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JOHN R. VON ARX
RECORDER

DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS FEB 23 8

FOR

SUBJECT TO THE ACCEPTANCE
FOR TRANSFER

THE WOODS AT BEECH GROVE HOME OWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 19 day of February, 1998, by M/I SCHOTTENSTEIN HOMES, INC., an Ohio Corporation ("Developer").

1. WHEREAS, Declarant is the owner of certain real estate in Marion County, State of Indiana, more particularly described in Exhibit "A", attached hereto and, by this reference, made a part hereof (hereinafter referred to as the "Real Estate"); and
2. WHEREAS, Declarant desires and intends to create on the Real Estate a residential community to be known as The Woods at Beech Grove Home Owners Association (the "Development") and to sell and convey the residential lots situated within the platted areas of the Development, and before doing so, desires to subject to and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, easements, assessments, privileges, liens and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands and each Owner of all or part thereof in the Development and future home Owners thereof as hereinafter provided in this Declaration; and
3. WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the power and duty to (i) administer any Common Properties located on the Real Estate, (ii) provide for the mowing of lawns in the Common Properties and the maintenance of lake, facilities and landscaping and other common amenities within said Common Properties, (iii) enforce the covenants and restrictions contained in this Declaration, (iv) collect and disburse the assessments and charges imposed and created hereby and hereunder, and (v) promote health, safety and welfare of the Owners of the Real Estate, and all parts thereof; and
4. WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name of The Woods at Beech Grove Home Owners Association, Inc., or similar name, as such agency for the purpose of exercising such functions.
5. NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions,

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

I. DEFINITIONS

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

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

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

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

E. "Association" - The Woods at Beech Grove Home Owners Association, Inc., an Indiana non-profit corporation, its successors and assigns.

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

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

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

I. "Common Expenses" - expenses incurred in administration, upkeep and maintaining the Common Property.

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

K. "Developer" - M/I Schottenstein Homes, Inc. and any manager, general partner, shareholder, successor or assign thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

L. "Improvements" - all buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than 30 feet high when fully grown; and all other structures of every type.

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

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

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

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

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

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

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

T. "Private Driveway Easements" - shall mean the streets other than public streets as shown on any recorded subdivision plat of the Real Estate whether such plat is heretofore or hereafter recorded.

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

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

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

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

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

Z. "State" - the State of Indiana.

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

BB. "Zoning Covenants" - shall mean and refer to the written covenants, as amended, heretofore entered in connection with zoning of the Real Estate, which covenants are recorded in the Office of the Recorder of Marion County, Indiana, such recorded covenants being incorporated herein by reference, as the same may hereafter be amended in accordance with their terms.

II. GOALS

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

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

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall automatically be deemed to have a membership in the Association and shall remain a member until such time as ownership of such Owner's Lot ceases. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association in common.

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

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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

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

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

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

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

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

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without

penalty, upon no more than 90 days' prior written notice.

G. Insurance.

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

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

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

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

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

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

V. ASSESSMENTS

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

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

C. Annual Assessments. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year and shall make available a copy of such proposed budget to each Owner prior to or with the notice to Owners of such annual meeting. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the assessments herein provided, whenever determined. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association, (which may include amounts, if any, for the Reserve Fund -- as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. Each Owner shall be given written notice of such assessment against Lot and the Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing to the contrary (i) prior to January 1, 1999 in no event shall the Annual Assessments for each

Lot exceed \$150.00; and (ii) prior to the date that Developer relinquishes its right to appoint members of the Board as set forth in the Association Documents (the "Turnover Date"), Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

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

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

F. Remedies.

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

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

3. Late Charge; Acceleration. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of 12% per annum or the highest rate permitted by law, together with an administrative collection charge of \$25.

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

5. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the

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

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

VI. MAINTENANCE

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

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation,

promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot abutting other Owner's Lots or that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

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

D. Damage to Common Property By Owner or Occupant. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, invitees or lessees. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

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

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. The Committee shall

regulate the external design, appearance, use, location and maintenance of lands and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the guidelines and standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no fences, plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration.

