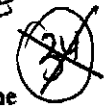
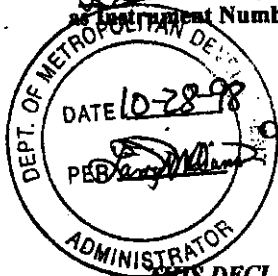


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CROSS-REFERENCE: Declaration of Covenants and Restrictions for Hawthornes at the Crossing recorded with the Recorder of Marion County, Indiana as Instrument Number 950025819 and Supplement thereto recorded with the Recorder of Marion County, Indiana as Instrument Number 950041848.



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HAWTHORNES AT THE CROSSING

FILED OCT 28 1998 PIKE TOWNSHIP ASSESSOR

DATE 10-28-98 PER [Signature] ADMINISTRATOR THIS DECLARATION, made on the 9 day of October, 1998, by DONALD LAMBERT AND DOROTHY LAMBERT, (hereafter collectively "Declarant"), and CURTIS HALVORSON (hereafter "Halvorson") and DANNYL SHIPP and ESTHER E. SHIPP (hereafter collectively the "Shipp").

WITNESSETH:

WHEREAS, there is certain real estate, located in Marion County, Indiana, which is more particularly described in Exhibit "A" (hereafter "Real Estate") attached hereto and by this reference made a part hereof, upon which Declarant intends to develop a residential subdivision known as Hawthornes at the Crossing.

WHEREAS, the Real Estate has been platted into (i) the Final Plat for Hawthornes at the Crossing, Section 1, which plat was recorded with the Recorder of Marion County, Indiana, on March 7, 1995 as Instrument Number 950025820 (hereafter "Section One Plat") and (ii) the Final Plat for Hawthornes at the Crossing, Section 2, which plat was recorded with the Recorder of Marion County, Indiana, on March 7, 1995 as Instrument Number 950025821 (hereafter "Section Two Plat");

WHEREAS, Halvorson is the owner of Lot Number 26 as designated in Section One Plat, the Shipp's are the owners of Lot Number 51 as designated in the Section Two Plat, and the Declarant is the owner of all other lots in the Section One Plat and the Section Two Plat;

WHEREAS, in connection with the Real Estate, the Section One Plat and the Section Two Plat, a Declaration of Covenants and Restrictions for Hawthornes at the Crossing was previously recorded with the Recorder of Marion County, Indiana as Instrument Number 950025819 and Supplement thereto recorded with the Recorder of Marion County, Indiana as Instrument Number 950041848 (hereafter collectively "Existing Covenants"), and the Declarant, Halvorson and Shipp's hereby release the Existing Covenants, and declare that the Existing Covenants are null and void and are hereby replaced and superseded by this Declaration.

WHEREAS, Declarant may later decide to annex to this Declaration the real estate more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "B" (hereafter "Additional Real Estate").

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50632 OCT 28 98 JOHN R. VON ARX MARION COUNTY ASSESSOR

WHEREAS, Declarant desires to subdivide and develop the Real Estate and may in the future desire to subdivide and develop such portions (or all) of the Additional Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided;

WHEREAS, the term "Property" shall hereafter mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time been subjected to and at anytime subject to this Declaration.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as defined in Article II below) in the Property, as they are held and shall be held, conveyed, hypothecate, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. The restrictions shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its respective successors entitled to the Property or any part or parts thereof.

The Declarant, Halvorson and Shipps hereby release the Existing Covenants, and declare that the Existing Covenants are null and void and are hereby replaced and superseded by this Declaration.

As of the date of execution hereof, the Property consists solely of the Real Estate. The Owner of any Lots subject to these restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot or (ii) the active occupancy of any Lot, shall accept such deed, execute such contract and/or actively occupy such Lot subject to each restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or actively occupying such Lot, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to these restrictions and also for itself, its heirs, personal representatives, successors, and assigns covenants and agrees and consents to and with Declarant, the Association, and the Owners of each of the Lots hereby affected to keep, observe, and comply with the terms and conditions hereof.

Declarant shall have, and hereby reserves the right, at any time, and from time to time, at any time prior to the expiration of the Development Period, to add to the Property and subject to this declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this declaration and all rights, obligations, and privileges herein, when Declarant places of record in Marion County, Indiana an instrument so declaring the same to be part of the Property, which supplementary declaration (hereafter "Supplementary Declaration") may be as part of a subdivision plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Declaration. Such Supplementary Declaration may contain modifications hereto and additional terms, conditions, restrictions, maintenance obligations, and assessments as may be

necessary to reflect the different character, if any, of the added Dwelling Units or Additional Real Estate.

Upon recording of any such instrument on or before the expiration of the Development Period, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Lots within the Property. No single exercise of Declarant's right and option to add and expand the Property as to any part or parts of the Additional Real Estate, shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Development Period. Such expansion of the Property is entirely at the discretion of the Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

ARTICLE I

Name

The subdivision of the Property created by this Declaration shall be known and designated as **Hawthornes at the Crossing**, a subdivision located in Marion County, Indiana.

ARTICLE II

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.2 "Association" means the **HAWTHORNES AT THE CROSSING HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation, its successors and assigns.

Section 2.3 "Board of Directors" means the Board of Directors of the Association.

Section 2.4 "Builder" means a person or entity engaged in and responsible for the original construction of a residence on a Lot.

Section 2.5 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), (2) Lake Area, as defined below, and (3) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", "Common Area", "C.A.", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. The Common Area to be conveyed to the Association at the time of conveyance of the first Lot to an Owner is described in the Plat (as hereinafter defined).

Section 2.6 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

Section 2.7 "Declarant" means *DONALD LAMBERT and DOROTHY LAMBERT* and their successors and assigns.

Section 2.8 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Property. The Development Period shall recommence each time the Declarant acquires any part (or all) of the Additional Property.

Section 2.9 "Dwelling Unit" means any single-family residence situated upon a Lot (as hereafter defined).

Section 2.10 "Lake Area(s)" means any Common Area on which a lake now exists or is later constructed by Declarant and "Lake" means a body of water which now exists or is later constructed by Declarant in a Lake Area.

Section 2.11 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.12 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.13 "Plat" means the subdivision plats of the Property, which are recorded with the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented pursuant to this Declaration.

ARTICLE III

Property Rights, Easements and Encroachments

Section 3.1 Owners' Easements of Enjoyment of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and to any Common Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;

(b) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, by any Owner (i) for any period during which any assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing, (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association;

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(e) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(f) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the membership of each class of members of the Association; and

(h) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented.

Section 3.2 Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.3 Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 3.4 General Drainage, Utility, Sewer and Other Development Easement - The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to further alter or grant easements shall

automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, a general easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Dwelling Unit constructed on the Property. Any Drainage, Utility, Sewer and other Development Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area (s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all

such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Marion County, Indiana.

(e) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

Section 3.5 Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.6 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on any Plat as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the Association for the common enjoyment of all residents in Hawthornes at the Crossing.

Section 3.7 Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof, which are hereby reserved to the appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in this subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water and which are

approved pursuant to Section 6.2 below, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the Association and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

Section 3.8 Designated Mounding, Landscaping, and Screening and Sign Easements. Any strips of grounds shown or designated on the Plat for (i) mounding easements, (ii) landscape or landscape maintenance easements, and/or (iii) sign easements, are hereby reserved for such (i) mounding easements, (ii) landscape easements and/or landscape maintenance easements and/or (iii) sign easements. Declarant hereby reserves unto itself during the Development Period, and, thereafter, unto the Association, any such easements for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property or, (ii) installing landscaping, mounding, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat as landscaping, mounding, and sign easements. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement, and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant.

Section 3.9 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

Section 3.10 Easement Work. Notwithstanding any architectural approval under Section 6.2 below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever planted, to any owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.7 and Section 3.8 above.

Section 3.11 No Access. There may be strips of ground designated on the Plat as "no access strips", "no access", "no access easement", "no access esmt", or by other similar language. Vehicular ingress, egress, and traveling and/or the construction of improvements for such ingress, egress and/or traveling, is prohibited on, over, or across any such strips or areas.

Section 3.12 Reservation of Right to Grant Easement. The Declarant hereby reserves the right, in its discretion, to (i) grant easements upon, under, over and across the Property for the benefit of land which is adjacent to the Property and/or (ii) to obtain, for the benefit of the Property, easements upon, under, over and across the real estate which is adjacent to the Property.

ARTICLE IV

Association Membership, Voting Rights Board of Directors and Professional Management

Section 4.1 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; or, (b) December 31, 2005.

Section 4.3 Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 4.4 Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

ARTICLE V

Covenant for Maintenance Assessments

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and
- (b) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 5.2 Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 5.3 Maximum Regular Yearly Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be \$200.00 per Lot per year.

(b) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than 10% above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership.

(c) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than 10% above the maximum Regular Yearly Assessment for the previous year, by a vote of two-thirds (2/3) of the votes entitled to be cast by members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Yearly Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 5.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes entitled to be cast by those members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5 Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total number of votes entitled to be cast (Class A and Class B votes combined) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the

required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots, except that Declarant and any individual or entity purchasing a Lot or Lots solely for the purpose of construction of a for-sale Dwelling Unit thereon (a "Builder") shall pay only twenty-five percent (25%) of the Regular Yearly Assessments and Special Assessments so long as any Dwelling Unit constructed upon a Lot by Declarant or Builder has not been conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or entity for use as a residence.

Section 5.7 Date of Commencement of Yearly Assessments: Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded Plat on the first day of the first month following the recording of such Plat. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8 Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs and attorney's fees of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area owned by the Association or abandonment of his Lot.

