

2020014753 AMND COV \$25.00
09/11/2020 12:17:37P 12 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



**THIRD AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AS AMENDED, OF BRENTWOOD**

Recorded in the Office of the Recorder
of Monroe County, Indiana

Consisting of twelve (12) pages,
including this cover page and Exhibit A

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.

Gregory Scott Lauer

Gregory Scott Lauer

**THIRD AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BRENTWOOD
EFFECTIVE AUGUST 4, 2020**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRENTWOOD ("Third Amendment") is made and effective this 4th day of August, 2020, by the Brentwood Homeowners Association, Inc. ("Association") Board of Directors ("Board"), on behalf of the Unit Owners of Brentwood in accordance with the terms and conditions of Article XIII of the Covenants, Conditions and Restrictions of Brentwood ("Declaration"), recorded on or about August 18, 1989 as Instrument Number 909187 in Miscellaneous Record Book 193, Pages 365 through 403, in the Office of the Recorder of Monroe County, Indiana.

RECITALS

WHEREAS, the original Declaration was executed on or about August 17, 1989 by the Declarant, Brentwood Development Corporation, and was recorded on or about August 18, 1989 as Instrument Number 909187 in Miscellaneous Record Book 193, Pages 365 through 403, in the Office of the Recorder of Monroe County, Indiana;

WHEREAS, the First Amendment to the Declaration ("First Amendment") was executed on or about September 1, 1989 by the Declarant, Brentwood Development Corporation, and was recorded on or about September 13, 1989 as Instrument Number 910542 in Miscellaneous Record Book 194, Pages 200 through 201, in the Office of the Recorder of Monroe County, Indiana;

WHEREAS, the Second Amendment to the Declaration ("Second Amendment") was executed on or about June 1, 2017 by the Board, following affirmative vote by the Association in accordance with applicable terms and conditions of the Declaration, and was recorded on or about June 28, 2017 as Instrument Number 2017008952 in the Office of the Recorder of Monroe County, Indiana;

WHEREAS, pursuant to the terms and conditions of the Declaration, as amended, the Declaration, as amended, may be amended by a vote of at least seventy-five percent (75%) of the Unit Owners of the Units in Brentwood;

WHEREAS, as indicated on the Secretary's Certificate, attached hereto and incorporated herein as **Exhibit A**, at least seventy-five percent (75%) of the Unit Owners of the Units in Brentwood do desire to amend the Declaration, as amended, as indicated herein;

NOW, THEREFORE, the Unit Owners, pursuant to the terms and conditions of Article XIII of the Declaration, hereby amend said Declaration, as amended, as indicated herein.

TERMS AND CONDITIONS OF THIRD AMENDMENT

1. Section 6.1 – Common Area. Section 6.1 of the Declaration, as amended by the Second Amendment, shall be amended by replacing the written language of Section 6.1 originally contained in the Declaration and amended by the Second Amendment, with the following written language:

Section 6.1 – Common Area. The Association shall cause the maintenance, repair and replacement of all of the Common Area in the manner deemed necessary and appropriate by the Board, in its sole discretion, except the portions of the Limited Common Area which are required by the Declaration, as amended, to be maintained, repaired or replaced by the Unit Owners. Notwithstanding any other term or provision contained in the Declaration, as amended, so long as such repair or replacement is not caused by the act(s) and/or negligence of a Unit Owner and/or Unit Owners, the Association shall cause the maintenance, repair and replacement of exterior surfaces, trim, siding, decks, deck privacy walls, light fixtures (but not light bulbs), roofs, gutters, downspouts, sidewalks, concrete approaches, concrete steps and concrete stoops. All such replacement may be subject to Special Assessment, as determined by the Board, pursuant to Section 16.5 of the Declaration, as amended by this Third Amendment.

2. Section 16.5 – Special Assessments. Section 16.5 of the Declaration shall be amended by replacing the written language of Section 16.5 originally contained in the Declaration with the following written language:

Section 16.5 – Special Assessments. Subject to the limitations in the By-Laws, Special Assessments may be levied in addition to Regular Assessments for items and expenses as follows: (i) Constructing, replacing or repairing capital Improvements; (ii) Correcting an inadequacy in the current operation account; (iii) Defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of Improvements in the Unit(s) or Common Area; and/or (iv) Paying for such other matters as the Board may determine appropriate for the Property. In the event of replacement of such items, replacement cost(s) may be a Special Assessment as determined by the Board. Special Assessments may be levied against a separate Unit or Units, for which improvements, repairs, replacements and the like are specifically made, or against all Units for Property-wide improvements, repairs, replacements and the like, all on terms and conditions as the Board may determine appropriate.

