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STANDARD DECLARATION OF

Covenants, Conditions and Restrictions

OF

A CONDO ON THE GREEN

SECTION 1

Pursuant to Article VII of the Declaration of Covenants, Conditions and Restrictions for Monument on the Green, dated the 24th day of June, 1981, and recorded on the 24th day of June, 1981, as Instrument Number 1981-12121, the terms and conditions of said Declaration are amended to read as follows:

WHEREAS, the Owner is the Owner of certain real estate in Indianapolis, County of Marion, State of Indiana, which is more particularly described on Exhibit "A" (subject to certain easements for utilities servicing the property) attached hereto and made a part hereof. The real estate described on Exhibit "A" is hereinafter called Monument on the Green or "Property".

WHEREAS, the Owner intends to develop the Property by subdividing the predominant portion of the Property into "lots," that are to be used for residential purpose as well as, common area real estate that is owned by a homeowners association in which the Owner of a Dwelling must belong and pay lien-supported maintenance assessments, and

WHEREAS, the Owner by this Declaration intends to subdivide a certain portion of the Property into "lots" for construction residential Dwellings, and

WHEREAS, at the time of the conveyance of a Lot, the Owner grants the Owner all easements and rights of way that exist on the Property, if any, as they are built, and at the time of completion development, the entire Property described in Exhibit "A", excluding the lots and dedicated streets of any, shall be conveyed without cost or charge to the Association.
... hereby declare that all of the lots herein located are to be held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Conditions, Restrictions, and Covenants, Conditions, and Restrictions, all of which shall be binding upon and run with the land and shall be binding upon and run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any interest, legal or equitable, in and to the real property and any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any real estate within the Properties, as shown on Exhibit "A", to include any real estate so provided, however, that the Declarant may not plat and therefore include

more than a maximum of 9 residential lots, each lot containing 1 two-family building, within the land shown on Exhibit "A".

ARTICLE I
DEFINITIONS

Section 1. "Declarant" shall mean and refer to HARVEY L. YOUNG, JR., its successors and assigns as a Declarant.

Section 2. "Association" shall mean and refer to BEAUMONT ON THE GREEN HOMEOWNERS ASSOCIATION, INC., to be formed as a not-for-profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of a fee simple title to any dwelling located within the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to the certain real estate described on Exhibit "A".

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ARTICLE II
PROPERTY RIGHTS IN COMMON AREA

Section 1. Owner's Right of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

d) The right of the Association to suspend the voting rights and right to the use of the Common Area by an Owner for any period during which any assessment against his Dwelling remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each Class Members, agreeing to such dedication or transfer, has been recorded;

f) The right of the Association or Decedent to place reasonable restrictions upon the use of the Common Area beneficial to all Owners.
ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Homesteaders Association. There is hereby created a non-profit Homesteaders Association, known as the Homesteads on the Green Homesteaders Association, Inc., which shall be responsible for the maintenance of the Common Areas and upon each Lot as more specifically set forth in these Articles.

Section 2. Membership of Association. Every Owner of a Lot or Dwelling which is subject to assessment, and defined in Article IV, Section 1, shall be a member of the Association. For the purposes of determining classes of membership, a Class A Member shall be the Owner of any conveyed Dwelling, and a Class B Member shall be the Declarant.

Section 3. Classes of Membership. The Association shall have two (2) classes of Membership:

a) Class A. Every person, group of persons, or entity which is a fee owner, Owner of a fee interest in any Dwelling or Owner of a portion of a Lot upon which a residence has not yet been erected upon the Property, shall automatically be a Class A Member of the Association; provided, however, that any such person, group of persons, or entity who 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 Dwelling or Lot portion upon which a residence has not been constructed which is subject to assessment. Class A Members shall be entitled to one (1) vote for each Dwelling or Lot portion 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 Dwelling or Lot portion, then the vote for the membership...
Section 1. Creation of the Class B Status.

