat of the Annexed Real Estate upon which one (1) Villa is constructed, or has existed. Whenever used in the Amended Declaration, "Lot" will be deemed to include the Villa, if any, located thereon.

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

1.10. 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 Amended Declaration.

1.11. Party Wall. "Party Wall" means the wall which is built as part of the original construction of the Villas upon the Lot and placed on the dividing lines between the Villas.

1.12. Plat. "Plat" means the Plat prepared by Smith-Neubecker and Associates of Villa Glen, Phase I at Brighton Point, Phase II, Parcel C, being on record in the Office of the Recorder of Monroe County, Indiana, as instrument number 20030007831 in Plat Cabinet C, Envelope 327, together with any subsequent plat recorded in the Office of the Recorder of Monroe County, Indiana.

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 Real Estate.

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

1.15. The Villa Glen at Brighton Point. "The Villa Glen at Brighton Point" means the attached single-family development known as The Villa Glen at Brighton Point.

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

Section 2. Declaration. The Villa Glen at Brighton Point hereby expressly declares that the Real Estate shall be held, conveyed and transferred in accordance with the provisions of this Amended Declaration.

Section 3. Description of The Villa Glen at Brighton Point. The Villa Glen at Brighton Point consists of twenty (20) Lots numbered 1 through 19 and 21, inclusive, together with the Easement Area shown on the Plat. The sizes of the Lots are as designated on the Plat. The legal description for each Lot in The Villa Glen at Brighton Point is as follows:

Lot ____ in The Villa Glen, Phase I, at Brighton Point, Phase II, Parcel C, a subdivision in Monroe County, Indiana, as per Plat thereof recorded as instrument number 20030007831 in Plat Cabinet C, Envelope 327 in the Office of the Recorder of Monroe County, Indiana.

Section 4. Lots and Easements. The boundaries of each Lot in The Villa Glen 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. Ownership of Easement Area. The Easement Area is owned by the Association, and shall be held for the use and enjoyment of the Owners, all of whom shall have the right of enjoyment in and access to the Easement Area which right shall pass with title to every Lot, subject to the provisions of this Amended Declaration, including but not limited to the following:

(a) The right of the Association, upon approval by a written instrument signed by two-thirds (2/3) of all Members, 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.

(b) The right of the Association to adopt such rules and regulations regarding

the Easement Area as it deems necessary as provided in Section 11.

(c) The Easement Area shall be conveyed to or owned by the Association on or before the Applicable Date; provided, however, that expenses relating to the maintenance of the Easement Area are to be included within the Association budget from the time of conveyance of the first Lot.

Section 6. Delegation of Use of the Easement Area. Any Owner may delegate, in accordance with provisions of this Amended 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 7. 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 8. 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 on the Plat or as thereafter may be approved 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, the Board of Directors shall have the right to grant such easement on such Property, without conflicting with the terms of this Amended Declaration. The easements granted herein shall in no way affect any other recorded easement on the Property. In addition, the Board of Directors may approve from time to time easements on the Property for purposes of storm water drainage and/or detention.

Section 9. Party Walls.

9.1 General Rules of Law to Apply. Each interior wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing lines between the Villas shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Law regarding party walls and liability of property damage due to negligence or willful acts or omissions shall apply thereto.

9.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

9.3 Destruction by Fire or other Casualty. In the event of damage or destruction of the Party Wall from any causes, other than the negligence of the Owners of either Villa and except as hereinafter provided, then the Owners of the respective Villas shall at joint and equal expense, repair or rebuild the Party Wall on the same spot and on the same line, and be of the same size and of the same or similar material and of like quality with the present Party Wall.

9.4 Requirement for Repair. The Owners of either Villa agree that repairs and reconstruction of the Party Wall shall be undertaken whenever a condition exists which may reasonably result in damage or injury to person or property if repair or reconstruction work is not undertaken. Either Owner upon discovering the possibility of damage or destruction, shall notify the other Owner of the nature of the damage, the work required to remedy the situation and the estimated cost of the repair or reconstruction. The other Owner shall then have twenty (20) calendar days from the receipt of the Notice either to object to the repairs and reconstruction or to pay his share of the cost of such work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property, the Owner shall then have three (3) calendar days from the receipt of the notice, which notice shall state in detail that an emergency exists, either to object to the repairs or reconstruction or to pay his share of the costs of the work.

9.5 Negligence of an Owner. If either Owner, his family members, guests and/or invitees shall cause the damage to or the destruction of the Party Wall, the negligent Owner shall bear the entire cost of repair or reconstruction.

9.6 Right to Contribution Runs with Land. The right of any Owner to Contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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, a not-for-profit corporation which is known as The Villa Glen at Brighton Point Homeowners' Association, Inc. has been incorporated. 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.

10.1 Members. Members shall be all Owners 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 Board of Directors. 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, mailed, or emailed 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 equal to the number one (1) divided by the total number of Lots which have been subjected to this Amended Declaration; 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 an 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. In addition, in accordance with standards established by the Board, each Owner shall at his expense be responsible for the maintenance, repair, decoration and replacement of the decks, screened porches and patios. 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, interior doors, windows, 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, but excluding door openers and hardware), gutters, downspouts, exterior building surfaces, and other exterior improvements. "Other exterior improvement" shall not include the interior or exterior glass surfaces, screens, windows, or other hardware; such maintenance shall be the sole responsibility of the Owner.

In addition, the Association shall provide exterior maintenance upon each Lot and Villa for the repair and maintenance of the roofs. However, if the Board of Directors deems that the roof of a Villa needs to be replaced, the cost of replacement shall be borne entirely by the Owner of the Villa. The Board of Directors shall have exclusive decision making regarding the roof replacement. This includes, but is not limited to when the roof is replaced, the type of shingles installed, the contractor used and the warranty provided.

The cost of maintaining, servicing and operating a sewer lateral that serves a Villa from the point where the sewer line exits a Villa to the point where the sewer lateral connects to the City of Bloomington sewer main shall be borne by the Owner of each Villa. The Owners shall indemnify and hold the City of Bloomington, Indiana harmless from any claim for injury or damage arising as a result of the Owner's failure to properly maintain, service or operate any single 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, or other landscaping planted or installed by an Owner upon the Owner's Lot shall be maintained by the Owner. Any annual flowers, perennial flowers, ground cover or plants shall be maintained by the Owner, regardless of whether the same were planted or installed by the Owner, the Association, or the Declarant.

The Owner shall be responsible for watering the grass, planting beds and other landscaping 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, removals, 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 Amended Declaration. 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.

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

16.1 Annual Accounting. Once annually, on or before April 1 of each calendar year, the Board of Directors shall cause to be prepared and furnished to 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 (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 as of the date of the adoption of the annual budget.

16.4 Special Assessments. In addition to the Regular Assessments authorized above, the Board of Directors 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. Each Owner 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. The Board of Directors 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, prove 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 deposited in the reserve fund.

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 Amended 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 and for the Association's maintenance responsibilities for the Villas as set forth in Section 14, based upon good faith estimates of the useful life and replacement cost 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. All amounts held by the Association pursuant to this Section 16.7 shall be maintained in a federally-insured, interest-bearing account and any interest thereon shall be added to and deemed a part of such fund. The reserve fund shall be used for capital expenditures and replacement and repair of the Easement Area and of Villas (to the extent such capital expenditures, repair and replacement are the obligation of the Association), for maintaining streets, driveways, sidewalks, walkways from driveways to the front door and exterior doors, including garage, front and atrium doors, etc. and not for usual and ordinary repair expenses of the Easement Area or the Villas.

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.

16.10 Collection of Assessments. Each Assessment shall be due and payable on the due date thereof as specified in this Amended 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 a late fee equal to ten percent (10%) of the amount due (or the maximum amount allowed under applicable law) shall be assessed for each thirty (30) day period in which such amount due remains unpaid. 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 Mortgagee. Notwithstanding anything contained in this Amended 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. Casualty Insurance; Reconstruction or Repair of Casualty Damage

17.1 Casualty Insurance on Villas. The purpose of the provisions of Section 17 is to ensure that, in the event of casualty loss to a Villa in the Association, there shall be proceeds from insurance sufficient to repair or reconstruct the Villa at least to the standards of the original plans and specifications of the damaged unit.

17.2 Responsibility of Association for Insurance Coverage. The Board of Directors of the Association shall purchase casualty insurance on the supporting structure and exterior of the Villas in the Association. Such coverage shall include:

- (a) Footings
- (b) Foundation
- (c) Framing outside walls
- (d) Exterior siding and guttering
- (e) Brick
- (f) Concrete floors and sub-flooring
- (g) Windows
- (h) Exterior doors
- (i) Garage doors
- (j) Roofs
- (k) Porches, decks, patio slabs and patios (screened and glassed areas included)
- (l) Chimneys and fireplaces, not including inserts
- (m) Electrical service to the meter
- (n) Plumbing to the inside of the exterior wall
- (o) Interior stud walls and framing except those located in the basement or lower level
- (p) Interior perimeter support walls and beams
- (q) Earthquake coverage for above

Such insurance shall at a minimum be in an amount equal to the full replacement value (i.e. 100% of current "replacement cost" exclusive of land) of the above aspects of Villas in the Association, a "Demolition Endorsement" or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, such insurance to protect against at least the following: loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage.