B. Original Construction and Modifications. Except as otherwise provide in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications in the manner and form prescribed from time to time by the Design Review Board, showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article VIII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

D. Duties of Design Review Board. The Design Review Board shall endeavor to approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. However, failure of the Design Review Board to issue a decision within thirty (30) days shall not constitute approval until and unless Owner submits a written request for decision to the Design Review Board and after receiving such request, the Design Review Board's failure to issue a decision

continues for thirty (30) additional days.

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

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

G. Improvements by Developer. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Developer or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VIII. USE RESTRICTIONS

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

A. Use of Lots.

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

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

3. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single-family dwelling house, and in no event shall any such accessory outbuilding which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation. Assesory outbuildings shall be limited to 120 square feet, and shall be constructed of materials other than metal.

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

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

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

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

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

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

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

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns.

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

J. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, vans, campers or mobile homes shall be parked or stored on the street or on any Lot (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or

existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The work "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any light pickup truck which is used as an automobile vehicle by an Owner or a member of an Owner's family.

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

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

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

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

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

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a design in giving uniformity to the subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Architectural Review Committee or the Design Review Board.

R. Fencing. All fencing shall conform to the standards set forth by the Architectural Review Committee or the Design Review Board.

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

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

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

V. Non-Residential Usage. No industry, trade, or other commercial or religious activity, educations or otherwise, designed for profit, altruism or otherwise shall be conducted, practiced or permitted on the Real Estate.

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

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

Y. Compliance with Zoning Covenants. So long as any Zoning Covenants are in effect, no use shall be made of any part of the Real Estate which violates such Covenants, and all Owners, members

of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Real Estate shall at all times fully comply with, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Zoning Covenants.

Z. Additional Restrictions. The Property shall also be subject to the additional restrictions set forth on Exhibit B or otherwise duly promulgated by the Board of Directors or its Committees pursuant to the authority granted in this Declaration.

IX. EASEMENTS AND LICENSES

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

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any

easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).

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

X. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Owners.

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

perform such Restrictions and agreements.

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

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

1. Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
2. Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

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

4. Adoption. Any proposed amendment to this Declaration must be approved during the first twenty (20) years by a vote of the Owners to which not less than seventy-five percent (75%) of the votes of the Corporation are allocated and thereafter by sixty-seven percent (67%) of such Owners. The instrument of amendment must be signed by such Owners and recorded. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

5. Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

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

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

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

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and

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

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

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

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

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

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

IN WITNESS WHEREOF, the Developer has caused the execution this Declaration as of the date first above written.

Signed and acknowledged in the presence of:

M/I SCHOTTENSTEIN HOMES, INC.
an Ohio Corporation

Roger W. Murphy
Witness Name: Roger W. Murphy

BY: Cliff White
Print Name: Cliff White
Title: Div Pres

Steve Cook
Witness Name: Steve Cook

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

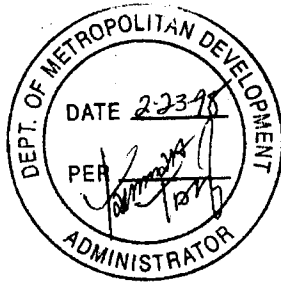
Before me, a Notary Public, in and for said County and State,
personally appeared Cliff White, on
behalf of M. Schottenstein Homes, who acknowledged the
execution of the foregoing.

Witness my hand and Notarial Seal, this 19th day of February,
1998.

