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MARTHA A. WOMACKS
MARION COUNTY AUDITOR

**DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS FOR
BURTON CROSSING HOMEOWNERS ASSOCIATION**

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SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made as of the 13th day of DECEMBER, 2000, by Burton Crossing, LLC, an Indiana Corporation ("Developer").

1. WHEREAS, Declarant is the owner of certain real estate in Marion County, State of Indiana, more particularly described in Exhibit "A", attached hereto and, by this reference, made a part hereof (hereinafter referred to as the "Real Estate"); and

2. WHEREAS, Declarant desires and intends to create on the Real Estate a residential community to be known as Burton Crossing (the "Development") and to sell and convey the residential lots situated within the platted areas of the Development, and before doing so, desires to subject to and impose upon all real estate within platted areas of the Development mutual and beneficial restrictions, covenants, conditions, easements, assessments, privileges, liens and charges (hereinafter referred to as the "Restrictions") for the benefit and complement of the lots and lands and each Owner of all or part thereof in the Development and future home Owners thereof as hereinafter provided in this Declaration; and

3. WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the power and duty to (i) administer any Common Properties located on the Real Estate, (ii) provide for the mowing of lawns in the Common Properties and the maintenance of the facilities and landscaping and other common amenities within said Common Properties, (iii) enforce the covenants and restrictions contained in this Declaration, (iv) collect and disburse the assessments and charges imposed and created hereby and hereunder, and (v) promote health, safety, and, welfare of the Owners of the Real Estate, and all parts thereof, and

4. WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name of Burton Crossing Home Owners Association, Inc. or similar name, as such agency for the purpose of exercising such functions.

5. NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred sold, conveyed, hypothecated, encumbered, rented, leased, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole, Common areas, and each of the Lots situated therein. All of the Restrictions shall run with

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the Land and be binding upon the Declarant and upon the Owners and any other Persons having or acquiring any right, title or interest, legal or equitable, in and to the Real Estate of the Development or any part thereof subject to this Declaration and/or the Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any Real Estate.

I. DEFINITIONS

A. "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended, or any successor act.

B. "Annual Assessment" amount to be paid to the Association by each Owner annually.

C. "Articles" shall mean and refer to the Articles of Incorporation of the incorporated Association, as the same may be amended from time to time.

D. "Assessments" collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

E. "Association" Burton Crossing Home Owners Association, Inc., an Indiana non-profit corporation, its successors and assigns.

F. "Association Documents" the articles of incorporation, by-laws, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association or a Committee charged with such regulation by this Declaration.

G. "Board" the board of trustees or directors of the Association.

H. "By-Laws" shall mean and refer to the Code of By-Laws of the incorporated Association, as the same may be amended from time to time.

I. "Common Expenses" expenses incurred in administration, upkeep and maintaining the Common Property including, but not limited to, the payment of property taxes and other assessments.

J. "Common Property" all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners as well as all other portions of the Real Estate shown on any recorded subdivision plat of the Real Estate which are not Lots.

K. "Developer" Burton Crossing LLC and any manager, general partner, shareholder, successor or assign thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

L. "Improvements" all buildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and all other structures of every type.

M. "Lot" a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use.

N. "Lot Assessment" an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

O. "Manager" the person or entity retained by the Board to assist in the management of the Association as set forth in Article IV, Paragraph F.

P. "Member" any person or entity entitled to membership in the Association, as provided for in Article III.

Q. "Owner" the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest as security for performance of an obligation and also excluding the Developer.

R. "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

S. "Plat" shall mean and refer to the subdivision plat or plats of the Real Estate recorded in the Office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented.

T. "Property" all of the real property described in Exhibit "A" attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

U. "Reserve Fund" the fund established pursuant to Article V.

V. "Restrictions" shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time.

W. "Rules" the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.

X. "Special Assessment" an assessment levied by the Association against all Lots pursuant to Article V or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund.

Y. "State" the State of Indiana.

Z. "Turnover Date" the date described in Article V, Paragraph C.

AA. "Zoning Commitments" shall mean and refer to the written commitments, as amended, heretofore entered in connection with zoning of the Real Estate, which commitments are contained in the development statement approved in Zoning Ordinance 99-Z-190, and are on file in the City of Indianapolis Department of Metropolitan Development, such commitments being incorporated herein by reference, as the same may hereafter be amended in accordance with their terms.

II. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes: ®

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property.
- C. Preservation and enhancement of value, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be a member of the Association. For purposes of determining classes of membership, a Class A member shall be the owner of any conveyed lot containing a home thereon, and a Class B member shall be the owner of

any undeveloped platted lot; and each reference to a lot in this Declaration shall be deemed to be a conveyed lot, containing a home or an unconveyed, platted or unplatted, lot, respectively, as more particularly set forth as follows. The Association shall have two (2) classes of membership:

1. Class A. Every person, group of persons, or entity, other than the Declarant, who is a record owner of a fee interest in any improved lot shall, by this Declaration, be subject to assessment by the Association and shall be classified as a Class A member; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to any may not be separated from ownership of any lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among, themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. In the event agreement is not reached, the vote attributable to such lot shall not be cast.

2. Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each platted Lot owned. For purposes of determining voting rights and duties, it shall be assumed there is a total of 136 platted and unplatted lots within the Development and Declarant shall have the automatic right to plat and record, not to contain in excess of 136 homes, without the consent or approval of the Association or any other person, firm or corporation. The Class B membership shall cease and be converted to a Class A membership upon the earlier of the following: (1) 75% of homes on lots are deeded to homeowner; or (2) January 1st, 2006 In the event all the lots have not been conveyed to owners or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association, Class B memberships existing, if any, at time of cancellation, shall automatically become Class A memberships excepting such Class A memberships shall not be subject to assessment or the lien of assessment until a home is constructed thereon.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in this Declaration and/or the Association Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Developer may, from time to time, at Developer's option, convey to the Association for the use and benefit of the Association and the Members real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association

Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, safe and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

C. Cost Sharing Agreements. The Association may enter into cost-sharing agreements with other home owners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, signs, landscaping, storm water retention facilities, mounding, fencing, lake and lake access easements and facilities, and any other improvements that benefit the Property.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which may be in addition to and shall not be inconsistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules, against any Owner, tenant, Guest or Invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot. Owners shall be bound by all such Rules and Regulations promulgated by the Association the same as if specifically included herein and recorded herewith.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege, granted in this Declaration, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days prior written notice.

G. Insurance.

1. The Association shall be required to obtain and maintain adequate blanket property/casualty insurance, comprehensive public liability insurance and

flood insurance covering all of the Common Property in an amount as is required by law or commonly required by prudent institutional mortgage investors. The public liability coverage shall be for at least One Million Dollars (\$ 1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Properties and shall insure the Association, the Board of Directors, or any committee of the Association or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may act as agents or employees of any of the foregoing with respect to the Real Estate or the Development. Such public liability insurance policy shall contain a "separability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

2. The Association may, in the Board's discretion, obtain and maintain the following insurance (a) Fidelity bond coverage and workers' compensation insurance for all directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association under Section X. D., (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses.

4. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section V to cover the additional costs.

H. Condemnation The association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association.

V. ASSESSMENTS

A. Reserve Fund. The Board may establish a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property.

B. Types of Assessments. The Developer, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may claim exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year and shall make available a copy of such proposed budget to each Owner prior to or with the notice to Owners of such annual meeting. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the assessments herein provided, whenever determined. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association (which may also include amounts, if any, for the Reserve Fund as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. Each Owner shall be given written notice of such assessment against Lot and the Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Whenever, whether before or after the Annual Meeting of the Association, there is no Annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay regular Assessments based upon the last approved budget or, at the option of the Board of Directors, based upon one hundred ten per cent (110%) of such last approved budget as a temporary budget. Notwithstanding the foregoing to the contrary (i) prior to January 1, 2002 in no event shall the Annual Assessments for each Lot exceed \$180; and (ii) prior to the date that Developer relinquishes its right to appoint members of the Board as set forth in Article III Paragraph A herein (the "Turnover Date"), Developer shall not pay the Annual Assessments applicable to Lots owned by Developer, but shall pay any deficit incurred in operating the Association. Also, as stated in Article III, Section 2, Lots owned by the Declarant after the Turnover date, are not subject to an Annual Assessment until after a home has been constructed on such Lot.

D. **Special Assessments.** From time to time, Common Expenses of an unusual, extraordinary or capital nature not included in the budget, or not otherwise anticipated may arise. At such time, unless otherwise provided in this Declaration, the Articles, the By-Laws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot and Dwelling Unit, prorated in equal shares. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund; provided that any such assessment shall have the assent of two-thirds (2/3's) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. A quorum of at least fifty-one percent (51%) must be present at any such meeting. Without limiting the generality of the foregoing, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repairs or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

E. **Lot Assessments.** The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

F. **Remedies.**

1. **In General.** The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of a violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

2. **Delay or Failure to Enforce.** No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more

of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert), or any other party, to any right available to him upon the occurrence, reoccurrence or continuation of such violation or violations of these Restrictions.

3. Late Charge Acceleration. If any Assessment remains unpaid for 10 days, after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of 12% per annum or the highest rate permitted by law, together with an administrative collection charge of \$25.00.

4. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

5. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file, record and foreclose upon a certificate of lien (or similar document) for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate Governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be seized by any officer, authorized agent or Manager of the Association. Upon the recording of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of one year from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is the subject, of pending litigation or is discharged by the Final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

6. Vote on Association Matters: Use of Common Property. If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and the Owner's privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

VI. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing, to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot abutting other Owner's Lots or that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to protect interests/welfare/rights of other Owners and/or the Association, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board shall have the right, but not the obligation, to authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred. Neither the Association nor any of its Board, agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

D. Damage to Common Property By Owner or Occupant. 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, invitees or lessees. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The

Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the last Lot in Burton Crossing is transferred to an entity other than Developer, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, unless Developer relinquishes its responsibility in writing to the Association. After such time as the Developer relinquishes its responsibility as the Design Review Board, the Board of Directors shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. The Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the guidelines and standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no fences or removal of decorative fencing, shall be permitted until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration.

B. Original Construction and Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications in the manner and form prescribed from time to time by the Design Review Board, showing the nature, kind, shape, color, size, materials and location of Improvements to the Design Review Board for its approvals. Nothing contained herein shall be construed to limit the right of an Owner to re-model or decorate the interior of his/her residence.