Each owner of any lot or building shall be entitled to vote in the following manner in the election of members of the Association:

[Text continues with detailed description of voting and membership rights, including provisions for the creation of the Class B Status and other relevant clauses.]
The annual assessment to the purposes and not for usual and ordinary expenses of the common area and facilities. This fund for such expenses shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in the county in which the association is located. One and not more than 10% of the assessment allocable to the purposes of the common area and facilities shall be deposited and maintained in an interest bearing account as defined above.

In addition to the annual assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the dwelling and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be also the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successor in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the dwelling subject to foreclosure.

Section 2. Purpose of Assessments. The assessments levied by the Association on a dwelling shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common areas and of the dwellings situated upon the properties.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein, shall commence as to each owner of a dwelling located within the properties, on the first day of the month following the initial conveyance of the dwelling to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment to be paid by each Class A and Class B Member against each dwelling at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Class A and Class B Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified dwelling have been paid. A properly executed certificate of the Association as to the status of assessment on a dwelling is binding upon the Association on the date of its issuance.
shall be fixed at a uniform rate for all
units.

The amount of the dues hereunder shall be

 determined by the Board of Directors for each year

 by the adoption of a uniform rate for all

 units.

amount of any one installment, shall cause the entire unpaid
amount of the dues for the year in which such delinquency occurs to
become immediately due and payable.

Section 3. Annual Assessment. For the ensuing three

 Calendar Years the first annual assessment, because of uncer-

tainties in utility and common area expenses due to the

Indiana real property reassessment, rising cost of energy, and

other unforeseeable costs and expenses, the Board of Directors

may increase the assessment by an amount not to exceed twenty percent (20%) per annum without vote of the Membership.

However, in each instance shall be documented by normal
documentation procedures and distributed to the Membership to
demonstrate that such increases are attributable to increases in oper-
ating expenses and in no portion of such increases shall more to
the benefit of the Managers and the monies received shall be
totally expended on association expenses.

3. The maximum annual assessment for a Dwelling may be increased in any year without a vote of the Membership, as provided below on the basis of the "Revised Consumer Price Index

Cities (1957-1959 = 100)" (hereinafter called "CPI"), published

by the Bureau of Labor Statistics of the United States Department

of Labor. The CPI Number indicated in that column for the City of

Indianapolis, entitled "All Items", for the month of November of

the year preceding the year in which the conveyance of the first

Dwelling to an Owner occurs shall be the "Base CPI Number".

and the corresponding CPI Number for the month of November of the

year in which the conveyance of the first Dwelling to an Owner shall be

"Current CPI Number". The Current CPI Number shall be divided by

the Base CPI Number. The quotient thereof, plus one (1), and the resulting positive

number shall be deemed to be the maximum percentage that the annual

assessment for a Dwelling may be increased upon the maximum

assessment for the previous year without a vote of the Membership.

Each succeeding year thereafter, the maximum percentage increase

of assessment over the previous year without a vote of the Member-

ship shall be determined in a like manner; provided, however, the

Base CPI Number for each previous year shall be deemed the Base

CPI Number for each succeeding year in the computation of the max-

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In the event the actual percentage increase by the Association is less than the percentage allowed without a vote of the Membership, the difference, both in the initial percentage increase and the maximum percentage increase, may be added to the percentage increase for the following year in determining the maximum percentage increase of the assessment allowed without a vote of the Membership for such year.

b) From and after January 1 of the year immediately following the occurrence of the first Dwelling to an Owner, the maximum annual assessment per Dwelling may be increased above the maximum percentage determined in Paragraph a) of this Section 6 by a vote of two-thirds (2/3) of the votes of each Class of Members who are voting either in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided herein.

Section 7. 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 in 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 Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) 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.

