

as prohibited in the paragraph immediately below, the Declarant reserves the right and power to amend this Declaration without the approval of the Owners: (i) to correct or clarify the legal description of the Property; (ii) to correct clerical or typographical errors; (iii) to make nominal changes in the Declaration; (iv) to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency); or (v) to the extent necessary to enable the Declarant to meet any other reasonable need or requirement, including those associated with the completion of the development of the Property and to facilitate the making or marketing of first mortgages upon any lots. Any amendment must be recorded.

Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of two-thirds (2/3) of the Owners of Lots (excluding Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer in the meaning of this clause;

(b) Fail to maintain a fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement costs);

(c) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

Section 11.5 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 or Mortgaging of Common Area; and
- (c) Amendment of the Declaration of Covenants, Conditions and Restrictions.

Section 11.6 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

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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.

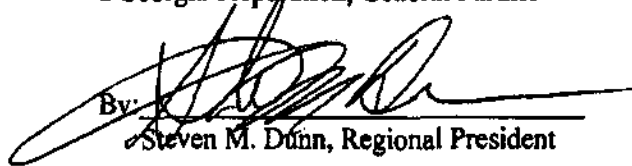


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IN WITNESS WHEREOF, CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership, has caused this Declaration to be executed as of the date first written above.

CROSSMANN COMMUNITIES PARTNERSHIP
an Indiana general partnership

By: BEAZER HOMES INVESTMENT CORP.,
a Georgia corporation, General Partner

By: 
Steven M. Dunn, Regional President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared *Steven M. Dunn*, as Regional President of Beazer Homes Investment Corp., a Georgia corporation, General Partner of Crossmann Communities Partnership, an Indiana general partnership, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Sunchase Woods and Sunchase Meadows.

Witness my hand and Notarial Seal this 16th day of July, 2002.

My Commission Expires:
May 21, 2009

Residing in Madison County




Notary Public

Shirley J. White
Printed Name

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

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Exhibit A

A part of the Southwest Quarter of Section 8, Township 15 North, Range 2 East, of the Second Principal Meridian, Hendricks County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of said Section 8; thence North $00^{\circ}02'32''$ West along the West line of said Southwest Quarter a distance of 2,067.43 feet to the Southwest corner of real estate conveyed to Consolidated Rail Corporation recorded in Deed Record 264, Pages 540-542, in the office of the Recorder of Hendricks County, Indiana; thence North $89^{\circ}54'57''$ East along the South line of said real estate a distance of 701.87 feet to an iron pipe found; thence North $00^{\circ}01'52''$ West along the East line of said real estate a distance of 593.53 feet to the North line of said Southwest Quarter and the Northeast corner of said real estate; thence South $89^{\circ}34'52''$ East along said North line a distance of 1,326.56 feet to a point that bears North $89^{\circ}34'52''$ West a distance of 635.14 feet from the Northeast corner of said Southwest Quarter; thence South $00^{\circ}25'08''$ West a distance of 274.03 feet; thence South $73^{\circ}11'00''$ West a distance of 166.45 feet; thence South $00^{\circ}01'52''$ East a distance of 374.71 feet; thence South $17^{\circ}08'10''$ West a distance of 664.79 feet to the North line of the Southeast Quarter of said Southwest Quarter; thence North $89^{\circ}32'17''$ West along the North line of said Quarter Quarter Section a distance of 339.20 feet to the Northwest corner of said Southeast Quarter Quarter Section; thence South $00^{\circ}01'16''$ East along the West line of said Southeast Quarter Quarter Section a distance of 1,334.56 feet to the Southwest corner of said Southeast Quarter Quarter Section; thence North $89^{\circ}29'43''$ West along the South line of said Southwest Quarter a distance of 1,330.89 feet to the Point of Beginning. Containing 87.999 Acres (3,833,227 Square Feet), more or less.



