
Cross Reference:

Brendonshire, Plat, Plat Book 30, Page 7
Brendonshire, Plat Second Section, Plat Book 31, Page 29

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF BRENDONSHIRE CIVIC ASSOCIATION, INC.**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Brendonshire Civic Association, Inc. (the "Declaration") is made this ____ day of _____, 20____, by Brendonshire Civic Association, Inc., an Indiana not-for-profit corporation (the "Association").

RECITALS

WHEREAS, the Brendonshire Company, Inc. (the "Developer") included restrictive covenants in the plats recorded on April 27, 1956 and April 28, 1958, as Instruments Number 28964 and 25073 in the Office of the Recorder of Marion County, Indiana with respect to a residential subdivision known as Brendonshire and located in Marion County, Indiana ("Brendonshire").

WHEREAS, the Association desires to amend the existing covenants outlined in the plats and any covenants in any previous declaration. These changes do not invalidate the original covenants established in the plats or the effective dates outlined in the plats. Except as to any exhibits to the original documents that may remain relevant, all other provisions of the covenants in the original plats and in any previous declaration, are hereby modified in their entirety, and superseded by this Declaration. If there is a conflict in the language in any of the documents listed in the cross references above and in the language in this Declaration, the language in this Declaration shall prevail.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE I

HOMEOWNERS ASSOCIATION

Section 1.1. Recitals. The foregoing Recitals are hereby incorporated into this Declaration as if set forth verbatim in this paragraph.

Section 1.2. Homeowners Association. The Association has adopted the Articles of Incorporation of Brendonshire Civic Association, Inc. ("Articles"), the By-Laws of Brendonshire Civic Association, Inc., as amended ("By-Laws"), and the Rules and Regulations of Brendonshire Civic Association, Inc.

Section 1.3. Board of Directors. The business and affairs of the Association is governed and managed by the Board of Directors (collectively, the "Board" and each individually, a "Director"). No person shall be eligible to serve as Director unless he or she is an owner of a parcel in Brendonshire designated for separate ownership or occupancy (each, a "Lot") in the Association (an "Owner") in good standing with the Association. The members of the Board shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as members of the Board, except for their own individual willful misconduct, bad faith, or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm, or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith.

ARTICLE II

CHARACTER OF THE DEVELOPMENT

Section 2.1. In General. Lots in the development may be used only for residential purposes. Lots may be used only for single-family residential purposes and only one building intended for occupancy as a single-family residence (a "Dwelling Unit") may be constructed thereon. No portion of any Lot may be sold or subdivided such that: (a) there will be thereby a greater number of Dwelling Units in Brendonshire than the number of Lots depicted on the recorded plats; or (b) that the subdivided Lot will then result in any building plot having an area of less than the present Lot. Notwithstanding any provision in any official zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings.

Section 2.2. Other Restrictions. All Lots (collectively, the "Property") shall be subject to the easements, restrictions, and limitations of record and rights-of-way, and also to all applicable laws.

ARTICLE III

ASSESSMENTS

Section 3.1 Special Assessments. Special assessments shall only be imposed with the approval of a majority of the members of the Association entitled to vote at a meeting called for the purpose of assessing a special assessment.

ARTICLE IV

EASEMENTS AND BUILDING REQUIREMENTS

Section 4.1. Streets. The streets, together with all existing and future planting, trees, and shrubbery thereon, as shown on any of the plats of Brendonshire, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their successors or assigns the reversion or reversions thereon, whenever discontinued by law.

Section 4.2. Building Location. Building lines established as shown on the plats are in feet back from the street property line and between said lines, and the street property lines, there shall be erected or maintained no structure of any kind or part thereof, except a 1 story open porch. No structure of any kind shall be erected or maintained nearer than 15% of the width of the Lot at the building set back line or 20 feet whichever be the lesser to any interior Lot or property line.

Section 4.3. Easements. There are strips of ground 5 feet in width as shown on the plats of Brendonshire marked "Utility Strips" which are reserved for the use of public utility companies for installation and maintenance of poles, wires, mains, ducts, drains, lines and sewers, and subject at all time to the authority of the proper civil officers and to the easements herein reserved, no permanent or other structure shall be erected or maintained upon said strips and such Owners shall take their titles subject to the rights of such public utility companies and to the rights of the Owners of other Lots in Brendonshire for ingress, egress, in, along, through and across the several strips so reserved. There are also strips of ground 7 1/2 feet of width, and marked drainage easements on the plats, and upon such strips, no structure of any kind of a permanent or temporary nature shall be erected or maintained and those taking title to the Lots through which said drainage easement runs, shall keep said strips free and open at all time of any debris.