My Commission Expires:
5/14/99

County of Residence:
Marion

Jennifer M Baker
Notary Public (Signature)
Jennifer M Baker
Name Printed



This instrument Prepared By:
Matthew R. Clark, Esq.
CLARK QUINN MOSES & CLARK
One Indiana Square, Suite 2200
Indianapolis, IN 46204-2011

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EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

[INSERT]

EXHIBIT B
ADDITIONAL RESTRICTIONS

[INSERT]

EXHIBIT "A"

PARCEL 1:

Part of the Southeast Quarter of Section 27, Township 15 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southwest corner of said Southeast Quarter of Section 27, Township 15 North of Range 4 East, thence east along the South line of said Section 27, 240 feet, thence north and parallel to the West line of said Southeast Quarter 1448 feet more or less to the center of the Contested Pleasant View and Bethel Gravel Road, now Churchman Avenue, thence in a northwesterly direction along the center of said Road 246-3/10 feet to the West line of said Southeast Quarter of Section 27, thence south along the West line of said Southeast Quarter, 1507 feet to the place of beginning.

EXCEPT:

Part of the Southeast Quarter of Section 27, Township 15 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Section 27, marked by an iron pipe found in place; thence North 00 degrees 54 minutes 39 seconds West on and along the West line of said Quarter Section 762.79 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 54 minutes 39 seconds West on and along the said West line 746.20 feet to a point on the centerline of Churchman Avenue marked by a Brass Monument found in Place; thence South 77 degrees 52 minutes 44 seconds East on and along the centerline of said Churchman Avenue 246.31 feet; thence South 00 degrees 54 minutes 39 seconds East parallel to said West line 686.35 feet; thence South 88 degrees 03 minutes 38 seconds West 240.00 feet to the POINT OF BEGINNING.

PARCEL 2:

Part of the Southeast Quarter of Section 27, Township 15 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Section 27, marked by an iron pipe found in place; thence North 88 degrees 03 minutes 38 seconds East, 240.00 feet to the POINT OF BEGINNING; thence North 00 degrees 54 minutes 39 seconds West parallel to the West line of said quarter section, 762.79 feet; thence North 88 degrees 03 minutes 38 seconds East 145.78 feet; thence North 00 degrees 54 minutes 39 seconds West parallel to said West line 650.00 feet to a point on the centerline of Churchman Avenue; thence South 77 degrees 52 minutes 44 seconds East on and along the centerline of said Churchman Avenue 102.64 feet; thence South 00 degrees 54 minutes 39 seconds East parallel to said West line 1387.85 feet; thence South 88 degrees 03 minutes 38 seconds West 245.80 feet to the POINT OF BEGINNING.

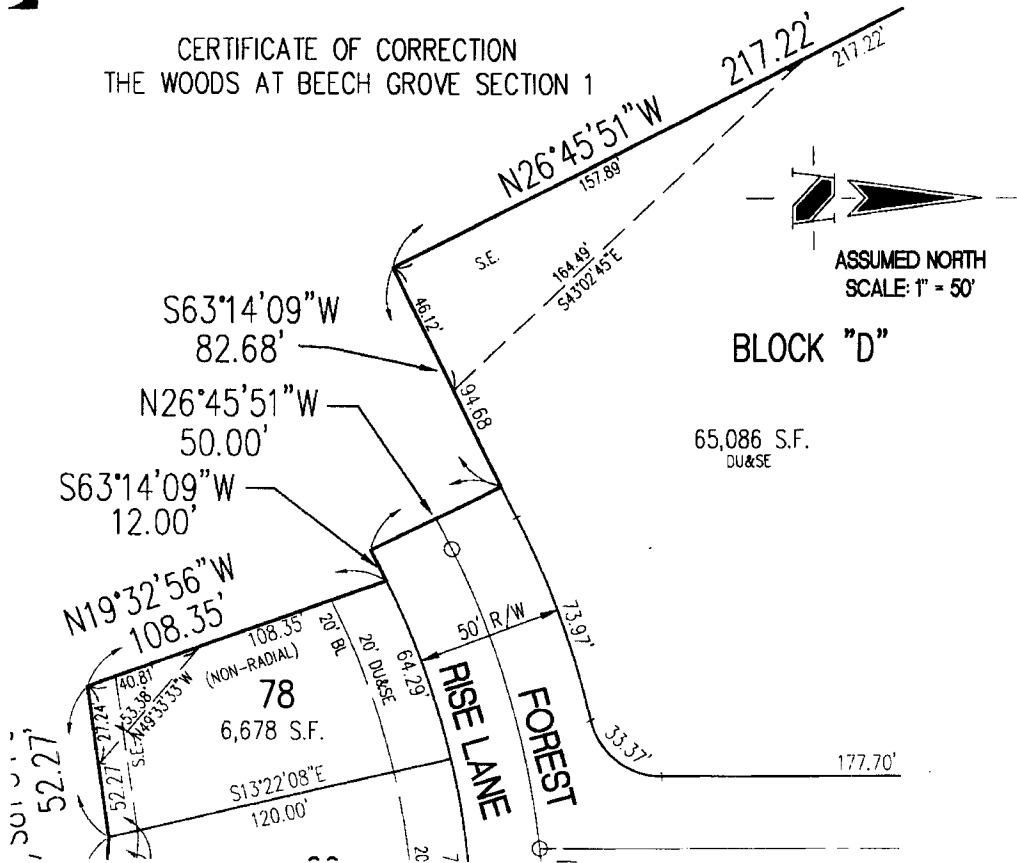
EXHIBIT "A"