3. Article VIII – Overflow/Visitor Parking. Article VIII of the Declaration, as amended by the Second Amendment, shall again be amended by replacing the written language of Article VIII, as amended by the Second Amendment, with the following written language:

ARTICLE VIII
Overflow/Visitor Parking

The portion of the Common Area shown as parking spaces and commonly known in Community as “overflow parking” and/or “visitor parking” is intended for short term automobile or motorcycle parking for visitors of Unit Owners. It is not intended for long term parking, extended parking or storage space for Unit Owners or their visitors and shall not be used as such (campers, boats, trailers, commercial vehicles, non-registered vehicles and/or non-operational vehicles of any type may not be parked or stored in these areas). Notwithstanding the foregoing, commercial contractors providing services commissioned by the Association shall be allowed, on a short-term basis, to park their commercial vehicles and/or trailers in the Community, in a manner that has minimal impact on the ingress/egress of others in the Community, while performing such services.

4. Notice. Any and all sections of the Declaration, as amended, including but not limited to Sections 1.19, 1.20, 6.3, 6.5, 16.2, 18.2, 21.1, 21.2 and 23.2 pertaining to notice of any type shall be amended by allowing for any such notice as follows:

All Applicable Sections - Notice. Any notice required to be provided pursuant to the Declaration, as amended, in addition to any other notice manner allowed by the Declaration, as amended, may also be provided and sent by electronic mail addressed to the Unit Owner, Director and/or Person at the last known electronic mail address of said Unit Owner, Director and/or Person in the applicable records of the Association.

5. Voting. Any and all articles and/or sections of the Declaration, as amended, including but not limited to Articles XIII and XIV pertaining to voting of any type shall be amended by allowing for any such voting as follows:

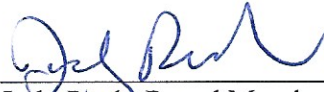
All Applicable Sections - Voting. The Board of the Association shall be permitted to provide that any voting required or prescribed pursuant to the Declaration, as amended, in addition to any other voting manner allowed by the Declaration, as amended, may also be accomplished electronically in a form and manner as approved by the Board of the Association.

6. Conflicting Terms or Provisions. In the event of any conflict in any term or provision contained in the Declaration, the First Amendment and/or the Second Amendment and this Third Amendment, then the subject term(s) or provision(s), as contained in this Third Amendment, shall supercede and prevail over the conflicting term(s) or provision(s) as contained in the Declaration, as amended.

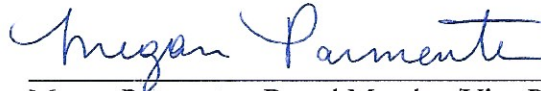
7. Other Terms and Provisions. All other terms and provisions contained in the Declaration, as amended, not modified, changed or impacted by this Third Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Brentwood Homeowners Association, Inc., by its Board of Directors, have caused this Third Amendment to be executed on the date and year first written above.

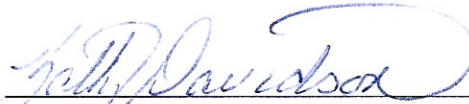
BRENTWOOD HOMEOWNERS ASSOCIATION,
INC.



Judy Rush, Board Member/President



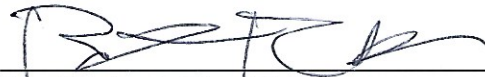
Megan Parmenter, Board Member/Vice President



Kathy Davidson, Board Member/Treasurer



Tina Edwards, Board Member/Secretary



Brent Rubeck, Board Member

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.