C. Variations. To avoid unnecessary hardship and to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variations from the provisions of Article VIII, provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No

variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

D. Duties of Design Review Board. The Design Review Boards shall endeavor to approve or disapprove, in writing, proposed improvements within thirty (30) days after all required information shall have been submitted to it. Failure of the Design Review Board to issue a decision, in writing, within thirty (30) days shall constitute approval.

E. Liability of Design Review Board. Neither the Design Review Board nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specification or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Design Review Board does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

F. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions, the submitted plans and applicable regulations.

VIII. USE RESTRICTIONS.

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests and invitees. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof including reasonable attorney fees and costs, but there shall be no right of reversion or forfeiture resulting from such violation.

A. Use of Lots.

1. Single Family Residential Usage. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single family residential purposes and purposes customarily incidental to a residence.

2. Diligence in Construction. Every building whose construction or placement on any residential Lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

3. Accessory Outbuildings. No accessory outbuildings, except mini barns or storage sheds, shall be erected on any of the residential lots. All mini barns or storage sheds are subject to the restrictions listed in Section (I) below.

4. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be bindings on all parties.

5. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all Governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and environment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

C. Noxious, Offensive, or Hazardous Actions or Materials. No noxious or offensive activities shall be carried on, on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development. Nothing shall be done or kept in any Lot or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall, not be construed so as to prohibit the Developer from construction activities consistent with its residential construction practices.

D. Signs. No signs or advertisements of any character shall be erected, posted or displayed upon the Property, except: (i) signs installed by the Developer while marketing the Lots and residences for sale, (ii) street and identification signs installed by the Association or the Developer.; and (iii) one temporary real estate sign not to exceed six square feet in area, advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. Owners may have usual household pets and such pets shall be kept reasonably confined so as not to

become a nuisance. The Board of Directors shall in its sole opinion determine the definition of a nuisance.

F. **Nuisances.** No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property.

G. **Business.** No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, except those home occupations specifically allowed under the applicable zoning laws and statues without the prior written approval of the Board.

H. **Storage.** No open storage of any kind is permitted.

I. **Mini-Barns, Storage Sheds.** Mini-barns and Storage sheds are allowed subject to the following conditions:

1. **Restricted Lots.** No storage shed or mini barn may be built or maintained on any portion of the following lots: 1, 2, 3, 4, 5, 6, 7, 8, 40, 41, 42, 61, 62, 63, 64, 65, 70, 71, 72, 73, 74, 75, 76, 77

2. **Size.** The maximum allowed size for any storage shed or mini-barn shall be one hundred fifty (150) square feet.

3. **Outside Finish.** Materials used in the construction of any storage shed or mini-barn shall substantially match the exterior color and material of the home on the Lot on which the storage shed or mini-barn is to be constructed.

4. **Location.** No storage shed or mini barn may be built or maintained on any portion of the Real Estate which is a Common Area or an Easement.

5. **Approval.** All storage sheds and mini barns must be approved by the Design Review Board prior to the start of construction.

J. **Hotel/Transient Uses: Leases.** No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing, and shall be subject to this Declaration.

K. **Vehicles.** The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, vans, campers or mobile homes shall be parked or stored on any Lot (except in an enclosed structure shielded from view) for any time period

longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any light pickup truck which is used as an automobile vehicle by an Owner or a member of an Owner's family.

K. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash, garbage or other refuse of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers. All houses built in the Association shall be equipped with a garbage disposal unit. Any receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than twenty-four inches (24"), erected or installed to minimize visibility from the street which the dwelling fronts.

M. Utility Lines. All utility lines on the Property shall be underground subject to the requirements of relevant governmental authorities and utility companies.

N. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

O. Street Tree. Developer may designate one (1) or more trees as deemed necessary by Developer along the street in front of each Lot. If Developer determines to designate street tree(s) then the Lot Owners agree to such uniform street trees. Each Lot Owner shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

P. Mailbox. Developer may designate a curbside mailbox for each Lot with a design giving uniformity to the subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox. No separate newspaper box shall be permitted other than those provided by the builder or developer

Q. Yard Lights and Lamp Posts. All yard lights and lampposts shall conform to the standards set forth by the Design Review Board.

R. Fencing. All fencing is subject to the following conditions, commitments, and restrictions:

1. All fencing in Burton Crossing shall be limited to one of the following choices: Wrought iron/aluminum, vinyl, wood shadow box or vinyl clad chain link.

2. Fencing is not allowed to encroach upon front or side yards. Fencing must be placed at the rear foundation of the home.

3. The maximum height for fencing shall be 48 inches above grade, subject to the following exception: Lots situated along the perimeter of Burton Crossing may erect fencing with a maximum height of 72 inches above grade. The following lots are subject to the height exception: 9,10,11,12,13,14,15,16,47,48,49,50,51,52,53,54,55,56,77,78,79,80,81,82,83,117,118,119,120,121,122,123,124,125,127,128,129,130,131,132,134,135, and 136.

4. The following lots must maintain a uniform style and height of fencing, as required by Zoning commitment: 1,2,3,4,5,6,7,8,40,41,42,61,62,63,64,71,72,73,74,75, and 76. The fence styles shall be limited to one of the following choices: Wrought iron/aluminum, vinyl, or vinyl clad chain link. The height shall be limited to no more than 48 inches above grade.

S. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article VIII, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna.

T. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot.

U. Ditches and Swales. It shall be the duty of the Owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the City of Indianapolis, Department of Capital Asset Management, and of the appropriate zoning bodies.

V. Non-Residential Usage. No industry, trade, or other commercial or religious activity, education or otherwise, designed for profit, altruism or otherwise shall be conducted, practiced or permitted on the Real Estate, unless specifically allowed under applicable zoning laws and statutes without the prior written approval of the Board.

W. Compliance with Rules. All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board or its authorized Committees governing the operation, use and enjoyment of the Common Properties.

X. Lot Maintenance. Each Owner shall keep his Lot in good order, condition, and repair and free of debris, all in a manner and with such frequency as is consistent with good property management.

Y. Compliance with Zoning Commitments. So long as any Zoning Commitments are in effect, no use shall be made of any part of the Real Estate which violates such Commitments, and all Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Real Estate shall at all times fully comply with, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Zoning Commitments which are attached hereto and made a part hereof by reference. These Zoning Commitments may be changed only by the applicable process governing such commitments under the laws of the City of Indianapolis.

IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner is hereby granted and shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to such rules and regulations as the Association shall from time to time promulgate. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of

constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate, provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).

D. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local Governmental authorities and the Association (but not to the public in general) to enter upon the Common Property to perform their duties.

X. MISCELLANEOUS

A. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of Developer, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules. The Owners of any Lot subject to these Restrictions by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restrictions and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer, the Association, the Board of Directors, Design Review Board and other such authorized Committees with respect to these Restrictions and other rules authorized to be promulgated herein, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association, the Board of Directors, Design Review Board and other such authorized Committees, and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements

B. Amendments by Developer. Until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable Governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executions and recording, in the appropriate Governmental office an amendment to this Declaration specifying that such additional property is part of the Property. Such amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property.

C. Amendment by Owners. Except as provided above or otherwise in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

1. **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
2. **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.
3. **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting called and held in accordance with the provisions of the By-Laws.
4. **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than a majority in the aggregate of the votes of all Owners. The instrument of amendment must be signed by such

Owners and recorded. In the event any Lot or Dwelling Unit 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 of its mortgage interest to the Board of Directors, however, no mortgagee shall have a vote on Association matters.

5. 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 Marion County, Indiana, and such amendment shall not become effective until so recorded

E. Developers Rights to Complete Development. Developer shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association, or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer or require Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer or to construct, alter, remodel, demolish or reface any Improvements on any Common Property or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Developer to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

F. Developer's Rights to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter, or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer shall be the subject of any such amendment, alteration or replatting. Each Owner, and Member of the Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

G. Mortgagees Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of this Declaration;

- (b) any proposed termination of the Association; and
- (c) any default under this Declaration, which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

H. Indemnification. The Association shall indemnify every officer, trustee, Committee member, Board of Directors member, or Design Review Board member of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer, or trustee, Committee member, Board of Directors member or Design Review Board member. The officers and trustees and other Directors or Committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees and other Directors or Committee members of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or trustees may also be Members of the Association) and the Association shall indemnify and forever hold each such officer and trustee and other Directors or Committee members free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or trustee and other Directors or Committee members, or former officer or trustee and other Directors or Committee members may be entitled.

I. Severability. If any article, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstances provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

J. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit, or describe the scope or intent of the provisions of this Declaration.

K. Notices. Notices to an Owner shall be in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first written above.

"DECLARANT FEE OWNERS" OF EXHIBIT "A" REALTY

BURTON CROSSING, LLC

By: Mauri G. Young
Mauri G. Young, Managing Member

State of Indiana)
) SS:
County of Marion)

Before me, a Notary Public, in and for said County and State, personally appeared Mauri G. Young, by me known, and by me known to be the Managing Member of Burton Crossing, LLC, who acknowledged the execution of the foregoing "DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR BURTON CROSSING HOMEOWNERS ASSOCIATION" on behalf of said Corporation.

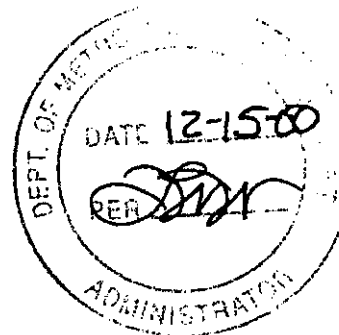
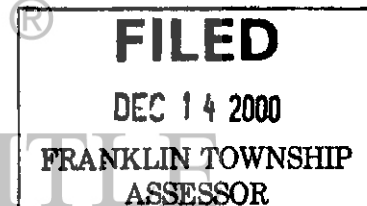
WITNESS my hand and Notarial Seal this 13th day of December, 2000.

[Signature]
Notary Public

JOHN R. MAREN
(Printed)

County of Residence: HANDCOCK

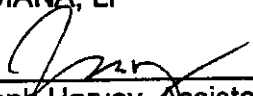
My Commission Expires: 3.30.2007



IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first written above.

"DECLARANT FEE OWNERS" OF EXHIBIT "A" REALTY

RH OF INDIANA, LP

By: 
Joseph Harvey, Assistant Vice President

State of Indiana)
) SS:
County of Marion)

Before me, a Notary Public, in an for said County and State, personally appeared Joseph Harvey, by me known, and by me known to be the Assistant Vice President of RH of Indiana, LP, who acknowledged the execution of the foregoing "DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR BURTON CROSSING HOMEOWNERS ASSOCIATION" on behalf of said Limited Partnership.

