


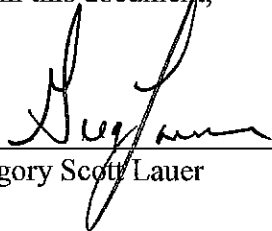
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Eric Schmitz
Monroe County Recorder IN
Recorded as Presented


**SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BRENTWOOD**

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

Consisting of 10 pages,
including this cover page

I, Gregory Scott Lauer, 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

**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BRENTWOOD
EFFECTIVE JUNE 1, 2017**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRENTWOOD ("Second Amendment") is made and effective this 1st day of June, 2017, 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 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, pursuant to the terms and conditions of the Declaration, said Declaration 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 indicated herein;

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

TERMS AND CONDITIONS OF AMENDMENT

1. Section 6.1 of the Declaration shall be amended by replacing the written language of Section 6.1 originally contained in the Declaration with the following written language:

Section 6.1 – Common Area. The Association shall maintain, repair and replace 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 this Declaration to be maintained, repaired or replaced by the Unit Owners. Notwithstanding any other term or provision contained in this Declaration, 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 maintain, repair and replace 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.

2. Section 6.3 of the Declaration shall be amended by replacing the written language of the first paragraph originally contained in the Declaration with the following written language (with the remainder of Section 6.3, but for the first paragraph, remaining as originally contained in the Declaration):

Section 6.3 – Limited Common Area. Common Expenses associated with the maintenance, repair or replacement of components and elements attached to or a part of windows, screens, exterior doors (including door frames and side lights) and garage doors will be assessed against the Unit or Units to which the Limited Common Area is assigned. No additional component or element, including exterior signal reception equipment (video, audio or other) of any other object, holder, item, sign or other attachment of any type, sort or category may be attached to the exterior of any Unit without the prior written consent of the Board. In the event that any such approved additional component, element or other object, holder, item, sign or other attachment becomes deteriorated or unsightly or is inconsistent with conditions of installation, as approved by the Board, it may be removed or repaired at the Unit Owner's expense as a Common Expense assessment under this section, after Notice and Hearing.

3. Article VIII of the Declaration shall be amended by replacing the written language of Article VIII originally contained in the Declaration 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, commercial vehicles, non-registered vehicles and/or non-operational vehicles of any type may not be parked or stored in these areas).

4. Article IX of the Declaration shall be amended by deleting the written language of Article IX originally contained in the Declaration and replacing said original language with the following written language:

ARTICLE IX
Development Rights and Other Special Declarant Rights

This Article is removed from the Declaration because all applicable Development Rights referenced in the Declaration have expired pursuant to Section 9.2(a) of the original Declaration.

5. Section 10.1(a) of the Declaration shall be amended by replacing the written language of Section 10.1(a) originally contained in the Declaration with the following written language:
 - (a) The use of each Unit is restricted to occupancy by no more than two unrelated adults. No industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits and/or nonresidential storage, mail or other use of a Unit shall be conducted, maintained or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel, motel purposes (to include rental through services such as Airbnb and/or comparable services).

6. Section 10.1(b) of the Declaration shall be amended by replacing the written language of Section 10.1(b) originally contained in the Declaration with the following written language:
 - (b) No offensive or unlawful use may be made upon or within the Property or any Unit and Unit Owners shall comply with and conform to all applicable federal, state and local laws, regulations, rules, ordinances and the like. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

7. Section 10.2(d) of the Declaration shall be amended by replacing the written language of Section 10.2(d) originally contained in the Declaration with the following written language:
 - (d) Garages are restricted to use by the owner of the Unit on which said garage is located/connected for storage and parking.

8. Section 10.2(f) of the Declaration shall be amended by adding the following written language to the end of the original Section 10.2(f) contained in the Declaration:

Notwithstanding any other term or provision contained in this Declaration, any dog restrained by a leash must be under direct supervision of its owner (or an agent of owner) at all times. No dog may be tethered outside of a Unit or on the Property, whether under supervision of its owner (or an agent of owner) or not. If

a dog is permitted outside of a Unit, it must be under the supervision of its owner (or an agent of owner) and on a leash.

9. Section 10.2(h) of the Declaration shall be amended by adding the following written language to the end of the original Section 10.2(h) contained in the Declaration:

Notwithstanding any other term or provision contained in this Declaration, real estate signs advertising a unit for sale shall be permitted so long as the size and placement of any such sign is first approved in writing by the Board.

10. Section 10.4 of the Declaration shall be amended by deleting the written language of Section 10.4 originally contained in the Declaration and removing Section 10.4 of the original Declaration.

11. Section 16.6(a) of the Declaration shall be amended by replacing the written language of Section 16.6(a) originally contained in the Declaration with the following written language:

- (a) Any Common Expenses associated with the maintenance, repair or replacement of components and elements attached to or a part of windows, screens and exterior doors (including door frames and side lights) and garage doors will be assessed against the Unit or Units to which the Limited Common Area is assigned. If any such Limited Common Area is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Area shall be assessed equally among the Units to which it is assigned.

12. Section 19.4 of the Declaration shall be amended by adding the following written language to the end of the original Section 19.4 contained in the Declaration:

Notwithstanding any other term or provision contained in this Declaration, the Board may also approve, in writing, alternate protection against those handling Association funds, such as insurance insuring against employee theft.