Section 4.4. Storm Water Drainage. In the event storm water drainage from any Lot or Lots flow across another Lot, provision shall be made to permit such drainage to continue without restriction or reduction (artificial and/or natural) across the downstream Lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on the plat.

Section 4.5. Land Use. All Lots (except Lots encompassing common areas) in Brendonshire shall be designated as residential lots. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling. No hotel building, boarding house, Accessory Dwelling Units (ADU's), mercantile, or factory building or buildings of any kind for commercial use shall be erected or maintained on any Lot within Brendonshire

Section 4.6. Garages, Outbuildings and Temporary Structures. No detached garage shall be permitted in Brendonshire without the written approval by the Brendonshire Civic Association board. No garage, so attached, shall have its doors facing the front of the Lot, but all such doors shall face the side or rear of the Lot, unless written permission is obtained from the board to permit such garage doors to face the front of the Lot.

No outbuildings such as detached garages, Accessory Dwelling Units (ADU's), tool sheds, barns, or other similar structures, shall be erected in Brendonshire without the written consent of the board. No trailer, tent, shack, tool house, garage, basement, barn, or any other accessory building erected or maintained on any Lot will be used as a place of residence at any time, nor shall any structure of a temporary nature be used at any time as a place of residence.

Section 4.7. Driveways. Driveways and driveway aprons are to be maintained in good repair at all times. No crushed stone or gravel may be used for driveways for any reason.

Section 4.8. Fences. No fence shall be erected on or along any lot line, nor on any lot, which obstructs reasonable vision, light, or air, and all fences shall be kept in good repair or erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line. No fences shall be erected on easements. For clarity, existing fences as of the date of the recording of this Declaration will be grandfathered in and may be replaced if needed.

Each Owner must submit a request to the board for approval of a fence and receive written approval before an Owner can start building or installing any fence on his property.

The maximum height for all fencing in Brendonshire is six (6') feet or seventy-two inches (72"). All height measurements are from the ground to the top of the fence infill.

All new fences must meet all requirements set forth under state or local laws and meet all current fencing rules. Current fences not meeting these standards may be repaired, but any new fencing must meet these requirements.

Section 4.9. Swimming Pools. No above ground swimming pools shall be erected, constructed, or installed on any Lot. Only permanent, in-ground pools professionally installed will be allowed. The construction of any in-ground pool, hot tub, or spa requires the prior written approval of the board. All pools and fencing (which is required) must meet the local and state codes and ordinances regarding swimming pools. All pools shall be oriented to minimize the potential effect on neighboring properties.

Section 4.10. Solar Panels. Only commercially or professionally made roof-mounted solar panels and devices are allowed. "Home-made" devices will not be permitted. Wall-mounted and ground-mounted solar panels will not be permitted. Flush-mounted panels on the plane of the array parallel to the roof are the approved panels for installation on the roof, providing they do not extend more than six inches (6") above the roof and conform to the slope of the roof.

Section 4.11. HVAC Units. No heat pumps, air conditioning units, or gas meters shall be newly installed in the front of a Dwelling Unit.

Section 4.12. Trees. Maintenance, Removal and Replacement of Trees. No Owner shall remove a living tree from the Owner's Lot without notifying the board in advance, except in emergency situations. In the event a living tree has felled limbs or branches that are unable to be removed by the homeowner, a professional tree service or arborist should be contracted to remove the debris at the property owners' expense. Brendonshire encourages the preservation and planting

of trees to enhance the natural aesthetic of the neighborhood. All current and newly planted trees will be maintained to ensure the general health of the tree at the property owner's expense.

ARTICLE V

COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 5.1. Nuisances. No noxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereon which shall be or become a nuisance to the neighborhood or to any other Owners. Nothing shall be done or kept or permitted to be done or kept by an Owner in any residence or on any Lot or on any of the common areas, which will cause an increase in the rate of insurance paid by the Association or any other Owner. No Owner shall permit anything to be done or kept in Owner's residence or on Owner's Lot which will result in a cancellation of insurance on any part of the common area or any other Owner, or which would be a violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau. No residence or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the Association or Brendonshire or which might be a nuisance, annoyance, or inconvenience, or which might cause damage or injury to other Owners and occupants of residences or neighboring property, including without limiting the generality of the foregoing, continuous barking dogs, noise by the use of any musical instrument, radio, television, loud speakers, electrical equipment, amplifiers, or other equipment or machinery. No exterior lighting on a Lot shall be directed outside the boundaries of the Lot.