WITNESS my hand and Notarial Seal this 13th day of December, 2000.


Notary Public

JOHN R. MAREN
(Printed)

County of Residence: HANCOCK

My Commission Expires: 3.30.2007

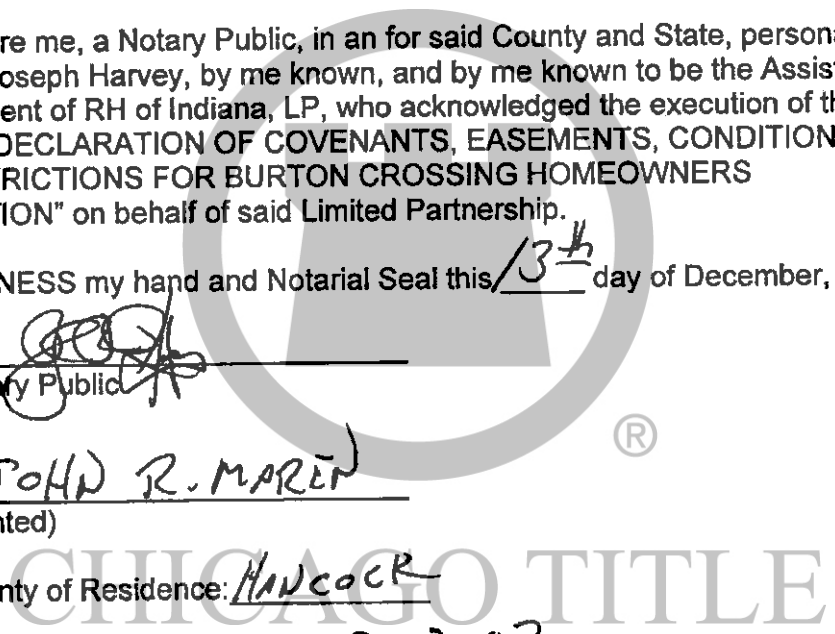


EXHIBIT "A"

LAND DESCRIPTION

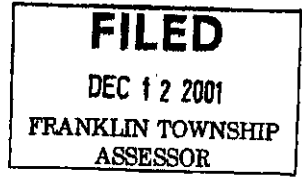
Part of the Southeast and Southwest Quarter of Section 2, Township 14 North, Range 4 East in Marion County, Indiana, described as follows:

Beginning at the Southeast corner of said Southwest Quarter Section; thence South 88 degrees 55 minutes 15 seconds West (assumed bearing) along the South line of said Southwest Quarter Section a distance of 154.71 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 363.40 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 28.99 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 185.00 feet; thence North 38 degrees 23 minutes 59 seconds West a distance of 79.57 feet; thence North 42 degrees 49 minutes 57 seconds East a distance of 209.00 feet to a curve having a radius of 425.00 feet, the radius point of which bears South 42 degrees 49 minutes 57 seconds West; thence southeasterly along said curve an arc distance of 36.11 feet to a point which bears North 47 degrees 42 minutes 01 seconds East from said radius point; thence North 47 degrees 42 minutes 01 seconds East a distance of 102.05 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 86.33 feet; thence North 14 degrees 40 minutes 16 seconds West a distance of 65.12 feet; thence North 08 degrees 54 minutes 02 seconds East a distance of 77.94 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 486.09 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 12.93 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 176.31 feet to the East Line of the West Half of the Southwest Quarter of the said Southeast Quarter Section; thence South 00 degrees 03 minutes 59 seconds East along the said East Line a distance of 1005.33 feet to the South line of the Southeast Quarter of said Section 2; thence South 88 degrees 57 minutes 13 seconds West along said South line a distance of 669.12 feet to the Point of Beginning, containing 18.577 acres, more or less.

MARTIN REMARKS
99 J01 P0185
COUNTY CLERK
COUNTY TRANSFER



Ref: 2000-0197858 (25)



**AMENDED DECLARATION OF COVENANTS, EASEMENTS
CONDITIONS AND RESTRICTIONS FOR
BURTON CROSSING**

THIS AMENDED DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made as of the 12 day of December, 2001, by Burton Crossing, LLC, an Indiana Limited Liability Company ("Developer").

1. WHEREAS, Declarant is the owner of certain real estate in Marion County, State of Indiana, more particularly described in Exhibit "A", attached hereto and, by this reference, made a part hereof (hereinafter referred to as the "Real Estate"); and

2. WHEREAS, Declarant desires and intends to create on the Real Estate a residential community to be known as Burton Crossing (the "Development") and to sell and convey the residential lots situated within the platted areas of the Development, and before doing so, desires to subject to and impose upon all real estate within platted areas of the Development mutual and beneficial restrictions, covenants, conditions, easements, assessments, privileges, liens and charges (hereinafter referred to as the "Restrictions") for the benefit and complement of the lots and lands and each Owner of all or part thereof in the Development and future home Owners thereof as hereinafter provided in this Declaration; and

3. WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the power and duty to (i) administer any Common Properties located on the Real Estate, (ii) provide for the mowing of lawns in the Common Properties and the maintenance of the facilities and landscaping and other common amenities within said Common Properties, (iii) enforce the covenants and restrictions contained in this Declaration, (iv) collect and disburse the assessments and charges imposed and created hereby and hereunder, and (v) promote health, safety, and, welfare of the Owners of the Real Estate, and all parts thereof, and

4. WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name of Burton Crossing Home Owners Association, Inc. or similar name, as such agency for the purpose of exercising such functions.

5. NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred sold, conveyed, hypothecated, encumbered, rented, leased, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are

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declared to be in furtherance of a plan for preservation and enhancement of the Real Estate and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole, Common areas, and each of the Lots situated therein. All of the Restrictions shall run with the Land and be binding upon the Declarant and upon the Owners and any other Persons having or acquiring any right, title or interest, legal or equitable, in and to the Real Estate of the Development or any part thereof subject to this Declaration and/or the Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any Real Estate.

I. DEFINITIONS

A. "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended, or any successor act.

B. "Annual Assessment" amount to be paid to the Association by each Owner annually.

C. "Articles" shall mean and refer to the Articles of Incorporation of the incorporated Association, as the same may be amended from time to time.

D. "Assessments" collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

E. "Association" Burton Crossing Home Owners Association, Inc., an Indiana non-profit corporation, its successors and assigns.

F. "Association Documents" the articles of incorporation, by-laws, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association or a Committee charged with such regulation by this Declaration.

G. "Board" the board of trustees or directors of the Association.

H. "By-Laws" shall mean and refer to the Code of By-Laws of the incorporated Association, as the same may be amended from time to time.

I. "Common Expenses" expenses incurred in administration, upkeep and maintaining the Common Property including, but not limited to, the payment of property taxes and other assessments.

J. "Common Property" all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners as well as all other portions of the Real Estate shown on any recorded subdivision plat of the Real Estate which are not Lots.

K. "Developer" Burton Crossing LLC and any manager, general partner, shareholder, successor or assign thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

L. "Improvements" all buildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and all other structures of every type.

M. "Lot" a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use.

N. "Lot Assessment" an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

O. "Manager" the person or entity retained by the Board to assist in the management of the Association as set forth in Article IV, Paragraph F.

P. "Member" any person or entity entitled to membership in the Association, as provided for in Article III.

Q. "Owner" the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest as security for performance of an obligation and also excluding the Developer.

R. "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

S. "Plat" shall mean and refer to the subdivision plat or plats of the Real Estate recorded in the Office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented.

T. "Property" all of the real property described in Exhibit "A" attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

U. "Reserve Fund" the fund established pursuant to Article V.

V. "Restrictions" shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time.

W. "Rules" the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.

X. "Special Assessment" an assessment levied by the Association against all Lots pursuant to Article V or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund.

Y. "State" the State of Indiana.

Z. "Turnover Date" the date described in Article V, Paragraph C.

AA. "Zoning Commitments" shall mean and refer to the written commitments, as amended and/or modified, heretofore entered in connection with zoning of the Real Estate to the D-2 residential classification, in Case No. 99-Z-190; which said zoning commitments are recorded as Instrument No. _____ in the Office of the Recorder of Marion County, Indiana; and subsequently modified in Case No. 2001-APP-097, such commitments being incorporated herein by reference, as the same may hereafter be amended in accordance with their terms.

II. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property.
- C. Preservation and enhancement of value, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

CHICAGO TITLE

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be a member of the Association. For purposes of determining classes of membership, a Class A member shall be the owner of any conveyed lot containing a home thereon, and a Class B member shall be the owner of any

undeveloped platted lot; and each reference to a lot in this Declaration shall be deemed to be a conveyed lot, containing a home or an un conveyed, platted or unplatted, lot, respectively, as more particularly set forth as follows. The Association shall have two (2) classes of membership:

1. Class A. Every person, group of persons, or entity, other than the Declarant, who is a record owner of a fee interest in any improved lot shall, by this Declaration, be subject to assessment by the Association and shall be classified as a Class A member; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. In the event agreement is not reached, the vote attributable to such lot shall not be cast.

2. Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each platted Lot owned. For purposes of determining voting rights and duties, it shall be assumed there is a total of 136 platted and unplatted lots within the Development. (Note that this provision shall not limit the Declarant's automatic right to plat, amend, and record, any configuration and number of lots on the Real Estate, without the consent or approval of the Association or any other person, firm or corporation.) The Class B membership shall cease and be converted to a Class A membership not later than the earlier of the following: (1) 100% of homes on lots are deeded to homeowner; or (2) January 1st, 2007. In the event that at the time of such conversion all the lots have not been conveyed to owners or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association, Class B memberships existing, if any, at time of cancellation, shall automatically become Class A memberships, excepting that following such conversion date, such Class A memberships shall not be subject to assessment or the lien of assessment until a home is constructed thereon.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in this Declaration and/or the Association Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Developer may, from time to time, at Developer's option, convey to the Association for the use and benefit of the Association and the Members real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the

rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, safe and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

C. Cost Sharing Agreements. The Association may enter into cost-sharing agreements with other home owners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, signs, landscaping, storm water retention facilities, mounding, fencing, lake and lake access easements and facilities, and any other improvements that benefit the Property.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which may be in addition to and shall not be inconsistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board/Association expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules, against any Owner, tenant, Guest or invitee of any Owner, the amount so expended by the Board/Association shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot. Owners shall be bound by all such Rules and Regulations promulgated by the Association the same as if specifically included herein and recorded herewith.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege, granted in this Declaration, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days prior written notice.