Gregory Scott Lauer

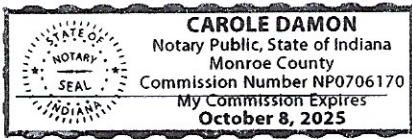
Gregory Scott Lauer

This Document Prepared By: Gregory Scott Lauer, Attorney at Law, Bloomington, Indiana

STATE OF INDIANA, COUNTY OF MONROE, SS:

The undersigned Notary Public, hereby certifies that **Judy Rush**, Brentwood Homeowners Association, Inc. Board Member, either personally appeared before me or appeared before me via audio-visual communication technology pursuant to the Indiana Supreme Court's Order on emergency suspension of in-person notary requirements (per Supreme Court Case Number 20S-MS-236) and acknowledged the execution of the foregoing document to be a voluntary act for the uses and purposes therein set forth on this 10 day of September 2020.

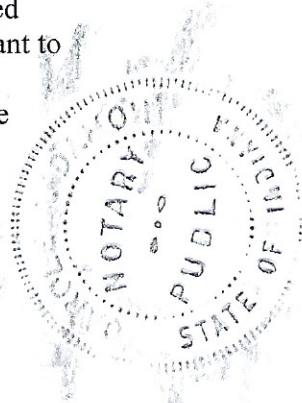
My Commission Expires:



[Signature]

Notary Public

Printed Name: Carole Damon
Residing in monroe County, Indiana



WITNESS CERTIFICATE AND PROOF

EXECUTED AND DELIVERED in my presence this 10 day of September 2020:

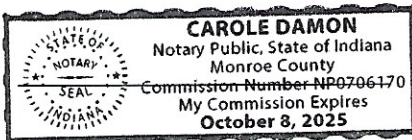
[Signature]
Witness Signature

Holly Ginter
Printed Name of Witness

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, a Notary Public in and for said County and State, on this 10 day of September 2020, personally appeared the aforementioned Witness, namely, Holly Ginter being known to me to be the person whose name is signed and indicated as Witness to the foregoing instrument, and who, being duly sworn by me, deposes and states as follows: (1) That the foregoing instrument was executed and delivered by Judy Rush, as Board Member for Brentwood Homeowners Association, Inc., in the presence of the Witness; (2) That said Witness is not a party to the transaction memorialized in the foregoing instrument; and (3) That said Witness will not receive any interest in or proceeds from the transaction memorialized in the foregoing instrument.

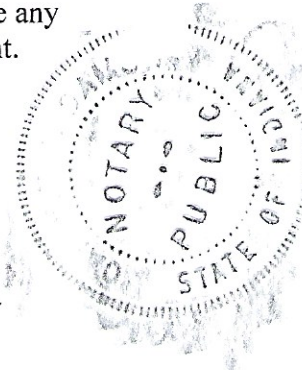
My Commission Expires:



[Signature]

Notary Public

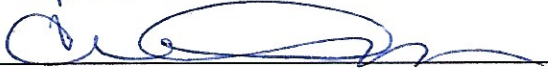
Printed Name: Carole Damon
Residing in monroe County, Indiana

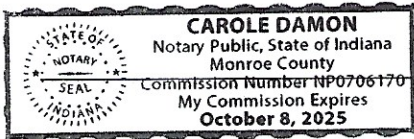


STATE OF INDIANA, COUNTY OF MONROE, SS:

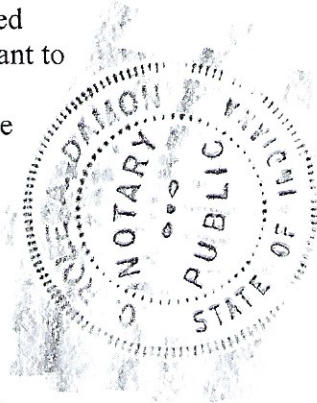
The undersigned Notary Public, hereby certifies that **Megan Parmenter**, Brentwood Homeowners Association, Inc. Board Member, either personally appeared before me or appeared before me via audio-visual communication technology pursuant to the Indiana Supreme Court's Order on emergency suspension of in-person notary requirements (per Supreme Court Case Number 20S-MS-236) and acknowledged the execution of the foregoing document to be a voluntary act for the uses and purposes therein set forth on this 10 day of September 2020.