Section 8. Notice and Quorum for any Action Authorized Under Sections 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 or 6 shall be sent to all Class A and Class B Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Class A and Class B Members or of proxies entitled to cast two-thirds (2/3) of all the votes of the Class A and B Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Effect of Non-Payment of Assessments: Remedy of the Association. Any assessment for a Class A or Class B Membership not paid within thirty (30) days after the due date
If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of one and one-third percent (1 1/3%) per month. The corporation may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the dwelling. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his dwelling. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

SECTION 9. Subordination of the Lien in Mortgages. The lien of the assessments provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any dwelling shall not affect the assessment lien. However, the sale or transfer of any dwelling pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to pays the which became due prior to such sale or transfer. No sale or transfer shall relieve such dwelling from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Dwelling in subject to assessment hereunder, as follows: paint, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and collector roads and other exterior improvements. Such exterior maintenance shall not include glass surfaces, doors, windows or private patios. In the event the need for maintenance or repair of a Dwelling or the improvements thereto is caused through the willful or negligent act of the family, guests or invitees of the dwelling or improvements thereof needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Dwelling is subject. The Association, its employees, agents or designees are hereby granted a blanket easement over and upon the Properties, except for the interior of any Dwelling, for the purpose of exterior and ground maintenance.

ARTICLE VI
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Building shall be owned and maintained by the owner of the Dwelling on the opposite side of the wall.

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shall constitute a party wall. To the extent not inconsistent
with the provisions of this Article, the general rules of law of
that state of Indiana regarding party walls and liability for pro-

Section 4. Building, Repair, and Maintenance. The cost of
reasonable repair and maintenance of a party wall shall be shared
by the owners who make use of the wall in proportion to such use.

Section 5. Destruction by Fire or Other Casualty. If a
party wall is destroyed or damaged by fire or other casualty, any
owner who has used the wall shall restore it, and if the other
owners, theretofore using the wall, shall contribute to
the cost of restoring the wall in proportion to such use without
prejudice, however, to the right of any such owner to call for a
claim against the others under any rule or law regard-
ing liability for negligent or willful acts or omissions.

Section 6. Reimbursement. Notwithstanding any other pro-
visions of this Article, an owner who by his negligent or willful
act causes the party wall to be exposed to the elements shall bear
the whole cost of furnishing the necessary protection against such
element.

Section 7. Right to Contribute Pans with Land. The right
of any owner to a contribution from any other owner under this
Article shall be appurtenant to the land and shall pass to such
owner's successors in title.

Section 8. Arbitration. In the event of any dispute
arising concerning a party wall, or under the provisions of this
Article, each party shall choose one arbitrator, and such arbi-
trators shall choose one additional arbitrator, and the decision
shall be by a majority of all the arbitrators.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. These covenants, conditions and
restrictions may be enforced by the Association or any owner.
Enforcement of such covenants, conditions and restrictions shall
be by any proceeding at law or in equity against any person or
persons violating or attempting to violate any covenant condition.
Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. Except where perpetual covenants or restrictions are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or anyone of any Dwelling subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date of the recording of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a two-thirds (2/3) vote of all Class A Members of the Association, such covenants and conditions are amended, altered or revoked.

Section 4. Amendment. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of all Members, and thereafter by an instrument signed by not less than two-thirds (2/3) of all Members. Any amendment must be recorded in the Office of the Recorder of Marion County, Indiana. No such agreement to amend, in whole or in part, shall be effective unless a written notice of the proposed agreement is sent to every Member at least thirty (30) days in advance of any action taken and no such agreement shall be effective with respect to any permanent covenants or other permanent rights or interest relating to the Common Area herein created.

Section 5. Reservation of Rights. Declarant reserves the following rights in the Property until ten (10) years after the recording date of this document or his conveyance of the last Dwelling which he comes first.