G. Insurance.

1. The Association shall be required to obtain and maintain adequate blanket property/casualty insurance, comprehensive public liability insurance and flood insurance covering all of the Common Property in an amount as is required by

law or commonly required by prudent institutional mortgage investors. The public liability coverage shall be for at least One Million Dollars (\$ 1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Properties and shall insure the Association, the Board of Directors, or any committee of the Association or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may act as agents or employees of any of the foregoing with respect to the Real Estate or the Development. Such public liability insurance policy shall contain a "separability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

2. The Association may, in the Board's discretion, obtain and maintain the following insurance (a) Fidelity bond coverage and workers' compensation insurance for all directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association under Section X. D., (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses.

4. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section V to cover the additional costs.

H. Condemnation The association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association.

V. ASSESSMENTS

A. Reserve Fund. The Board may establish a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property.

B. Types of Assessments. The Developer, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may claim exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year and shall make available a copy of such proposed budget to each Owner prior to or with the notice to Owners of such annual meeting. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the assessments herein provided, whenever determined. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association (which may also include amounts, if any, for the Reserve Fund as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. Each Owner shall be given written notice of such assessment against Lot and the Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Whenever, whether before or after the Annual Meeting of the Association, there is no Annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay regular Assessments based upon the last approved budget or, at the option of the Board of Directors, based upon one hundred ten per cent (110%) of such last approved budget as a temporary budget. Notwithstanding the foregoing to the contrary (i) prior to January 1, 2002 in no event shall the Annual Assessments for each Lot exceed \$180; and (ii) prior to the date that Developer relinquishes its right to appoint members of the Board as set forth in Article III Paragraph A herein (the "Turnover Date"), Developer shall not pay the Annual Assessments applicable to Lots owned by Developer, but shall pay any deficit incurred in operating the Association. Also, as stated in Article III, Section 2, Lots owned by the Declarant after the Turnover date, are not subject to an Annual Assessment until after a home has been constructed on such Lot.

D. Special Assessments. From time to time, Common Expenses of an unusual, extraordinary or capital nature not included in the budget, or not otherwise anticipated may arise. At such time, unless otherwise provided in this Declaration, the Articles, the By-Laws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot and Dwelling Unit, prorated in equal shares. The Board may levy against any Lot(s) a Special

Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund; provided that any such assessment shall have the assent of two-thirds (2/3's) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. A quorum of at least fifty-one percent (51%) must be present at any such meeting. Without limiting the generality of the foregoing, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repairs or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

F. Remedies.

1. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of a violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

2. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert), or any other party, to any right available to him upon the occurrence, reoccurrence or continuation of such violation or violations of these Restrictions.

3. Late Charge Acceleration. If any Assessment remains unpaid for 10 days, after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of 12% per annum or the highest rate permitted by law, together with an administrative collection charge of \$25.00.

4. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

5. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file, record and foreclose upon a certificate of lien (or similar document) for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate Governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be seized by any officer, authorized agent or Manager of the Association. Upon the recording of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of one year from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is the subject, of pending litigation or is discharged by the Final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

6. Vote on Association Matters: Use of Common Property. If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and the Owner's privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

VI. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements

situated upon the Common Property and all personal property used in connection with the operation of the Common Property; and snow removal from the streets of the subdivision as necessary to supplement the snow removal efforts of the City/County.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing, to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot abutting other Owner's Lots or that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to protect interests/welfare/rights of other Owners and/or the Association, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board shall have the right, but not the obligation, to authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred. Neither the Association nor any of its Board, agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

D. Damage to Common Property By Owner or Occupant. 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, invitees or lessees. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the last Lot in Burton Crossing is transferred to an entity other than Developer, Developer shall have the sole and exclusive right to appoint and remove any and all three members of the Design Review Board at will, unless Developer relinquishes its rights and responsibility for same in writing to the Association. After such time as the Developer relinquishes its responsibility as the Design Review Board, the Board of Directors shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at

a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. The Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the zoning laws and the Zoning Commitments, and the guidelines and standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no fences or removal of decorative fencing, shall be permitted until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration.

B. Original Construction and Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications in the manner and form prescribed from time to time by the Design Review Board, showing the nature, kind, shape, color, size, materials and location of Improvements to the Design Review Board for its approvals. Nothing contained herein shall be construed to limit the right of an Owner to re-model or decorate the interior of his/her residence.

C. Variations. To avoid unnecessary hardship and to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variations from the provisions of Article VIII, provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

D. Duties of Design Review Board. The Design Review Boards shall endeavor to approve or disapprove, in writing, proposed improvements within thirty (30) days after all required information shall have been submitted to it. Failure of the Design Review Board to issue a decision, in writing, within thirty (30) days shall constitute approval.

E. Liability of Design Review Board. Neither the Design Review Board nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specification or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Design Review Board does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

F. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions, the submitted plans and applicable regulations.

VIII. USE RESTRICTIONS.

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests and invitees. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof including reasonable attorney fees and costs, but there shall be no right of reversion or forfeiture resulting from such violation.

A. Use of Lots.

1. Single Family Residential Usage. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single family residential purposes and purposes customarily incidental to a residence.
2. Diligence in Construction. Every building whose construction or placement on any residential Lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
3. Accessory Outbuildings. No accessory outbuildings, except mini barns or storage sheds, shall be erected on any of the residential lots. All mini barns or storage sheds are subject to the restrictions listed in Section (I) below.
4. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.
5. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all Governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and environment of the

Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

C. Noxious, Offensive, or Hazardous Actions or Materials. No noxious or offensive activities shall be carried on, on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development. Nothing shall be done or kept in any Lot or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall, not be construed so as to prohibit the Developer and/or any builder approved by Developer, from construction activities consistent with its residential construction practices.

D. Signs. No signs or advertisements of any character shall be erected, posted or displayed upon the Property, except: (i) signs installed by the Developer while marketing the Lots and residences for sale, (ii) street and identification signs installed by the Association or the Developer.; and (iii) one temporary real estate sign not to exceed six square feet in area, advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. Owners may have usual household pets and such pets shall be kept reasonably confined so as not to become a nuisance. The Board of Directors shall in its sole opinion determine the definition of a nuisance.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, except those home occupations specifically allowed under the applicable zoning laws and statues without the prior written approval of the Board.

H. Storage. No open storage of any kind is permitted.



I. Mini-Barns, Storage Sheds. Mini-barns and Storage sheds MAY be approved, subject to the following conditions:

1. Restricted Lots. No storage shed or mini barn may be built or maintained on any portion of the following lots: 1, 2, 3, 4, 5, 6, 7, 8, 40, 41, 42, 61, 62, 63, 64, 65, 70, 71, 72, 73, 74, 75, 76, 77.

2. Size. The maximum allowed size for any storage shed or mini-barn shall be one hundred fifty (150) square feet.

3. Outside Finish and Roof. Materials used in the construction of any storage shed or mini-barn, including but not limited to all exterior siding, roof materials(shingles), and the like, shall substantially match the exterior color and materials used on the home on the Lot on which the storage shed or mini-barn is to be constructed.

4. Location. No storage shed or mini barn may be built or maintained on any portion of the Real Estate which is a Common Area or an Easement.

5. Prior Approval Required. No construction shall commence on any storage shed or mini barn until said storage shed or mini barn has been approved in advance by the Design Review Board.

J. Hotel/Transient Uses: Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing, and shall be subject to this Declaration.

K. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, vans, campers or mobile homes shall be parked or stored on any Lot (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any light pickup truck which is used as an automobile vehicle by an Owner or a member of an Owner's family.

L. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash, garbage or other refuse of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers. All houses built in the Association shall be equipped with a garbage disposal unit. Any receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

M. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this

restriction shall not apply to satellite dishes with a diameter less than twenty-four inches (24"), erected or installed to minimize visibility from the street which the dwelling fronts.

N. Utility Lines. All utility lines on the Property shall be underground subject to the requirements of relevant governmental authorities and utility companies.

O. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

P. Street Tree. Developer may designate one (1) or more trees as deemed necessary by Developer along the street in front of each Lot. If Developer determines to designate street tree(s) then the Lot Owners agree to such uniform street trees. Each Lot Owner shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

Q. Mailbox. Developer shall designate a uniform design for curbside mailbox, newspaper box, and post, which shall be installed on every Lot. If the mailbox/newspaper box/post is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such structure(s) with another of a like kind, design, pattern and color as the initial mailbox.

R. Yard Lights and Lamp Posts. All yard lights and lampposts shall conform to the standards set forth by the Design Review Board.

S. Fencing. All fencing is subject to the following conditions, commitments, and restrictions:

1. All fencing in Burton Crossing shall be limited to one of the following choices: Wrought iron/aluminum, vinyl, wood shadow box or vinyl clad chain link.

2. Fencing is not allowed to encroach upon front or side yards. Fencing must be placed at the rear foundation of the home.

3. The maximum height for fencing shall be 48 inches above grade, subject to the following exception: Lots situated along the perimeter of Burton Crossing may erect fencing with a maximum height of 72 inches above grade. The following lots are subject to the height exception: 9,10,11,12, 13,14,15,16,47,48,49,50,51,52,53,54,55,56,77,78,79,80,81,82,83,117,118, 119,120,121,122,123,124,125,127,128,129,130,131,132,134,135, and 136.

4. The following lots must maintain a uniform style and height of fencing, as required by Zoning commitment: 1,2,3,4,5,6,7,8,40,41,42,61,62,63,64,71, 72,73,74,75, and 76. The fence styles shall be limited to one of the following choices: Wrought iron/aluminum, vinyl, or vinyl clad chain link. The height shall be limited to no more than 48 inches above grade.

T. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article VIII, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna.

U. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot.

V. Ditches and Swales. It shall be the duty of the Owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the City of Indianapolis, Department of Capital Asset Management, and of the appropriate zoning bodies.

W. Non-Residential Usage. No industry, trade, or other commercial or religious activity, education or otherwise, designed for profit, altruism or otherwise shall be conducted, practiced or permitted on the Real Estate, unless specifically allowed under applicable zoning laws and statutes without the prior written approval of the Board.

X. Compliance with Rules. All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board or its authorized Committees governing the operation, use and enjoyment of the Common Properties.

Y. Lot Maintenance. Each Owner shall keep his Lot in good order, condition, and repair and free of debris, all in a manner and with such frequency as is consistent with good property management.