My Commission Expires:


Notary Public




Printed Name: Carole Damon
Residing in monroe County, Indiana



WITNESS CERTIFICATE AND PROOF

EXECUTED AND DELIVERED in my presence this 10 day of September 2020:


Witness Signature

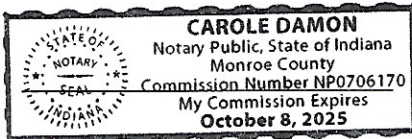
Chandra Mevis
Printed Name of Witness

STATE OF INDIANA, COUNTY OF MONROE, SS:

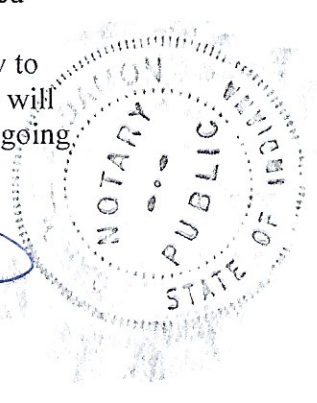
Before me, a Notary Public in and for said County and State, on this 10 day of September 2020, personally appeared the aforementioned Witness, namely, Chandra Mevis being known to me to be the person whose name is signed and indicated as Witness to the foregoing instrument, and who, being duly sworn by me, deposes and states as follows: (1) That the foregoing instrument was executed and delivered by Megan Parmenter, as Board Member for Brentwood Homeowners Association, Inc., in the presence of the Witness; (2) That said Witness is not a party to the transaction memorialized in the foregoing instrument; and (3) That said Witness will not receive any interest in or proceeds from the transaction memorialized in the foregoing instrument.

My Commission Expires:


Notary Public



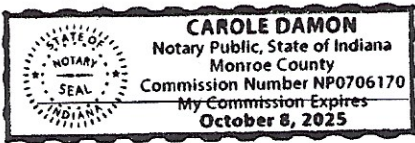
Printed Name: Carole Damon
Residing in monroe County, Indiana



STATE OF INDIANA, COUNTY OF MONROE, SS:

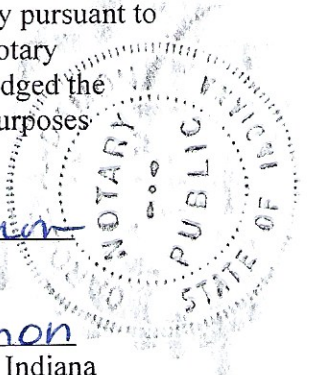
The undersigned Notary Public, hereby certifies that **Kathy Davidson**, Brentwood Homeowners Association, Inc. Board Member, either personally appeared before me or appeared before me via audio-visual communication technology pursuant to the Indiana Supreme Court's Order on emergency suspension of in-person notary requirements (per Supreme Court Case Number 20S-MS-236) and acknowledged the execution of the foregoing document to be a voluntary act for the uses and purposes therein set forth on this 10 day of September 2020.

My Commission Expires:



Carole Damon
Notary Public

Printed Name: Carole Damon
Residing in monroe County, Indiana



WITNESS CERTIFICATE AND PROOF

EXECUTED AND DELIVERED in my presence this 10 day of September 2020:

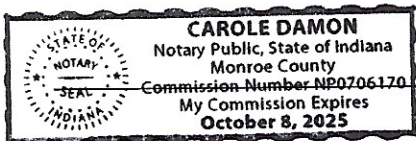
Charles Mc
Witness Signature

Chandra Mevis
Printed Name of Witness

STATE OF INDIANA, COUNTY OF MONROE, SS:

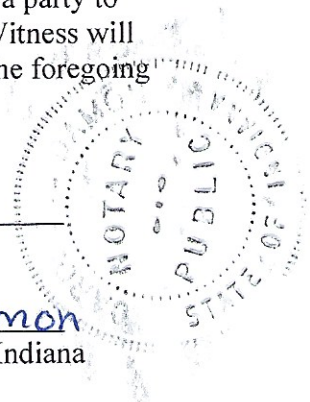
Before me, a Notary Public in and for said County and State, on this 10 day of September 2020, personally appeared the aforementioned Witness, namely, Chandra mevis being known to me to be the person whose name is signed and indicated as Witness to the foregoing instrument, and who, being duly sworn by me, deposes and states as follows: (1) That the foregoing instrument was executed and delivered by Kathy Davidson, as Board Member for Brentwood Homeowners Association, Inc., in the presence of the Witness; (2) That said Witness is not a party to the transaction memorialized in the foregoing instrument; and (3) That said Witness will not receive any interest in or proceeds from the transaction memorialized in the foregoing instrument.