Section 5.2. Animals. No animals, livestock, of any kind shall be raised, bred, or kept on any lot, except that domestic dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Bees and beehives are prohibited. The owners of such permitted pets shall keep them in accordance with the City of Indianapolis' ordinances and all other governmental requirements. Owners shall clean up after their animal in the event it affects another Owner or the common areas. No dangerous or potentially dangerous pets, such as but not limited to, large wild cats, wolves, alligators, snakes which are poisonous or longer than two feet, poisonous spiders or exotic animals shall be permitted to exist in a Dwelling Unit or on a Lot without the written approval of the Board; provided, however, that the decision of the Board to permit such animal or animals may be overturned by a majority vote of all members of the Association. Up to 12 adult fowl (poultry, chicken), including one rooster, provided they are kept in a coop from dawn to dusk, are permitted within fenced areas in the rear of the property. Coops and structures must be built and maintained in accordance with section 4.6 of the Brendonshire covenants. Coops and structures need to be properly maintained or face inquiry from the board.

Section 5.3. Vehicles & Parking: All vehicles shall be parked in driveways or in garages and shall not be parked upon grassy areas, landscaped areas, or common areas within Brendonshire. No vehicles of any kind may be parked on the streets in Brendonshire that are:

- (a) Parked on the street or at neighborhood entrances (common areas) overnight (i.e., from midnight to 7:00 a.m.) without being moved;
- (b) In the way of or hinders snow plows from plowing snow on the streets;
- (c) In the way of or hinder school busses or emergency vehicles from driving through the subdivision;
- (d) Parked in a manner that hinders proper sight-line vision at an intersection;
- (e) Parked directly across from the opening of another Owner's driveway;
- (f) Parked in a manner that blocks a mailbox or hinders mail delivery;
- (g) Parked in a manner that blocks a fire hydrant;
- (h) Parked in a manner that blocks or hinders the use of a cul-de-sac; or
- (i) Leaking fluids.

Commercial vehicles primarily used or designed for commercial purposes (includes semi-trucks, box trucks, utility trucks, tow trucks, and trucks or vans with racks or boxes used to store equipment), vehicles displaying commercial writing or logos (public safety vehicles are not considered commercial vehicles), tractors, busses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers may not be parked on any street or Lot, unless the vehicle is kept within an enclosed garage, *except for*:

- (a) Vehicles that are temporarily in the community to provide moving, lawn, or home construction, maintenance or repair, or health care services;
- (b) Cars, vans, and pick-up trucks that serve as personal company vehicles may park in driveways, but not on the street; and
- (c) Boats, campers and RVs that are being loaded or unloaded for a trip or outing may be temporarily parked in the driveway for a total of four (4) days in the spring and a total of four (4) days in the fall (for no more than a maxim of three (3) consecutive overnights), providing the Owner notifies the Board in advance.

No inoperative, disabled, stored, unregistered, or unlicensed vehicles may be parked or repaired anywhere in Brendonshire except inside an enclosed garage. An "*inoperative*" or "*disabled*" vehicle means any vehicle that has not been noticeably moved or driven by its owner for a period of fourteen (14) consecutive calendar days or longer; any vehicle on jacks, blocks or stands; any vehicle that has a block or other device under the tires to prevent movement or rolling; or any vehicle which has a flat tire or other obvious damage that would prevent the vehicle from being driven. A "*stored*" vehicle is any vehicle that is stationary on any lot with a tarp or cover over it; any vehicle that has not been noticeably moved or driven by its owner for a period of fourteen (14) consecutive calendar days or longer; or any vehicle that has a block or other device under the tires to prevent movement or rolling. An "*unregistered*" or "*unlicensed*" vehicle includes any vehicle that does not properly display a valid license plate on it as required by law.

No vehicles of any kind may be repaired, restored, worked on, serviced, or put up on blocks or jacks on any Lot unless such repairs or work are done in an enclosed garage (i.e. vehicle repairs

and servicing in a driveway is prohibited). Washing a vehicle is not considered working on or servicing a vehicle.