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ARTICLE VII

MORTGAGES' RIGHTS

Section 1. Right of Mortgagee of a Lot. Upon written request in a mortgagee of the Association, a mortgagee of a dwelling shall be entitled to receive written notice of any default, in default within sixty (60) days after the occurrence, in the case of the lot or dwelling of the obligation of the mortgagor to the Association, under the Declaration, the By-Laws of the Association or the Articles of Incorporation of the Association. The request for notice shall be made by any mortgagee of a dwelling

Section 2. Right of First Refusal. Any right of first refusal now or hereafter contained in this Declaration or any amendment or modification hereto or otherwise arising in favor of the Association or certain owners of dwellings shall not apply to or prejudice or impair in any way the right of the first mortgagee to foreclose or take title to any dwelling pursuant to the remedies provided in its mortgage; but accept a deed or assignment in lieu of foreclosure in the event of a default under the mortgage; or sell or lease a unit acquired by the mortgagee.

Section 3. Right of Mortgagees. Unless at least twenty-five percent (25%) of the first mortgagees (based upon one vote for each first mortgage (owed), or the Class A members have given their prior written approval, the Association shall not

al by an act of amendment, sale to a member, compared, subdivided, or changed, all or transferred the Properties of Common Area or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the Dwellings. The granting of easements for public utility or for other public purposes consistent with the intended use of the Properties of the Association shall not be deemed to constitute the meaning of this clause.
Section 4. Right to Inspect Books and Records. Mortgagors, their successors or assignees, shall have the right to examine the books and records of the Association.

Section 5. Taxes and Insurance. First mortgages of Dwellings may, jointly or singly, pay taxes or other charges which are in default and which may not become a charge against any Common Area and may pay, pursuant to any agreement or contract, or agree to pay, any premiums on hazard insurance policies, or assure new hazard insurance coverage on the expense or policy, for such Common Area and first mortgages making such payments shall be considered to have paid for such Common Area and shall be reimbursed immediately thereafter by the Association. The Association shall duly execute an agreement in such form as the Board of Directors may require, and shall deliver an original or certified copy of such agreement to all first mortgagees.

Section 6. Insurance Proceeds, and Condemnation Awards. No provision of this Declaration, or any other document or instrument affecting the title to the Property, Common Area, any Dwelling or the organization or operation of the Association shall give a Dwellings Common Area or any other party, priority over any first mortgages of Dwellings within the Property pursuant to the terms of this Declaration in the case of a distribution to Dwellings Owners of insurance proceeds or condemnation awards for losses to or taking of Common Area.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee. The Architectural Control Committee shall consist of the President of the Association.
Section 2. Fences. Except for original construction, no fence, hedge or wall shall be constructed upon the Property without the prior written approval of the Board of Directors of the Association or its duly empowered Architectural Control Committee.

Section 4. Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction.

a) No nuisance or offensive trade or activity shall be carried on upon any lot or any Dwelling, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the owner of any Lot or Dwelling.

b) The maintenance, keeping, breeding and/or raising of animals, livestock or poultry of any kind, regardless of breed.
except as elsewhere provided. No junk vehicle, motorhome, commercial vehicle, trailer truck, campers, camp trailers, houseboats, boats or the like, shall be kept upon the Properties except in enclosed garages nor (except in bona fide emergencies) shall the repair of extraordinary, maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board of Directors, provide and maintain in a suitable area designated for the parking of such vehicles or the like.

4) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

5) In order to facilitate the free movement of passing vehicles, no automobiles belonging to owners shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

6) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the property at any time.

7) Except for entrance signs, directional signs, community "home" and like, no signs of any character shall be erected, posted or displayed upon, in or about any Lot situated upon the Properties, provided however, if specifically permitted by a written resolution adopted by the Board of Directors.

8) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Property which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard drainage or flow of any drainage channels.

9) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position when not being used for immediate storage and usage.

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1) No television or radio antennae or antenna, or any signal of antennas, for reception of transmission shall be erected or upon any lot without the prior written consent of the Board of Directors, which consent shall not be unreasonably withheld.

2) No violation of any rules for the common area which may from time to time be adopted by the Board of Directors, or promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws, authorized to adopt such rules.

