

SECOND AMENDED AND RESTATED RESTRICTIVE COVENANTS OF BROOKSHIRE

This subdivision shall be known as BROOKSHIRE, a subdivision in Hamilton County, Indiana. All streets and alleys shown and not heretofore dedicated are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on the Brookshire plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on the Brookshire plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or

other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than one thousand four hundred (1400) square feet in the case of a one-story structure, nor less than one thousand (1000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of one thousand eight hundred (1800) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the Brookshire plat, except with approval of the Brookshire Homeowners' Association, which fences shall not exceed forty-two (42) inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to the side of any lot than ten (10) feet, however, any proposed construction closer than fifteen (15) feet to the side of any lot must be approved by the Brookshire Homeowners' Association. Where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple lots. Lots 1, 2, 3 and 72 shall gain access from Brookshire Parkway and Windsor Drive only. Driveways onto 126th Street from these lots will not be permitted, and the buildings on said lots shall face the interior streets.

No structure in this subdivision, without special approval from the Brookshire Homeowners' Association, shall exceed two and a half (2 ½) stories or twenty-five (25) feet in height measured from finish grade to the underside of the eave line, and no structure other than an open porch shall be erected between the building line as designated on the Brookshire plat and the property line of the street.

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon said lot except within a garage or other approved structure.

All lot owners will be required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Brookshire Homeowners' Association, owners of the herein described real estate, or by their duly authorized representatives. If the Brookshire Homeowners' Association fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans as submitted. Neither the Brookshire Homeowners' Association nor the designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and onto the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on the Brookshire plat.

No animals, livestock or poultry of any description shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash or other waste; and trash shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance and in compliance with these covenants or restrictions. Should any owner fail to do so then the Brookshire Homeowners' Association may take such action as it deems appropriate in order to make the lot neat and attractive and otherwise in compliance with these Covenants, and the owner shall upon demand reimburse the Brookshire Homeowners' Association for the expense incurred in so doing. If not paid, the Brookshire Homeowners' Association shall then be entitled to its costs of collection and reasonable attorneys' fees, and a lien in the name of the Brookshire Homeowners' Association may attach to the property for the full amounts owed.

Except as set forth in this paragraph, residents of a building can only consist of the lot owner and those who live with the lot owner. If the lot owner does not reside on the property, residents of a building must be members of the lot owner's immediate family (i.e., parents, children, spouse, significant other/life partner). Any lot owned by a corporate entity (including, but not limited to, a partnership, corporation, limited liability company, etc.) shall submit to the Brookshire Homeowners' Association a certificate of designated representative indicating who is authorized to vote on behalf of the corporate entity and who is authorized to reside in the structure, which must be the same person. For a period of three (3) years after an owner's acquisition of a lot (the "Waiting Period"), the owner cannot lease or rent the building. Upon written request and the showing of an undue hardship (e.g., a temporary employment relocation, disability, death, etc.), the Waiting Period may be waived by the Brookshire Homeowners' Association at its sole discretion, which decision shall be final and binding. Such waiver shall last no more than one (1) year and may be renewed by the Brookshire Homeowners' Association upon further request without limitation. All leases shall be in writing, be for the entire building, identify the tenant and lease term, and be made expressly subject and subordinate to the restrictive covenants of Brookshire, with a copy of the lease provided to the Brookshire Homeowners' Association prior to occupancy. Notwithstanding any lease language, the Lot owner shall remain responsible for full compliance of the restrictive covenants of Brookshire. These residency and lease restrictions shall not apply to any residency or lease situations in effect as of the date of recording. These restrictions may be enforced by the Brookshire Homeowners' Association at law or equity.

The foregoing covenants or restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period ten (10) years from the date hereof, at which time said covenants or restrictions shall be automatically extended for the successive period of ten (10) years unless changed by a vote of a majority of the then owners of the buildings covered by these covenants or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order, shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public and reserved to the Brookshire Homeowners' Association and/or the several owners of the several lots in this subdivision and to their heirs and assigns.