Part of the West Half of the Southeast Quarter of Section 27, Township 15 North, Range 4 East, more particularly described as follows:

Beginning on the South line of said Quarter Section at a point 485.80 feet East of the Southwest thereof; thence running East along and with the said South line 563.50 feet to a point; thence North parallel with the West line of said Half Quarter Section 1249.88 feet to the center of Churchman Road; thence Northwesterly along and with the centerline of said Road 578.19 feet to a point; thence South parallel to the West line of said Half Quarter Section, 1387.75 feet to the place of beginning.

CASE NO. 225671

**CERTIFICATE OF CORRECTION
 THE WOODS AT BEECH GROVE SECTION 1**

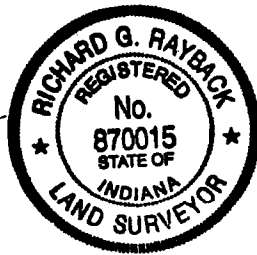


I hereby certify that The Schneider Corporation prepared the plat known as "THE WOODS AT BEECH GROVE SECTION 1" as a subdivision in Marion county, Indiana, the plat of which was recorded as instrument number 980027455 on the 23rd. of February, 1998 in the Office of the Recorder of Marion County, Indiana.

This instrument is filed for the purpose of correcting said plat. The plat is corrected by adding the sewer easements on lot 78 and Block "D".

Certified this 4th. day of March, 1998

Richard G. Rayback
 Richard G. Rayback
 Registered Land Surveyor
 Indiana #870015



SUBJECT TO FINAL ACCEPTANCE
 FOR TRANSFER
 119142 MAR-58
 JOHN R. VON ARX

In witness whereof, the above signed, has hereunto caused his name to be subscribed this 4th day of March, 1998.

State of Indiana)
 County of Marion)

Before me a notary public, in and for the county and state, personally appeared Richard G. Rayback and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed his signature thereto.

Witness my signature and notarial seal this 4th. day of March, 1998

Notary Public *Catherine Smith*
 (Catherine Smith)

My commission expires 7-10-99

County of Marion

03/05/98 04:17PM JOAN W. ROMERIL MARION CTY RECORDER MEM 11.00 PAGES: 1
 Inst # 1998-0036141

4

AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS

FOR

THE WOODS AT BEECH GROVE HOMEOWNERS ASSOCIATION

This Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for The Woods at Beech Grove Homeowners Association ("Amendment") is made as of the 24 day of JANUARY 1999, by M/I Schottenstein Homes, Inc., an Ohio Corporation (hereafter "Developer" or "Declarant").