Because it creates a potential safety issue, no Owner may block any part of a street or roadway in or around Brendonshire with barricades, pylons, or cones, so the Owner or resident has personal or exclusive use of the street.

Vehicles may be temporarily parked on the street while the Owner is cleaning or repairing the Owner's garage or driveway.

No vehicles displaying "For Sale" signs may be parked in any common area or on any Lot.

Portable storage barns, sometimes called Portable On-Demand Storage (P.O.D.S), may not be placed or stored on any Lot for more than five (5) consecutive calendar days unless preemptively approved by the Brendonshire board.

No RV, trailer, boat, camper, or other type of vehicle may be used as a residence, even on a temporary basis, within Brendonshire unless preemptively approved by the Brendonshire board.

A violation or threatened violation of this section will be subject to an action by the Association or any Owner subject to this section against the Owner violating or threatening to violate this section. Available relief in such a lawsuit includes injunctive relief, declaratory relief, recovery of damages and expenses, including reasonable attorneys' fees, administrative charges by a management agent to prepare and send violation letters and appear in court, and costs incurred by the party successfully enforcing the rule. However, the Association or any Owner will not be liable for any damages of any kind to any person for failing or neglecting for any reason to enforce this rule. Also, no delay or failure by the Association or any Owner to pursue enforcement against a violation of this section or any other section of the Declaration will waive the ability of the Association or Owner (or an estoppel of that party to assert) to pursue enforcement against any violation of the Declaration that is occurring, or reoccurs, or continues to occur. In short, a violation of any section of the Declaration can be enforced at any time.

Section 5.4. Exterior Signs and Displays. No signs, or other attachments or items may be displayed outside a Dwelling Unit, except for one "For Sale" sign not exceeding 24" x 24," without the prior written consent of the board. Holiday decorations are allowed 30 days before a holiday and 30 days after the holiday. Temporary commercially rented yard signs announcing birthdays, anniversaries, and graduations will be permitted for up to 7 consecutive days. Political signs are allowed only during the time period required by state and local laws and are limited to a reasonable number, with a maximum size of 24" x 24".

Section 5.5. Trash and Garbage Containers. Trash cans, bags, and other trash containers should not be visible from any street within Brendonshire except when sitting at the end of the driveway for scheduled trash collection. Residents may sit their trash cans, bags, or containers at the end of their driveway the day before trash pickup is scheduled. The trash cans and containers must be removed from the curb and placed out of sight the same day as trash pickup. At all other times, all trash cans, bags, and other containers used to store or dispose of trash, rubbish, garbage,

or other waste must be kept or stored inside the Owner's enclosed garage or in a place that is out of view from the street.

Section 5.6. Outside Storage. No clotheslines, storage tanks, equipment, woodpiles, or storage piles shall be kept outside of a Dwelling Unit in view of the streets or in view of neighboring homes. All rubbish, trash, and garbage must be stored in enclosed trash containers.

Section 5.7. Maintenance of Lots and Association's Right to Perform Maintenance. Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (a) Mow the Lot at such times as may be reasonably required
- (b) Remove unsightly plant growth, invasive vines, underbrush and noxious weeds.
- (c) Remove all debris or rubbish from the Lot;
- (d) Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Property; and
- (e) Cut down and remove dead trees, bushes, and shrubs from the Lot.

In the event that the Owner of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Declaration, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost incurred by the Association shall be assessed to the Owner and the subject Lot. The Owner shall reimburse the Association within thirty (30) days of the date on which the Owner is invoiced by the Association. The Association shall afford the Owner thirty (30) days notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed.

Section 5.8. Leasing. The members of the Association recognize that an Owner-occupant is both psychologically and financially invested in a home to a greater extent than a renter, and thus Owner-occupants generally maintain their property better than renters. The members of the Association want to encourage Owners to not only maintain property values, but also to improve them and recognize that Owner-occupants have more incentive to do so compared to non-Owner occupants. They recognize that the Owners share the same proprietary interest in respect of the Dwelling Units and the Association Property and want to maintain the residential character of Brendonshire by limiting investment purchasers and prohibiting others from buying properties within Brendonshire solely for the purpose of leasing or renting the properties. For these reasons the restrictions contained in this Declaration shall apply to the leasing or renting of any Dwelling Unit or Lot, in whole or in part.