The Board of Directors of the Association shall also purchase additional insurance as necessary to include, but not be limited to, coverage for directors and officers, the managing agent, and general liability. The cost of this additional insurance is to be divided equally among the Owners.

17.3 Responsibility of the Owner for Insurance Coverage. The individual Owner shall purchase and maintain condominium homeowner insurance or any equivalent to protect the Owner against personal liability and loss or casualty of personal property and improvements to the interior, including earthquake coverage, that will insure the reconstruction and repair of casualty damage to the interior of the Villa that is not the responsibility of the Association to insure under Section 17.2. Such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board of Directors. If a casualty loss is sustained and there is a reduction in the amount of the proceeds otherwise payable on the insurance purchased by the Board of Directors due to proration of insurance purchased by the Owner, the Owner shall assign to the Association the proceeds of the insurance purchased by

him to the extent of the reduction. All policies purchased by the Owner which give the carrier the right to elect to restore damage in lieu of a cash settlement shall provide that such option shall not be exercisable by the carrier without the approval of the Board of Directors. Such insurance coverage by the Owner shall include, without limitation:

- (a) Plumbing from the inside of the exterior wall
- (b) Electrical services from the meter in
- (c) Duct work
- (d) Insulation
- (e) Drywall
- (f) Floor coverings
- (g) Light fixtures
- (h) Appliances
- (i) Interior doors and trim
- (j) Plumbing fixtures
- (k) Heating, cooling, filtering units, ceiling and exhaust fans
- (l) Window treatments
- (m) Drywall coverings such as painting, wallpaper, tile, decoration and trim
- (n) Cabinets, including but not limited to kitchen and bathroom cabinets, built-in bookcases, and TV enclosures.
- (o) Owner's furnishings and personal property
- (p) Earthquake coverage for above

17.4 Administration of Insurance Coverage for which Association is Responsible.

(a) **Determination of Coverage: Payment of Premiums by Owner.** The Board of Directors shall determine the amount of coverage on each Villa in the Association required to fulfill the Association's responsibility. Owners will be billed annually for the premiums attributable to their homes and their equal share of the premiums for any additional insurance purchased by the Board of Directors under Section 17.2.

(b) **Deductibles.** The Association shall be responsible for payments of the deductible on insurance carried by it when the damage is to property that is the Association's responsibility. However, in cases where the Board of Directors determines that the Owner was responsible for the loss, the Owner shall deposit with the Board as Insurance Trustee the amount of the deductible.

(c) **Insurance Trustee.** All proceeds payable as a result of casualty losses covered by insurance purchased by the Board of Directors shall be paid to the Association, and the Board of Directors shall act as the Insurance Trustee. The sole duty of the Insurance Trustee shall be to receive the proceeds as they are paid and to hold the proceeds in trust for the benefit of the Owners and their respective mortgagees and for the purposes stated in this Section 17.

(d) **Right to Adjust Losses.** Each Owner shall be deemed to have delegated to the Board of Directors the right to adjust with the insurance company the proceeds payable under policies purchased by the Board of Directors.

(e) Proceeds to Mortgagee. In no event shall any distribution of proceeds be made by the Board of Directors to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event, any distribution of proceeds shall be to the Owner and the mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Villa in the Association and may be enforced by the mortgagee.

17.5 Insurance Coverage for Which the Owner is Responsible.

(a) Amount of Coverage. Each Owner shall carry insurance to meet the Owner's responsibility under Section 17.3, which shall not be less than 100% of the replacement value necessary to restore the Villa to the standards of the original plans and specifications of the Villa.

(b) Choice of Insurance Carrier. Owners may choose the Insurance carrier for the coverage that is their responsibility.

(c) Deductibles. Owners may determine the amount of their deductibles, except deductibles for casualty losses on repair or reconstruction of Villas may not be more than five thousand dollars without permission of the Board of Directors. (This provision does not apply to earthquake coverage.)

17.6 Reconstruction or Repair of Casualty Damage to Villas. It is the purpose of this section that, in the event of damage, Villas be promptly reconstructed or repaired to maintain the integrity and appearance of homes in the Association.

(a) Responsibility of the Board of Directors and of Owners. The Board of Directors and affected Owners shall proceed promptly to reconstruct or repair those aspects of Villas on which they were responsible for carrying insurance under Sections 17.2 and 17.3. Such restoration shall be in accordance with the standards of the original plans and specifications of the Villa, except at the election of the affected Owner, the Villa may be restored to the condition, as it existed immediately prior to the damage.

(b) Application of Insurance to Restoration; Funding Restoration if Insurance Is Inadequate. The proceeds of insurance carried by the Association and by Owners for the repair and reconstruction or repair of Villas shall be applied to the cost of such restoration. If the insurance proceeds from the insurance carried by affected Owners are inadequate to cover the costs of restoration or if there are no proceeds, the Owners directly affected by the damage shall pay the cost of restoring the Villa. If any Owner fails or refuses to restore a home when required, the Board of Directors may pursue whatever legal means are available to cause such restoration, including but not limited to the Board of Directors completing the restoration and paying the cost thereof, with the cost attributable to the Owner who refuses or fails to make the restoration when required becoming a lien on such defaulting Owner's Villa and subject to foreclosure in the same manner as provided for Regular Assessments.

(c) Choice of Contractor Estimates and Specifications. In the event of damage to Villas where the structure and exterior of the Villa is affected, affected Owners may choose a contractor for restoration of the Villa, subject to approval by the Board of Directors. The contractor shall submit estimates and specifications for the Board of Directors' approval. If damage is only to those aspects of a Villa for which the Owner is responsible, the affected Owner may proceed with restoration without approval of the Board of Directors, so long as that restoration complies with Section 17.3.

(d) Option of Board of Directors to Proceed With Restoration of Structure and Exterior of Villa. At its option, the Board of Directors may proceed with repair and reconstruction of those aspects of a damaged Villa for which the Association is responsible without waiting for settlement of an affected Owner's insurance claim or for the submission of a contractor, estimates, and specifications. Owners are deemed to have given the Board of Directors permission to enter an Owner's property for this purpose.

(e) Encroachments. Encroachments upon the real property of an Owner or in favor of the real property of an Owner which may be created as a result of repair or reconstruction of any Villa shall not constitute a claim or basis of a proceeding or action by the Owner upon whose real property such encroachment exists; provided, however, that such repair or reconstruction was either substantially in accordance with the original plans and specifications for the Villas in Association or substantially in accordance with the Villa as originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Villa stands. Each Owner hereby conveys to the Board of Directors an easement to permit the Association, its agents, employees or designates to enter upon and across the Lot of the Owner for the purpose of repairing or reconstructing the Lot.

(f) Surplus. In the event there is a surplus in the construction fund for which the Board of Directors is Insurance Trustee after the repair or reconstruction of the damage, such surplus may be retained by the Association as a reserve or may be used in the maintenance and operation of the Association. In the discretion of the Board of Directors, any surplus may, in the alternative, be distributed to the Owners and mortgagees directly affected by the damage.

Section 18. 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:

18.1 Additional Buildings. 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.

18.2 Material Storage and Use. 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.

18.3 Exterior Alterations. 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.

18.4 Rubbish and Debris. 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.

18.5 Easement Area Enjoyment. 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.

18.6 Recreational Equipment. 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.

18.7 Satellite Dishes and Antennas. Outdoor satellite dishes, radio or television antennas or other electronic receivers may be installed upon consultation with the Board of Directors as to the location, screening and landscaping for such components.

18.8 Lots and Easement Area Use. 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.

18.9 Clothes Lines. 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.

18.10 Residential Use. All Villas shall be used exclusively for residential purposes. 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. Notwithstanding the foregoing, home occupations permissible under applicable zoning regulations shall be permitted so long as parking for all vehicles related to such home occupation are confined to the driveway for such Villa.

18.11 Vehicles. No boats, campers, trailers of any kind, buses, mobile homes, motor 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.

18.12 Animals. No animals of any kind shall be raised, bred, or kept in any Villa or any portion of the Easement Area except that pet dogs, cats, or customary household pets may be kept in a Villa, 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.

18.13 Single Family Neighborhood. Villa Glen at Brighton Point is intended to be a single family neighborhood. It is the policy of the Villa Glen Homeowners' Association that homes shall not be used as rental property. The Villa Glen Board has the authority to enter into a temporary agreement with an owner regarding the basis for and the length of such a lease, but not to exceed one (1) year.