Section 5.9 Subordination of the Lien to Mortgages: Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VI

Use, Restrictions, and Architectural Control

Section 6.1 Lot Use and Conveyance. All Lots shall be used exclusively for single family detached residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

Section 6.2 Architectural Control. No building, outbuilding, mailbox, fence, satellite dish, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, until the end of the Development Period, and thereafter by the Board of Directors of the Association. After the Development Period, the Board of Directors may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided. However, there shall be no such approval of the planting of hedges, walls, fences, structures and/or other improvements prohibited under Section 3.8 above, and any such approval shall be null and void. In the event that

written approval is not received as required hereunder within thirty (30) days after complete plans and specifications have been submitted, then the request for approval shall be deemed denied.

Section 6.3 Leasing. Any Lot may be leased by its Owner.

Section 6.4 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, on any Lot, or in any Dwelling Unit, except that no more than a total of two (2) dogs, cats, or other normal household pets may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose.

Section 6.5 Outside Storage. All clotheslines, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers.

Section 6.6 Setback Lines. Front Building lines are hereby established as shown on the Plat. Between such Front Building lines and the right-of-way lines there shall be erected, placed or altered no structure or part thereof, except fences in keeping with architectural style as specifically approved by the Declarant until the end of the Development Period, and thereafter by the Association Board of Directors or Architectural Review Committee; provided, however, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

Section 6.7 Side Setbacks. The minimum side yard and minimum rear yard requirements shall be those established by the applicable zoning and subdivision control ordinances.

Section 6.8 Temporary Structures and Outbuildings. No structure of a temporary character, tent, shack, basement, garage, barn or other out-building shall be erected, placed, or altered upon any Lot for use as a residence either temporarily or permanently, or at any time be used for such purpose.

Section 6.9 Motor Vehicle Repair. The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed per the terms of the Declaration.

Section 6.10 Nuisances. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any Lot by this Declaration, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

Section 6.11 Permitted Uses. No use shall be made of any Lot except as permitted by the applicable zoning and subdivision control ordinances under which this Property is developed.

Section 6.12 Drains. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

Section 6.13 Number of Dwelling Units. The number of Dwelling Units shall not exceed the number of Lots within the Property.

Section 6.14 Residential Use. Lots may be used only for residential purposes and only for one single-family dwelling, a private garage, and other such outbuildings as are usual and incidental to the use of a residential lot. All lots in this subdivision shall be designated as residential Lots, and no home shall exceed two and one half (2-1/2) stories or thirty-five (35) feet in height.

Section 6.15 Size. Subject to any further restrictions imposed by any recorded commitment, every single-family dwelling erected, placed, altered or maintained on any Lot within shall have a minimum living area, exclusive of open porches, unfinished basements and attached garages, of not less than what is required by the applicable zoning and subdivision control ordinances.

Section 6.16 Unsightly Growth. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the Association to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Property for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys fees and costs of collection.

Section 6.17 Site Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet 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 lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sightline limitations shall apply to any Lot within ten (10) feet from the intersection of a street 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 line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

Section 6.18 Semi-tractor trucks, trailers, etc. No semi-tractor trucks, semi-trucks, semi-tractor trailers, boats, campers, mobile homes, disabled vehicles, and/or trailers shall be permitted to park on the Property or a Lot unless fully enclosed in a garage, or unless the same is necessary and incident to the Declarant's, builder's or Association's business on the Property.

Section 6.19 Sign Limitations. No sign of any kind, other than those installed by Declarant, the Association, or a Builder, may be displayed to public view on any Lot, except that one sign with an area of not more than six (6) feet may be displayed with the purpose of advertising the Lot for sale.

Section 6.20 Lakes, Lake Area(s). Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

Section 6.21 Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners, at the Owner's last known address, prior to the time when the same shall become effective. The Association shall have current copies of the Declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.

Section 6.22 Development and Sale Period. Nothing contained in this Article 6 shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Section 6.23 Outside Use of Lots. Except in an individual patio area appurtenant to a Dwelling Unit, no planting or gardening shall be done, and no fences, hedges, walls or other improvements shall be erected or maintained upon the Property except such as installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors. Above ground swimming pools are prohibited on the Property.

Section 6.24 Mailboxes. All mailboxes installed upon Lots shall be uniform and shall be of a type, color and manufacture approved by the Declarant during the Development Period and, thereafter, by the Board of Directors of the Association.

Section 6.25. Yard Lights. The builder on each Lot shall supply and install a yard light in operable condition on such Lot at a location, having a height and of a type, style and manufacture approved by the Declarant during the Development Period and, thereafter, by the Board of Directors of the Association. Each such light fixture shall also have a bulb of sufficient wattage to insure uniform illumination on each Lot and shall be equipped with a photo-electric cell or similar device to insure automatic illumination from dusk to dawn each day. The yard light thereafter shall be maintained in proper working order by the Owner of each Lot.

ARTICLE VII

Maintenance, Repairs and Replacements

Section 7.1 By Owners. Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association. Such maintenance and repairs include, but are not limited to, all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

Section 7.2 Common Properties and Lawns by the Association.

(a) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, treating any Lakes, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area.

(ii) Maintenance of the entry signs, permanent subdivision identification sign, and landscaping installed by the Declarant in any Common Area, Landscape Easement, or Landscape Maintenance Easement.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only) as it deems necessary.

(b) Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

(c) The authorized representatives of the Association, the Board of Directors and the Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be required in connection with maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance only, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

ARTICLE VIII

Insurance

Section 8.1 Liability Insurance. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Associations, public ways and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 8.2 Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal one (1) years' assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be canceled or substantially modified for any reason.

Section 8.3 Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

Section 8.4 Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 8.5 Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

Section 8.6 Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct

damage shall not constitute a waiver of any rights against any Owner for committing willful or malicious damage.

ARTICLE IX

Mortgages

Section 9.1 Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 9.2 Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

Section 9.3 Condemnation and Insurance Awards. No provisions of this Declaration, or any amendment thereto, shall give an Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

Section 9.4 Right of First Refusal. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit. Any right of "right of first refusal" subsequently granted to the Association through amendment of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Properties must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added in the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property must not impair the rights of a first mortgagee to:

(a) Foreclose or take title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage;

(b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor;
or

(c) Sell or lease a unit acquired by the mortgagee.

Section 9.5 Unpaid Dues or Charges. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition of the title to the Dwelling Unit by the mortgagee.

ARTICLE X

General Provisions

Section 10.1 Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 10.2 Severability and Waiver. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 10.3 Amendment. During the first-twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, approved and signed by at least ninety percent (90%) of the then Owners, and thereafter by an instrument signed by at least seventy-five percent (75%) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited below, this Declaration may also be amended by Declarant, if it then has any ownership

interest in the Property, at any time within four (4) years after the recordation hereof. Any amendment must be recorded. Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of two-thirds (2/3) of the Owners of Lots (excluding Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer in the meaning of this clause;

(b) Change the method of determining the obligations, assessments, dues or other charges that may be levied per the terms hereof;

(c) By act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of the Common Area owned by the Association, party walks, common fences and driveways, and the upkeep of lawns and plantings in the Property;

(d) Fail to maintain fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount at least 100 percent of the insurable value (based on current replacement costs);

(e) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

(f) Change the voting rights, assessments, assessment liens or subordination of assessment liens, except as provided for in this Declaration;

(g) Change the manner in which reserves for maintenance, repair and replacement of Common Areas have been set up and previously maintained by the Association;

(h) Change the rights to the use of the Common Area owned by the Association, except as provided for in this Declaration;

(i) Any change concerning convertibility of Dwelling Units into Common Area owned by the Association or vice versa, except as provided for in this Declaration;

(j) Any change in requirements for insurance or fidelity bonds set forth in this Declaration,;

(k) Any change in the manner in which units may be leased except as set forth in this Declaration;

(l) Any imposition of any restriction on a Dwelling Unit Owner's right to sell or transfer his or her Dwelling Unit;

(m) Restoration and repair of the Common Area (after a hazard damage or partial condemnation) in a manner other than specified in the Declaration;

(n) Any action to terminate the legal status of the development after substantial destruction or condemnation occurs;

(o) Any provision that expressly benefits mortgage holders, insurers or guarantors; or

(p) Any termination of legal status of the development for reasons other than substantial destruction or condemnation of the Property.

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of such ten-year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 10.4 HUD Amendment Approval. All other provisions of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property notwithstanding, so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development:

(a) Annexation of additional properties other than the Additional Real Estate;

(b) Dedication of Common Area; and

(c) Amendment of the Declaration of Covenants, Conditions and Restrictions.

Section 10.5 Assignment. Declarant may assign or otherwise transfer any and all of its rights as Declarant in whole or in part.

Section 10.6 Condemnation, Destruction or Liquidation. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area owned by the Association, or from the termination of the development. Each

Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of this development shall be made on a reasonable and an equitable basis.

IN WITNESS WHEREOF, DONALD LAMBERT, DOROTHY LAMBERT, CURTIS HALVORSON, and DANNY L. SHIPP have caused this Declaration to be executed as of the date first written above.

Donald Lambert
DONALD LAMBERT

Dorothy Lambert
DOROTHY LAMBERT

Curtis Halvorson
CURTIS HALVORSON

Danny L. Shipp
DANNY L. SHIPP

Esther E. Shipp
ESTHER E. SHIPP

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared *Donald Lambert*, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing.