Z. Compliance with Zoning Commitments. So long as any Zoning Commitments are in effect, no use shall be made of any part of the Real Estate which violates such Commitments, and all Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Real Estate shall at all times fully comply with, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Zoning Commitments which are attached hereto and made a part hereof by reference. These Zoning Commitments may be changed only by the applicable process governing such commitments under the laws of the City of Indianapolis.

CHICAGO TITLE

IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner is hereby granted and shall have a right and easement (in common with all other Owners) of

enjoyment in, over, and upon the Common Property, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to such rules and regulations as the Association shall from time to time promulgate. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate, provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).

D. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local Governmental authorities and the Association (but not to the public in general) to enter upon the Common Property to perform their duties.

X. MISCELLANEOUS

A. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of Developer, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the

enforcement of this Declaration or the Rules. The Owners of any Lot subject to these Restrictions by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restrictions and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer, the Association, the Board of Directors, Design Review Board and other such authorized Committees with respect to these Restrictions and other rules authorized to be promulgated herein, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association, the Board of Directors, Design Review Board and other such authorized Committees, and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements

B. Amendments by Developer. Until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable Governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executions and recording, in the appropriate Governmental office an amendment to this Declaration specifying that such additional property is part of the Property. Such amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property.

C. Amendment by Owners. Except as provided above or otherwise in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

1. Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

2. Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

3. Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting called and held in accordance with the provisions of the By-Laws.

4. Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than a majority in the aggregate of the votes of all Owners. The instrument of amendment must be signed by such majority of Owners and recorded. In the event any Lot or Dwelling Unit 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 of its mortgage interest to the Board of Directors, however, no mortgagee shall have a vote on Association matters.

5. 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 Marion County, Indiana, and such amendment shall not become effective until so recorded

D. Developers Rights to Complete Development. Developer shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association, or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer or require Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer or to construct, alter, remodel, demolish or reface any Improvements on any Common Property or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Developer to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

E. Developer's Rights to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter, or replat any plat or development plan and to amend or obtain a variance of, any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer shall be the subject of any such amendment, alteration or replatting. Each Owner, and Member of

the Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

F. Mortgagees Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and
- (c) any default under this Declaration, which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

G. Indemnification. The Association shall indemnify every officer, trustee, Committee member, Board of Directors member, or Design Review Board member of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer, or trustee, Committee member, Board of Directors member or Design Review Board member. The officers and trustees and other Directors or Committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees and other Directors or Committee members of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or trustees may also be Members of the Association) and the Association shall indemnify and forever hold each such officer and trustee and other Directors or Committee members free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or trustee and other Directors or Committee members, or former officer or trustee and other Directors or Committee members may be entitled.

H. Severability. If any article, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstances provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

I. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit, or describe the scope or intent of the provisions of this Declaration.

J. Notices. Notices to an Owner shall be in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

IN WITNESS WHEREOF, the undersigned has caused this Amended Declaration to be executed the day and year first written above.

"DECLARANT - BURTON CROSSING, LLC

By: Mauri G. Young
Mauri G. Young, Managing Member

State of Indiana)
) SS:
County of Marion)

Before me, a Notary Public, in and for said County and State, personally appeared Mauri G. Young, by me known, and by me known to be the Managing Member of Burton Crossing, LLC, who acknowledged the execution of the foregoing "AMENDED DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR BURTON CROSSING" on behalf of said LLC.

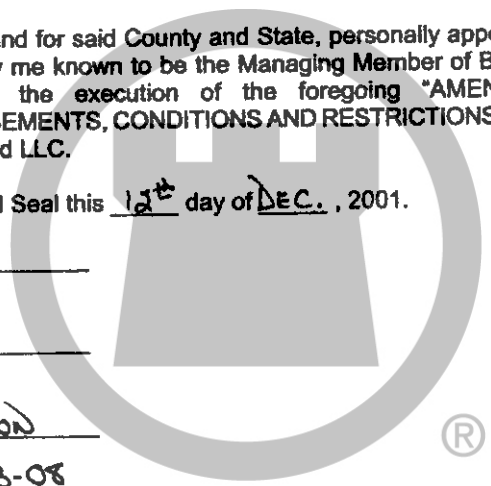
WITNESS my hand and Notarial Seal this 12th day of DEC., 2001.

Susan C. Atchley
Notary Public

SUSAN C. ATCHLEY
(Printed)

County of Residence: MARION

My Commission Expires: 8-3-08



CHICAGO TITLE

This Instrument Prepared By: David A. Retherford, Attorney at Law, 3416 S. Post Road,
Indianapolis, IN - 46239 (317)862-5744



CHICAGO TITLE

Exhibit 'A'

LAND DESCRIPTION

Burton Crossing Section 1

Part of the Southeast and Southwest Quarter of Section 2, Township 14 North, Range 4 East in Marion County, Indiana, described as follows:

Beginning at the Southeast corner of said Southwest Quarter Section; thence South 88 degrees 55 minutes 15 seconds West (assumed bearing) along the South line of said Southwest Quarter Section a distance of 154.71 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 363.40 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 28.99 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 185.00 feet; thence North 38 degrees 23 minutes 59 seconds West a distance of 79.57 feet; thence North 42 degrees 49 minutes 57 seconds East a distance of 209.00 feet to a curve having a radius of 425.00 feet, the radius point of which bears South 42 degrees 49 minutes 57 seconds West; thence southeasterly along said curve an arc distance of 36.11 feet to a point which bears North 47 degrees 42 minutes 01 seconds East from said radius point; thence North 47 degrees 42 minutes 01 seconds East a distance of 102.05 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 86.33 feet; thence North 14 degrees 40 minutes 16 seconds West a distance of 65.12 feet; thence North 08 degrees 54 minutes 02 seconds East a distance of 77.94 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 486.09 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 12.93 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 176.31 feet to the East Line of the West Half of the Southwest Quarter of the said Southeast Quarter Section; thence South 00 degrees 03 minutes 59 seconds East along the said East Line a distance of 1005.33 feet to the South line of the Southeast Quarter of said Section 2; thence South 88 degrees 57 minutes 13 seconds West along said South line a distance of 669.12 feet to the Point of Beginning; containing 18.577 acres, more or less.

CHICAGO TITLE

PAGE 1

Exhibit 'A'

LAND DESCRIPTION BURTON CROSSING SECTION 2A

Part of the Southeast Quarter of Section 2, Township 14 North, Range 4 East in Marion County, Indiana, described as follows:

COMMENCING at the Southwest Corner of said Southeast Quarter Section (Harrison Monument found)(the next five (5) described courses being along the southerly, easterly and northerly lines of Burton Crossing Section 1, a subdivision recorded as instrument number 000197855, dated December 15, 2000, in the office of the recorder of Marion County, Indiana); thence North 88 degrees 57 minutes 13 seconds East (Assumed Bearing) along the South Line thereof a distance of 669.12 feet to the Southeast Corner of the West Half of the Southwest Quarter of the said Southeast Quarter Section; thence North 00 degrees 03 minutes 59 seconds West along the East Line of the West Half of the Southwest Quarter of the said Southeast Quarter Section a distance of 1005.33 feet to the BEGINNING POINT; thence South 90 degrees 00 minutes 00 seconds West a distance of 176.13 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 12.93 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 413.08 feet; thence North 01 degrees 00 minutes 06 seconds West a distance of 15.17 feet; thence North 01 degrees 00 minutes 06 seconds West a distance of 179.34 feet to the North Line of the Southwest Quarter of the said Southeast Quarter Section; thence North 88 degrees 58 minutes 07 seconds East along said North Line a distance of 609.71 feet to the Northeast Corner of the West Half of the Southwest Quarter of said Quarter Quarter Section; thence South 00 degrees 03 minutes 59 seconds East along the East Line of the West Half of the Southwest Quarter of the said Southeast Quarter Section a distance of 335.24 feet to the BEGINNING POINT, containing 4.422 acres, more or less.

LAND DESCRIPTION BURTON CROSSING SECTION 2B

Part of the Southwest Quarter of Section 2, Township 14 North, Range 4 East in Marion County, Indiana, described as follows:

Commencing at the Southeast corner of said Southwest Quarter Section; thence South 88 degrees 55 minutes 15 seconds West (Assumed Bearing) along the South Line of said Burton Crossing Section 1, a subdivision in Marion County, Indiana, the plat of which is recorded as instrument number 000197855 Dated Dec. 15, 2000 in the office of the recorder of Marion County, Indiana, and along the South Line of the said Southwest Quarter Section a distance of 154.71 feet to the BEGINNING POINT (said point being the Southwest Corner of said Burton Crossing Section 1); thence continue South 88 degrees 55 minutes 15 seconds West along the South Line of the said Southwest Quarter Section a distance of 818.08 feet; thence North 00 degrees 02 minutes 35 seconds West, parallel with the West Line of the Southeast Quarter of the said Southwest Quarter Section, a distance of 802.76 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 182.59 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 17.89 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 125.09 feet; thence North 13 degrees 44 minutes 43 seconds East a distance of 61.10 feet; thence South 65 degrees 28 minutes 41 seconds East a distance of 421.96 feet; thence South 38 degrees 23 minutes 59 seconds East a distance of 54.78 feet to the West Line of said Burton Crossing Section 1 (the next four (4) described courses being along the West Line of said Burton Crossing Section 1); thence South 38 degrees 23 minutes 59 seconds East a distance of 79.57 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 185.00 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 28.99 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 363.40 feet to the BEGINNING POINT, containing 13.842 acres, more or less.

PAGE
2

2
KC

Cross Reference Instrument Numbers: 2000-0197858 and 2001-0225002

**FIRST AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS,
EASEMENTS CONDITIONS
AND RESTRICTIONS FOR BURTON CROSSING**

THIS FIRST AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS, EASEMENTS CONDITIONS AND RESTRICTIONS ("Amendment") is made as of the 1st day of May, 2008, by the Burton Crossing Homeowners Association, Inc. ("Association").

- WHEREAS**, the Association is in charge of enforcing and managing the Amended Declaration of Covenants, Easements Conditions and Restrictions for Burton Crossing (the "Covenants") that were duly recorded on December 13, 2001 in the office of the Recorder of Marion County, Indiana as Instrument Number 2001-0225002.
- WHEREAS**, the Association, in conformity with section X, subsection C of the Covenants has declared that the Covenants should be amended as set forth herein. The requirements of Section X, subsection C of the Covenants have been met in providing Notice, Resolution, Meeting, and Adoption of the amendment as set forth herein and it is the Association's intention that this amendment be likewise recorded in accordance with said section.
- WHEREAS**, the Members of Association desire to amend the Covenants to allow the presence of mini barns on certain lots.
- NOW, THEREFORE**, the Covenants are amended as follows:.