18.14 Orientation. A "New Owner Orientation" is required when a Villa Glen home is sold. It helps increase the new owner's sense of belonging and inclusion. It is also a great opportunity to welcome a new owner into our neighborhood. Another purpose is to familiarize the new owner with their rights, the Villa Glen Covenants, Conditions and Restrictions and the Bylaws of the Villa Glen Homeowners' Association. The process used is:

(a) When selling a Villa Glen home, the current owner advises any one of the HOA Board members of their intention to sell.

(b) At least one (1) week prior to closing or no later than sixty (60) days after closing, the new homeowner meets with a Board member to review all owner HOA documents and familiarize the new owner with the Villa Glen neighborhood.

Section 19. Amendment of Declaration. Except as otherwise provided in this Amended Declaration, amendments to this Amended Declaration shall be proposed and adopted in the following manner:

19.1 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.

19.2 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.

19.3 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.

19.4 Adoption. Any proposed amendment to this Amended Declaration must be approved by not less than seventy-five percent (75%) of the Member votes cast at a duly called meeting (provided a quorum is present).

19.5 Special Amendment. No amendment to this Amended 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 Amended Declaration with respect to casualty insurance to be maintained by the Association; or (3) provisions of Section 17 of this Amended Declaration with respect to reconstruction or repair in the event of fire or casualty, or (4) any of the provisions of Section 16 of this Amended Declaration with respect to the assessments on any Lot, by not less than seventy-five percent (75%) of the Member votes cast at a duly called meeting.

19.6 Recording. Each amendment to the Amended 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.

Section 20. 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 Amended 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 Amended 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 Amended Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations applicable thereto as each may be amended from time to time.

Section 21. 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. 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 22. 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 23. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Amended Declaration, the Articles or the

Bylaws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Amended Declaration, the Articles, or the Bylaws, and each shall be enforced to the greatest extent permitted by law.

Section 24. 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 and include all genders. The singular shall include and refer to the plural and vice versa as appropriate.

Section 25. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and sub-paragraphs of this Amended Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Amended Declaration or any provision hereof.

Section 26. The Plat. The plat of The Villa Glen, Phase I, at Brighton Point, Phase II, Parcel C is incorporated into this Amended Declaration by reference and has been filed in the Office of the Recorder of Monroe County, Indiana, as of the 26th day of March, 2003, as instrument number 20030007831 in Plat Cabinet C, Envelope 327, together with any subsequent plat recorded in the Office of the Recorder of Monroe County, Indiana.

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

JARA Stogdzill
Name

{The remainder of this page was intentionally left blank. Signatures on following page.}

VILLA GLEN AT BRIGHTON POINT
HOMEOWNERS' ASSOCIATION, INC.

By: Lynn L. Schenck By: Charles M. Reigeluth
Print Name: LYNN L. SCHENCK Print Name: Charles M. Reigeluth
Its: PRESIDENT Its: Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

LYNN L. SCHENCK known to me to be the President of the Villa Glen at Brighton Point Homeowners' Association, Inc. personally appeared before me, a Notary Public, in and for said County and State on the 17th day of AUGUST, 2015, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of Villa Glen at Brighton Point Homeowners' Association, Inc.

My Commission expires:

10/16/2016

Notary Public

Brenda R. Lewis

County of Residence:

MONROE

Name Printed

BRENDA R. LEWIS

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

CHARLES M. REIGELUTH known to me to be the Secretary of the Villa Glen at Brighton Point Homeowners' Association, Inc. personally appeared before me, a Notary Public, in and for said County and State on the 17th day of AUGUST, 2015, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of Villa Glen at Brighton Point Homeowners' Association, Inc.

My Commission expires:

10/16/2016

Notary Public

Brenda R. Lewis

County of Residence:

MONROE

Name Printed

BRENDA R. LEWIS

This instrument prepared by: Megan Lewis, Lewis Law LLC, 1205 North Walnut Street,
Bloomington, Indiana 47404-3565; (812) 336-6989.

**Second Amended Declaration of
Covenants, Conditions and Restrictions of
The Villa Glen at Brighton Point Homeowners' Association, Inc.**

This SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLA GLEN AT BRIGHTON POINT (the "Second Amended Declaration") is made this 18th day of November, 2021, by the Villa Glen at Brighton Point Owners.

RECITALS

(A) The Members are the owners of fee simple title to the Lots in the Villa Glen at Brighton Point; and

(B) The Villa Glen at Brighton Point Real Estate was previously platted and subjected to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of the Villa Glen at Brighton Point Homeowners' Association as previously recorded on June 11, 2009, as instrument number 2009009925, in the Office of the Recorder of Monroe County, Indiana (the "Original Declaration").

(C) The Original Declaration provided that Class A and Class B Members could amend the Original Declaration by a vote of not less than Seventy-Five (75%) percent of the Members. A Special Amendment to the Original Declaration requires a vote of One Hundred (100%) percent of the Members.

(D) On August 17, 2015, One Hundred (100%) percent of Members approved the Amended Declaration at a meeting of the Villa Glen at Brighton Point Owners duly called and held, which Amended Declaration was duly recorded on the 18th day of August, 2015 in the Office of the Recorder of Monroe County as Instrument No. 2015011605.

(E) On November 18, 2021, more than 75% percent (75%) of the Members approved the Second Amended Declaration at a meeting of the Villa Glen at Brighton Point Owners duly called and held and;

(F) The Members wish to record the Second Amended Declaration and upon recording, the Second Amended Declaration shall become effective and shall supersede the Original Declaration and the Amended Declaration and apply to all Villa Glen at Brighton Point Real Estate and to each Villa Glen at Brighton Point Owner.

NOW, THEREFORE, the undersigned officers of the Villa Glen at Brighton Point Homeowners' Association, Inc., acting on behalf of the Villa Glen at Brighton Point Owners declare that the Villa Glen at Brighton Point Real Estate subjected to the terms of this Second Amended Declaration shall be held, transferred, encumbered, used, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively

for the use and benefit of the Villa Glen at Brighton Point Owner and of each and every person or entity who now or in the future owns any Lot within the Villa Glen at Brighton Point Real Estate, a neighborhood developed within The Villa Glen at Brighton Point.

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

1.1. Association. "Association" means The Villa Glen at Brighton Point Homeowners' Association, Inc., its successors and assigns, an Indiana not-for-profit corporation.

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

1.3. Bylaws. "Bylaws" means the Bylaws of the Association, providing for the administration and management of the Association, as may be amended from time to time.

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

1.5. Delinquency Date. "Delinquency Date" means the date which is fifteen (15) days after the due date of any Regular or Special Assessment.

1.6. Easement Area. "Easement Area" means all the area in the Real Estate outside the boundaries of any Lot, including without limitation the Access, Landscape, Utility, Drainage and Signage Easement, and the Tree Preservation Easement.

1.7. 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 or in fulfillment of the Association's responsibilities for maintaining any Villa(s) or Lot, as specifically set forth herein.

1.8. Lot. "Lot" means any plot of ground designated as such upon the recorded Plat of The Villa Glen at Brighton Point or any plat of the Annexed Real Estate upon which one (1) Villa is constructed, or has existed. Whenever used in the Second Amended Declaration, "Lot" will be deemed to include the Villa, if any, located thereon.

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

1.10. 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 Second Amended Declaration.

1.11. Party Wall. "Party Wall" means the wall which is built as part of the original construction of the Villas upon the Lot and placed on the dividing lines between the Villas.

1.12. Plat. "Plat" means the Plat prepared by Smith-Neubecker and Associates of Villa Glen, Phase I at Brighton Point, Phase II, Parcel C, being on record in the Office of the Recorder of Monroe County, Indiana, as instrument number 20030007831 in Plat Cabinet C, Envelope 327, together with any subsequent plat recorded in the Office of the Recorder of Monroe County, Indiana.

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 Real Estate.

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

1.15. The Villa Glen at Brighton Point. "The Villa Glen at Brighton Point" means the attached single-family development known as The Villa Glen at Brighton Point.

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

Section 2. Declaration. The Villa Glen at Brighton Point hereby expressly declares that the Real Estate shall be held, conveyed and transferred in accordance with the provisions of this Second Amended Declaration.

Section 3. Description of The Villa Glen at Brighton Point. The Villa Glen at Brighton Point consists of twenty (20) Lots numbered 1 through 19 and 21, inclusive, together with the Easement Area shown on the Plat. The sizes of the Lots are as designated on the Plat. The legal description for each Lot in The Villa Glen at Brighton Point is as follows:

Lot _____ in The Villa Glen, Phase I, at Brighton Point, Phase II, Parcel C, a subdivision in Monroe County, Indiana, as per Plat thereof recorded as instrument number 20030007831 in Plat Cabinet C, Envelope 327 in the Office of the Recorder of Monroe County, Indiana.

Section 4. Lots and Easements. The boundaries of each Lot in The Villa Glen 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 line as established hereunder to be outside the actual boundary line of the Lot.

