CROSS REFERENCE

APPROVED 7-3-90
WASHINGTON TOWNSHIP ASSESSOR
BY: [illegible] Real Estate Deputy

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DEPT. MARIO DEWIS COMPANY

FIRST AMENDMENT TO THE SECOND AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF BEAUMONT ON THE GREEN

THIS FIRST AMENDMENT made this 12th day of April, 1990 by Declarant, Beaumont on the Green, Inc. and approved by seventy-five percent (75%) of the Members of Beaumont on the Green Homeowners Association, Inc. ("Association");

W I T N E S S E T H:

WHEREAS, the following facts are true:

A. On the 24th day of March, 1981, Declarant filed of record a Declaration of Covenants, Conditions and Restrictions of Beaumont on the Green Section I in the Office of the Recorder of Marion County, Indiana as Instrument No. 81-17141.

B. On the 18th day of May, 1981, Declarant filed an Amended Declaration of Covenants, Conditions and Restrictions of Beaumont on the Green Section I dated May 19, 1981 and recorded as Instrument No. 81-30582 in the Office of the Recorder of Marion County, Indiana.

C. On the 28th day of July, 1981, Declarant filed the First Amendment to the Amended Declaration of Covenants, Conditions and Restrictions of Beaumont on the Green Section I

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MARION COUNTY AUDITOR
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in the Office of the Recorder of Marion County, Indiana as Instrument No. 81-47121.

D. On the 22nd day of April, 1983, Declarant filed the Second Amended Declaration of Covenants, Conditions and Restrictions of Beaumont the Green in the Office of the Recorder of Marion County, Indiana as Instrument No. 83-26010 which is now the operative document and which together with the two Supplemental Annexations to Real Estate referred to in paragraphs E and F shall be referred to as the "Declaration."

E. On the 6th day of May, 1983, Declarant filed a Supplemental Annexation of Real Estate to the Declaration of Covenants, Conditions and Restrictions of Beaumont on the Green, as amended, in the Office of the Recorder of Marion County, Indiana as Instrument No. 83-29654.

F. On the 7th day of October, 1986, Declarant filed a Supplemental Annexation of Real Estate to the Declaration of Covenants, Conditions and Restrictions of Beaumont on the Green, as amended, in the Office of the Recorder of Marion County, Indiana as Instrument No. 86-0101025.

G. With the recording of the two Supplemental Annexations of Real Estate all of the property originally contemplated to be annexed to and be a part of Beaumont on the

Green has been annexed to Beaumont on the Green and is subject to the Declaration.

H. The Declaration relating to Beaumont on the Green contemplated the development of the 32 Lots in Beaumont on the Green with 32 buildings, each of which would contain two dwelling units.

I. Declarant now desires to amend the Declaration to provide for the development on each Lot of either (1) two attached single-family dwellings or (2) one detached single-family dwelling. The construction of detached single-family dwellings are permitted by variance petition 90-UV3-66 approved by the Metropolitan Board of Zoning Appeals on June 26, 1990.

J. Pursuant to Section 4 of Article VII of the Declaration at least seventy-five percent (75%) of all Members of the Association must consent to the Amendment. There are 25 Members of the Association and this Amendment, as indicated by the consent attached hereto, has been consented to by 20 Members or more than 75% of all Members.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 5 of Article I is hereby deleted in its entirety and the following inserted in lieu thereof:

> Section 5. "Lot" shall mean and refer to any plat of land designated as such upon a recorded subdivision map of the Properties upon which there [illegible] ld

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exist two attached Dwellings, or one detached Dwelling. The Properties consist of 32 Lots.

2. Section 6 of Article VI is hereby deleted in its entirety and the following is inserted in lieu thereof:

Section 6. "Dwelling" shall mean and refer to each of the individual family living units located on the Properties and the Half Lot or Full Lot conveyed with such living unit to the Owner.

3. A new Section 8 to Article I is added as follows:

Section 8. "Half Lot" shall mean a portion of a Lot on which an attached Dwelling exists or could be constructed. The owner of a Lot shall be considered the owner of two Half Lots.

4. Section 3 of Article III is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 3. Classes of Membership. The Association shall have two classes of Membership.

(a) Class A. Every person, group of persons or entity which is a record owner of a fee interest in any Half Lot shall automatically be a Class A Member of the Association; provided, however, that any such person, group, or persons or entity who

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holds such interest solely as security for the performance of an obligation shall not be a Member. A Class A Membership shall be appurtenant to and may not be separated from ownership of any Lot or Half Lot. Class A Members shall be entitled to one vote for each Half Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Half Lot, then the vote for the membership appurtenant to such Half Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Half Lot. In the event agreement is not reached, the vote attributable to such Half Lot shall not be cast.