* 2 0 0 8 1 2 5 0 5 2 *
 HENDRICKS COUNTY RECORDER
 05/22/2008 02:06:24PM

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS for SUNCHASE WOODS AND SUNCHASE
 MEADOWS ("Amendment") is made as of this 21 day of May, 2008 by
 Sunchase Woods And Sunchase Meadows Homeowners Association, Inc., an Indiana
 Corporation, witnesses as follows:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for
 Sunchase Woods And Sunchase Meadows was recorded by the Declarant, Beazer Homes Indiana
 LLP, an Indiana limited Liability partnership fka Crossman Communities Partnership on August
 27, 2002 as Instrument No. 200200028194 in the Office of the Recorder of Hendricks County,
 Indiana, and

WHEREAS, Section 11.4 of the Declaration permits the amendment of the Declaration
 with approval of seventy-five percent (75%) of the owners of numbered Lots in the
 Development; and

WHEREAS, the Board of Directors has reviewed and affirmed the following Amendment
 to the Amended Declaration of Covenants, Conditions and Restrictions, which was approved by
 seventy-five percent (75%) of the Owners of numbered Lots in the Development;

NOW THEREFORE, pursuant to the foregoing, the Sunchase Woods And Sunchase
 Meadows Homeowners' Association, Inc. hereby amends the Declaration as follows:

1. Section 6.25 of the Declaration is amended by changing the second paragraph to read as
 follows:

Fences are to be vinyl coated chain link, wrought iron, cedar, or, treated pine or white vinyl.
 Further, all wooden fences are to be dog-eared, flattop shadow box style with 1" x 6" vertical
 boards, and are to remain unpainted. No fence shall be constructed until its materials, design, and
 location are first approved by the Declarant, during the Development Period, and thereafter by
 the Board of Directors and/or the Architectural Control Committee.

IN WITNESS WHEREOF, the Sunchase Woods And Sunchase Meadows Homeowners'
 Association, Inc., has executed this Amendment as of the date first written above

THE SUNCHASE WOODS AND SUNCHASE
 MEADOWS HOMEOWNERS' ASSOCIATION,
 INC.

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200822936

PAUL T HARDIN
HENDRICKS COUNTY RECORDER
10/01/2008 03:36:55PM

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment"), made as of this 17th day of September, 2008, amends that certain Declaration of Covenants, Conditions and Restrictions of Sunchase Woods and Sunchase Meadows recorded in the Office of the Recorder of Hendricks County, Indiana on August 27, 2002, as Instrument Number 200200028194 (the "Declaration").

RECITALS

A. Crossmann Communities Partnership, an Indiana general partnership, (n/k/a Beazer Homes Indiana LLP, an Indiana limited liability partnership) (the "Declarant") is the Declarant under the Declaration.

B. Declarant has the authority to amend the Declaration as necessary to, *inter alia*, correct and clarify the legal description of the Property and to enable the Declarant to meet any other reasonable need or requirement associated with completion of the development of the Property pursuant to Section 11.4 of the Declaration.

C. Declarant desires to correct the legal description of the Property as set forth in the Declaration.

D. The Class B membership has now expired and consequently no approval is required pursuant to Section 11.5 of the Declaration from the Federal Housing Administration or the Secretary of the Department of Housing and Urban Development to amend the Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned declares and agrees as follows:

1. The foregoing recitals are hereby incorporated by reference and made a part hereof.
2. All capitalized terms used herein shall have the same meaning ascribed thereto in the Declaration unless otherwise defined herein.
3. Exhibit "A" to the Declaration is hereby replaced with Exhibit A attached hereto.
4. The foregoing amendment shall be effective as of the date set for the above, and this Amendment shall be recorded in the Office of the Recorder of Hendricks County, Indiana.

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IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

BEAZER HOMES INDIANA LLP, an Indiana
limited liability partnership

By: Beazer Homes Corp., Managing Partner

By: 

Bruce Craig, Executive Vice President
and General Manager


STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Bruce Craig, Executive Vice President and General Manager of Beazer Homes Corp., the Managing Partner of Beazer Homes Indiana LLP, an Indiana limited liability partnership, who acknowledged the execution of the foregoing Amendment for and on behalf of said entity, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of September, 2008.