Section 5. Ownership of Easement Area. The Easement Area is owned by the Association, and shall be held for the use and enjoyment of the Owners, all of whom shall have the right of enjoyment in and access to the Easement Area which right shall pass with title to every Lot, subject to the provisions of this Second Amended Declaration, including but not limited to the following:

(a) The right of the Association, upon approval by a written instrument signed by two-thirds (2/3) of all Members, 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.

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

(c) The Easement Area shall be conveyed to or owned by the Association on or before the Applicable Date; provided, however, that expenses relating to the maintenance of the Easement Area are to be included within the Association budget from the time of conveyance of the first Lot.

Section 6. Delegation of Use of the Easement Area. Any Owner may delegate, in accordance with provisions of this Second Amended Declaration and the rules or regulations promulgated by the Association, the right of enjoyment, and the use of the Easement Area and facilities to family members or contract purchasers who reside in any Villa.

Section 7. 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 a Villa.

Section 8. 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 on the Plat or as thereafter may be approved 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, the Board of Directors shall have the right to grant such easement on such Property, without conflicting with the terms of this Second Amended Declaration. The easements granted herein shall in no way affect any other recorded easement on the Property. In addition, the Board of Directors may approve from time to time easements on the Property for purposes of Storm water drainage and/or detention.

9.1 General Rules of Law to Apply. Each interior wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing lines between the Villas shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Law regarding party walls and liability of property damage due to negligence or willful acts or omissions shall apply thereto.

9.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

9.3 Destruction by Fire or other Casualty. In the event of damage or destruction of the Party Wall from any causes, other than the negligence of the Owners of either Villa and except as hereinafter provided, then the Owners of the respective Villas shall at joint and equal expense, repair or rebuild the Party Wall on the same spot and on the same line, and be of the same size and of the same or similar material and of like quality with the present Party Wall.

9.4 Requirement for Repair. The Owners of either Villa agree that repairs and reconstruction of the Party Wall shall be undertaken whenever a condition exists which may reasonably result in damage or injury to person or property if repair or reconstruction work is not undertaken. Either Owner upon discovering the possibility of damage or destruction, shall notify the other Owner of the nature of the damage, the work required to remedy the situation and the estimated cost of the repair or reconstruction. The other Owner shall then have twenty (20) calendar days from the receipt of the Notice either to object to the repairs and reconstruction or to pay his/her share of the cost of such work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property, the Owner shall then have three (3) calendar days from the receipt of the notice, which notice shall state in detail that an emergency exists, either to object to the repairs or reconstruction or to pay his/her share of the costs of the work.

9.5 Negligence of an Owner. If either Owner, family members, guests and/or invitees shall cause the damage to or the destruction of the Party Wall, the negligent Owner shall bear the entire cost of repair or reconstruction.

9.6 Right to Contribution Runs with Land. The right of any Owner to Contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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 functions as may be designated to it, a not-for-profit corporation which is known as The Villa Glen at Brighton Point Homeowners' Association, Inc. has been incorporated. 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/she/it realizes upon that

security, at which time he/she/it shall automatically be and become an Owner/ Member of the Association.

10.1 Members. Members shall be all Owners 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 Board of Directors. The Association shall elect a Board of Directors annually in accordance with and as prescribed by the Bylaws as amended from time-to-time. 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 shall be 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, mailed, or emailed 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 equal to the number one (1) divided by the total number of Lots which have been subjected to this Second Amended Declaration; 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 an Easement Expense.

Section 13. Utilities. Each Owner shall pay for his/her 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/her expense, be responsible for the maintenance, repairs, decoration and replacement within his/her own Villa unless otherwise provided herein. In addition, in accordance with standards established by the Board, each Owner shall at his/her expense be responsible for the maintenance, repair, decoration and replacement of the decks, screened porches and patios. All fixtures and equipment including appliances, interior doors, windows, and all other accessories installed within the Villa shall be maintained and kept in repair by the Owner thereof. Commencing at a point where the utility lines, wires, conduits or systems are no longer maintained by the utility and water and sewer lines, drainage pipes and related plumbing

systems are not maintained by the city, the Owner shall assume responsibility for all maintenance and repairs thereto required.

Owner shall promptly perform all maintenance and repair in his/her Villa and lot, which if neglected, might adversely affect any Villa, Easement Area or the value of the Property. Maintenance, repairs, replacements and upkeep of the Easement Area shall be furnished by the Association, as a part of the Easement Expense in accordance with this Section 14.

In addition to the maintenance of the Easement Area, as budgeted funds are available and on a schedule determined by the Board of Directors and the availability of the selected services providers, the Association shall provide exterior maintenance upon each Lot and Villa for the following: repair, replacement and care of all exterior doors (including garage doors, but excluding door openers and hardware), gutters, downspouts, exterior building surfaces, and other exterior improvements. "Other exterior improvement" shall not include decks, patios or screened porches, interior or exterior glass surfaces, screens, windows, or other hardware; all such maintenance shall be the sole responsibility of the Owner.

In addition the Association shall provide exterior maintenance upon each Lot and Villa for the repair and maintenance of the roofs that is not covered by the Owner's warranty; however, if the Board of Directors deems that the roof of a Villa needs to be replaced, the cost of replacement shall be borne entirely by the Owner of the Villa to the extent not covered by insurance. The Board of Directors shall have exclusive decision making regarding the roof replacement. This includes, but is not limited to when the roof is replaced, the type of shingles installed, the contractor used and the warranty provided.

The cost of maintaining, servicing and operating a sewer lateral that serves a Villa from the point where the sewer line exits a Villa to the point where the sewer lateral connects to the City of Bloomington sewer main shall be borne by the Owner of each Villa. The Owners shall indemnify and hold the City of Bloomington, Indiana harmless from any claim for injury or damage arising as a result of the Owner's failure to properly maintain, service or operate any single sewer lateral.

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, or other landscaping planted or installed by an Owner upon the Owner's Lot shall be maintained by the Owner. Any annual flowers, perennial flowers, ground cover or plants shall be maintained by the Owner, regardless of whether the same was planted or installed by the Owner, the Association, or the Declarant. All plantings shall be subject to prior approval of the Board except for annual flowers. Owner shall not plant trees, shrubs, flowers or any other plant known to be invasive.

The Owner shall be responsible for watering the grass, planting beds and other landscaping located on Owner's Lot, whether planted by the Owner or by the Association.

If the need for maintenance and repair including landscape maintenance results from the neglect or willful or negligent act of the Owner, 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/her 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 to enter upon each individual Villa lot for purposes of inspection of the Easement Area appurtenant thereto, and replacement, repair and maintenance of the same.

Notwithstanding any provision in these Covenants to the contrary, the Board of Directors shall, in its sole discretion, determine the timing and priority of maintenance requests for which the Association is responsible that may come before the Board from time-to-time.

Section 15. Alterations, Additions and Improvements. Without the prior written approval of the Board of Directors, no Owner may make any alterations, additions, removals, 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 Second Amended Declaration unless such alteration, addition or improvement is approved by Seventy-five percent (75%) of the members. 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. The owner may however plant annual flowers on the front, side or back of their lot without consent of the Board so long as such plants are not known to be invasive.

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

16.1 **Annual Accounting.** Once annually, on or before April 1 of each calendar year, the Board of Directors shall cause to be prepared and furnished to 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 prior to 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 before the annual meeting. The proposed annual budget shall be submitted to the Owners at the annual meeting of the Association for review and discussion, and, upon such discussion, if so adopted the budget 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 the Board of Directors; provided, however, in no event shall the annual meeting of the Owners be adjourned until an annual budget is adopted.

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 (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 as of the date of the adoption of the annual budget.

16.4 Special Assessments. In addition to the Regular Assessments authorized above, the Board of Directors may levy such Special Assessments as may be necessary from time-to-time for the purpose of defraying, in whole or in part: (1) the cost of any construction, reconstruction, repair or maintenance of a structure or 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. Each Owner 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. The Board of Directors 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, prove 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 deposited in the reserve fund.

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 Second Amended 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 and for the Association's maintenance responsibilities for the Villas as set forth in Section 14, based upon good faith estimates of the useful life and replacement cost 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. All amounts held by the Association pursuant to this Section 16.7 shall be

maintained in a federally-insured, interest-bearing account and any interest thereon shall be added to and deemed a part of such fund. As determined by the Board of Directors, the reserve fund may be used for capital expenditures and replacement and repair of the Easement Area and of Villas (to the extent such capital expenditures, repair and replacement are the obligation of the Association), for maintaining streets, driveways, sidewalks, walkways from driveways to the front door and exterior doors, including garage, front and atrium doors, etc. and may be used for usual and ordinary repair expenses of the Easement Area or the Villas or expenses related to and necessary for the orderly administration of the Association in the event that annual budgeted funds are insufficient to meet such needs.

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 recording and reporting of Association funds shall be in accordance with generally accepted accounting principles.