Henceforth Section VIII - Use Restrictions, subsection I - Mini-barns, Storage Sheds, enumerated paragraph 1. - Restricted Lots shall read as follows:

1. Restricted Lots. Lots 1, 2, 3, 4, 5, 6, 7, 8, 40, 41, 42, 61, 62, 63, 64, 65, 70, 71, 72, 73, ("Restricted Lots") shall be allowed to have mini-barns with each Restricted Lot having the restrictions as set forth in this Section as well as the restrictions set forth in the Covenants regarding all mini-barns. All mini-barns on Restricted Lots will have a set-back distance within three (3) feet of the house structure and no part of the mini-barn shall be farther than eighteen (18) feet from the house structure. Further, all mini-barns must be no less than one (1) foot from the property line and no part of the mini-barn shall be placed further forward than the apex (mid-point) of the house structure. All mini-barns require a building permit in accordance with local ordinance.

- All other provisions shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be effective the 1st day of May, 2008.

BURTON CROSSING, LLC
By: Marty Mahan
Marty Mahan, President

BURTON CROSSING, LLC
By: Gigi Simmons
Gigi Simmons, Secretary

BILLIE J. CREAUX
 MARION COUNTY RECORDER
 963940 MAY 23 2008
 MARION COUNTY RECORDER
 OFFICE OF THE RECORDER
 FOR TRANSFER

5/23/2008 11:49 Julie Voorhies MARION COUNTY RECORDER RLC 20.50 PAGES: 2
 Inst # 2008-0057450

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Marty Mahan the President of Burton Crossing, LLC, and, being first duly sworn, acknowledged the execution of the foregoing Amendment.

Witness my hand and Notarial Seal this 19th day of May, 2008.

NOTARY PUBLIC
PAULA K. LEWIS
STATE OF INDIANA
HAMILTON COUNTY
COMMISSION EXPIRES 9-27-09

Paula K Lewis
Notary Public

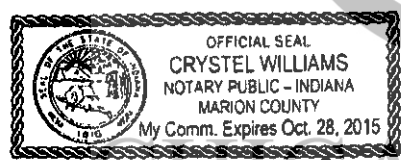
My Commission Expires: 9-27-09

My County of Residence is: Hamilton

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Georgianna Simmons the Secretary of Burton Crossing, LLC, and, being first duly sworn, acknowledged the execution of the foregoing Amendment.

Witness my hand and Notarial Seal this 5 day of MAY, 2008.

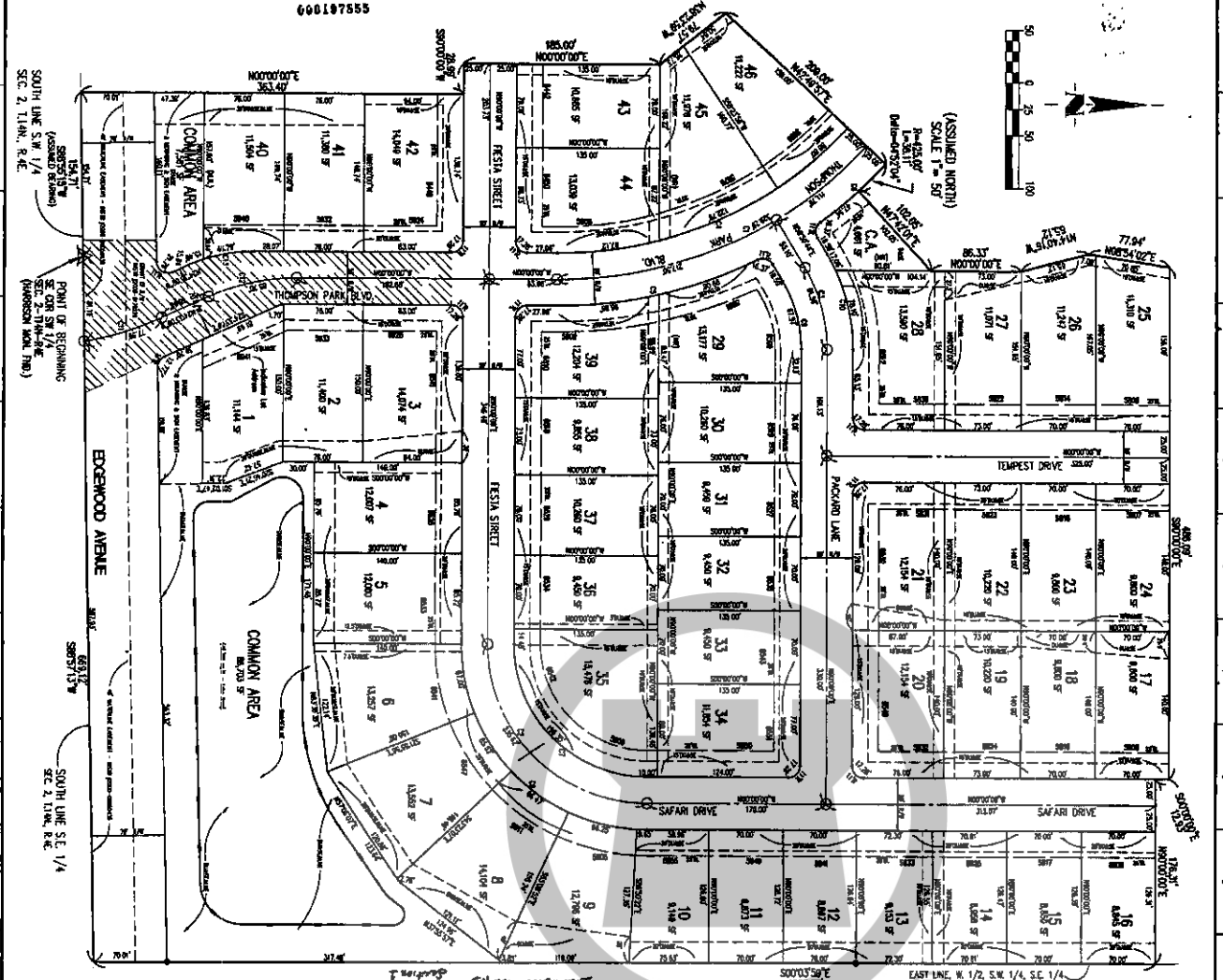


Crystel Williams
Notary Public

My Commission Expires: Oct 28, 2015 My County of Residence is: Marion

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. -- Shokrina Radpour Beering, Esq.

* This instrument prepared by: Shokrina Radpour Beering, Attorney at Law, COHEN & MALAD, LLP, One Indiana Square, Suite 1400, Indianapolis, Indiana, 46204, (317) 636-6481.



BURTON CROSSING

SECTION 1
 PART OF THE SW AND SE 1/4
 SECTION 2-T4N-R4E
 MARION COUNTY, INDIANA
CLUSTER D-2 ZONING
 (REZONE CASE 99-2-190)

THE PARTIAL MAP WAS PREPARED AND REGISTERED IN ACCORDANCE WITH THE SUBDIVISION ACT AS AMENDED BY HOUSE BILL NO. 1205, 1992 AND HOUSE BILL NO. 1280, 1993.

Cluster Option
 Section 1 (Cluster Option)
 Total 46 lots in Sec. 1 - 46
 Number of lots reserved from the number of lots over (15,000 s.f.) - 43
 Total reservation to lot area of the 43 lots - 177,000 sq. ft.
 Total Common Area (Sec. 1) - 26,547 sq. ft.
 Square footage of Common Area greater than 50 feet wide - 26,547 sq. ft.
 % of total Common Area greater than 50 feet wide - 100 %

LEGEND
 1" = 30' GRADE ELEVATION
 1" = 100' DISTANCE
 1" = 100' AREA
 1" = 100' PERIMETER
 1" = 100' CIRCUMFERENCE
 1" = 100' AREA
 1" = 100' PERIMETER

LOT NO.	AREA (S.F.)	PERIMETER (S.F.)	GRADE (ELEVATION)
1	4,500	1,300	1,500
2	4,500	1,300	1,500
3	4,500	1,300	1,500
4	4,500	1,300	1,500
5	4,500	1,300	1,500
6	4,500	1,300	1,500
7	4,500	1,300	1,500
8	4,500	1,300	1,500
9	4,500	1,300	1,500
10	4,500	1,300	1,500
11	4,500	1,300	1,500
12	4,500	1,300	1,500
13	4,500	1,300	1,500
14	4,500	1,300	1,500
15	4,500	1,300	1,500
16	4,500	1,300	1,500
17	4,500	1,300	1,500
18	4,500	1,300	1,500
19	4,500	1,300	1,500
20	4,500	1,300	1,500
21	4,500	1,300	1,500
22	4,500	1,300	1,500
23	4,500	1,300	1,500
24	4,500	1,300	1,500
25	4,500	1,300	1,500
26	4,500	1,300	1,500
27	4,500	1,300	1,500
28	4,500	1,300	1,500
29	4,500	1,300	1,500
30	4,500	1,300	1,500
31	4,500	1,300	1,500
32	4,500	1,300	1,500
33	4,500	1,300	1,500
34	4,500	1,300	1,500
35	4,500	1,300	1,500
36	4,500	1,300	1,500
37	4,500	1,300	1,500
38	4,500	1,300	1,500
39	4,500	1,300	1,500
40	4,500	1,300	1,500
41	4,500	1,300	1,500
42	4,500	1,300	1,500
43	4,500	1,300	1,500
44	4,500	1,300	1,500
45	4,500	1,300	1,500
46	4,500	1,300	1,500

FILED
 DEC 11 2000
 MARION COUNTY, INDIANA

ATTORNEY AT LAW
 JAMES E. SCHNEIDER
 1000 BURTON CROSSING



Final Plat
 12-15-00
 1/1/2001
 000197855

000197855

The Schneider Corporation
 1000 Burton Crossing
 2000-101-048
 1000 Burton Crossing
 2000-101-048
 1000 Burton Crossing
 2000-101-048

Final Plat
 DOCKET NO. 2000-101-048
 12/11/2000
 1/1/2001
 000197855
IPL-1

THIS INSTRUMENT WAS PREPARED BY EDWARD D. GIACOLETTI REGISTERED LAND SURVEYOR-INDIANA #S0560 THE SCHNEIDER CORPORATION HISTORIC FORT HARRISON 8901 OTIS AVENUE INDIANAPOLIS, INDIANA 46216-1037 TELEPHONE (317) 829-7100