Linda A. Givens
Notary Public - State of Indiana
My Commission Expires:
August 13, 2016


Notary Public Residing in _____ County, Indiana

(Printed Signature)

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Donald E. Williams

This instrument prepared by Donald E. Williams, Attorney-at-Law
Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204

EXHIBIT A

Legal Description

A part of the Southwest Quarter of Section 8, Township 15 North, Range 2 East, of the Second Principal Meridian, Hendricks County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of said Section 8; thence North $00^{\circ}02'32''$ West along the West line of said Southwest Quarter a distance of 2,067.43 feet to the Southwest corner of real estate conveyed to Consolidated Rail Corporation recorded in Deed Record 264, Pages 540-542, in the office of the Recorder of Hendricks County, Indiana; thence North $89^{\circ}54'57''$ East along the South line of said real estate a distance of 701.87 feet to an iron pipe found; thence North $00^{\circ}01'32''$ West along the East line of said real estate a distance of 593.53 feet to the North line of said Southwest Quarter and the Northeast corner of said real estate; thence South $89^{\circ}34'52''$ East along said North line a distance of 1,326.56 feet to a point that bears North $89^{\circ}34'52''$ West a distance of 635.14 feet from the Northeast corner of said Southwest Quarter; thence South $00^{\circ}25'08''$ West a distance of 274.03 feet; thence South $73^{\circ}11'00''$ West a distance of 166.45 feet; thence South $00^{\circ}01'32''$ East a distance of 374.71 feet; thence South $17^{\circ}08'10''$ West a distance of 664.79 feet to the North line of the Southeast Quarter of said Southwest Quarter; thence North $89^{\circ}32'17''$ West along the North line of said Quarter Quarter Section a distance of 339.20 feet to the Northwest corner of said Southeast Quarter Quarter Section; thence South $00^{\circ}01'16''$ East along the West line of said Southeast Quarter Quarter Section a distance of 1,334.56 feet to the Southwest corner of said Southeast Quarter Quarter Section; thence North $89^{\circ}29'43''$ West along the South line of said Southwest Quarter a distance of 1,330.89 feet to the Point of Beginning.

Together with:

A part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 15 North, Range 2 East in Hendricks County, Indiana, being more particularly described as follows:
Commencing at a railroad spike found at the Southeast corner of said Quarter-Quarter Section, thence North $00^{\circ}00'00''$ East (assumed bearing) along the East line thereof a distance of 240.00 feet to the Northeast corner of Clara-Del Subdivision, Section One per Plot thereof recorded in Book 6, Page 132 in the Office of the Recorder of Hendricks County, Indiana and the POINT OF BEGINNING; thence North $89^{\circ}28'43''$ West along the North line of said Clara-Del Subdivision parallel to the South line of said Quarter-Quarter Section a distance of 1330.98 feet to a point on the West line of said Quarter-Quarter Section; thence North $00^{\circ}01'18''$ West along said West line a distance of 1064.56 feet to the Northwest corner of said Quarter-Quarter Section; thence South $89^{\circ}32'17''$ East along the North line of said Quarter-Quarter Section a distance of 1331.37 feet to the Northeast corner of said Quarter-Quarter Section; thence South $00^{\circ}00'00''$ West along the East line of said Quarter-Quarter Section a distance of 52.85 feet to the Northeast corner of a parcel of land conveyed to Robert G. Coraggio per a Warranty Deed recorded on Instrument Number 9700023090 in said Recorder's Office (the following three (3) courses being along the North, West and South lines of said Coraggio parcel); (1) thence North $89^{\circ}27'00''$ West a distance of 280.00 feet; (2) thence South $00^{\circ}00'00''$ West parallel to the East line of said Quarter-Quarter Section a distance of 148.00 feet; (3) thence South $89^{\circ}27'00''$ East a distance of 38.89 feet to the Northwest corner of a parcel of land conveyed to Billy Jack Kuhn and his Kuhn per a Warranty Deed recorded in Deed Record 214, Page 358 in said Recorder's Office; thence South $00^{\circ}00'00''$ West along the West line of said Kuhn parcel parallel to the East line of said Quarter-Quarter Section a distance of 102.11 feet to the Southwest corner of said Kuhn parcel; thence North $80^{\circ}00'00''$ East along the South line of said Kuhn parcel a distance of 20.00 feet to the Northwest corner of a parcel of land conveyed to Kenneth J. Harcourt and Kathleen R. Harcourt per a Warranty Deed recorded in Book 285, Page 74 in said Recorder's Office; thence South $00^{\circ}00'00''$ West along the West line of said Harcourt parcel parallel with the East line of said Quarter-Quarter Section a distance of 220.00 feet to the Southwest corner of said Harcourt parcel, said point also being on the North line of a parcel of land conveyed to Roy D. Hicks and Anna L. Hicks per a Warranty Deed recorded in Deed Record 285, Page 173 in said Recorder's Office; thence South $00^{\circ}00'00''$ West along the North line of said Hicks parcel a distance of 20.00 feet to the Northwest corner thereof; thence South $00^{\circ}00'00''$ West along the West line of said Hicks parcel parallel with the East line of said Quarter-Quarter Section a distance of 200.00 feet to the Southwest corner of said Hicks parcel; thence North $80^{\circ}00'00''$ East along the South line of said Hicks parcel a distance of 20.00 feet to the Northwest corner of a parcel of land conveyed to Edward B. Alara and Pamela K. Alara per a Trustee's Deed recorded in Book 305, Pages 488-490 in said Recorder's Office; thence South $00^{\circ}00'00''$ West along the West line of said Alara parcel parallel with the East line of said Quarter-Quarter Section a distance of 108.00 feet to the Southwest corner of said Alara parcel; thence North $80^{\circ}00'00''$ East along the South line of said Alara parcel a distance of 300.00 feet to the Southeast corner thereof, said point also being on the East line of said Quarter-Quarter Section; thence South $00^{\circ}00'00''$ West along the East line of said Quarter-Quarter Section a distance of 50.00 feet to the Northeast corner of a parcel of land conveyed to David L. Jones and Mary L. Jones per a Cooperative Warranty Deed recorded in Book 257, Page 218 in said Recorder's Office (the following three (3) courses being along the North, West and South lines thereof); (1) thence North $89^{\circ}28'43''$ West parallel with the South line of said Quarter-Quarter Section a distance of 280.00 feet; (2) thence South $00^{\circ}00'00''$ West parallel with the East line of said Quarter-Quarter Section a distance of 145.00 feet; (3) thence South $89^{\circ}28'43''$ East parallel with the South line of said Quarter-Quarter Section a distance of 220.00 feet to a point on the East line of said Quarter-Quarter Section; thence South $00^{\circ}00'00''$ West along said East line a distance of 51.00 feet to the Point of Beginning. Containing 28.887 acres (1,250,042 square feet) more or less.