My Commission Expires:



Carole Damon
Notary Public

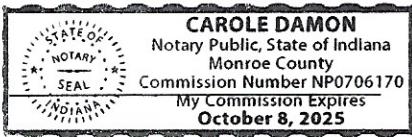
Printed Name: Carole Damon
Residing in monroe County, Indiana



STATE OF INDIANA, COUNTY OF MONROE, SS:

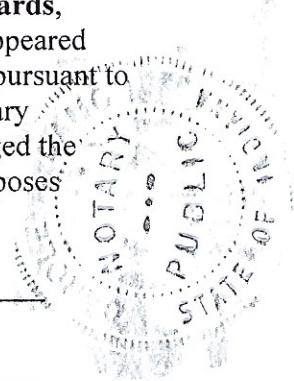
The undersigned Notary Public, hereby certifies that **Tina Edwards**, Brentwood Homeowners Association, Inc. Board Member, either personally appeared before me or appeared before me via audio-visual communication technology pursuant to the Indiana Supreme Court's Order on emergency suspension of in-person notary requirements (per Supreme Court Case Number 20S-MS-236) and acknowledged the execution of the foregoing document to be a voluntary act for the uses and purposes therein set forth on this 10 day of September 2020.

My Commission Expires:



[Signature]
Notary Public

Printed Name: Carole Damon
Residing in monroe County, Indiana



WITNESS CERTIFICATE AND PROOF

EXECUTED AND DELIVERED in my presence this 10 day of September 2020:

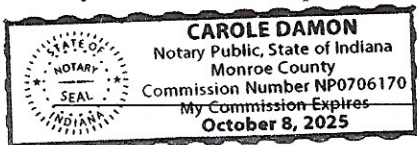
[Signature]
Witness Signature

Chandra Mevis
Printed Name of Witness

STATE OF INDIANA, COUNTY OF MONROE, SS:

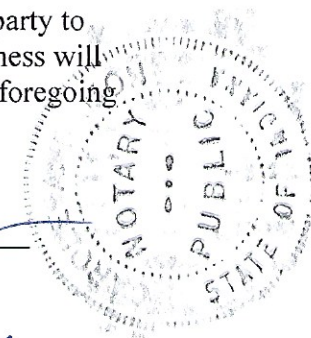
Before me, a Notary Public in and for said County and State, on this 10 day of September 2020, personally appeared the aforementioned Witness, namely, Chandra mevis being known to me to be the person whose name is signed and indicated as Witness to the foregoing instrument, and who, being duly sworn by me, deposes and states as follows: (1) That the foregoing instrument was executed and delivered by Tina Edwards, as Board Member for Brentwood Homeowners Association, Inc., in the presence of the Witness; (2) That said Witness is not a party to the transaction memorialized in the foregoing instrument; and (3) That said Witness will not receive any interest in or proceeds from the transaction memorialized in the foregoing instrument.

My Commission Expires:



[Signature]
Notary Public

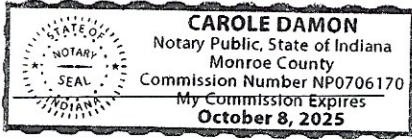
Printed Name: CAROLE DAMON
Residing in monroe County, Indiana



STATE OF INDIANA, COUNTY OF MONROE, SS:

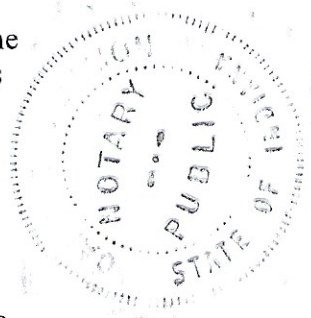
The undersigned Notary Public, hereby certifies that **Brent Rubeck**, Brentwood Homeowners Association, Inc. Board Member, either personally appeared before me or appeared before me via audio-visual communication technology pursuant to the Indiana Supreme Court's Order on emergency suspension of in-person notary requirements (per Supreme Court Case Number 20S-MS-236) and acknowledged the execution of the foregoing document to be a voluntary act for the uses and purposes therein set forth on this 10 day of September 2020.