(a) Occupancy of Dwelling Units. The occupying of any Dwelling Unit or Lot by any person or persons other than the legal title Owner of a Dwelling Unit, whether for consideration under a lease, as compensation for employment, or as a gift, is hereby prohibited (including, but not limited to, short term vacation rentals such as Airbnb or Vrbo). For purposes of this Section, a Dwelling Unit is exclusively occupied by one or more non-Owner tenants, if the Owner does not also correspondingly occupy the Dwelling Unit as the Owner's principal place of residence.

For purposes of this Section if a Dwelling Unit is legally titled in a trust, the Owner is considered to be the grantor or settlor of the trust. For purposes of this Section, if a Dwelling Unit is legally titled in a corporation, partnership, or other similar entity, the Owner of the Dwelling Unit is the owner of the entity with the majority interest in the entity and does not include representatives, employees, agents, or guests of the entity.

(b) Hardship Exceptions. The Board may use its discretion to grant an exception, for not more than one (1) year at a time, allowing an Owner the right to lease the Owner's Dwelling Unit if the Board determines that the Owner has a significant hardship. However, no exception shall be granted to an Owner who is delinquent in paying any assessments or other charges due to the Association or if the Owner is in violation of any of the Legal Documents of the Association (including but not limited to, the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, all as they may be amended from time to time (collectively, the "Legal Documents")), or if the Lot is subject to a judicial lien, recorded lien, or judicial order for injunctive relief. If at any time an Owner becomes delinquent, the Board shall have the right to revoke the hardship exception, even during the term of a lease.

For purposes of this Section, examples of a significant hardship may include, but are not limited to:

- (i) death of an Owner or death of an Owner's spouse;
 - (ii) dissolution of a marriage of an Owner(s);
 - (iii) extreme financial or personal hardship;
 - (iv) extended illness of an Owner(s);
 - (v) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Dwelling Unit due to a change of employment, military deployment, or retirement;
 - (vi) temporary, necessary, relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners;
- or

(vii) any other legitimate reason as solely determined by the Board.

(c) Lease Restrictions. In the event the Board grants an Owner a hardship exception allowing the Owner to lease the Owner's Dwelling Unit as provided above, the following restrictions shall apply:

(i) No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from the Owner's responsibility to the Association and to the other Owners for compliance with the provisions of the Legal Documents, or from the Owner's liability to the Association for the payment of assessments or any other charges due the Association.

(ii) The Owner shall provide copies of the Legal Documents to the tenant(s) prior to the effective date of the lease. The Board shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. The lease shall be made expressly subject to and subordinate to, in all respects, the terms of the Legal Documents to the same extent as if the tenant were an Owner and a member of the Association. The lease shall provide for direct action by the Association against the tenant with or without joinder of the Owner of such Lot. In addition, the lease shall provide that a violation of the covenants and restrictions contained in any of the Legal Documents of the Association constitutes a breach of the lease, which may be directly enforced by the Association having the right to pursue all remedies provided under the Declaration and at law, including but not limited to, eviction of any tenants or non-Owner occupants in violation.

(iii) The Owner shall provide the Board within thirty (30) days of receiving a hardship approval with a copy of the proposed lease listing all tenants and occupants (rent or compensation exchanged may be redacted) for review for compliance with the requirements of this Amendment. If written approval of the lease has not been received by Owner within thirty (30) days after being submitted, the Owner's hardship approval shall be deemed denied.

(iv) If any Owner leases or rents the Owner's Dwelling Unit in violation of the provisions of the Legal Documents, the Association and/or any other Owner in the Association may bring legal or equitable action to enjoin the violation and seek any other relief available according to the Declaration or at law. In the event that legal counsel is retained to enforce this Amendment, the Association shall be entitled to an award from the Owner of its costs and attorneys' fees incurred and as may be further provided for in the Declaration.

(d) Burden of Proof. If at any time a Dwelling Unit is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased and subject to the leasing restrictions of this Section and the Owners shall have the burden of proving to the

satisfaction of the Board that the occupancy is not in violation of the terms of this Section, including but not limited to, the delivery to the Board of a written statement of the nature and circumstances of the occupancy and any written document that is the legal basis for the occupancy.

For purposes of this Section an occupancy of a Dwelling Unit (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner, shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board a written purchase contract, conditional sales contract, or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Dwelling and Lot. The contract must be recorded with the Marion County Recorder to be deemed valid. Failure to record the contract will automatically deem the document to be a lease for purposes of this Section.