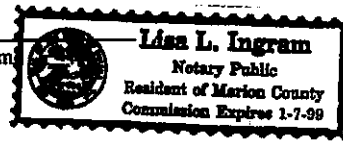
Witness my hand and Notarial Seal this 13 day of October, 1998.

My Commission Expires:

Residing in _____ County

Lisa L. Ingram
Notary Public

Printed Name



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared *Dorothy Lambert*, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing.

Witness my hand and Notarial Seal this 13 day of October, 1998.

My Commission Expires:
Residing in _____ County

[Signature]
Notary Public



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared *Curtis Halvorson*, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing.

Witness my hand and Notarial Seal this 5 day of oct., 1998.

My Commission Expires:
10-14-98
Residing in Harrison County

[Signature]
Notary Public
Richard A. Gole
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared *Danny L. Shipp*, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing.

Witness my hand and Notarial Seal this 9th day of October, 1998.

My Commission Expires:
JANUARY 11, 2008
Residing in MARION County

[Signature]
Notary Public
DAVID L. WALSH
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared *Esther E. Shipp*, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing.

Witness my hand and Notarial Seal this 9th day of October, 1998.

My Commission Expires:
January 11, 2008

Residing in MARION County



Notary Public

DAVID L. WALSH

Printed Name

Prepared By: Charles D. Frankenberger
NELSON & FRANKENBERGER
3021 East 98th Street
Suite 220
Indianapolis, Indiana 46280
(317) 844-0106

Exhibit "A"

A part of the Northwest Quarter of Section 16, Township 17 North, Range 2 East, Pike Township, Marion County, Indiana, being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of Section 16, Township 17 North, Range 2 East, Pike Township, Marion County, Indiana; thence North 00 degrees 35 minutes 39 seconds West on the west line of said northwest quarter a distance of 148.75 feet to the easterly right-of-way of U.S. Highway 52 as the same was located and improved on January 28, 1947 and shown on Sheet 9 of 21 of the plans for Indiana State Highway Commission Federal Aid Project No. 40, Sec. A2, dated (1936), said point also being on a curve concave southwesterly and having a radius of 1969.86 feet; thence southeasterly on said curve and on said easterly right-of-way of U.S. 52 a distance of 231.26 feet, said point also being the point of beginning of the herein described tract; thence North 18 degrees 13 minutes 53 seconds East a distance of 40.88 feet to a cut cross, said point also being on the centerline of Old Lafayette Road (as located prior to the year 1934 and evidenced by the physical centerline of the concrete pavement as existed September, 1980) and on the easterly line of the Real Estate described in Instrument No. 81-14727 in the Office of the Recorder of Marion County; thence following the three courses on the easterly line of the Real Estate: (1) continuing North 16 degrees 13 minutes 53 seconds East 147.40 feet; (2) North 58 degrees 54 minutes 24 seconds East 90.90 feet; (3) North 00 degrees 13 minutes 51 seconds East 177.96 feet to the southwest corner of the Real Estate described in Instrument No. 85-19369; thence North 89 degrees 11 minutes 16 seconds East on the south line of said Real Estate a distance of 139.36 feet; thence North 00 degrees 75 minutes 51 seconds West on the east line of said Real Estate a distance of 219.10 feet to a northwesterly corner of the Real Estate described in Instrument No. 92-18671; thence North 88 degrees 57 minutes 07 seconds East on the North line of said Real Estate and the prolongation thereof a distance of 606.53 feet to the West line of the East Half of said Northwest Quarter; thence North 00 degrees 17 minutes 49 seconds West on the West line of said East Half a distance of 176.43 feet to a point which bears South 00 degrees 17 minutes 49 seconds East 1444.75 feet from the Northwest corner of the East Half of said Northwest Quarter; thence North 89 degrees 42 minutes 11 seconds East a distance of 332.23 feet; thence South 31 degrees 50 minutes 17 seconds East a distance of 240.14 feet; thence North 58 degrees 09 minutes 43 seconds East a distance of 6.00 feet; thence South 31 degrees 50 minutes 17 seconds East a distance of 178.46 feet; thence South 74 degrees 42 minutes 50 seconds East a distance of 101.89 feet; thence South 25 degrees 33 minutes 12 seconds West a distance of 15.81 feet; thence South 09 degrees 16 minutes 05 seconds East a distance of 12.78 feet; thence South 39 degrees 06 minutes 02 seconds East a distance of 93.32 feet; thence South 47 degrees 21 minutes 29 seconds East a distance of 18.74 feet; thence South 38 degrees 13 minutes 02 seconds East a distance of 62.05 feet; thence South 16 degrees 11 minutes 11 seconds East a distance of 63.76 feet; thence South 00 degrees 23 minutes 56 seconds West a distance of 33.10 feet; thence South 26 degrees 28 minutes 47 seconds West a distance of 93.33 feet; thence South 48 degrees 04 minutes 36 seconds West a distance of 48.05 feet; thence South 81 degrees 59 minutes 16 seconds West a distance of 80.94 feet; thence South 70 degrees 40 minutes 35 seconds West a distance of 67.71 feet; thence North 79 degrees 14 minutes 37 seconds West a distance of 83.93 feet; thence North 52 degrees 47 minutes 09 seconds West a distance of 66.64 feet; thence North 45 degrees 58 minutes 25 seconds West a distance of 32.38 feet; thence North 39 degrees 14 minutes 49 seconds West a distance of 45.65 feet; thence North 62 degrees 08 minutes 01 seconds West a distance of 31.32 feet; thence South 75 degrees 43 minutes 06 seconds West a distance of 27.33 feet; thence South 46 degrees 58 minutes 40 seconds West a distance of 39.03 feet; thence South 11

Exhibit "A", cont.

degrees 32 minutes 47 seconds West a distance of 84.51 feet; thence South 70 degrees 29 minutes 04 seconds West a distance of 283.72 feet; thence South 88 degrees 59 minutes 15 seconds West a distance of 115.00 feet; thence South 01 degrees 00 minutes 45 seconds East a distance of 14.75 feet; thence South 88 degrees 59 minutes 15 seconds West a distance of 270.00 feet to a point on the prolongation of the easterly line of the Real Estate described in Instrument No. 84-19113; thence North 01 degrees 00 minutes 45 seconds West on said easterly line a distance of 70.92 feet to the south line of the Real Estate described in Instrument No. 82-19671; thence continuing North 01 degrees 00 minutes 45 seconds West on said easterly line a distance of 50.00 feet; thence South 88 degrees 57 minutes 05 seconds West parallel with said south line and the prolongation thereof a distance of 553.33 feet, said line also being parallel with the North line of said Northwest Quarter; thence South 47 degrees 00 minutes 36 seconds West a distance of 69.83 feet; thence South 15 degrees 24 minutes 35 seconds West a distance of 199.13 feet to a point in the centerline of Old Lafayette Road; thence continuing South 15 degrees 24 minutes 35 seconds West a distance of 74.24 feet to a point on the easterly right-of-way line of U.S. 57, said point also being on a non-tangent curve concave southwesterly and having a radius of 1949.86 feet; thence northwesterly on said curve a distance of 110.71 feet to the point of beginning; Containing 23.67 acres of land, more or less.

Exhibit "A", cont.

A part of the Northwest Quarter and a part of the Southwest Quarter of Section 16, Township 17 North, Range 2 East of the Second Principal Meridian, Pike Township, Marion County, Indiana, being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of Section 16, Township 17 North, Range 2 East, Pike Township, Marion County, Indiana; thence North 00 degrees 15 minutes 39 seconds West on the west line of said northwest quarter a distance of 348.75 feet to the easterly right-of-way of U.S. Highway 52 as the same was located and improved on January 28, 1947 and shown on Sheet 9 of 21 of the plans for Indiana State Highway Commission Federal Aid Project No. 40, Sec. 12, dated (1946), said point also being on a curve concave southwesterly and having a radius of 1969.86 feet; thence southeasterly on said curve and on said easterly right-of-way of U.S. 52 a distance of 221.26 feet; thence North 16 degrees 13 minutes 53 seconds East a distance of 64.08 feet to a cut cross, said point also being on the centerline of Old Lafayette Road (as located prior to the year 1934 and evidenced by the physical centerline of the concrete pavement as existed September, 1986) and on the easterly line of the Real Estate described in Instrument No. 81-14727 in the Office of the Recorder of Marion County; thence following the three courses on the easterly line of said Real Estate: (1) continuing North 16 degrees 13 minutes 53 seconds East 147.40 feet; (2) North 58 degrees 54 minutes 24 seconds East 90.90 feet; (3) North 00 degrees 13 minutes 51 seconds East 177.96 feet to the southwest corner of the Real Estate described in Instrument No. 85-39369; thence North 89 degrees 11 minutes 16 seconds East on the south line of said Real Estate a distance of 339.16 feet; thence North 00 degrees 15 minutes 51 seconds West on the east line of said Real Estate a distance of 218.10 feet to a northwesterly corner of the Real Estate described in Instrument No. 92-19671; thence North 88 degrees 57 minutes 07 seconds East on the North line of said Real Estate and the prolongation thereof a distance of 608.53 feet to the West line of the East Half of said Northwest Quarter; thence North 00 degrees 17 minutes 49 seconds West on the West line of said East Half a distance of 178.43 feet to a point which bears South 00 degrees 17 minutes 49 seconds East 1444.75 feet from the Northwest corner of the East Half of said Northwest Quarter; thence North 89 degrees 42 minutes 11 seconds East a distance of 322.23 feet to the POINT OF BEGINNING of the herein described tract; thence North 89 degrees 42 minutes 11 seconds East, 161.85 feet; thence North 62 degrees 49 minutes 37 seconds East, 386.61 feet; thence North 46 degrees 40 minutes 55 seconds East, 390.41 feet; thence North 90 degrees 00 minutes 00 seconds East, 192.38 feet to the East line of said Northwest Quarter; thence South 00 degrees 00 minutes 00 seconds East, 914.27 feet on the East line of said Northwest Quarter; thence South 90 degrees 00 minutes 00 seconds West, 115.58 feet; thence North 80 degrees 37 minutes 25 seconds West, 549.68 feet; thence North 74 degrees 42 minutes 50 seconds West, 101.89 feet; thence North 31 degrees 20 minutes 17 seconds West, 178.46 feet; thence South 88 degrees 09 minutes 43 seconds West, 6.00 feet; thence North 31 degrees 30 minutes 17 seconds West 240.34 feet to the POINT OF BEGINNING; Containing 12.97 acres of land, more or less.