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HENDRICKS COUNTY RECORDER
09/18/2009 08:43:33AM

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS for SUNCHASE WOODS AND SUNCHASE
MEADOWS ("Amendment") is made as of this _____ day of _____, 2009 by
Sunchase Woods And Sunchase Meadows Homeowners Association, Inc., an Indiana
Corporation, witnesses as follows:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for
Sunchase Woods And Sunchase Meadows was recorded by the Declarant, Crossman
Communities Partership, an Indiana general partership dba Beazer Homes , on August 27,
2002 as Instrument No. 200200028194 in the Office of the Recorder of Hendricks County,
Indiana, and

WHEREAS, Section 11.4 of the Declaration permits the amendment of the Declaration
with approval of seventy-five percent (75%) of the owners of numbered Lots in the
Development; and

WHEREAS, the Board of Directors has reviewed and affirmed the following Amendment
to the Amended Declaration of Covenants, Conditions and Restrictions, which was approved by
seventy-five percent (75%) of the Owners of numbered Lots in the Development;

NOW THEREFORE, pursuant to the foregoing, the Sunchase Woods And Sunchase
Meadows Homeowners' Association, Inc. hereby amends the Declaration as follows:

- 1. Section 6.27 of the Declaration is amended by changing the paragraph to read as follows:

No mini barn, outbuilding, or other structure which is detached from a Dwelling Unit shall be
constructed until after it is approved by the Declarant, during the Development Period, and
thereafter by the Board of Directors and/or the Architectural Control Committee. All mini barns
and outbuildings shall have siding and roofing which match the existing Dwelling Unit, and shall
not exceed (i) 120 square feet, and (ii) 10 feet in height. *All barns and outbuildings should either
be made of hard plastic and bolted together or made with roofing and siding. All barns and
outbuildings are subject to the Boards' approval.*

IN WITNESS WHEREOF, the Sunchase Woods And Sunchase Meadows Homeowners'
Association, Inc., has executed this Amendment as of the date first written above

THE SUNCHASE WOODS AND SUNCHASE
MEADOWS HOMEOWNERS' ASSOCIATION,
INC.

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