3) In addition to the following restrictions, all restrictions of the plat as to the use of the property are incorporated by reference herein as restrictions of this Declaration.

4) The property shall be developed and used only for single family residential use and for the use and maintenance of non-commercial recreational facilities constructed as an amenity to and owned in common by the owners of single family residences therein pursuant to the Property's By-Laws.

5) No more than one (1) single family dwelling unit 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.

6) Each dwelling unit shall be separately platted in such a manner as to permit it to be individually sold as a part of a permanent home community.

7) All structures upon the land shall be restricted to two stories in height and the minimum square footage shall be 1,500 square feet.

8) All dwelling units shall have a two-car garage.

Section 1. Right of Association to Remove or Correct Violations of This Article. The Association may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the owner, enter upon any lot or the exterior of any dwelling at reasonable hours on any day for the purpose of removing or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating any nuisance herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an Architectural Control Committee composed of three (3) or more members appointed by the Board.
ARTICLE VIII

RIGHT-OF-WAY

Section 1. Public and Non-Public Utility Easements and Rights of Way. There shall be and hereby are reserved, whether or not shown upon any Subdivision Plan of the Property, easements and rights of way for the benefit of governmental agencies, authorities and instrumentalities, and for the benefit of the Association and the Owners, on, across, and through the Property for the ownership, use, operation and maintenance, repair and replacement of water, sewage, gas, electrical and other facilities, including lines, pipes, yards, valves, switches, etc., and all parts of the Property may be entered upon reasonable circumstances for maintenance and repair of the aforementioned utilities or facilities.

Section 2. Access to Utility, Sewage and Drainage Easements. The utility, sewage and drainage easements designated on the plat of any Section shall constitute a non-exclusive easement for the installation and maintenance of public and private utilities, sewers, drainage and fire protection facilities (including storm sewers, gas and water, phone and electricity) and is hereby reserved and granted to public or private utility companies, the City of Indianapolis, the Association and any Owner whose use and occupancy of a dwelling is conditioned therefrom for the installation, construction, operation and maintenance of lines, mains, sewers, drains, hydrants, or any appurtenances and facilities, installed in connection with any of the foregoing, whether under or above ground, subject to the condition that following any such construction, installation or maintenance, the area within the utility, sewage and drainage easements involved shall be returned to the condition existing prior thereto at the cost and expense of the party responsible for having any such installations made, construction performed or maintenance done.

Section 3. Improvements and Landscaping Within Utility, Sewage and Drainage Easements. No fence, wall, tree, hedge or shrub planting, or temporary or permanent structure or other improvements not now existing shall be altered, erected, placed or permitted to remain within the utility, sewage and drainage easements, unless by Declarant, without the prior written approval of the Architectural Control Committee, or the Association's Board of Directors if there is no such Architectural Control Committee, the purchase and installation, nor shall any such improvements be installed and/or constructed which substantially interfere with said easements.

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Section 4. Building Maintenance. The water main and
hydrants constructed within the utilities, sewage, and drain-
age systems shall be maintained by the Association and all
charges in connection with water supplied for fire protection
service shall be separately billed to and be paid by the
Association. All other utilities constructed within the
utilities, sewage and drainage systems shall be maintained
as required by the party responsible for the installation
thereof or who is otherwise charged with responsibility for
the maintenance thereof by contract, rule, regulation, ordinance,
law or in some other way and all charges for such other utility
service, including water service, to each Dwelling shall be
billed to the owner thereof without liability on the part of
the Association.

Section 5. Other Maintenance. The Association shall main-
tain all elements included within the Property (subject to
the provisions of Article X in the case where utilities installa-
tions are made or construction or maintenance work performed) by
keeping the grass mowed, the weeds reasonably cut and providing
for the removal of trash and rubbish.