Exhibit "A", cont.

A parcel of land lying within the Northwest Quarter of Section 16, Township 17 North, Range 2 East of the Second Principal Meridian, Pike Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of Section 16, Township 17 North, Range 2 East of the Second Principal Meridian, Pike Township, Marion County, Indiana, thence North $89^{\circ}00'07''$ E (assumed bearing), a distance of 373.77 feet on the South line of said Northwest Quarter to a point on the Northeasterly right-of-way line of U.S. Highway #52 as shown on Sheet #9 of 21 of the plans for Indiana State Highway Commission Federal Aid Project No. 40, Sec. A2, dated 1936, said point being the POINT OF BEGINNING; thence N $35^{\circ}32'38''$ W, a distance of 52.67 feet on said Northeasterly right-of-way line to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 1969.83 feet and a central angle of $07^{\circ}53'04''$, said point being designated Station 661+50, 60' Lt. of Line 'E' on said plans; thence Northwesterly along the arc of said curve to the left and said Northeasterly right-of-way line, from which the local tangent at the beginning point bears N $41^{\circ}29'58''$ W, a distance of 271.06 feet, said arc subtended by a chord which bears N $45^{\circ}26'30''$ W, a distance of 270.85 feet to the point of intersection with a non-tangent line, said point being on the Southwesterly right-of-way line of the Old White River and Big Eagle Creek Free Gravel Road, as the same was originally located; thence S $66^{\circ}16'36''$ E, a distance of 64.06 feet on said Southwesterly right-of-way line to a point of intersection with a tangent curve, concave Southwesterly, having a radius of 547.96 feet and a central angle of $33^{\circ}35'54''$; thence Southeasterly along the arc of said curve to the right and said Southwesterly right-of-way line, a distance of 321.32 feet to the South line of said Northwest Quarter, being a point of intersection with a non-tangent line; thence S $89^{\circ}00'07''$ W, a distance of 75.82 feet on the South line of said Northwest Quarter to the POINT OF BEGINNING; Containing 14799 square feet of land, more or less.

Exhibit "A", cont.

A parcel of land lying within the Southwest Quarter of Section 16, Township 17 North, Range 2 East of the Second Principal Meridian, Pike Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 16, Township 17 North, Range 2 East of the Second Principal Meridian, Pike Township, Marion County, Indiana, thence North $89^{\circ}00'07''$ E (assumed bearing), a distance of 373.77 feet on the North line of said Southwest Quarter to a point on the Northeasterly right-of-way line of U.S. Highway #52 as shown on Sheet #9 of 21 of the plans for Indiana State Highway Commission Federal Aid Project No. 40, Sec. A2, dated 1936, said point being the POINT OF BEGINNING; thence continuing N $89^{\circ}00'07''$ E, on the North line of said Southwest Quarter a distance of 75.82 feet to the Southwesterly right-of-way line of the Old White River and Big Eagle Creek Free Gravel Road, as the same was originally located, being a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 547.96 feet and a central angle of $17^{\circ}19'06''$; thence Southeasterly along the arc of said curve to the right and said Southwesterly right-of-way line, from which the local tangent at the beginning point bears S $32^{\circ}40'43''$ E, a distance of 165.63 feet, said arc subtended by a chord which bears S $24^{\circ}1'10''$ E, a distance of 165.00 feet to the point of tangency of said curve; thence S $15^{\circ}21'37''$ E, a distance of 99.48 feet on said Southwesterly right-of-way line to said Northeasterly right-of-way line as shown on the plans for said U.S. Highway #52, being a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 1959.83 feet and a central angle of $05^{\circ}44'14''$; thence Northwesterly along the arc of said curve to the left and said Northeasterly right-of-way line, from which the local tangent at the beginning point bears N $31^{\circ}15'44''$ W, a distance of 196.25 feet, said arc subtended by a chord which bears N $34^{\circ}07'51''$ W, a distance of 196.16 feet to the point of intersection with a non-tangent line, said point designated as Station 663+00, 50' Lt. on said plans; thence N $35^{\circ}32'38''$ W, a distance of 101.94 feet on said Northeasterly right-of-way line to the POINT OF BEGINNING; Containing 10766 square feet of land, more or less.

Exhibit B

Part of the Northwest Quarter and part of the North Half of the Southwest Quarter of Section 16, Township 17 North, Range 2 East of the Second Principal Meridian in Pike Township, Marion County, Indiana:

Commencing a Harrison Monument marking the Northeast corner of the Northwest Quarter of Section 16, Township 17 North, Range 2 East; thence South 00 degrees 00 minutes 00 seconds (assumed bearing) on the East line of said Northwest Quarter 1936.23 feet to the Southeast corner of the subdivision known as HAWTHORNES AT THE CROSSING, SECTION TWO, the final plat of which is recorded as Instrument #950025821 in the Office of the Recorder, Marion County, Indiana, being the POINT OF BEGINNING of the within described tract; thence continuing South 00 degrees 00 minutes 00 seconds on said East line 707.30 feet to a railroad spike marking the Northeast corner of the Southwest Quarter of said Section 16; thence South 89 degrees 00 minutes 07 seconds West on the North line of said Southwest Quarter 250.00 feet; thence South 00 degrees 01 minute 11 seconds East parallel with the East line of said Southwest Quarter 907.70 feet; thence South 89 degrees 00 minutes 07 seconds West parallel with the North line of said Southwest Quarter 1368.50 feet; thence North 14 degrees 59 minutes 03 seconds West a distance of 935.30 feet to a point on the North line of said Southwest Quarter located 756.84 feet North 89 degrees 00 minutes 07 seconds East of the Northwest corner of said Southwest Quarter; thence North 89 degrees 00 minutes 07 seconds East 179.75 feet on the North line of said Southwest Quarter to the Southerly prolongation of the West line of Lot Number 14 in a subdivision known as HAWTHORNES AT THE CROSSING, SECTION ONE, the final plat of which is recorded as Instrument #950025820 in the Office of the Recorder, Marion County, Indiana; thence North 01 degree 00 minutes 45 seconds West 321.18 feet on said Southerly prolongation to the Southwesterly corner of Lot Number 14 in said subdivision; the following twenty-three (23) courses are on the Southerly line of said subdivision; 1.) thence North 88 degrees 59 minutes 15 seconds East 270.00 feet; 2.) thence North 01 degree 00 minutes 45 seconds West 14.75 feet; 3.) thence North 88 degrees 59 minutes 15 seconds East 115.00 feet; 4.) thence North 70 degrees 29 minutes 04 seconds East 283.72 feet to the Southeasterly corner of Lot Number 17 in said subdivision; 5.) thence North 11 degrees 32 minutes 47 seconds East 54.41 feet; 6.) thence North 46 degrees 58 minutes 40 seconds East 39.03 feet; 7.) thence North 75 degrees 43 minutes 05 seconds East 27.33 feet; 8.) thence South 62 degrees 08 minutes 01 second East 31.32 feet; 9.) thence South 39 degrees 34 minutes 49 seconds East 45.65 feet; 10.) thence South 45 degrees 58 minutes 35 seconds East 52.38 feet; 11.) thence South 52 degrees 47 minutes 09 seconds East 66.64 feet; 12.) thence South 79 degrees 24 minutes 37 seconds East 83.93 feet; 13.) thence North 70 degrees 40 minutes 35 seconds East 67.71 feet; 14.) thence North 51 degrees 59 minutes 16 seconds East 80.94 feet; 15.) thence North 48 degrees 04 minutes 36 seconds East 48.09 feet; 16.) thence North 25 degrees 25 minutes 47 seconds East 93.33 feet; 17.) thence North 00 degrees 23 minutes 56 seconds East 33.10 feet; 18.) thence North 16 degrees 11 minutes 11 seconds West 63.76 feet; 19.) thence North 38 degrees 13 minutes 02 seconds West 62.05 feet; 20.) thence North 47 degrees 21 minutes 29 seconds West 18.74 feet; 21.) thence North 39 degrees 06 minutes 02 seconds West 93.32 feet; 22.) thence North 09 degrees 16 minutes 05 seconds West 12.78 feet; 23.) thence North 25 degrees 33 minutes 12 seconds East 15.91 feet to the Southeasterly corner of Lot Number 36 in said HAWTHORNES AT THE CROSSING, SECTION TWO; the following two (2) courses are on the Southerly line of said HAWTHORNES AT THE CROSSING, SECTION TWO; 1.) thence South 80 degrees 37 minutes 25 seconds East 549.68 feet; 2.) thence North 90 degrees 00 minutes 00 seconds East 115.58 feet to the POINT OF BEGINNING.