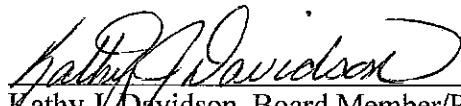
13. Section 19.5 of the Declaration shall be amended by replacing the written language of the first sentence of Section 19.5 originally contained in the Declaration with the following written language:

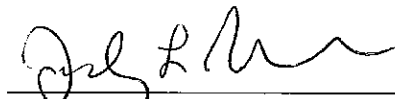
Effective August 17, 2016, until further advance written notice by the Board to the Unit Owners, which notice shall be consistent with Section 19.1 of the Declaration, the Board shall arrange for "single entity" insurance coverage of the Units which shall include full replacement coverage of the Units including fire and extended coverage on each Unit in the Community, including the interior and exterior (but excluding personal liability of any Unit Owner and/or personal property owned by any Unit Owner).

14. Conflicting Terms or Provisions. In the event of any conflict in any term or provision contained in the Declaration and this Second Amendment, then the subject term(s) or provision(s), as contained in this Second Amendment, shall supercede and prevail over the conflicting term(s) or provision(s) as contained in the Declaration.
15. Other Terms and Provisions. All other terms and provisions contained in the Declaration, not modified, changed or impacted by this Second Amendment, shall remain in full force and effect.

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

BRENTWOOD HOMEOWNERS ASSOCIATION,
INC.


Kathy J. Davidson, Board Member/President


Judy L. Rush, Board Member/Vice President


Samantha Lowry, Board Member/Treasurer


Megan E. Parmenter, Board Member/Secretary


Allyn O. Curry, Board Member

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Kathy Davidson, by me known to be a Member of the Board of Directors of the Brentwood Homeowners Association, Inc., who acknowledged the execution of the foregoing on behalf of said corporation and who having been duly sworn stated the truth of the foregoing representations.

WITNESS my hand and Notarial Seal this 7TH day of June 2017.

My Commission expires:

3/1/2018

Gregory Scott Lauer, Notary Public

GREGORY SCOTT LAUER
Printed Name

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Judy L. Rush, by me known to be a Member of the Board of Directors of the Brentwood Homeowners Association, Inc., who acknowledged the execution of the foregoing on behalf of said corporation and who having been duly sworn stated the truth of the foregoing representations.

WITNESS my hand and Notarial Seal this 7TH day of June 2017.

My Commission expires:

3/1/2018

Gregory Scott Lauer, Notary Public

GREGORY SCOTT LAUER
Printed Name

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Samantha Lowry, by me known to be a Member of the Board of Directors of the Brentwood Homeowners Association, Inc., who acknowledged the execution of the foregoing on behalf of said corporation and who having been duly sworn stated the truth of the foregoing representations.

WITNESS my hand and Notarial Seal this 7th day of June 2017.

My Commission expires:

3/1/2018

Megny Scott Lauer, Notary Public

GREGORY SCOTT LAUER
Printed Name

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Megan E. Parmenter, by me known to be a Member of the Board of Directors of the Brentwood Homeowners Association, Inc., who acknowledged the execution of the foregoing on behalf of said corporation and who having been duly sworn stated the truth of the foregoing representations.

WITNESS my hand and Notarial Seal this 7th day of June 2017.

My Commission expires:

3/1/2018

Megny Scott Lauer, Notary Public

GREGORY SCOTT LAUER
Printed Name

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Allyn O. Curry, by me known to be a Member of the Board of Directors of the Brentwood Homeowners Association, Inc., who acknowledged the execution of the foregoing on behalf of said corporation and who having been duly sworn stated the truth of the foregoing representations.

WITNESS my hand and Notarial Seal this 7th day of June 2017.

My Commission expires:

3/1/2018

Gregory Scott Lauer, Notary Public

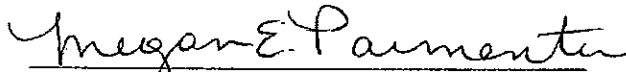
GREGORY SCOTT LAUER
Printed Name

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

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

I, Megan E. Parmenter, 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 April, 2017, at least seventy-five percent (75%) of the Unit Owners in Brentwood voted in favor of amending the original Declaration of Covenants, Conditions and Restrictions of Brentwood by a Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Brentwood. Specifically, twenty-six (26) Unit Owners of thirty-three (33) total Unit Owners, equaling approximately seventy-nine percent (79%) of all Unit Owners, voted to approve the Second 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.



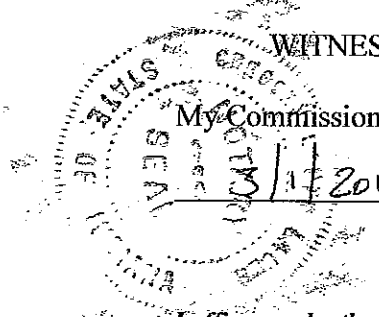
Megan E. Parmenter, Secretary
Brentwood Board of Directors for
the Brentwood Homeowner's Association, Inc.

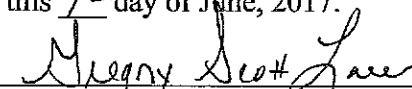
STATE OF INDIANA, COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Megan E. Parmenter, Secretary of the Brentwood Board of Directors for the Brentwood Homeowner's Association, Inc., who acknowledged the execution of the foregoing Secretary's Certificate.

WITNESS my hand and Notarial Seal this 12 day of June, 2017.

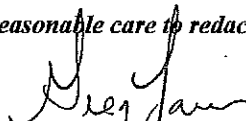
My Commission Expires: _____





Notary Public,
Printed Name: GREGORY SCOTT LAUER
Residing in: MONROE County, Indiana

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

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