(b) Class B. The Class B Member shall be the Declarant and shall be entitled to three votes for each Half Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

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(i) Whenever the total votes outstanding of Class A Membership equal the total votes outstanding in Class B Membership, or;

(ii) December 31, 1996.

5. Section 4 of Article IV is hereby deleted in its entirety and the following is inserted in lieu thereof:

Section 4. Uniform Rates of Assessment. Except as otherwise provided in this Section 4, both annual and special assessments shall be fixed at a uniform rate for all Dwellings. The Association may consider such factors as the sales price of each Dwelling, square footage and the replacement costs of the various component parts of each Dwelling which the Association is to maintain in determining the assessment to be paid by each Dwelling, Owner and the Declarant. In considering the various assessment costs, it is not necessary for the Association to apportion all constituent costs on the same basis but may use a different basis for each constituent cost so long as that basis is applied to all Owners and the Declarant for that particular constituent cost. In the event a Dwelling includes one Full Lot, the portion of the assessment applicable to such Dwelling relating to

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grounds and street maintenance shall be double the amount assessed against a Dwelling with a Half Lot. Annual assessments may be paid in a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors of the Association, but, if paid on other than an annual basis, default in the payment of any one installment, shall cause the entire unpaid assessment for the year in which the delinquency occurs to become immediately due and payable. The Association may offer a discount based upon the method of annual assessment payment chosen.

6. Section 6 of Article IV is hereby deleted in its entirety and the following is inserted in lieu thereof:

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall

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have the consent of two-thirds of the votes of each Class of Members who are voting either in person or by proxy at a meeting duly called for such purpose and further provided that if a special assessment is for capital improvement to the grounds or streets the assessment against the Owner of a Dwelling Unit with one Full Lot shall be double that of an Owner for a Dwelling with one Half Lot.

7. Section 5 of Article VII is hereby amended to read as follows:

(i) After the word "Lot" in the fourth line of subparagraph (a) of Section 5, the words "or Half Lot" are inserted;

(ii) After the word "Lots" in the second line of subparagraph (b) of Section 5, the words "or Half Lots" are inserted;

8. Article VII is hereby amended by adding a new Section 7 as follows:

Section 7. Conflict. To the extent there is any conflict between the provisions of this Declaration, as amended, and the Articles of Incorporation or By-Laws of the Association, this Declaration, as amended, shall govern and the Articles and By-Laws shall be deemed to be amended to conform.

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9. Section 1 of Article VIII is hereby amended by deleting the word "Lot" in the title and inserting in lieu thereof the word "Dwelling" and by deleting the words "Lot or" in the fifth line of Section 1.

10. Subparagraph (m) of Section 3 of Article IX is hereby deleted in its entirety and the following inserted in lieu thereof:

(m) The Property shall be developed and used only for residential uses and for the use and maintenance of non-commercial recreational facilities constructed as an amenity to and owned in common by the Owners.

11. Paragraph (n) of Section 3 of Article IX is hereby deleted in its entirety and the following inserted in lieu thereof:

(n) No more than sixty-four (64) Dwellings shall be constructed upon the Property; however, it is permitted that recreational facilities and similar amenities may be constructed so long as such facilities are not made available for public use.

12. Paragraph (o) of Section 3 of Article IX is hereby deleted in its entirety and the following inserted in lieu thereof;

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(o) Each Dwelling shall be developed in such a manner as will permit it to be individually sold as a part of a permanent home community.

13. Subsection q of Section 3 of Article IX is hereby amended to read as follows:

(q) All Dwellings shall have a two car or larger garage.

14. Section 3 of Article IX is hereby amended by adding new paragraphs (r) and (s) as follows:

(r) Each Lot in the Property shall be developed with two (2) attached single family residences or one (1) single family residence.

(s) In the event single family detached homes are constructed on two Half Lots, the following shall be applicable to such units:

(i) Notwithstanding the provisions of paragraph (p) of this Section 3, no such unit shall be less than 2,500 square feet in size (exclusive of garages, patios, porches and basements) nor more than 5,500 square feet in size (exclusive of garages, patios, porches and basements); provided, however, the Residence Committee (as hereafter defined) may, at a special meeting called for such purpose, permit (by majority vote) a single-family detached Dwelling to have 6,000 square feet.

(ii) The architectural style of any single family detached home shall be substantially similar to that of the existing attached homes.

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(iii) No single family detached home shall have more than a three car garage nor more than three single garage doors or one single (and one double garage door.

(iv) Any swimming pool constructed with a detached Dwelling shall be limited in dimensions to 15 feet by 30 feet and shall provide by means of a brick wall adequate screening of such pool from other Dwellings. Deviation from the above criteria may be approved by a majority vote of the Residence Committee held at a special meeting of the Residence Committee.

(v) All single family detached homes must be constructed by H. Emerson Young or a company controlled by H. Emerson Young.

