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Cross Reference - Declaration of Covenants, Conditions, and Restrictions of Britton Ridge recorded with the Recorder of Hamilton County, Indiana on the 24th day of January, 1994, as Instrument Number 94-03741, and First Amendment to Declaration of Covenants, Conditions and Restriction of Britton Ridge recorded with the Recorder of Hamilton County, Indiana on the 13th day of July, 1994, as Instrument Number 94-31153.

Tracy S. Clark
RECORDER
HAMILTON CO., IN
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SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF BRITTON RIDGE

This Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of Britton Ridge (hereafter "Second Amendment") is made this 22nd day of June, 1995, by Crossmann Communities Partnership, an Indiana general partnership (hereafter "Declarant");

WITNESSETH:

WHEREAS, the Declarant, executed the Declaration of Covenants, Conditions, and Restrictions of Britton Ridge (hereafter "Declaration"), and caused the Declaration to be recorded in the Office of the Recorder of Hamilton County, Indiana, on the 24th day of January, 1994, as Instrument Number 94-03741;

WHEREAS, the Declarant thereafter executed the First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Britton Ridge and caused the same to be recorded in the Office of the Recorder of Hamilton County, Indiana on the 13th day of July, 1994, as Instrument Number 94-31153 (hereafter "First Amendment");

WHEREAS, the Declarant is desirous of again amending the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The first sentence of Section 3.7 on page 6 of the Declaration is hereby deleted, in its entirety, and replaced by the following:

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"There are strips of ground reserved for drainage, utility, sanitary sewer and storm sewer easements (D&U.E., D.S.S. & U.E., and D.S. & U.E.) shown on the Plat which are hereby reserved to the appropriate governmental entities and public utilities for the installation and maintenance of swells, ditches, sanitary sewers, pipes, drains, manholes, storm sewer, detention and retention areas or other drainage facilities". Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water, 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 the drainage 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. All proper governmental agencies or departments as well as all private and public 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 this plat by the appropriate governmental agency or department and the requirements of all drainage permits for the plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the developer, his engineer and agents from all liability as to damage caused by storm waters or storm drainage. No mounding shall be placed (i) in or on the 15' drainage, sanitary sewer and utility easement adjacent to Cumberland Road and located on Lots 35 through 51 or (ii) in or on the 15' drainage, sanitary sewer and utility easement adjacent to 126th Street and located on Lots 52 through 61 and Lots 63 and 64.

2. The following in Section 6.23 is hereby added to the Declaration immediately after what is entitled in the Declaration as "Section 6.22 Outside Use of Lots", as follows:

"Section 6.23 Manholes. Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of sanitary sewer manhole castings."

3. All other terms, conditions, and provisions of the Declaration and the First Amendment which are not hereby modified or superseded shall remain in full force and effect, and the Declaration and First Amendment, as hereby modified and amended, shall remain in full force and effect.

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IN WITNESS WHEREOF, Crossmann Communities Partnership, an Indiana general partnership, has caused this Second Amendment to be executed as of the date first above written.

CROSSMANN COMMUNITIES PARTNERSHIP,
an Indiana general partnership

BY: TRIMARK DEVELOPMENT, INC.,
general partner

By: Richard H. Crosser
Richard H. Crosser, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Richard H. Crosser, and having been duly sworn, acknowledged execution of this Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Britton Ridge as Vice-President of Trimark Development, Inc., an Indiana corporation a general partner of Crossmann Communities Partnership, an Indiana general partnership.

Witness my hand and Notarial Seal this 22nd day of June, 1995.

My Commission Expires:
May 21, 1997



Residing in Hendricks County

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

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