My Commission Expires:



[Signature]
Notary Public

Printed Name: Carole Damon
Residing in monroe County, Indiana



WITNESS CERTIFICATE AND PROOF

EXECUTED AND DELIVERED in my presence this 10 day of September 2020:

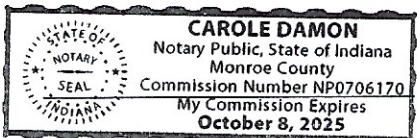
[Signature]
Witness Signature

Chandra Mevis
Printed Name of Witness

STATE OF INDIANA, COUNTY OF MONROE, SS:

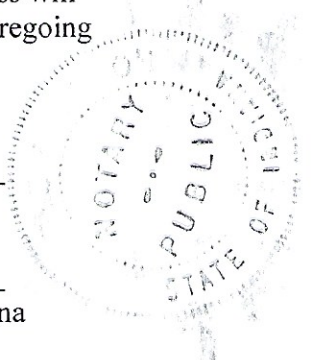
Before me, a Notary Public in and for said County and State, on this 10 day of September 2020, personally appeared the aforementioned Witness, namely, Chandra Mevis being known to me to be the person whose name is signed and indicated as Witness to the foregoing instrument, and who, being duly sworn by me, deposes and states as follows: (1) That the foregoing instrument was executed and delivered by Brent Rubeck, as Board Member for Brentwood Homeowners Association, Inc., in the presence of the Witness; (2) That said Witness is not a party to the transaction memorialized in the foregoing instrument; and (3) That said Witness will not receive any interest in or proceeds from the transaction memorialized in the foregoing instrument.

My Commission Expires:



[Signature]
Notary Public

Printed Name: Carole Damon
Residing in monroe County, Indiana



**SECRETARY'S CERTIFICATE REGARDING
THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF BRENTWOOD**

I, Tina Edwards, attest as follows:

1. I am currently serving as Secretary of the Brentwood Homeowner's Association, Inc. (the "Association").
2. By affirmative vote, concluded on or about August 4, 2020, at least seventy-five percent (75%) of the Unit Owners in Brentwood voted in favor of amending the Declaration of Covenants, Conditions and Restrictions of Brentwood, as amended, by a Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Brentwood.
3. The above-referenced voting record is on record with the Professional Management of the Association.



Tina Edwards, Secretary
Brentwood Board of Directors for
the Brentwood Homeowner's Association, Inc.

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.

Gregory Scott Lauer

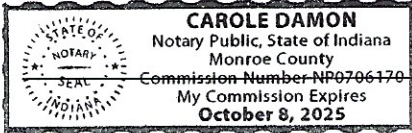
Gregory Scott Lauer

EXHIBIT A
(Two (2) Pages)

STATE OF INDIANA, COUNTY OF MONROE, SS:

The undersigned Notary Public, hereby certifies that **Tina Edwards**, Secretary of the Brentwood Homeowners Association, Inc., either personally appeared before me or appeared before me via audio-visual communication technology pursuant to the Indiana Supreme Court's Order on emergency suspension of in-person notary requirements (per Supreme Court Case Number 20S-MS-236) and acknowledged the execution of the foregoing document to be a voluntary act for the uses and purposes therein set forth on this 8 day of September 2020.

My Commission Expires:



[Signature]
Notary Public

Printed Name: Carole Damon
Residing in monroe County, Indiana



WITNESS CERTIFICATE AND PROOF

EXECUTED AND DELIVERED in my presence this 8 day of September 2020:

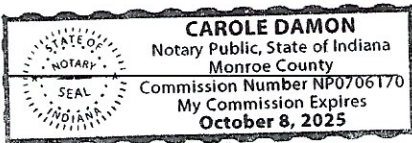
Chandra Mevis
Witness Signature

Chandra Mevis
Printed Name of Witness

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, a Notary Public in and for said County and State, on this 8 day of September 2020, personally appeared the aforementioned Witness, namely, Chandra Mevis being known to me to be the person whose name is signed and indicated as Witness to the foregoing instrument, and who, being duly sworn by me, deposes and states as follows: (1) That the foregoing instrument was executed and delivered by Tina Edwards, Secretary of the Brentwood Homeowners Association, Inc., in the presence of the Witness; (2) That said Witness is not a party to the transaction memorialized in the foregoing instrument; and (3) That said Witness will not receive any interest in or proceeds from the transaction memorialized in the foregoing instrument.

My Commission Expires:



[Signature]
Notary Public

Printed Name: Carole Damon
Residing in monroe County, Indiana