6

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CROSS REFERENCE: Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing recorded with the Recorder of Marion County, Indiana, on the 28th day of October, 1998, as Instrument No. 980186851.

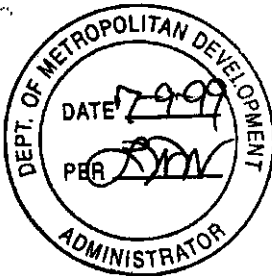
SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HAWTHORNES AT THE CROSSING

DONALD L^ELAMBERT and DOROTHY L^LLAMBERT, the Declarant in the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing recorded with the Recorder of Marion County, Indiana, on the 28th day of October, 1998, as Instrument Number 980186851 (hereafter referred to as the "Declaration") state that all capitalized terms set forth herein shall have the same meaning as specified in the Declaration and hereby declare that the real estate located in Marion County, Indiana, and more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A" shall and hereby is made part of and annexed to the Property and is subject in all respects to the Declaration and all rights, obligations and privileges specified therein.

FILED

JUL 07 1999

PIKE TOWNSHIP
ASSESSOR



Donald E. Lambert
Donald Lambert

Date: 7/2/99

Dorothy Lambert
Dorothy Lambert

Date: 7/2/99

RECEIVED FOR FINAL ACCEPTANCE

184170 JUL 12 99

MARTHA A. WOMACKS
RECORDER

07/12/99 01:20PM WANDA MARTIN MARION CTY RECORDER INT 14.00 PAGES: 3

Inst # 1999-0132162

3

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared *Donald E. Lambert*, who acknowledged execution of the foregoing Supplement to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing.

Witness my hand and Notarial Seal this 2nd day of July, 1999.

My Commission Expires: _____

County of Residence: _____


Notary Public

Printed Name



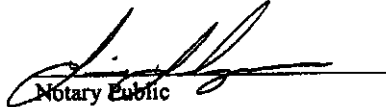
STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared *Dorothy L. Lambert*, who acknowledged execution of the foregoing Supplement to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing.

Witness my hand and Notarial Seal this 2nd day of July, 1999.

My Commission Expires: _____

County of Residence: _____

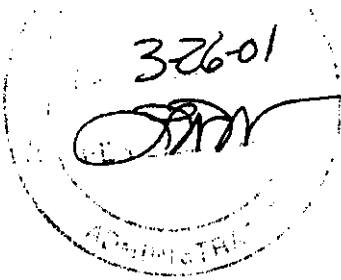

Notary Public

Printed Name

Prepared by: **Charles D. Frankenberger**, Nelson & Frankenberger, 3021 E. 98th Street, Suite 220,
Indianapolis, Indiana 46280 - (317) 844-0106

F:\User\claw\Crossmnt\Hawthornes\spg to CCR.spl





FILED

68

MARTHA A. WOMACKS
MARION COUNTY CLERK

MAR 26 2001

PIKE TOWNSHIP
ASSESSOR

363660 MAR 26 2001

SUBJECT TO ORIGINAL AGREEMENT
PIKE TOWNSHIP

CROSS-REFERENCE: Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing recorded with the Recorder of Marion County, Indiana, on the 28th day of October, 1998, as Instrument #1998-0186851.

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HAWTHORNES AT THE CROSSING

This first amendment ("First Amendment") to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing recorded with the Recorder of Marion County, Indiana on the 28th day of October, 1998, as Instrument #1998-0186851 (hereafter "Declaration") is made by TRINITY HOMES, LLC this 9th day of February, 2001;

WITNESSETH:

WHEREAS, unless otherwise defined in this First Amendment, the capitalized terms herein shall have the same meaning as set forth in the Declaration;

WHEREAS, Donald E. Lambert and Dorothy L. Lambert were originally the Declarant in the Declaration and, thereafter, assigned all of their right and interest as Declarant under the Declaration to Trinity Homes, LLC, an Indiana limited liability company;

WHEREAS, Trinity Homes, LLC, shall hereafter be referred to as the "Declarant";

WHEREAS, Owners have requested that the Declarant execute and record this First Amendment;

WHEREAS, as set forth on the Consents to Amendment which is attached hereto and incorporated herein by reference as Exhibit "A", this First Amendment is consented to and authorized by the requisite number of Owners.

NOW, THEREFORE, in consideration of the foregoing preambles and recitations, and further to the request of the Owners, the Declaration is hereby amended as follows:

1. Article II of the Declaration is hereby amended to include the following definition:

Section 2.14 "Pool" means the swimming pool and related facilities to be constructed by the Declarant, in the Declarant's sole and absolute discretion, upon a Common Area.

2. Exhibit "B" to the Declaration is hereby amended to also include as Additional Real Estate the real estate described in what is attached hereto and incorporated herein by reference as Exhibit "B", all or part of which may be annexed by the Declarant to the Declaration per the terms and conditions set forth in

03/26/01 11:50AM WANDA MARTIN MARION CTY RECORDER MEM 144.00 PAGES: 68

Inst # 2001-0045686

the Declaration.

3. Section 5.3 of the Declaration is hereby amended to add the following as Section 5.3(e):

Upon commencement by Declarant of construction of the Pool, the maximum Regular Yearly Assessment on each Lot shall be increased to \$285.00 per Lot per year, which increase shall be pro-rated for the calendar year in which construction is commenced.

4. Article V of the Declaration is hereby amended to include the following:

Section 5.10 "One Time Assessment". Each Owner shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution toward the cost of constructing the Pool, an amount equal to \$700.00, which payment shall be non-refundable and shall not be considered as an advance payment of any assessment or other charge owed the Association with respect to such Lot. Such One Time Assessment shall be held and used by the Declarant for the costs of constructing the Pool. All Owners, excluding the Declarant and any Builder, who have not already paid such One Time Assessment, shall pay such One Time Assessment upon the earlier of:

- a) Forty-five (45) days after the date of recordation of this First Amendment; or
- b) Upon (i) the closing of the initial conveyance of each Lot by Declarant to an Owner other than a Builder, or (ii) the sale of each Lot by a Builder (either by deed or by installment sale, conditional sale, or land contract sale) to an Owner.

5. The Declaration, as hereby amended, shall remain in full force and effect.

TRINITY HOMES, LLC, an Indiana
limited liability company

By: TRINITY HOMES, INC., an
Indiana corporation, member

By: 
James McKenzie, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared *James McKenzie*, President of Trinity Homes, Inc., an Indiana corporation, member of Trinity Homes, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthomes at the Crossing.

Witness my hand and Notarial Seal this 9th day of February, 2001.

My Commission Expires: May 21, 2001

Residing in Hendricks County



Shirley J. White
Notary Public
Shirley J. White
Printed Name

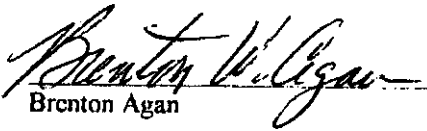
Prepared by:
Charles D. Frankenger
NELSON & FRANKENBERGER
3021 East 98th Street, Suite 220, Indianapolis IN 46280
Phone: (317) 844-0106

✍

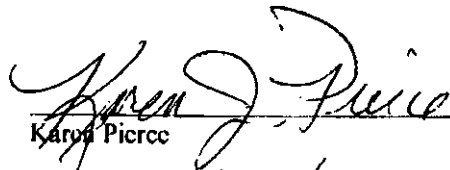
Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.


Brenton Agan

Date: 12/20/99

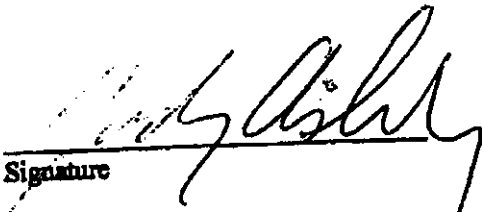

Karen Pierce


Date: 12/20/99

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.


Signature
Joey Ashley
Printed Name


Signature
Misty Ashley
Printed Name

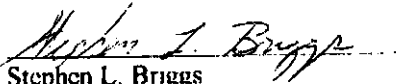
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Date: 2-20-01

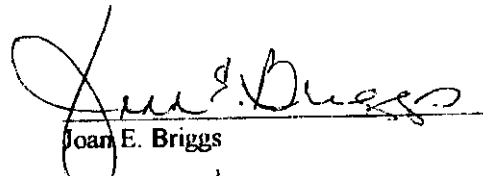
Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.


Stephen L. Briggs

Date: 12/20/99

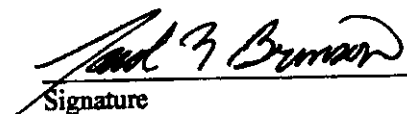

Joan E. Briggs

Date: 12/20/99

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.


Signature

JACOB . N. BRINSON
Printed Name

Date: 8-21-00


Signature

LORIE G. BRINSON
Printed Name

Date: 8/21/00

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

Tim A. Broyles
Signature

Tim A. Broyles
Printed Name

Date: 2/4/01

Lorie Broyles
Signature

Lorie Broyles
Printed Name

Date: 2/4/01

Exhibit "A", Continued

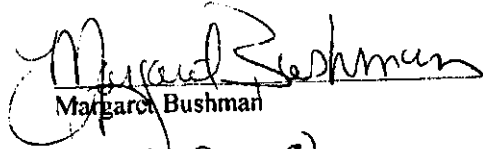
Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.