15. Residence Committee. Article IX is hereby amended by adding a new section 5 as follows:

Section 5. The Board of Directors of the Association shall appoint a single family residence committee ("Residence Committee") consisting of five (5) members of the Association (exclusive of H. Emerson Young, his family or employees). Any single family detached Dwelling proposed to be constructed on any Lot must first be approved by a majority of the members of the Residence Committee. Once approval has been given, no significant exterior changes shall be allowed unless such changes are first approved by the Residence Committee. No member may be on the Residence Committee

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for more than two (2) successive years. If a member has served on the Residence Committee for two (2) successive years, such member must, prior to serving on the Residence Committee for another year, not be a member of the Residence Committee for at least one (1) year.

IN WITNESS WHEREOF, Beaumont on the Green, Inc., Declarant, has caused this First Amendment to the Second Amended Declaration of Covenants and Restrictions of Beaumont on the Green to be executed.

BEAUMONT ON THE GREEN, INC.

By: Harold E. Young Jr.
Harold E. Young, Jr.
President

By: Betty C. Young
Betty C. Young
Secretary

This First Amendment to the Second Amended Declaration of Covenants and Restrictions of Beaumont on the Green is hereby consented to by the undersigned Owners constituting more than seventy-five percent (75%) of all Members of the Beaumont on the Green Homeowners Association, Inc. as required pursuant to Section 4 of Article 7 of the Declaration.

This instrument prepared by Philip A. M[illegible]ey-at-Law, Bose, McKinney & Evans, 8888 Keystone Crossing, Suite 1201, Indianapolis, Indiana 46240

OWNER:	ADDRESS:
Wanda Y. Crunning	7921 Beaumont Green Place
Gene Deitekamp	7931 Beaumont Green
George L. Varnes	8019 Beaumont Green E. Dr.
M. Anne French	7914 Beaumont Green E. Dr.
R. J. Catterson	7950 Beaumont Green E. Dr.
James M. Cook	7967 Beaumont Green E. Dr.
Charles O. McGaughey	8023 Beaumont Green E. Dr.
Amanda L. Wilson	7925 Beaumont Green E. Dr.
Felix T. McWhirter	7955 Beaumont Green E. Dr.
Efran Braunstein	5026 Beaumont South
Suzanne B. Jones	8022 Beaumont Grn., E. Dr.
Suzanne Knoebel	7951 Beaumont Green, E
Alice Marie Rogge	7937 Beaumont Green E. Dr.
Louise Hanley Noel	7927 Beaumont Green Place

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OWNER:	ADDRESS:
W. Brooks Fortune W. Brooks Fortune	7943 Beaumont Green, E. Dr.
William T. Marsh William T. Marsh	5013 Beaumont Green, W. Dr.

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Floyd Ritter	7920 Beaumont Green West Drive
Floyd Ritter	7920 Beaumont Green West Dr.

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Joe Flynn	7924 Beaumont Green Place
J L Flynn	7924 BEAUMONT GREEN PL
	Indpls, IN. 46250

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Jack Hunter	7930 Beaumont Green Place
8/28/90 Jack A. Hunter	7930 Beaumont Green Place

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James Kennedy	8017 Beaumont Green East Drive

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STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Harold E. Young and Betsy C. Young, by me known and by me known to be the President and Secretary, respectively, of Beaumont on the Green, Inc., who acknowledged the execution of the foregoing "First Amendment to the Second Amended Declaration of Covenants and Restrictions of Beaumont on the Green" on behalf of said corporation.

Witness my hand and Notarial Seal this 12th day of April, 1990.

My Commission Expires:

June 26,1993

My County of Residence:

Marion

Catherine J. Kreipke
Notary Public

Catherine J. Kreipke
(Printed Signature)

APPROVED
DMD-DDS BY DSG

6-29-90

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in ~~and for said County~~ and State, personally appeared Wanda Y. Manning, Gene Dellekamp, George L. Varnes, M. Anne French, R. J. Catterson, James M. Cook, Charles O. McGaughey, Amanda L. Wilson, Felix T. McWhirter, Ethan Braunstein, Suzanne B. Jones, Suzanne Knoebel, Alice Marie Roggie, Louise Hanley Noel, W. Brooks Fortune, William T. Marsh, Floyd Ritter, Joe Flynn, Jack A. Hunter and James Z. Kennedy and acknowledged the execution of the consent to the foregoing "First Amendment to the Second Amended Declaration of Covenants and Restrictions of Beaumont on the Green" as their voluntary act and deed.

WITNESS my hand and Notarial Seal this 12th day of April, 1990.

My Commission Expires:

June 26, 1993

My County of Residence:

Marion

Catherine J. Kreipke
Notary Public

Catherine J. Kreipke
(Printed Signature)

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