BURTON CROSSING

SECTION 1
PART OF THE S.W. AND S.E.1/4
SECTION 2-T14N-R4E
MARION COUNTY, INDIANA
CLUSTER D-2 ZONING
(REZONE CASE 99-Z-190)

000197855

MARTHA A. WYNACKS
152603 DEC 15 8
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

LAND DESCRIPTION

Part of the Southeast and Southwest Quarter of Section 2, Township 14 North, Range 4 East in Marion County, Indiana, described as follows:

Beginning at the Southeast corner of said Southwest Quarter Section; thence South 88 degrees 55 minutes 15 seconds West (assumed bearing) along the South line of said Southwest Quarter Section a distance of 154.71 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 363.40 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 28.99 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 185.00 feet; thence North 38 degrees 23 minutes 59 seconds West a distance of 79.57 feet; thence North 42 degrees 49 minutes 57 seconds East a distance of 209.00 feet to a curve having a radius of 423.00 feet, the radius point of which bears South 42 degrees 49 minutes 57 seconds West; thence southeasterly along said curve an arc distance of 36.11 feet to a point which bears North 47 degrees 42 minutes 01 seconds East from said radius point; thence North 47 degrees 42 minutes 01 seconds East a distance of 102.05 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 86.33 feet; thence North 14 degrees 40 minutes 16 seconds West a distance of 65.12 feet; thence North 08 degrees 54 minutes 02 seconds East a distance of 77.94 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 486.09 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 12.93 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 176.31 feet to the East Line of the West Half of the Southwest Quarter of the said Southeast Quarter Section; thence South 00 degrees 03 minutes 59 seconds East along the said East Line a distance of 1005.33 feet to the South line of the Southeast Quarter of said Section 2; thence South 88 degrees 57 minutes 13 seconds West along said South line a distance of 669.12 feet to the Point of Beginning, containing 18.577 acres, more or less.

THE UNDERSIGNED, BURTON CROSSING, LLC, BY MAURI YOUNG, MANAGING MEMBER, BEING THE OWNER OF THE WITHIN DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THE WITHIN PLAT. THE WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS "BURTON CROSSING SECTION 1", A SUBDIVISION IN MARION COUNTY, FRANKLIN TOWNSHIP, INDIANA.

IN WITNESS WHEREOF, BURTON CROSSING, LLC, BY MAURI YOUNG, MANAGING MEMBER, HAS HERETO CAUSED HIS NAME TO BE SUBSCRIBED, THIS 14TH DAY OF DECEMBER, 2000

BURTON CROSSING, LLC

By: Mauri Young
MAURI YOUNG, MANAGING MEMBER

STATE OF INDIANA }
COUNTY OF MARION } SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED BURTON CROSSING, LLC, BY MAURI YOUNG, MANAGING MEMBER AND ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

NOTARY PUBLIC [Signature]
PRINTED NAME John R. Martin

MY COMMISSION EXPIRES 3-30-2007
COUNTY OF RESIDENCE Hancock

RH OF INDIANA, L.P.

By: [Signature]
JOE HARVEY, ASST. VP

STATE OF INDIANA }
COUNTY OF MARION } SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED RH OF INDIANA, L.P. BY JOE HARVEY, ASST. VP AND ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

NOTARY PUBLIC [Signature]
PRINTED NAME John R. Martin

MY COMMISSION EXPIRES 3-30-2007
COUNTY OF RESIDENCE Hancock

APPROVED THIS 14TH DAY OF DECEMBER, 2000, FRANKLIN TOWNSHIP ASSESSOR [Signature] DRAFTSMAN

FILED
DEC 14 2000
FRANKLIN TOWNSHIP
ASSESSOR

The Schneider Corporation
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, Indiana
46216-1037
317-829-7100 Fax
317-829-7000 Fax
Engineering
Surveying
Landscape Architecture
GIS + LIS
Geology
Formerly Schneider Engineering Corp. / Bohlen, Meyer, Ghose & Assoc.

BURTON CROSSING, LLC
BURTON CROSSING SECTION 1
INDIANAPOLIS, INDIANA

FINAL PLAT
DOCKET NO. 2000-PLT-046

Date: 6/14/00 Project No. 2889.001 Drawn: EDG Approv.:

Computer Files: R:\2000\001\WORKS\DOBASE.DOC Sheet No. PIL-2



[Signature]
EDWARD D. GIACOLETTI
REGISTERED LAND SURVEYOR
INDIANA #S0560

WITNESS MY SIGNATURE THIS 14TH DAY OF DECEMBER, 2000

000197855

RECEIVED FOR RECORD
DEC 15 PM 4:00
MARION COUNTY RECORDS

000197855

000197855

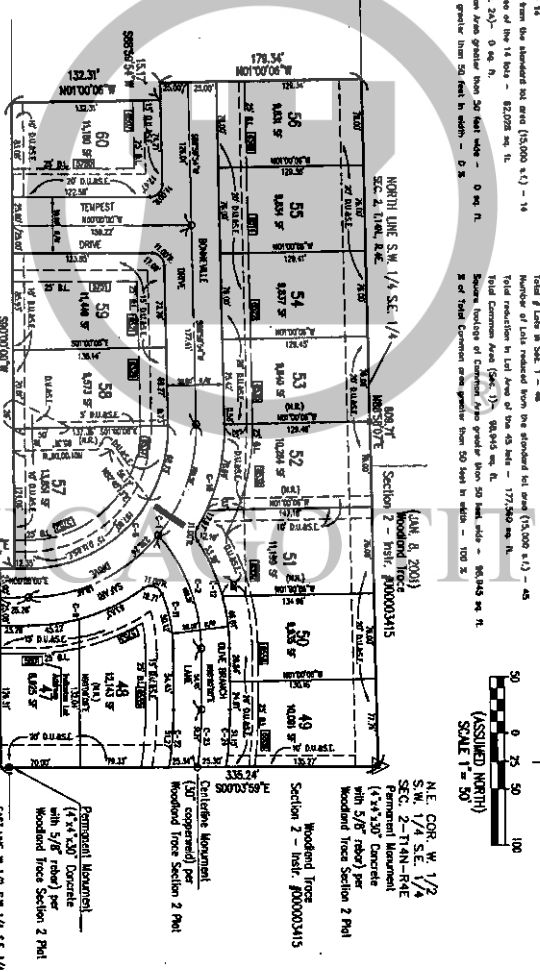
RECORD - 019225003
 019225003
 019225003
 019225003

BURTON CROSSING

SECTION 2A
 PART OF THE SE 1/4
 SECTION 2-114N-R4E
 FRANKLIN TOWNSHIP MARION COUNTY, INDIANA
 CLUSTER D-2 ZONING
 (ZONE CASE 98-7-190 - MODIFICATION OF COMMENTARIES
 AND SITE PLAN, CASE NO. 2001-APP-097, SEPT. 24, 2001)
 Cluster Option

Section 2A (Cluster Option)
 Total of Lots in Sec. 2A - 14
 Number of Lots reduced from the standard lot area (15,000 s.f.) - 14
 Total reduction in lot area of the 14 lots - 82,025 sq. ft.
 Total Common Area (Sec. 2A) - 0 sq. ft.
 Square footage of Common Area greater than 50 feet wide - 0 sq. ft.
 % of Total Common Area greater than 50 feet in width - 0 %

Section 1 (Cluster Option) (For information purposes only)
 Total of Lots in Sec. 1 - 46
 Number of Lots reduced from the standard lot area (15,000 s.f.) - 46
 Total reduction in lot area of the 46 lots - 177,580 sq. ft.
 Total Common Area (Sec. 1) - 88,945 sq. ft.
 Square footage of Common Area greater than 50 feet wide - 88,945 sq. ft.
 % of Total Common Area greater than 50 feet in width - 100 %



1. THE UNDERSIGNED, BERTIN CROSSING, LLC, HAS BEEN DESIGNATED AS THE DEVELOPER OF THE BURTON CROSSING PROJECT, A RESIDENTIAL DEVELOPMENT, LOCATED IN COMPLIANCE WITH THE LANDS OF MARION COUNTY, INDIANA, AND THE ZONING ORDINANCES OF MARION COUNTY, INDIANA. THE BURTON CROSSING PROJECT IS A RESIDENTIAL DEVELOPMENT LOCATED IN COMPLIANCE WITH THE LANDS OF MARION COUNTY, INDIANA, AND THE ZONING ORDINANCES OF MARION COUNTY, INDIANA. THE BURTON CROSSING PROJECT IS A RESIDENTIAL DEVELOPMENT LOCATED IN COMPLIANCE WITH THE LANDS OF MARION COUNTY, INDIANA, AND THE ZONING ORDINANCES OF MARION COUNTY, INDIANA.

2. THE UNDERSIGNED, BERTIN CROSSING, LLC, HAS BEEN DESIGNATED AS THE DEVELOPER OF THE BURTON CROSSING PROJECT, A RESIDENTIAL DEVELOPMENT, LOCATED IN COMPLIANCE WITH THE LANDS OF MARION COUNTY, INDIANA, AND THE ZONING ORDINANCES OF MARION COUNTY, INDIANA. THE BURTON CROSSING PROJECT IS A RESIDENTIAL DEVELOPMENT LOCATED IN COMPLIANCE WITH THE LANDS OF MARION COUNTY, INDIANA, AND THE ZONING ORDINANCES OF MARION COUNTY, INDIANA.

3. THE UNDERSIGNED, BERTIN CROSSING, LLC, HAS BEEN DESIGNATED AS THE DEVELOPER OF THE BURTON CROSSING PROJECT, A RESIDENTIAL DEVELOPMENT, LOCATED IN COMPLIANCE WITH THE LANDS OF MARION COUNTY, INDIANA, AND THE ZONING ORDINANCES OF MARION COUNTY, INDIANA. THE BURTON CROSSING PROJECT IS A RESIDENTIAL DEVELOPMENT LOCATED IN COMPLIANCE WITH THE LANDS OF MARION COUNTY, INDIANA, AND THE ZONING ORDINANCES OF MARION COUNTY, INDIANA.

4. THE UNDERSIGNED, BERTIN CROSSING, LLC, HAS BEEN DESIGNATED AS THE DEVELOPER OF THE BURTON CROSSING PROJECT, A RESIDENTIAL DEVELOPMENT, LOCATED IN COMPLIANCE WITH THE LANDS OF MARION COUNTY, INDIANA, AND THE ZONING ORDINANCES OF MARION COUNTY, INDIANA. THE BURTON CROSSING PROJECT IS A RESIDENTIAL DEVELOPMENT LOCATED IN COMPLIANCE WITH THE LANDS OF MARION COUNTY, INDIANA, AND THE ZONING ORDINANCES OF MARION COUNTY, INDIANA.