Michael Bushman

Date: 12-20-99



Margaret Bushman

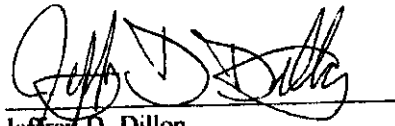
Date: 1-3-00

LOT 44

Exhibit "A", Continued

Consent to Amendment

The undersigned Owner, by his signature below, hereby evidences that (i) he has requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner authorizes and consents to the First Amendment.



Jeffrey D. Dillon

Date: 12/16/99

Exhibit "A"

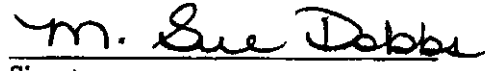
Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.


Signature

SCOTT R. DOBBS
Printed Name

Date: 6/5/00


Signature

M. Sue Dobbs
Printed Name

Date: 6/5/00

Exhibit "A", Continued

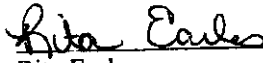
Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.



Keith Earles

Date: 12/20/99



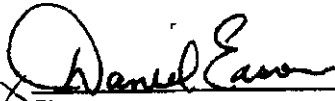
Rita Earles

Date: 12/20/99

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.



Signature

Signature

DANIEL EASON

Printed Name

Printed Name

Date: 11/6/00

Date: _____

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthomes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

Allen Edwards
Signature

Tommie Louise Edwards
Signature

ALLEN EDWARDS
Printed Name

Tommie Louise Edwards
Printed Name

Date: 6-19-00

Date: 6-19-00

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

Jeff M. Edwards
Signature

Diane L. Edwards
Signature

JEFF M. EDWARDS
Printed Name

Diane L. Edwards
Printed Name

Date: 01/19/01

Date: 1-19-01

Exhibit "A"

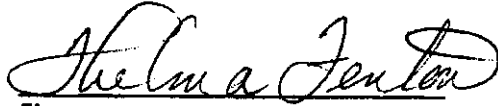
Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.


Signature

Rev. Peter Fenton
Printed Name

Date: 5-6-2000


Signature

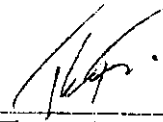
Thelma Fenton
Printed Name

Date: 5-6-2000

Exhibit "A", Continued

Consent to Amendment

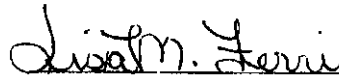
The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.



Thomas Ferri

Date:

12/20/99



Lisa Ferri

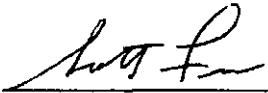
Date:

12/20/99

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.



Signature

SCOTT FINN

Printed Name

Date: 5-6-00



Signature

Nela Finn

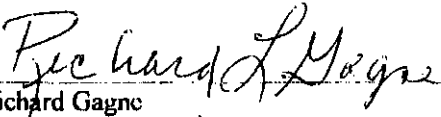
Printed Name

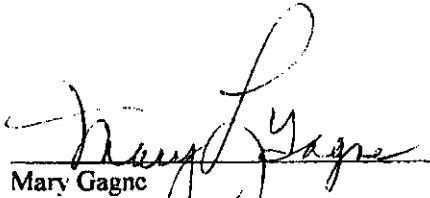
Date: 5-6-00

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.


Richard Gagne
Date: 2/27/00


Mary Gagne
Date: 2/27/00

LOT 8

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

Billy L. Garrett, Jr.
Signature

BILLY L. GARRETT, JR
Printed Name

Date: 06-23-00

Brenda M. Garrett
Signature

Brenda M. Garrett
Printed Name

Date: 6/23/00

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.

Connie Grider

Connie Grider

Date: 1-2-00

Jeffrey Grider

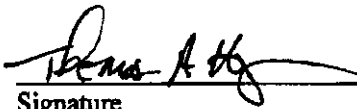
Jeffrey Grider

Date: 12/27/99

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.



Signature

THOMAS A. HAGEMANN
Printed Name

Date: 7/26/00



Signature

Michele J Hagemann
Printed Name

Date: 7-26-00

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.

Pamela F. Haines
Pamela Haines

Date: 2/28/00

Robert T. Miller
Robert Miller

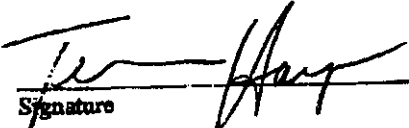
Date: 2/28/00

LOT 42

Exhibit "A"

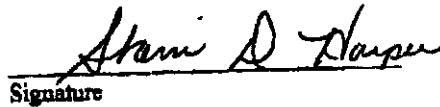
Consent to Amendment

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Signature

Terrence Harper
Printed Name

Date: 2-27-01


Signature

SHERRI D. HARPER
Printed Name

Date: 2-27-01

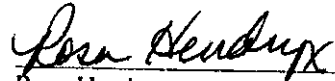
Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.


Rick Hendryx

Date: 12/14/99



Rosa Hendryx

Date: 12-14-99

Exhibit "A", Continued

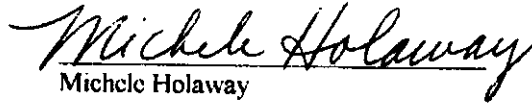
Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.



Brian Holaway

Date: Jan 15, 2000



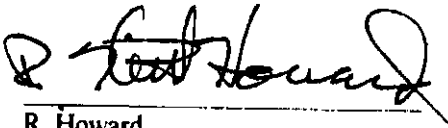
Michele Holaway

Date: 12/20/99

Exhibit "A", Continued

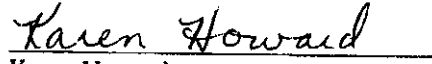
Consent to Amendment

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R. Howard

Date: 12-20-99


Karen Howard

Date: 12/20/99

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

Deborah G. Hubartt
Signature

Signature

Deborah G. Hubartt
Printed Name

Printed Name

Date: 1-24-00

Date: _____

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

Samuel Hunter
Signature

Reneau Hunter
Signature

Samuel Hunter
Printed Name

Reneau Hunter
Printed Name

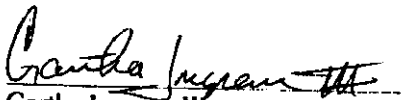
Date: 1/21/00

Date: 1-21-00

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.


Gartha Ingram, III

Date: 12-20-99


Sheila Ingram

Date: 12/20/99

Exhibit "A"

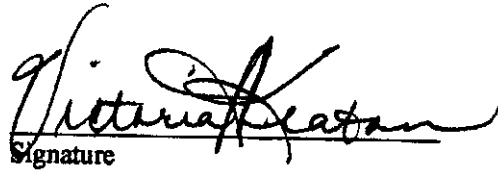
Consent to Amendment

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Signature

Dwayne Keaton
Printed Name

Date: 11/30/00


Signature

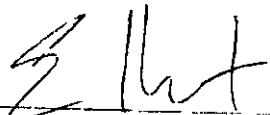
VICTORIA A KEATON
Printed Name

Date: 11-30-00

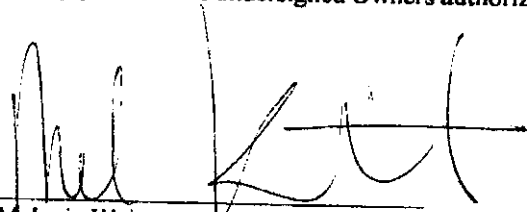
Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.


Eric Kleinert

Date: 2-27-00


Melanie Kleinert

Date: 2/27/00

LOT 25

Exhibit "A", Continued

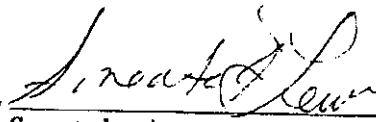
Consent to Amendment

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Darryl Lewis

Date: 2/28/2020



Soncata Lewis

Date: 2/28/2020

LOT 28

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.

Peter Lindblom
Peter Lindblom, Jr.

Date: 3/14/00

Denice Lindblom
Denice Lindblom

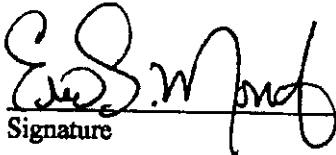
Date: 3/14/00

LOT 33

Exhibit "A"

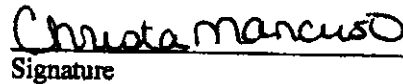
Consent to Amendment

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Signature

Eric S. Moncrief
Printed Name

Date: 10-31-00


Signature

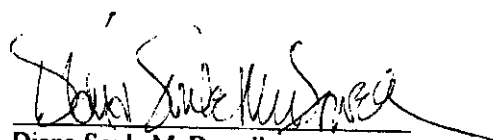
Christa Mancuso
Printed Name

Date: 10-31-00

Exhibit "A", Continued

Consent to Amendment

The undersigned Owner, by her signature below, hereby evidences that (i) she has requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner authorizes and consents to the First Amendment.



Diana Soule McDowell


Date: 28 Feb 08

LOT 36

Exhibit "A", Continued

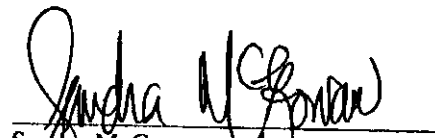
Consent to Amendment

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Scott McGowan

Date: 12-20-99



Sandra McGowan

Date: 12-20-99

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

SHAOT
Signature

Shane Otis
Printed Name

Date: 5/6/00

Kristen Otis
Signature

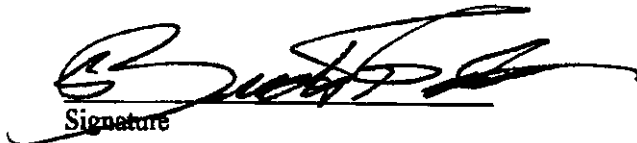
Kristen Otis
Printed Name

Date: 5/6/00

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.