- 1. WHEREAS, Declarant is the developer of certain real estate in Marion County, State of Indiana, more particularly described in Exhibit "A", attached hereto and, by this reference, made a part hereof (hereafter referred to as the "Real Estate"); and
- 2. WHEREAS, Declarant created a residential community on the Real Estate known as The Woods at Beech Grove Association (the "Development"); and
- 3. WHEREAS, Declarant has caused to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name of The Woods at Beech Grove Homeowners Association, Inc.; and
- 4. WHEREAS, Declarant has created and recorded covenants and restrictions to govern the use and maintenance of the Real Estate comprising the Development, said covenants and restrictions being titled Declaration of Covenants, Easements, Conditions and Restrictions for The Woods at Beech Grove Homeowners Association ("Declaration") and recorded on February 23, 1998, in the office of the Recorder of Marion County, Indiana under Instrument No. 98-0027453; and
- 5. WHEREAS, the Declaration provides in Article X, Paragraph C, that prior to the Turnover Date, the Developer may, in its sole and absolute discretion, unilaterally amend the Declaration at any time, without the consent of any other Owners; and
- 6. WHEREAS, the Turnover Date as defined in Article V, Paragraph C of the Declaration has not yet occurred; and
- 7. WHEREAS, Declarant has discovered a section of Declaration which Declarant wishes to amend in order to avoid any potential confusion and/or conflict.

APPROVED THIS 5th
 DAY OF FEBRUARY 1999
 FRANKLIN TOWNSHIP ASSESSOR
Martin Knapke... DRAFTSMAN

MARTIN A. WOMACKS
 163156 FEB-58
 3156-208
 FOR TRANSFER

4 PAGES: 4
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 DE/25/99 08:20AM MARION COUNTY RECORDER

8. NOW, THEREFORE, Declarant amends the Declaration of Covenants, Easements, Conditions and Restrictions for The Woods at Beech Grove Homeowners Association as follows:

- 1. Existing Paragraph VIII.A.3. is hereby deleted and replaced with the following language:

VIII.A.3. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuilding shall be erected on any of the residential lots.

IN WITNESS WHEREOF, the Declarant/Developer has caused the execution of this Amendment as of the date first above written.

Signed and acknowledged in the presence of:

M/I SCHOTTENSTEIN HOMES, INC.
an Ohio Corporation

Bruce Selare
Witness Name: BRUCE SELARE

BY: Cliff White
Print Name: CLIFF WHITE
Title: Dir. Pres.

Witness Name: _____

STATE OF IN)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Cliff White, Dir. President, on behalf of M/I Schottenstein Homes, Inc., an Ohio Corporation, who acknowledged the execution of the foregoing.

Witness my hand and Notarial Seal, this 24 day of January, 1999.

My Commission Expires: 3-9-2001

Don Kunkel
Notary Public (Signature)

County of Residence: MARION

Don Kunkel
Name Printed

This instrument was Prepared By:
Matthew R. Clark, Esq.
CLARK, QUINN, MOSES & CLARK
One Indiana Square, Ste. 2200
Indianapolis, Indiana 46204-2011



EXHIBIT "A"

PARCEL 1:

Part of the Southeast Quarter of Section 27, Township 15 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southwest corner of said Southeast Quarter of Section 27, Township 15 North of Range 4 East, thence east along the South line of said Section 27, 240 feet, thence north and parallel to the West line of said Southeast Quarter 1448 feet more or less to the center of the Contested Pleasant View and Bethel Gravel Road, now Churchman Avenue, thence in a northwesterly direction along the center of said Road 246-3/10 feet to the West line of said Southeast Quarter of Section 27, thence south along the West line of said Southeast Quarter, 1507 feet to the place of beginning.

EXCEPT:

Part of the Southeast Quarter of Section 27, Township 15 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

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PARCEL 2:

Part of the Southeast Quarter of Section 27, Township 15 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

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EXHIBIT "A"

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Beginning on the South line of said Quarter Section at a point 485.80 feet East of the Southwest thereof; thence running East along and with the said South line 563.50 feet to a point; thence North parallel with the West line of said Half Quarter Section 1249.88 feet to the center of Churchman Road; thence Northwesterly along and with the centerline of said Road 578.19 feet to a point; thence South parallel to the West line of said Half Quarter Section, 1387.75 feet to the place of beginning.

CASE NO. 225671