(e) Indemnification. An Owner who rents his Dwelling Unit shall defend, indemnify, and hold harmless, to the fullest extent of the law, the Association, all current and former Board members, each other current and former Owner, and the directors, officers, agents, employees, successors, and assigns of each of them from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, causes of action, and interest charges thereon, including reasonable attorneys' fees, directly or indirectly arising out of, resulting from or related to, a lease of Owner's Dwelling Unit and/or the actions or inactions of Owner, Owner's Tenant(s), any other person(s) residing in the Dwelling Unit, and/or any of their invitees.

(f) Foreclosures. The provisions of this Section shall not apply to the Association or to any institutional mortgage holder of any Lot, who might come into possession of a Dwelling Unit by reason of foreclosure, judicial sale, lien foreclosure, or deed in lieu of foreclosure, if such mortgage holder was in possession of the Dwelling Unit at the time this Declaration was recorded. This exemption is non-transferable. These provisions shall apply to all institutional mortgage holders after the date of recording of this Declaration, but shall not apply to the Association.

ARTICLE VI

AMENDMENT

Section 6.1. Binding Effect. This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties closing under them.

Section 6.2. Owner's Approval. Except as expressly prohibited in this Declaration, this Declaration may be amended or modified from time to time and at any time by an instrument

recorded in the Office of the Recorder of Marion County, Indiana, approved in writing by at least a majority of the Owners.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Enforcement. Enforcement of the covenants and restrictions in this Declaration and of the provisions contained in the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person violating or attempting to violate any covenant or restriction, either to restrain violations, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All rights, remedies, and privileges granted to the Association or any Owner pursuant to any term, provision, covenant, or condition of the Declaration shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity. The Association or any Owner shall be entitled to recover reasonable attorneys' fees and costs to enforce any term, covenant, or restriction of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations of the Association.

To the extent allowed by Indiana law, the Board may adopt reasonable fines for violations of the Legal Documents of the Association.

Section 7.2. Severability. If a court having proper jurisdiction holds a particular provision of this Declaration unenforceable or invalid for any reason, that provision shall be modified only to the extent necessary in the opinion of such court to make it enforceable and valid and the remainder of this Declaration shall be deemed valid and enforceable and shall be enforced to the greatest extent possible under the then existing law. In the event the court determines such modification is not possible, the provision shall be deemed severable and deleted, and all other provisions of this Declaration shall remain unchanged and in full force and effect.

Section 7.3. Term. The Covenants, Conditions and Restrictions herein are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of ten (10) years from the recording date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 7.4. Conflict. If there is any conflict between the Articles of Incorporation and this Declaration, the Declaration shall control. If there is a conflict between the By-Laws and the Declaration, the Declaration shall control. If there is any conflict between the Articles and the By-Laws, the Articles shall control.

(Signature page follows)

IN WITNESS WHEREOF, we, the undersigned officers of the Brendonshire Civic Association, Inc., do hereby execute this Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Brendonshire; and certify that the requisite number of the Owners in each section within Brendonshire voted to approve this Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Brendonshire; and certify the truth of the facts stated herein this 16 day of September, 2026.

BRENDONSHIRE CIVIC ASSOCIATION,
INC.

By: J. T. Schnarr
(Signature of President)
J. T. Schnarr
(Printed Name of President)

ATTEST:

Tom Bonsett
(Signature of Secretary)
Tom Bonsett
(Printed Name of Secretary)

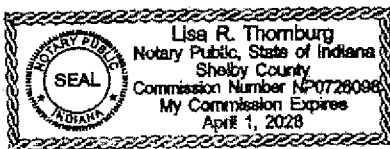
STATE OF INDIANA)
COUNTY OF Shelby) SS:

Before me a Notary Public in and for said County and State personally appeared John Schnarr (*President*) and Tom Bonsett (*Secretary*), President and Secretary respectively of Brendonshire Civic Association, Inc., who acknowledged execution of the foregoing Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Brendonshire and who, having been duly sworn, stated the representations contained herein are true.

Witness my hand and Notarial Seal this 16 day of September, 2026.

April 1, 2028
Commission Expiration Date
Shelby
County of Residence
NP0728098
Commission Number

Lisa R. Thornburg
Notary Public
Lisa R. Thornburg
Printed Name



I hereby 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. Daniel R. McGregor

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