ARTICLE XI
Non-Dedicated Streets

Section 1. Use. All the Non-Dedicated Streets constructed
within the Properties are reserved and granted for the common
use of Owners, their families, guests and invitees, by commer-
cial vehicles authorized to make pick ups and deliveries, by
public and private utility personnel, trucks and equipment,
by postal authorities and mail carriers, by emergency personnel
and vehicles such as police, fire and ambulance, and by such
other persons or classes of persons authorized by the Board, as
a means of ingress and egress, and for such other use as may
be authorized from time to time by the Board. Such Non-Dedicated
Streets may also include mains, sewers or other facilities to
transmit and carry storm water drainage. Except as provided
by this Declaration, no acts shall be taken or things done by an
Owner or the Association which are inconsistent with the reser-
vation and grant of use and enjoyment hereinabove provided.

Section 2. Snow Removal, Maintenance, Reconstruction or
Resurfacing. The Association, at the cost and expense of the
Association, shall provide snow removal from, maintenance
In witness whereof, Beaman on the Green, Inc., has caused this Amended Declaration to be executed the 19th day of May, 1981.

ATTACH:

By: /s/ Harold L. Young, Jr.
    President

By: /s/ Betty C. Young
    Secretary

STATE OF INDIANA)

COUNTY OF HAMILTON)

before me, a Notary Public in and for said County and State, personally appeared Harold L. Young, Jr., and Betty C. Young, the President and Secretary, respectively of Beaman on the Green, Inc., who acknowledged the execution of the foregoing Declaration for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein are true.

Witness my hand and seal this 19th day of May, 1981.

My Commission Expires: 81 3032

Prepared by:
John W. Fousley
Attorney at Law
600 Union Federal bldg.
45 N. Pennsylvania St.
Indianapolis, Indiana 46204
(317) 635-4500

Sonja M. Hardin
Beginning on the South line of the Southwest Quarter of Section 21, Township 17 North, Range 4 East, 115.04 feet North 90 degrees 00 minutes 00 seconds East (assumed bearing) from the Southwest corner of said Southwest Quarter, thence North 90 degrees 00 minutes 00 seconds East on said South line 49.29 feet; thence North 00 degrees 52 minutes 19 seconds East parallel with the West line of said Southwest Quarter 926.34 feet; thence North 89 degrees 07 minutes 41 seconds West 150.35 feet to a point on a non-tangent curve, the radius point of which bears South 83 degrees 19 minutes 49 seconds West 595.00 feet from said point, thence Southerly on said curve 85.63 feet, thence North 88 degrees 32 minutes 34 seconds West 130.38 feet, thence North 05 degrees 00 minutes 31 seconds West 74.52 feet, thence South 79 degrees 06 minutes 13 seconds East .57 foot, thence South 12 degrees 05 minutes 41 seconds West 10.92 feet to the point of curvature of a curve to the left, the radius point of which bears North 89 degrees 56 minutes 19 seconds East 380.76 feet from said point, thence Southerly on said curve to the left 25.01 feet; thence South 83 degrees 10 minutes 00 seconds West 105.62 feet; thence South 10 degrees 56 minutes 12 seconds East 114.96 feet; thence South 52 degrees 26 minutes 35 seconds East 87.07 feet; thence South 04 degrees 44 minutes 26 seconds East 99.51 feet; thence South 05 degrees 19 minutes 16 seconds West 60.00 feet; thence South 06 degrees 40 minutes 64 seconds East 61.10 feet to the point of curvature of a curve to the left, the radius point of which bears North 03 degrees 19 minutes 16 seconds East 170.00 feet from said point; thence Easterly on said curve to the left 24.74 feet; thence South 03 degrees 01 minutes 04 seconds East 92.82 feet to a point which is North 00 degrees 00 minutes 00 seconds of the place of beginning, thence South 00 degrees 00 minutes 00 seconds 25.00 feet to the place of beginning, containing 3.878 acres, more or less. Subject to all legal easements and rights of way.