Signature

Brad E. Palmer
Printed Name

Date: 11-21-00


Signature

Tori A. Palmer
Printed Name

Date: 11-21-00

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.


Signature

DENISE R. PARKER
Printed Name

Date: 5/6/00

Signature

Printed Name

Date: _____

Exhibit "A", Continued

Consent to Amendment

The undersigned Owner, by her signature below, hereby evidences that (i) she has requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner authorizes and consents to the First Amendment.

Marla Pate

Marla Pate

Date: 12-20-99

Exhibit "A", Continued

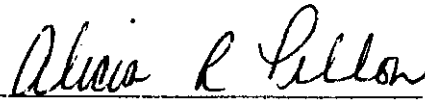
Consent to Amendment

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William Pillow

Date: 2/8/00



Alicia Pillow


Date: 2/28/00

LOT 46

Exhibit "A"


Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.


Signature

Jenny K. Pullings
Printed Name

Date: 11-15-00


Signature

Cathy K. Pullings
Printed Name

Date: 11-15-00

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.

Chris Ragland
Chris Ragland

Date: 2/27/00

Becky Ragland
Becky Ragland


Date: 2/27/00

LOT 5

Exhibit "A", Continued

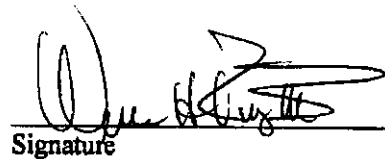
Consent to Amendment

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Signature

KATHI RAY
Printed Name

Date: 1-9-00


Signature

Bill RAY
Printed Name

Date: 1-9-00

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.

Tony Reid
Tony Reid

Date: 2/28/00

Angela Reid
Angela Reid

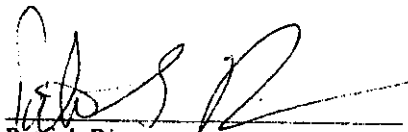
Date: 2/28/00

LOT 45

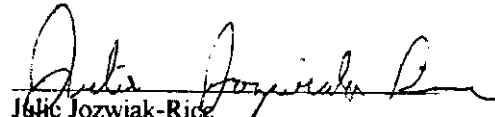
Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.


Patrick Rice

Date: 3-13-00


Julie Jozwiak-Rice

Date: 3-13-00

LOT 29

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

Brian S. Ricker
Signature

Amy J. Ricker by Brian S. Ricker
Signature *hunting in faw*

BRIAN S. RICKER
Printed Name

Printed Name

Date: 12/30/99

Date: 12/30/99

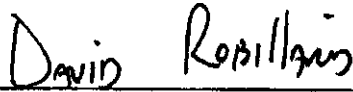
Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.



Signature

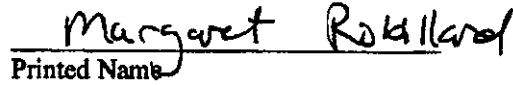


Printed Name

Date: 12-28-99



Signature




Printed Name

Date: 12/28/99

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.


Signature

KEVIN B RUSSELL
Printed Name

Date: 6-29-00


Signature

Carla L. Russell
Printed Name

Date: 6-29-00

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.

Mark E. Salmon
Mark E. Salmon

Date: 3/14/2000

Julie K. Salmon
Julie K. Salmon

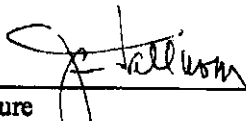
Date: 3/14/2000

LOT 53

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.




Signature

JERRY SALLUOM

Printed Name

Date: 12/20/99



Signature

Susan Salluom

Printed Name

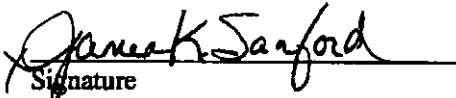
Date: 12/20/99

LOT. 39 HWC

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.


Signature


Signature

Printed Name

Printed Name

Date: 3/23/00

Date: 3/23/00

Exhibit "A"

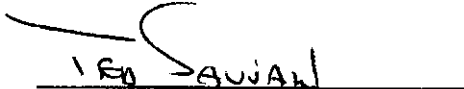
Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.



Signature

Signature



Printed Name

Printed Name


Date: 12-20-99

Date: _____

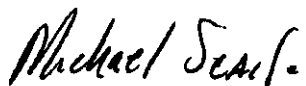
Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

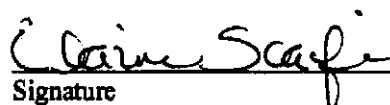


Signature



Printed Name

Date: 4-27-00



Signature



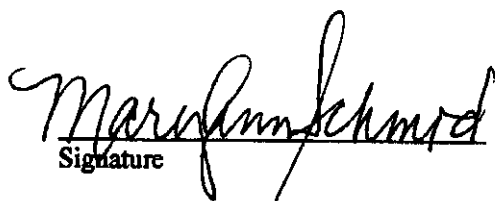
Printed Name

Date: 4/27/00

Exhibit "A"

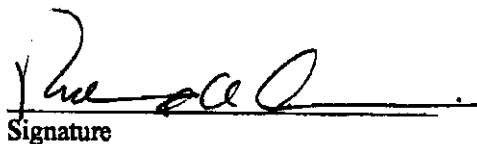
Consent to Amendment

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Signature

Mary Ann Schmid
Printed Name

Date: 1-28-00


Signature

RICHARD A - SETTLE
Printed Name

Date: 1-28-00

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

C. Gregory Sharer
Signature

C. GREGORY SHARER
Printed Name

Date: 1-30-01

Kathleen Maguire Sharer
Signature

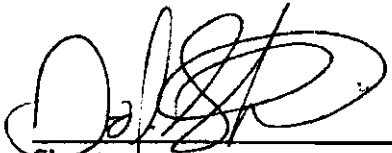
Kathleen Maguire Sharer
Printed Name

Date: 1-30-01

Exhibit "A"

Consent to Amendment


The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.



Signature

David J. Stehura
Printed Name

Date: 2/5/01



Signature

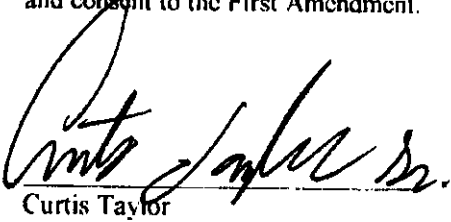
Janelle K. Stehura
Printed Name

Date: 2/5/01

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.


Curtis Taylor

Date: 12-20-99

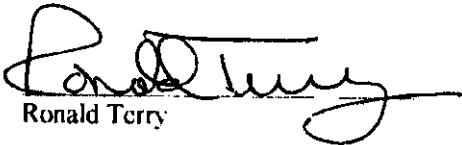

Evangeline Taylor

Date: 2/22/00

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.


Ronald Terry

Date: 12-27-99


Cheryl Terry

Date: 12-27-99

Exhibit "A"

107
3

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

Susan D. Torrence
Signature

Kirk B. Torrence
Signature

Susan D. Torrence
Printed Name

KIRK B. TORRENCE
Printed Name

Date: 3.28.00

Date: 3/28/00


EXHIBIT "A"

Consent to Amendment

The undersigned Owner, by its signature below, hereby evidences that (i) it has requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthomes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana.

TRINITY HOMES, LLC, an Indiana
limited liability company

By: TRINITY HOMES, INC., an
Indiana corporation, member


By: 
James McKenzie, President

Date: 2-9-01

Exhibit "A"

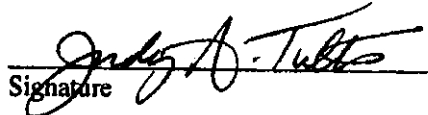
Consent to Amendment

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Signature

Juri A. Tulks
Printed Name

Date: 1-27-00


Signature

Judy A. Tulks
Printed Name

Date: 1-27-00

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

Kenneth R. VanHorn
Signature

Signature

Kenneth R. VanHorn
Printed Name

Printed Name

Date: 10.6.00

Date: _____

Exhibit "A", Continued

Consent to Amendment

The undersigned Owners, by their signatures below, hereby evidence that (i) they have requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana, and (ii) each of the undersigned Owners authorize and consent to the First Amendment.

Mark Walker
Mark Walker
Date: 2/27/00

Debra Walker
Debra Walker
Date: 2/27/00

Shgo

LOT 17

Exhibit "A"

Consent to Amendment

The undersigned Owner(s), by their signature below, hereby evidence that (i) they requested that the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing, to which this Consent to Amendment is attached as Exhibit "A", be executed by Trinity Homes, LLC and recorded with the Recorder of Marion County, Indiana and, (ii) the undersigned Owner(s) authorize and consent to the First Amendment.