FILED
 DEPT. OF PUBLIC SAFETY
 MARION COUNTY, INDIANA

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 TOWNSHIP CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 COUNTY CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 TOWNSHIP CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 COUNTY CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 TOWNSHIP CLERK

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 TOWNSHIP CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 COUNTY CLERK

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 COUNTY CLERK

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 COUNTY CLERK

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 TOWNSHIP CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
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APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 COUNTY CLERK

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 TOWNSHIP CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 COUNTY CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 TOWNSHIP CLERK

OWNER	ACRES	AREA	PERCENT
LOT 49	1.00	13,500	0.09
LOT 50	1.00	13,500	0.09
LOT 51	1.00	13,500	0.09
LOT 52	1.00	13,500	0.09
LOT 53	1.00	13,500	0.09
LOT 54	1.00	13,500	0.09
LOT 55	1.00	13,500	0.09
LOT 56	1.00	13,500	0.09

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 TOWNSHIP CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 COUNTY CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 TOWNSHIP CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 COUNTY CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 TOWNSHIP CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 COUNTY CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 TOWNSHIP CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 COUNTY CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 TOWNSHIP CLERK

APPROVED THIS 12th DAY OF SEPTEMBER, 2001
 COUNTY CLERK

THIS INSTRUMENT WAS PREPARED BY EDWARD D. GIACOLETTI REGISTERED LAND SURVEYOR - INDIANA #50560 THE SCHNEIDER CORPORATION HISTORIC FORT HARRISON 6901 OTIS AVENUE INDIANAPOLIS, INDIANA 46216-1037 TELEPHONE (317) 628-7100

MARION COUNTY RECORDER AUGUST 25, 2003

BURTON CROSSING

SECTION 3 PART OF THE S.W. AND S.E. 1/4 SECTION 2-T14N-R4E MARION COUNTY, INDIANA CLUSTER D-2 ZONING

LAND DESCRIPTION
BURTON CROSSING SECTION 3

2003-0174141

Part of the Southeast and Southwest Quarter of Section 2, Township 14 North, Range 4 East in Marion County, Indiana, described as follows:

COMMENCING at the Southeast Corner of said Southwest Quarter Section (Harrison Monument found); thence South 88 degrees 55 minutes 15 seconds West (Assumed Bearing) along the South Line of Burton Crossing Section 1, a subdivision recorded as instrument number 000197855, dated December 15, 2000, in the office of the recorder of Marion County, Indiana and along the South Line of Burton Crossing Section 2B, a subdivision recorded as instrument number 010225004, dated December 13, 2001, in the office of the recorder of Marion County, Indiana, a distance of 972.79 feet to the Southwest Corner of said Burton Crossing Section 2B (the next eight (8) described courses being along the westerly and northerly lines of said Burton Crossing Section 2B); thence North 00 degrees 02 minutes 35 seconds West a distance of 366.93 feet to the BEGINNING POINT; thence continue North 00 degrees 02 minutes 35 seconds West a distance of 435.83 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 182.59 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 17.89 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 125.09 feet; thence North 13 degrees 44 minutes 43 seconds East a distance of 61.10 feet; thence South 65 degrees 28 minutes 41 seconds East a distance of 421.96 feet; thence South 38 degrees 23 minutes 59 seconds East a distance of 54.78 feet to the West Line of said Burton Crossing Section 1 (the next seven (7) described courses being along the westerly and northerly lines of said Burton Crossing Section 1); thence North 42 degrees 49 minutes 57 seconds East a distance of 209.00 feet to a curve having a radius of 425.00 feet, the radius point of which bears South 42 degrees 49 minutes 57 seconds West; thence Southeast along the said curve an arc distance of 36.11 feet to a point which bears North 47 degrees 42 minutes 01 seconds East from said radius point; thence North 47 degrees 42 minutes 01 seconds East a distance of 102.05 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 86.33 feet; thence North 14 degrees 40 minutes 16 seconds West a distance of 65.12 feet; thence North 08 degrees 54 minutes 02 seconds East a distance of 77.94 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 73.01 feet to the Southwest Corner of Lot Number 60 in Burton Crossing Section 2A, a subdivision in Marion County, Indiana, the plat of which is recorded as instrument number 010225003, dated December 13, 2001 in the office of the recorder of Marion County, Indiana (the next three (3) described courses being along the West Line of said Burton Crossing Section 2A); thence North 01 degrees 00 minutes 06 seconds West a distance of 132.31 feet; thence South 88 degrees 59 minutes 54 seconds West a distance of 15.17 feet; thence North 01 degrees 00 minutes 06 seconds West a distance of 179.34 feet to the North Line of the Southwest Quarter of the said Southeast Quarter Section; thence South 88 degrees 58 minutes 07 seconds West along the North Line of the Southwest Quarter of the said Southeast Quarter Section; thence South 88 degrees 57 minutes 08 seconds West along the North Line of the Southeast Quarter of the said Southwest Quarter Section; thence South 00 degrees 02 minutes 35 seconds East along the West Line of the Southeast Quarter of the said Southwest Quarter Section a distance of 824.36 feet; thence North 88 degrees 57 minutes 08 seconds East, parallel with the North Line of the Southeast Quarter of the said Southwest Quarter Section, a distance of 145.00 feet; thence South 00 degrees 02 minutes 35 seconds East, parallel with the said West Line, a distance of 100.00 feet; thence North 88 degrees 57 minutes 08 seconds East, parallel with the said North Line, a distance of 25.00 feet; thence North 88 degrees 57 minutes 08 seconds East, parallel with the said North Line, a distance of 125.00 feet to the BEGINNING POINT, containing 21.403 acres, more or less.

THIS SUBDIVISION CONSISTS OF 45 LOTS, NUMBERED 92 THROUGH 136 AND COMMON AREAS "A" AND "B" TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

THE SIZE OF LOTS AND COMMON AREAS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 2001-0057127 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF THE LANDS SURVEYED WITHIN THE CROSS REFERENCED SURVEY PLAT AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCE SURVEY ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION. I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLANNED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE THIS 20th DAY OF August, 2003

Edward D. Giacoletti
EDWARD D. GIACOLETTI
REGISTERED LAND SURVEYOR
INDIANA #50560



THE UNDERSIGNED, BURTON CROSSING, LLC, BY DAVID BAIRD, MEMBER, BEING THE OWNER OF THE WITHIN DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS, COMMON AREAS AND STREETS IN ACCORDANCE WITH THE WITHIN PLAT. THE WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS "BURTON CROSSING SECTION 3", A SUBDIVISION IN MARION COUNTY, FRANKLIN TOWNSHIP, INDIANA.

IN WITNESS WHEREOF, BURTON CROSSING, LLC, BY DAVID J. BAIRD, MEMBER, HAS HEREUNTO CAUSED HIS NAME TO BE SUBSCRIBED, THIS _____ DAY OF _____

BURTON CROSSING, LLC

BY: _____
PRINTED NAME: DAVID J. BAIRD, MEMBER

STATE OF INDIANA)
COUNTY OF _____) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED BURTON CROSSING, LLC, BY DAVID J. BAIRD, MEMBER, AND ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

NOTARY PUBLIC _____
PRINTED NAME _____

MY COMMISSION EXPIRES _____
COUNTY OF RESIDENCE _____

SITE OBSTRUCTION: NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND NINE (9) FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF SAID STREET RIGHT-OF-WAY LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET RIGHT-OF-WAY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN TEN (10) FEET OF THE INTERSECTIONS OF A STREET RIGHT-OF-WAY LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT OR ALLEY LINE. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.


IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE DRAINAGE PLAN AS APPROVED FOR THIS PLAT BY THE CITY OF INDIANAPOLIS, DEPARTMENT OF PUBLIC WORKS AND THE REQUIREMENTS OF ALL DRAINAGE PERMITS FOR THIS PLAT ISSUED BY SAID DEPT.

IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE SANITARY SEWER CONSTRUCTION APPROVED BY THE CITY OF INDIANAPOLIS, DEPARTMENT OF PUBLIC WORKS AND THE REQUIREMENTS OF ALL SANITARY SEWER CONSTRUCTION PERMITS FOR THIS PLAT ISSUED BY SAID DEPARTMENT. OWNER FURTHER COVENANTS THAT NO BUILDING, STRUCTURE, TREE OR OTHER OBSTRUCTION SHALL BE ERECTED, MAINTAINED, OR ALLOWED TO CONTINUE ON THE PORTION OF THE OWNERS' REAL ESTATE IN WHICH THE EASEMENT AND RIGHT-OF-WAY IS GRANTED WITHOUT EXPRESS WRITTEN PERMISSION FROM THE DEPARTMENT. SUCH PERMISSION, WHEN DULY RECORDED, SHALL RUN WITH THE REAL ESTATE. THE DEPARTMENT, AND ITS AGENTS, SHALL HAVE THE RIGHT TO INGRESS AND EGRESS, FOR TEMPORARY PERIODS ONLY, OVER THE OWNERS' REAL ESTATE ADJOINING SAID EASEMENT AND RIGHT-OF-WAY, WHEN NECESSARY TO CONSTRUCT, REPAIR OR MAINTAIN SANITARY SEWER FACILITIES.

METROPOLITAN DEVELOPMENT COMMISSION: THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT, POWER OR AUTHORITY TO ENFORCE ANY COVENANTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED HEREIN OTHER THAN THOSE COVENANTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION. PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISION OF THE SUBDIVISION CONTROL ORDINANCE, 58-40-13, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE.

MARION COUNTY RECORDER
AUGUST 25, 2003

2003-0174141



The Schneider Corporation

Historic Fort Harrison
6901 Otis Avenue
Indianapolis, Indiana
46216-1037
317-628-7100 Fax
317-628-7000 Fax

Engineering
Surveying
Landscape Architecture
GIS - LIS
Geology

Formerly Schneider Engineering Corp. / Hobbs, Meyer, Gibson & Assoc.

BURTON CROSSING, LLC
BURTON CROSSING SECTION 3
INDIANAPOLIS, INDIANA

FINAL PLAT
DOCKET NO. 2001-PLT-024

Date 9/12/01	Project No. 2889.003	Drawn EDG	Apprv.
Computer Files R:\2K\2009\003\2889\003B5		Sheet No. IP-2	