16.10 Collection of Assessments. Each Assessment shall be due and payable on the due date thereof as specified in this Second Amended 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 a late fee equal to ten percent (10%) of the amount due (or the maximum amount allowed under applicable law) shall be assessed for each thirty (30) day period in which such amount due remains unpaid. 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 ten percent (10%) 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 and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Villa and to collect funds 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. Any costs paid by the Association for which an Owner is responsible that is not reimbursed to the Association within thirty (30) days of notice to Owner of the amount due shall be deemed delinquent without further notice and subject to the same costs, penalties, and liens provided

herein for delinquent assessments.

16.11 Subordination of Assessment Lien to Mortgagee. Notwithstanding anything contained in this Second Amended 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. Casualty Insurance; Reconstruction or Repair of Casualty Damage

17.1 Casualty Insurance on Villas. The purpose of the provisions of Section 17 is to ensure that, in the event of casualty loss to a Villa in the Association, there shall be proceeds from insurance sufficient to repair or reconstruct the Villa at least to the standards of the original plans and specifications of the damaged unit.

17.2 Responsibility of Association for Insurance Coverage. The Board of Directors of the Association shall purchase casualty insurance on the supporting structure and exterior of the Villas in the Association. Such coverage shall include:

- (a) Footings
- (b) Foundation
- (c) Framing outside walls
- (d) Exterior siding and guttering
- (e) Brick
- (f) Windows
- (g) Concrete floors and sub-flooring
- (h) Exterior doors
- (i) Garage doors
- (j) Roofs
- (k) Porches, decks, patio slabs and patios (screened and glassed areas included)
- (l) Chimneys and fireplaces, not including inserts
- (m) Electrical service to the meter
- (n) Interior stud walls and framing except those located in the basement or lower level
- (o) Interior perimeter support walls and beams
- (p) Earthquake coverage for above

Such insurance shall at a minimum be in an amount equal to the full replacement value last determined (i.e. 100% of "replacement cost" exclusive of land) of the above aspects of Villas in the Association, a "Demolition Endorsement" or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, such insurance to protect against at least the following: loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm,

and water damage.

The Board of Directors of the Association shall also purchase additional insurance as necessary to include, but not be limited to, coverage for directors and officers, the managing agent, and general liability. The cost of this additional insurance is to be divided equally among the Owners.

17.3 Responsibility of the Owner for Insurance Coverage. The individual Owner shall purchase and maintain condominium homeowner insurance or any equivalent to protect the Owner against personal liability and loss or casualty of personal property and improvements to the interior, including earthquake coverage, that will insure the reconstruction and repair of casualty damage to the interior of the Villa that is not the responsibility of the Association to insure under Section 17.2. Such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board of Directors. If a casualty loss is sustained and there is a reduction in the amount of the proceeds otherwise payable on the insurance purchased by the Board of Directors due to proration of insurance purchased by the Owner, the Owner shall assign to the Association the proceeds of the insurance purchased by him to the extent of the reduction. All policies purchased by the Owner which give the carrier the right to elect to restore damage in lieu of a cash settlement shall provide that such option shall not be exercisable by the carrier without the approval the Board of Directors. Such insurance coverage by the Owner shall include, without limitation:

- (a) Utility lines, plumbing, water and sewer lines for which Owner is responsible
- (b) Duct work
- (c) Insulation
- (d) Drywall
- (e) Floor coverings
- (f) Light fixtures
- (g) Appliances
- (h) Interior doors and trim
- (i) Plumbing fixtures
- (j) Heating, cooling, filtering units, ceiling and exhaust fans
- (k) Window treatments
- (l) Drywall coverings such as painting, wallpaper, tile, decoration and trim
- (m) Cabinets, including but not limited to kitchen and bathroom cabinets, built-in bookcases, and TV enclosures.
- (n) Owner's furnishings and personal property
- (o) Earthquake coverage for above

17.4 Administration of Insurance Coverage for which Association is Responsible.

(a) Determination of Coverage: Payment of Premiums by Owner. The Board of Directors shall determine the amount of coverage on each Villa in the Association required to fulfill the Association's responsibility. Owners will be billed annually for the premiums attributable to their homes and their equal share of the premiums for any additional insurance purchased by the Board of Directors under Section 17.2.

(b) Deductibles. The Association shall be responsible for payments of the deductible on insurance carried by it when the damage is to property that is the Association's responsibility. However, in cases where the Board of Directors determines that the Owner was responsible for the loss, the Owner shall deposit with the Board as Insurance Trustee the amount of the deductible.

(c) Insurance Trustee. All proceeds payable as a result of casualty losses covered by insurance purchased by the Board of Directors shall be paid to the Association, and the Board of Directors shall act as the Insurance Trustee. The sole duty of the Insurance Trustee shall be to receive the proceeds as they are paid and to hold the proceeds in trust for the benefit of the Owners and their respective mortgagees and for the purposes stated in this Section 17.

(d) Right to Adjust Losses. Each Owner shall be deemed to have delegated to the Board of Directors the right to adjust with the insurance company the proceeds payable under policies purchased by the Board of Directors.

(e) Proceeds to Mortgagee. In no event shall any distribution of proceeds be made by the Board of Directors to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event, any distribution of proceeds shall be to the Owner and the mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Villa in the Association and may be enforced by the mortgagee.

17.5 Insurance Coverage for Which the Owner is Responsible.

(a) Amount of Coverage. Each Owner shall carry insurance to meet the Owner's responsibility under Section 17.3, which shall not be less than 100% of the replacement value necessary to restore the Villa to the standards of the original plans and specifications of the Villa.

(b) Choice of Insurance Carrier. Owners may choose the Insurance carrier for the coverage that is their responsibility.

(c) Deductibles. Owners may determine the amount of their deductibles, except deductibles for casualty losses on repair or reconstruction of Villas may not be more than five thousand dollars without permission of the Board of Directors. (This provision does not apply to earthquake coverage.)

17.6 Reconstruction or Repair of Casualty Damage to Villas. It is the purpose of this section that, in the event of damage, Villas be promptly reconstructed or repaired to maintain the integrity and appearance of homes in the Association.

(a) Responsibility of the Board of Directors and of Owners. The Board of Directors and affected Owners shall proceed promptly to reconstruct or repair those aspects of Villas on which they were responsible for carrying insurance under Sections 17.2 and 17.3. Such restoration shall be in accordance with the standards of the original

plans and specifications of the Villa, except at the election of the affected Owner, the Villa may be restored to the condition, as it existed immediately prior to the damage.

(b) Application of Insurance to Restoration; Funding Restoration if Insurance Is Inadequate. The proceeds of insurance carried by the Association and by Owners for the repair and reconstruction or repair of Villas shall be applied to the cost of such restoration. If the insurance proceeds from the insurance carried by affected Owners are inadequate to cover the costs of restoration or if there are no proceeds, the Owners directly affected by the damage shall pay the cost of restoring the Villa. If any Owner fails or refuses to restore a home when required, the Board of Directors may pursue whatever legal means are available to cause such restoration, including but not limited to the Board of Directors completing the restoration and paying the cost thereof, with the cost attributable to the Owner who refuses or fails to make the restoration when required becoming a lien on such defaulting Owner's Villa and subject to foreclosure in the same manner as provided for Regular Assessments.

(c) Choice of Contractor Estimates and Specifications. In the event of damage to Villas where the structure and exterior of the Villa is affected, affected Owners may choose a contractor for restoration of the Villa, subject to approval by the Board of Directors. The contractor shall submit estimates and specifications for the Board of Directors' approval. If damage is only to those aspects of a Villa for which the Owner is responsible, the affected Owner may proceed with restoration without approval of the Board of Directors, so long as that restoration complies with Section 17.3.

(d) Option of Board of Directors to Proceed With Restoration of Structure and Exterior of Villa. At its option, the Board of Directors may proceed with repair and reconstruction of those aspects of a damaged Villa for which the Association is responsible without waiting for settlement of an affected Owner's insurance claim or for the submission of a contractor, estimates, and specifications. Owners are deemed to have given the Board of Directors permission to enter an Owner's property for this purpose.

(e) Encroachments. Encroachments upon the real property of an Owner or in favor of the real property of an Owner which may be created as a result of repair or reconstruction of any Villa shall not constitute a claim or basis of a proceeding or action by the Owner upon whose real property such encroachment exists; provided, however, that such repair or reconstruction was either substantially in accordance with the original plans and specifications for the Villas in Association or substantially in accordance with the Villa as originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Villa stands. Each Owner hereby conveys to the Board of Directors an easement to permit the Association, its agents, employees or designates to enter upon and across the Lot of the Owner for the purpose of repairing or reconstructing the Lot.

(f) Surplus. In the event there is a surplus in the construction fund for which the Board of Directors is Insurance Trustee after the repair or reconstruction of the damage, such surplus may be retained by the Association as a reserve or may be used in the maintenance and operation of the Association. In the discretion of the Board of Directors,

any surplus may, in the alternative, be distributed to the Owners and mortgagees directly affected by the damage.

Section 18. 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:

18.1 **Additional Buildings.** 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.

18.2 **Material Storage and Use.** 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.

