

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

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

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

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

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

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

If an addition or amendment is not considered as a material change, such as the correction of a technical error or the clarification of a statement within the Declaration, Association Articles, Association By-Laws or other constituent documents, there shall be an implied approval to be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after proposal is made. 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;

(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, CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership, has caused this Declaration to be executed as of the date first written above.

**CROSSMANN COMMUNITIES PARTNERSHIP
an Indiana general partnership**

By: **DELUXE HOMES, INC.**
General Partner

By: 
Richard H. Crosser, President

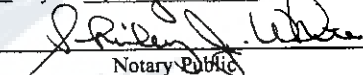


STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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 Declaration of Covenants, Conditions and Restrictions of Augusta Green as President of Deluxe Homes, Inc., an Indiana corporation, a general partner of Crossmann Communities Partnership, an Indiana general partnership.

Witness my hand and Notarial Seal this 20th day of August, 1996

My Commission Expires:
May 26, 1997


Notary Public

Residing in Hendricks County

Shirley J. White
Printed Name

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

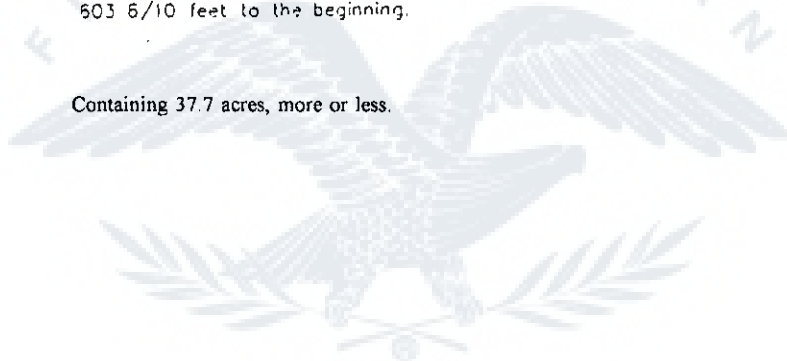
P:\USER\MARGIE\CROSSMANN\AUGUSTA COV

EXHIBIT "A"

Part of the Northwest Quarter of the Southeast Quarter and part of the Northeast Quarter of the Southwest Quarter, all in Section 30, Township 17 North, Range 3 East in Marion County, Indiana, described as follows:

Beginning at the Southwest corner of the Northeast Quarter of said Southwest Quarter and running East with the South line of the North Half of the South Half of said Section, 2690 1/2 feet to the Southeast corner of the Northwest Quarter of said Southeast Quarter; thence North with the East line of the Northwest Quarter of said Southeast Quarter 620 6/10 feet; thence West parallel to the North line of the South Half of said Section 2687 4/10 feet to the West line of the Northeast Quarter of said Southwest Quarter; thence South 603 6/10 feet to the beginning.

Containing 37.7 acres, more or less.



||| T