Aaron D. Weller
Signature

Aaron D. Weller
Printed Name

Date: 12/20/20

Deanna L Weller
Signature


Deanna L Weller
Printed Name

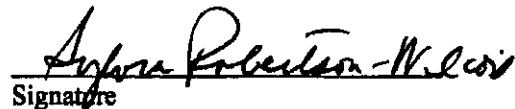
Date: 12-20-20

Exhibit "A"

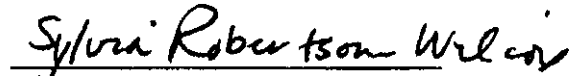
Consent to Amendment

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Signature


Signature


Printed Name


Printed Name

Date: 9/28/00

Date: 9/28/00

EXHIBIT "B"

Part of the Northwest Quarter of Section 16, Township 17 North, Range 2 East in Pike Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 00 degrees 00 minutes 00 seconds West (assumed bearing) along the East line of said Quarter Section 1021.96 feet to the Northeast corner of Hawthorn's at the Crossing, Section Two recorded as instrument #95-25823 in the Office of the Recorder of Marion County, Indiana; the following (3) courses are along said boundary of Hawthorne's at the Crossing Section Two; (1) South 90 degrees 00 minutes 00 seconds West 192.38 feet; (2) South 48 degrees 40 minutes 58 seconds West 390.41 feet; (3) South 62 degrees 49 minutes 37 seconds West 388.61 feet; thence South 89 degrees 42 minutes 11 seconds West along the Northern boundary of said Hawthorne's at the Crossing, Section Two, said line also being along Hawthorne's at the Crossing, Section One, recorded as Instrument #95-25820 in the Office of the Recorder of Marion County, Indiana, 494.08 feet to a point on the East line of the West Half of the Northwest Quarter Section; thence South 00 degrees 17 minutes 49 seconds East along said East line 176.43 feet; thence South 88 degrees 57 minutes 07 seconds West along the North line of said Hawthorne's at the Crossing, Section One 608.53 feet; thence North 00 degrees 35 minutes 39 seconds West 606.93 feet; thence North 88 degrees 57 minutes 07 seconds East 47.07 feet; thence North 00 degrees 01 minutes 47 seconds West 1014.29 feet to the North line of the West Half of the Northwest Quarter Section; thence North 88 degrees 57 minutes 07 seconds East along said North line 100.02 feet; thence South 00 degrees 01 minutes 47 seconds East 537.04 feet; thence North 88 degrees 57 minutes 07 seconds East 482.37 feet; thence South 00 degrees 17 minutes 49 seconds East 111.53 feet; thence South 38 degrees 10 minutes 05 seconds West 166.55 feet to a point on a curve concave southwesterly, the radius point of said curve being South 38 degrees 10 minutes 05 seconds West 225.00 feet from said point; thence southeasterly along said curve 89.19 feet to the point of tangency of said curve, the radius point of said curve being South 80 degrees 52 minutes 48 seconds West 225.00 feet from said point; thence South 29 degrees 07 minutes 12 seconds East 77.23 feet; thence North 60 degrees 52 minutes 48 seconds East 190.00 feet; thence North 89 degrees 18 minutes 35 seconds East 107.49 feet; thence North 48 degrees 40 minutes 18 seconds East 82.76 feet; thence North 63 degrees 38 minutes 00 seconds East 91.75 feet; thence North 32 degrees 08 minutes 50 seconds East 46.30 feet; thence North 07 degrees 34 minutes 33 seconds East 43.87 feet; thence North 28 degrees 18 minutes 24 seconds East 164.67 feet; thence North 21 degrees 17 minutes 10 seconds East 203.98 feet; thence North 56 degrees 42 minutes 49 seconds East 20.93 feet; thence North 33 degrees 51 minutes 40 seconds West 365.68 feet to a point on the North line of the East Half of said Quarter Section; thence North 88 degrees 57 minutes 06 seconds East along said North line 912.45 feet to the place of beginning, containing 45.531 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.



CROSS-REFERENCE: (i) Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing recorded with the Recorder of Marion County, Indiana on the 23rd day of October, 1998, as Instrument No. 1998-0186851 and (ii) First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing recorded with the Recorder of Marion County, Indiana on the 26th day of March, 2001, as Instrument No. 2001-0045686.

**SUPPLEMENT TO FIRST AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
HAWTHORNES AT THE CROSSING**

FILED

JUN 12 2001

PIKE TOWNSHIP
ASSESSOR

This supplement ("the Supplement") to the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing recorded with the Recorder of Marion County, Indiana on the 26th day of March, 2001, as Instrument No. 2001-0045686 ("the First Amendment") is made by Trinity Homes, LLC this 11th day of JUNE, 2001;

WITNESSETH:

WHEREAS, the purpose of this Supplement is to supplement the First Amendment by attaching two additional homeowner consents.

NOW, THEREFORE, the First Amendment is hereby supplemented to include the two consents attached hereto and incorporated herein by reference as Exhibit "A".

TRINITY HOMES, LLC, an Indiana
limited liability company

By: TRINITY HOMES, INC., an
Indiana corporation, member

By: James McKenzie
James McKenzie, President



374611 JUN 12 2001
MARTIN A WOMBACKS
SUBJECT FOR TRANSFER
SECTION 2270N
JUN 12 2001

06/12/01 10:48AM WANDA MARTIN MARION CTY RECORDER
Inst # 2001-0098844

3M 20.00 PAGES: 5



AMBER M. PLUCKEBAUM
Res. of Howard Co.
Comm. Exp. 10-10-2008

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared *James McKenzie*, President of Trinity Homes, Inc., an Indiana corporation, member of Trinity Homes, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hawthornes at the Crossing.

Witness my hand and Notarial Seal this 5th day of June, 2001.

My Commission Expires: 10-10-2008

Amber M. Pluckebaum
Notary Public

Residing in Howard County

Amber M. Pluckebaum
Printed Name

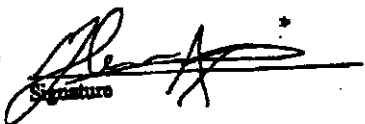
Prepared by:
Charles D. Frankenberger
NELSON & FRANKENBERGER
3021 East 98th Street, Suite 220, Indianapolis IN 46280
Phone: (317) 844-0106

Exhibit "A"

Page 1 of 2

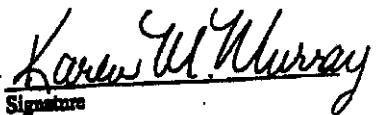
Consent to Amendment

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Signature

Glenn Murray
Printed Name

Date: 3/30/01


Signature

Karen M. Murray
Printed Name

Date: 3/30/01

Exhibit "A"

Page 2 of 2

Consent to Amendment

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George A. Hale
Signature

George A. Hale
Printed Name

Date: 3/20/01

Shirley M. Hale
Signature

Shirley M. Hale
Printed Name

Date: 3-20-01

EXHIBIT "B"

Part of the Northwest Quarter of Section 16, Township 17 North, Range 2 East in Pike Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 00 degrees 00 minutes 00 seconds West (assumed bearing) along the East line of said Quarter Section 1021.96 feet to the Northeast corner of Hawthorn's at the Crossing, Section Two recorded as Instrument #95-25823 in the Office of the Recorder of Marion County, Indiana; the following (3) courses are along said boundary of Hawthorn's at the Crossing Section Two; (1) South 90 degrees 00 minutes 00 seconds West 192.38 feet; (2) South 48 degrees 40 minutes 58 seconds West 390.41 feet; (3) South 62 degrees 49 minutes 37 seconds West 386.61 feet; thence South 89 degrees 42 minutes 11 seconds West along the Northern boundary of said Hawthorn's at the Crossing, Section Two, said line also being along Hawthorn's at the Crossing, Section One, recorded as Instrument #95-25820 in the Office of the Recorder of Marion County, Indiana, 484.08 feet to a point on the East line of the West Half of the Northwest Quarter Section; thence South 00 degrees 17 minutes 49 seconds East along said East line 176.43 feet; thence South 88 degrees 57 minutes 07 seconds West along the North line of said Hawthorn's at the Crossing, Section One 608.53 feet; thence North 00 degrees 35 minutes 39 seconds West 606.93 feet; thence North 88 degrees 57 minutes 07 seconds East 47.07 feet; thence North 00 degrees 01 minutes 47 seconds West 1014.29 feet to the North line of the West Half of the Northwest Quarter Section; thence North 88 degrees 57 minutes 07 seconds East along said North line 100.02 feet; thence South 00 degrees 01 minutes 47 seconds East 537.04 feet; thence North 88 degrees 57 minutes 07 seconds East 482.37 feet; thence South 00 degrees 17 minutes 49 seconds East 111.53 feet; thence South 38 degrees 10 minutes 05 seconds West 166.55 feet to a point on a curve concave southwesterly, the radius point of said curve being South 38 degrees 10 minutes 05 seconds West 225.00 feet from said point; thence southeasterly along said curve 89.19 feet to the point of tangency of said curve, the radius point of said curve being South 60 degrees 52 minutes 48 seconds West 225.00 feet from said point; thence South 29 degrees 07 minutes 12 seconds East 77.23 feet; thence North 60 degrees 52 minutes 48 seconds East 190.00 feet; thence North 89 degrees 18 minutes 35 seconds East 107.49 feet; thence North 48 degrees 40 minutes 18 seconds East 82.76 feet; thence North 63 degrees 36 minutes 00 seconds East 91.75 feet; thence North 32 degrees 08 minutes 50 seconds East 46.30 feet; thence North 07 degrees 34 minutes 33 seconds East 43.67 feet; thence North 28 degrees 18 minutes 24 seconds East 164.67 feet; thence North 21 degrees 17 minutes 10 seconds East 203.96 feet; thence North 56 degrees 42 minutes 49 seconds East 20.93 feet; thence North 33 degrees 51 minutes 40 seconds West 365.68 feet to a point on the North line of the East Half of said Quarter Section; thence North 88 degrees 57 minutes 06 seconds East along said North line 912.45 feet to the place of beginning, containing 45.531 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.