18.3 **Exterior Alterations.** 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.

18.4 **Rubbish and Debris.** 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.

18.5 **Easement Area Enjoyment.** 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.

18.6 **Recreational Equipment.** 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.

18.7 **Satellite Dishes and Antennas.** Outdoor satellite dishes, radio or television antennas or other electronic receivers may be installed upon consultation with the Board of Directors as to the location, screening and landscaping for such components.

18.8 **Lots and Easement Area Use.** No advertising signs (except one "for sale" 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.

18.9 Clothes Lines. 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.

18.10 Residential Use. All Villas shall be used exclusively for residential purposes. 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. Notwithstanding the foregoing, home occupations permissible under applicable zoning regulations shall be permitted so long as parking for all vehicles related to such home occupation are confined to the driveway for such Villa.

18.11 Vehicles. No boats, campers, trailers of any kind, buses, mobile homes, motor 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. Owners shall be responsible for assuring their guest's vehicles parked on the street do not obstruct other vehicles from safely passing.

18.12 Animals. No animals of any kind shall be raised, bred, or kept in any Villa or any portion of the Easement Area except that pet dogs, cats, or customary household pets may be kept in a Villa, 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.

18.13 Single-Family Neighborhood. Villa Glen at Brighton Point is intended to be a single-family residential neighborhood. It is the policy of the Villa Glen Homeowners' Association that homes shall not be used as rental property.

18.14 Orientation. New Owners shall be provided with documents and information by a Board member, or other existing Owners that will assist them in integrating into the community.

Section 19. Amendment of Declaration. Except as otherwise provided in this Second Amended Declaration, amendments to this Second Amended Declaration shall be proposed and

adopted in the following manner:

19.1 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.

19.2 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.

19.3 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.

19.4 Adoption. Any proposed amendment to this Second Amended Declaration must be approved by not less than seventy-five percent (75%) of the Member votes cast at a duly called meeting (provided a quorum is present).

19.5 Special Amendment. No amendment to this Second Amended 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 Second Amended Declaration with respect to casualty insurance to be maintained by the Association; or (3) provisions of Section 17 of this Second Amended Declaration with respect to reconstruction or repair in the event of fire or casualty, or (4) any of the provisions of Section 16 of this Second Amended Declaration with respect to the assessments on any Lot, by not less than seventy-five percent (75%) of the Member votes cast at a duly called meeting.

19.6 Recording. Each amendment to the Second Amended 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.

Section 20. 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 Second Amended 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 Second Amended 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 Second Amended Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations applicable thereto as each may be amended from time to time.

Section 21. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her negligence or by that of any member of his/her family or their guests, employees, agents or lessees to the extent that such expense is

not covered by the proceeds of the insurance. An Owner shall pay the amount of any increase in insurance premiums occasioned by his/her use, misuse, occupancy or abandonment of the Lot or its appurtenances or of the Easement Area.

Section 22. Non-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/her Lot. Further, the failure of the Association or any Owner to enforce the terms and conditions of these Covenants shall not operate as a waiver of the rights of each or either to do so in the future or be construed as consent to any deviation of the covenants, conditions and restrictions.

Section 23. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Second Amended Declaration, the Articles or the Bylaws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Second Amended Declaration, the Articles, or the Bylaws, and each shall be enforced to the greatest extent permitted by law. Owners and Association agree unresolved disputes will be submitted to mediation for resolution.

Section 24. 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 and include all genders. The singular shall include and refer to the plural and vice versa as appropriate. It shall refer to any corporate or other entity acquiring a direct or indirect interest in Villa Glen property.

Section 25. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and sub-paragraphs of this Second Amended Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Second Amended Declaration or any provision hereof.

Section 26. The Plat. The plat of The Villa Glen, Phase I, at Brighton Point, Phase II, Parcel C is incorporated into this Second Amended Declaration by reference and has been filed in the Office of the Recorder of Monroe County, Indiana, as of the 26th day of March, 2003, as instrument number 20030007831 in Plat Cabinet C, Envelope 327, together with any subsequent plat recorded in the Office of the Recorder of Monroe County, Indiana.

VILLA GLEN AT BRIGHTON POINT
HOMEOWNERS' ASSOCIATION, INC.

By: Ron Reimer
Ron Reimer
President

By: Steve Adams
Steve Adams
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

CARI FLEMING
NOTARY PUBLIC
SEAL
MONROE COUNTY, STATE OF INDIANA
COMMISSION EXPIRES 08/15/2029
COMMISSION NO. 0738492

Ron Reimer, the President of the Villa Glen at Brighton Point Homeowners' Association, Inc. personally appeared before me, a Notary Public, in and for said County and State on the 18th day of November, ~~2015~~ 2021, and acknowledged the execution of the foregoing Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Villa Glen at Brighton Point Homeowners' Association, Inc.

My Commission expires:

08/15/2029

Notary Public

County of Residence:

Monroe

Name Printed

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Steve Adams, the Secretary of the Villa Glen at Brighton Point Homeowners' Association Inc. personally appeared before me, a Notary Public, in and for said County and State on the 19th day of November, ~~2015~~ 2021, and acknowledged the execution of the foregoing Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Villa Glen at Brighton Point Homeowners' Association, Inc.

My Commission expires:

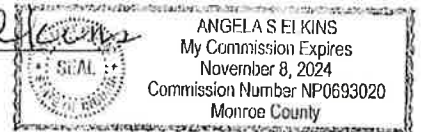
11.08.2024

Notary Public

County of Residence:

Monroe

Name 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. Angela F. Parker

This Instrument Prepared By
Angela F. Parker, Attorney at Law
CARMINPARKER, PC
116 West 6th Street, Suite 200, P.O. Box 2639
Bloomington, Indiana 47402-2639
Telephone: (812) 332-6556

EXHIBIT A

LEGAL DESCRIPTION FOR VILLA GLENN

OVERALL AND PLATS

LEGAL DESCRIPTION FOR
VILLA GLENN OVERALL
JOB NO. 3136

A Part of Parcel "C" in Brighton Point, Phase II as recorded in Plat Cabinet C, Envelope 304 as found in the Office of the Recorder, Monroe County, Indiana.

BEGINNING at the Northeast corner of Parcel C; thence on the West boundary of said Parcel C the following two (2) courses; 1) SOUTH 04 degrees 43 minutes 12 seconds West 59.78 feet; 2) South 15 degrees 35 minutes 05 seconds West 370.30 feet; thence leaving said west boundary SOUTH 75 degrees 43 minutes 09 seconds West 211.45 feet to a point on the Western boundary of an access, landscape, drainage, signage easement known as Baldwin Drive; thence on said Western boundary the following two 2) courses: 1) NORTH 00 degrees 23 minutes 14 seconds East 47.83 feet; 2) NORTH 00 degrees 23 minutes 14 seconds East 47.89 feet; thence 7.13 feet along a 213.00 foot radius tangent curve to the right whose chord bears NORTH 01 degrees 20 minutes 49 seconds East 7.13 feet; thence NORTH 89 degrees 57 minutes 10 seconds West 179.11 feet; thence NORTH 54 degrees 06 minutes 05 seconds West 49.91 feet; thence SOUTH 58 degrees 55 minutes 37 seconds West 68.59 feet; thence NORTH 86 degrees 09 minutes 28 seconds West 153.30 feet to the West Line of said Parcel "C"; thence along said West Line the following (4) courses: 1) NORTH 03 degrees 17 minutes 45 seconds West 24.75 feet; thence 2) NORTH 11 degrees 48 minutes 02 seconds East 193.34 feet; thence 3) NORTH 46 degrees 39 minutes 45 seconds East 68.75 feet; thence 4) NORTH 00 degrees 59 minutes 37 seconds West 104.06 feet; thence SOUTH 88 degrees 38 minutes 13 seconds East 527.65 feet; thence NORTH 53 degrees 39 minutes 50 seconds East 76.98 feet; thence NORTH 00 degrees 59 minutes 37 seconds West 16.60 feet to the Southeast Corner of a dedicated Right-of-Way (P.C. "C", Env 304); thence on the South Boundary of a said Right-of-Way SOUTH 85 degrees 16 minutes 48 seconds 64.85 feet to the POINT OF BEGINNING, containing 5.59 acres, more or less.

PLATS

VILLA GLEN, PHASE I AT BRIGHTON POINT, PHASE II, PARCEL C
INST. 2003007831, REC. 03/26/2003, PLAT CABINET C, ENVELOPE 327

VILLA GLEN, PHASE II AT BRIGHTON POINT, PHASE II, PARCEL C
INST. 2004002247, REC. 02/04/2004, PLAT CABINET C, ENVELOPE 358

VILLA GLEN, PHASE III AT BRIGHTON POINT, PHASE II, PARCEL C
INST. 2004015943, REC. 07/20/2004, PLAT CABINET C, ENVELOPE 373

VILLA GLEN, PHASE IV AT BRIGHTON POINT, PHASE II, PARCEL C
INST. 2005009087, REC. 05/19/2005, PLAT CABINET D, ENVELOPE 5

VILLA GLEN, PHASE V AT BRIGHTON POINT, PHASE II, PARCEL C
INST. 2005021407, REC. 10/21/2005, PLAT CABINET D, ENVELOPE 18

UNABLE TO LOCATE A PLAT FOR GLEN, PHASE VI AT BRIGHTON POINT, PHASE II, PARCEL C

VILLA GLEN, PHASE VII AT BRIGHTON POINT, PHASE II, PARCEL C
INST. 2006021106, REC. 10/27/2006, PLAT CABINET D, ENVELOPE 52

RULES, POLICIES, AND INFORMATION FOR VILLA GLEN

Revision November, 2024

These rules and policies are a supplement to the Villa Glen Covenants and are intended to provide requirements and information that enable Villa Glen to maintain its uniform and inviting appearance and an environment that is respectful to all Owners. They may need to be changed from time to time

1. OUTSIDE:

1.1 An Owner wishing to make any exterior change to their building, structures, landscaping or yard must first obtain approval from the Board of Directors with detailed written requests submitted to the property manager, Mackie Properties, or a Board member.

Change forms are available on the owner's portal site.

1.2 Owners are responsible for maintaining the Board approved changes they make and this responsibility will extend to future owners.

1.3 Cracks in concrete patios should be filled with matching sealant. If the patio breaks up, the Owner should replace it. Periodic inspections are encouraged.

1.4 Rotting wood or supports of pergolas, patios or screened porches should be replaced to maintain the integrity of the structure and power washed as needed. Structures are to be painted Villa Glen yellow with paint refreshed as needed.

Wood flooring can be stained with natural wood or gray stain and sealed. Non wood flooring should be natural wood color or gray. The flooring should be power washed periodically and repaired and replaced as needed.

2. MAINTENANCE

2.1 Deviations from the original construction is the responsibility of the Owner.

2.2 The Owner is responsible for maintaining pergolas, patios, decks, and screened porches. The Owner is also responsible for posts that hold the roof, ceiling, and trim for enclosed or screened porch or deck. The Owner should timely replace rotted wood on porches and maintain flooring. The HOA is not responsible for uncovered porches, decks, and patios. The HOA will make repairs (not replacement) to the roof over the structure, maintain gutters, downspouts, siding, standard trim, original carriage light on the structure and the exterior door leading from the home.

2.3 Garage doors are maintained by the HOA; however, the power mechanism that operates the door is the responsibility of the Owner.

2.4 All windows including glass, frames, screens, and hardware are the responsibility of Owner. Screens are to be replaced if worn or torn.

2.5 Owners are encouraged to ensure the air conditioning units sit level and are centered.

2.6 Owners are responsible for maintenance and inspection of their HVAC systems to ensure they are properly and safely functioning.

2.7 Prior to freezing weather remove hoses from spigots and have the irrigation system winterized.

2.8 If home is unoccupied for an extended period, turn off the water at the main.

2.9 Dryer vents need to be cleaned periodically to prevent the risk of fire and washing machine hoses need to be checked.

- 2.10 If the fireplace is used, the chimney should be inspected and cleaned.
- 2.11 Crawl space vents should be opened and closed at appropriate times.
- 2.12 HOA is responsible for sealing cracks to the surface of foundation perimeter walls; the Owner is responsible for foundation or slabs inside the home.
- 2.13 Paint applied is Villa Glen Yellow available at Sherwin Williams. A clear or matching sealant may be used on porch flooring. All exterior paint must comply with this standard color.

LANDSCAPE

- 3.1 HOA provides some weeding, pruning, and mulching along the front of the home, and, in its discretion, removes shrubs and trees that were installed by the developer or the Association. Proper care and maintenance of beds, shrubs, trees and all flowers and ground covers are the responsibility of the Owner. If the Owner fails to fulfill this responsibility the HOA may arrange for the work to be completed by a service provider at the Owner's expense.
- 3.2 Owners adding mulch, in addition to that provided by the HOA, should use the same kind and color for uniformity.
- 3.3 Owners are responsible for maintaining their irrigation system and assuring yards and landscaped areas are adequately watered.
- 3.4 No advertising signs are permitted except for one "for sale" sign no larger than 5 square feet. A small security system sign is permitted in the beds or window.
- 3.5 The location and screening of external electronic receivers shall be pursuant to the direction of the Board of Directors.
- 3.6 The HOA provides lawn mowing and certain chemical lawn applications.

PARKING

- 4.1 Owner vehicles should be parked in the garage and any additional vehicle parked in the driveway. See covenants for types of vehicles permitted.
- 4.2 Guest vehicles should be parked in host driveway or on one side of the street only. The Owner is responsible for ensuring their guests have left a clear lane for ingress and egress of other vehicles.
- 4.3 No parking on grass or sidewalks.

PETS

- 5.1 Pet dogs and cats may be kept inside the home and must be on a leash and under control of Owner when outside all in accordance with City of Bloomington ordinances.
- 5.2 Pet deposits must be immediately removed and any damage caused by pet repaired or replaced by Owner or Host of visiting pets.
- 5.3 Pet noise should be kept to a minimum for quiet enjoyment of the community.

ASSOCIATION FEES

- 6.1 HOA fees are due on the first of each month. Provide Mackie Properties with a blank check on the account from which you wish the fees to be withdrawn and mark "Void" across the face of the check leaving the routing and account numbers plainly

visible. This ACH process will enable the management company to automatically draft a transfer from your account to the HOA account and relieve time for sending a monthly check and the management company time processing.

6.2 Payments due to the HOA that are 30 days delinquent will be assessed a 10% late fee. If the amount due exceeds \$250 and is delinquent more than 90 days, the HOA may undertake collection action, and the Owner shall additionally be responsible for all costs incurred for collection. Any unpaid sums shall be a lien on the property.

6.3 You may view your account on Mackie Properties Owner's portal site.

POND

7.1 Operation and maintenance cost is shared with the Gables. Owners should report issues to Mackie Properties. No individual initiatives to make additions or alterations including water plants and invasive plants to the pond are permitted.

7.2 Owners are responsible for keeping their guests away from the edge of the pond and children should not be left unattended near the pond.

7.3 Swimming, fishing, ice skating or other activity in the pond is not permitted; however, fish may be fed fish food.

SNOW/ICE

8. The HOA contracts for snow removal and ice treatment services on its roads. Driveways are also cleared of heavy snowfall. Treatment or removal may be delayed due to service provider demand. The Owner may use concrete safe ice melt.

TRASH AND RECYCLING

9.1 Trash pickup is on Monday, the container should be placed at the end of the driveway Sunday evening. Recycle pickup is every other Friday, the container should be placed at the end of the driveway Thursday evening. There is a 1-day delay for weeks with certain designated national holidays.

9.2 Yard waste should be placed in the trash container.

9.3 Pick up of bulky items that do not fit into the closed container must be arranged with the trash service provider. The added cost will be charged to the Owner.

9.4 Empty containers should be retrieved and stowed the day of collection. If that is not possible, ask a neighbor to assist.

If illness or other inability prevents fulfillment of Owner responsibility, notify a Board member for an assistance arrangement to be made.

In the event Owner responsibilities are not timely undertaken, and after 10-day notice, the HOA may retain service provider(s) to complete the tasks and the cost thereof shall be charged to the Owner.

Adopted by the Board of Directors on the 2nd day of November, 2024.

Board of Directors:

Margaret L. Dardick
John Adams
E. D. White

Shared Maintenance Area Agreement
The Villa's at Brighton Point, The Villa Glen, The Gables at Brighton Point

1. The Homeowners' Associations of The Villas, Villa Glen, and The Gables agree to enter into an arrangement that equally apportions the responsibility for decision-making, care, maintenance, and associated expense of the areas that are considered to be shared in our neighborhoods.
2. Specifically, the shared maintenance areas include:
 - a. The Brighton Point signage, plantings and irrigation, at the corner of Smith Rd and Brighton Ave – shared by Villa Glen, The Gables, and The Villas. Indicated as (a) on attached scanned aerial photo.
 - b. The chicanes at the intersection of Brighton Ave and S Baldwin Dr – shared by Villa Glen, The Gables, and The Villas. Indicated as (b) on the attached aerial photo.
 - c. The waterfall at the intersection of E Villa Glen Ct and S Baldwin Dr – shared by Villa Glen and The Gables. Indicated as (c) on the attached aerial photo.
 - d. The pond next to S Baldwin Dr – shared by Villa Glen and The Gables. Indicated as (d) on the attached aerial photo.
 - e. The asphalt walkway connecting Villa Glen Ct and Fieldcrest Ct – shared by Villa Glen and The Villas. Indicated as (e) on the attached aerial photo.

With the exception of the chicanes, these areas were originally deeded to and filed with the Monroe County Assessor as belonging to specific property owners in Villa Glen, The Villas, and The Gables. This agreement of the Homeowners' Association presidents to maintain these shared areas does not supersede the ownership rights and obligations of the deeded owners.

3. Shared maintenance includes upkeep of lawn & shrubs, payment for any utilities used and replacement of planting, components or parts in these shared areas to maintain the high quality image of the Brighton Point condominium neighborhoods.
4. Annually, a budget for these common maintenance areas will be prepared and agreed upon by the associations which share maintenance responsibilities. It is agreed that three bids will be obtained for any contract work which exceeds the budgeted amount and which exceeds \$1,000.00. It is further agreed that any capital expenditures and any expenditures which exceed the budget will be approved by all responsible parties unanimously. The management company will facilitate all correspondence.

Shared Maintenance Area Agreement
The Villa's at Brighton Point, The Villa Glen, The Gables at Brighton Point

5. Payment of expenses for each common maintenance area will be shared as follows. When there are two associations involved, the spit will be 50/50. When there are three associations involved, the split will be 33/33/33.

Randall Marks, Villa Glen HOA president Randall C. Marks

Date: 25 June 2010

Lee McKinley, The Gables HOA president Lee McKinley

Date: 6/22/10

Don Merk, The Villas HOA president Don Merk

Date: 6/29/10

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Randall C. Marks personally appeared before me, a Notary Public, in and for said County and State on the 25th day of June, 2010, and acknowledged the execution of the foregoing Shared Maintenance Area Agreement Contract between The Gables at Brighton Point, The Villa Glen at Brighton Point and The Villas at Brighton Point.

Lee McKinley personally appeared before me, a Notary Public, in and for said County and State on the 22nd day of June, 2010, and acknowledged the execution of the foregoing Shared Maintenance Area Agreement Contract between The Gables at Brighton Point, The Villa Glen at Brighton Point and The Villas at Brighton Point.

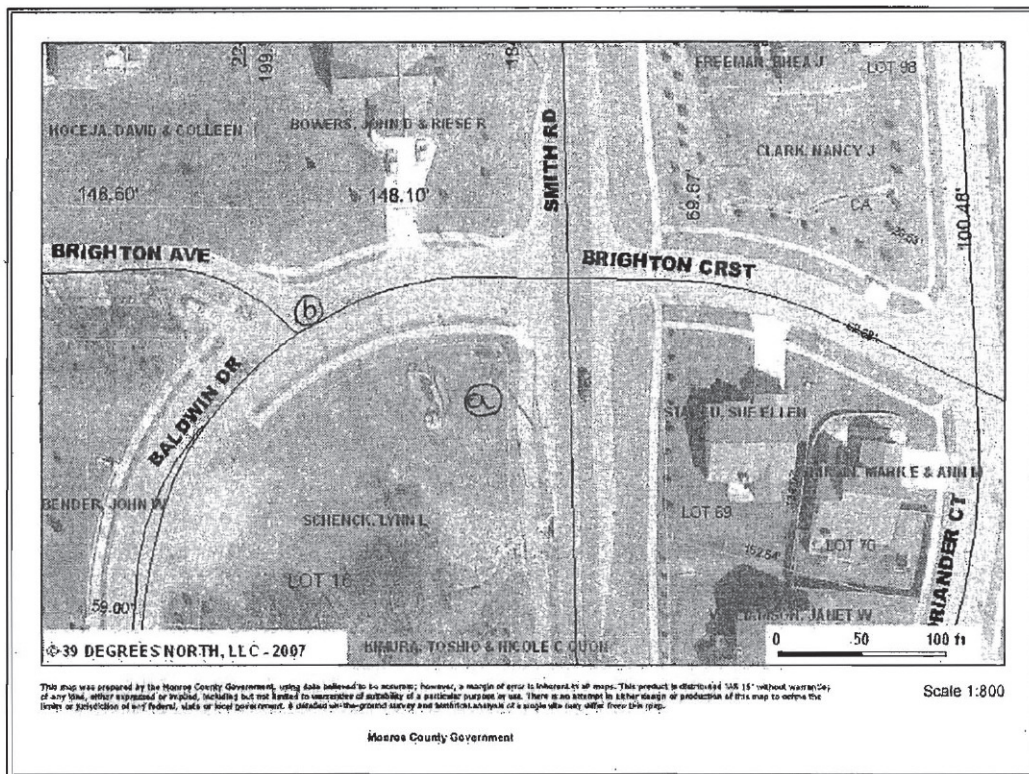
Don Merk personally appeared before me, a Notary Public, in and for said County and State on the 29th day of June, 2010, and acknowledged the execution of the foregoing Shared Maintenance Area Agreement Contract between The Gables at Brighton Point, The Villa Glen at Brighton Point and The Villas at Brighton Point.

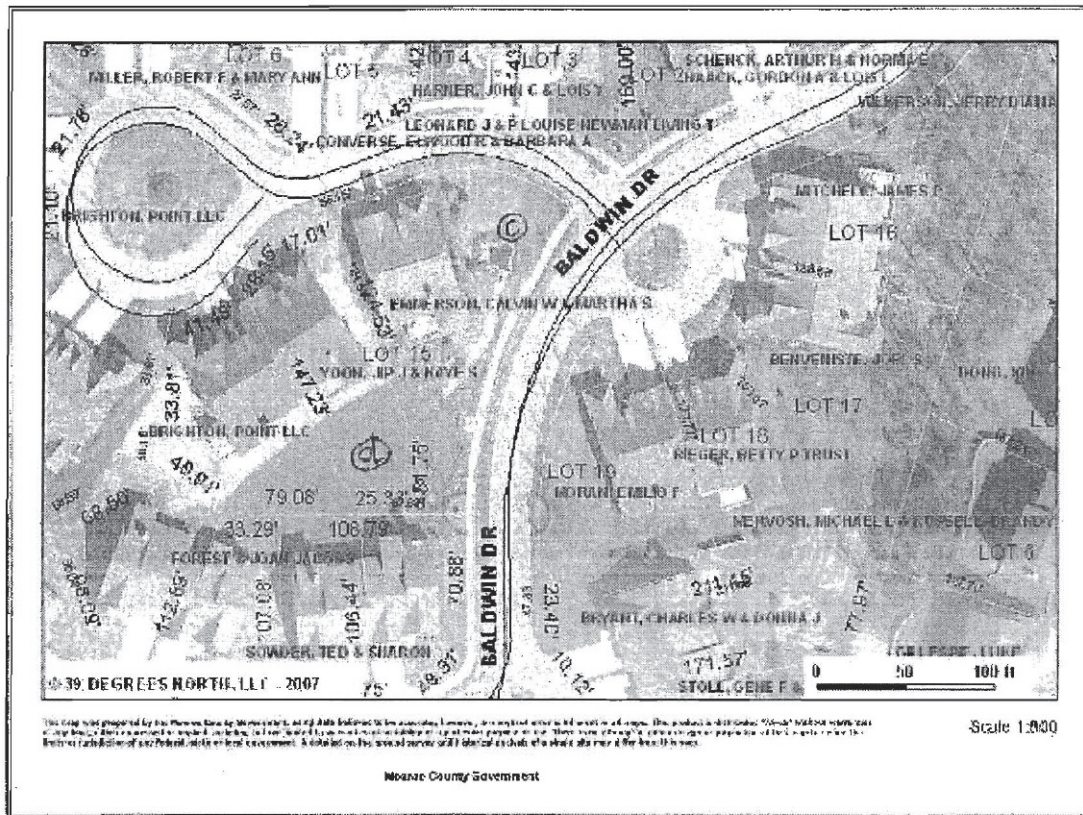
My Commission Expires:
Feb 1, 2016

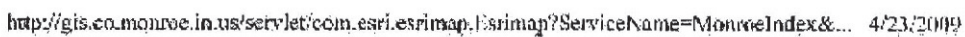
Pamela L. Crandall
Notary Public

County of Residence:
Monroe

Pamela L. Crandall
Name Printed







REQUEST FOR ADDITION OR ALTERATION TO PROPERTY

To: Board of Directors
The Villa Glen at Brighton Point Homeowners Association

From: _____ Date _____
Name _____
Street Address _____ Phone _____

Please include drawing or sketch depicting location and dimensions of the structure, alteration, landscaping, etc.

Description of Request _____

Completion Date: _____

Signature of Homeowner: _____ Date: _____

If this request is approved, it is based only on the aesthetics and types of materials used. Once approval is granted, no changes can be made without prior approval from the Board. It remains the homeowner's responsibility to obtain Structural Approval, if required by Monroe County. All structures are subject to local Building Regulations, Codes, and Restrictions of Record. All alterations of the property are the responsibility of the homeowner to maintain. Current and future homeowners must maintain the addition or alteration.

Board of Directors Review and Decision: Approved _____ Disapproved _____

Approved with the Following Stipulations: _____

Reason for Disapproval if Request is Denied _____

Board President's Signature _____ Date _____

Please mail this request to the Hallmark Rentals & Management, Inc.
1205 North Walnut Street, Bloomington, IN 47404.