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CROSS REFERENCE: Declaration of Covenants, Conditions and Restrictions of Turfway Park recorded with the Recorder of Johnson County, Indiana, on the 13th day of May, 1997, as Instrument No. 97-009683.

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

This amendment (hereafter "Amendment") is to the Declaration of Covenants, Conditions and Restrictions of Turfway Park, recorded with the Recorder of Johnson County, Indiana, on the 13th day of May, 1997, as Instrument No. 97-009683 (hereafter "Declaration"), and is made by Crossmann Communities Partnership, an Indiana general partnership (hereafter "Declarant")

W I T N E S S E T H:

WHEREAS, the Declarant previously recorded the Declaration in connection with certain real estate located in Johnson County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A" (hereafter "Property");

WHEREAS, the Declarant is desirous of amending and supplementing the Covenants in the manner set forth below.

NOW, THEREFORE, in consideration of the foregoing preambles and recitations, it is acknowledged and agreed as follows:

1. Supplement to Section 3.7 - Section 3.7 of the Declaration is hereby amended and supplemented to include as its third full paragraph the following:

The Association shall be responsible for the maintenance of the storm drainage system for Turfway Park. Such maintenance shall include, but shall not be limited to, the maintenance of all inlets, open ditches, pipes, swails, manholes and detention ponds. The costs and expenses of such maintenance shall be assessed as part of the assessments against the Owners as provided for in Article V of this Declaration. Any and all sump pumps, gravity drains, and

other drains serving individual residences on Lots shall outfall only into the drainage swails included in the storm drainage system for Turfway.

2. Supplement to Section 7.2(a) - Section 7.2(a) of the Declaration is hereby amended

to include the following provision as subparagraph (iii):

(iii) Maintenance of Storm Drainage System - The Association shall be responsible for the maintenance storm drainage system for Turfway. Such maintenance shall include, but shall not be limited to, the maintenance of all inlets, open ditches, pipes, swails, manholes and detention ponds. Storm maintenance shall include maintenance of off-site storm drainage across Runyon Subdivision Lots 9-20 and 46-55.

3. Amendment to Section 7.2(b) - Section 7.2(b) of the Declaration is hereby

amended so that the first sentence of Section 7.2(b) is replaced with and superseded by the following:

(b) Notwithstanding any obligation or duty of the Association to repair or maintain the storm drainage system or any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only) or the storm drainage system, or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause.

4. Amendment of Section 5.2 - Section 5.2 of the Declaration is hereby amended

so that the entire Section 5.2 is replaced with and superseded by the following:

Section 5.2 Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health,

safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the Common Area and storm drainage system for Turfway, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, the storm drainage system for Turfway, and other capital improvements which the Association is required to maintain.

5. Amended Covenants - The Covenants, as hereby amended and supplemented, shall remain in full force and effect.

IN WITNESS WHEREOF, **DELUXE HOMES, INC.**, an Indiana Corporation, has caused this Amendment to Declaration to be executed as of the 6th day of June, 1997.

DELUXE HOMES, INC.
an Indiana Corporation, general partner

By: [Signature]
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 Amendment to the Declaration of Covenants, Conditions and Restrictions of Turfway Park, 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 6th day of June, 1997.

My Commission Expires
May 21, 2001

Residing in Handricks County



[Signature]
Notary Public

Stanley J. White
Printed Name

A part of the Northwest quarter of Section 3, Township 13 North, Range 3 East of the Second Principal Meridian, White River Township, Johnson County, Indiana, described as follows:

Commencing at the Northeast corner of said Northwest quarter section; thence South 00 degrees 00 minutes East (assumed bearing) on and along the East line of said Northwest quarter section a distance of 670.80 feet to the Place of Beginning of this described tract; thence continuing South 00 degrees 00 minutes East on and along said East line a distance of 744.36 feet to a point, said point also being the Northeast corner of a one (1) acre tract; thence North 85 degrees 52 minutes West on and along the North line of said tract a distance of 208.71 feet to the Northwest corner thereof; thence South 00 degrees 00 minutes East on and along the west line of said tract a distance of 208.71 feet to the Southwest corner thereof, said point also being located in a county road and being located at a Northeasterly corner of Runyon Subdivision, near Smith Valley Indiana, the plat of which is recorded in Plat Book 5 page 65 of the records of the Johnson County Recorder; thence North 85 degrees 52 minutes West on and along the North line of said subdivision a distance of 710.19 feet (Measured) (711.16 feet Plat); thence South 72 degrees 02 minutes West on and along the North line of said subdivision a distance of 173.80 feet (Plat and Measured distance); thence North 88 degrees 19 minutes West on and along the North line of said subdivision a distance of 29.20 feet, said point being 741.84 feet (deed and measured distance) East of the Most Northwesterly corner of said Runyon Subdivision; thence North 00 degrees 24 minutes 30 seconds West a distance of 1404.27 feet to a point 191.80 feet South of the North line of said Northwest quarter section; thence North 89 degrees 16 minutes East and parallel to said North line of said Northwest quarter section a distance of 454.25 feet; thence North 00 degrees 24 minutes 30 seconds West a distance of 191.80 feet to a point in the said North line of said Northwest quarter section; thence North 89 degrees 16 minutes East on and along said North line a distance of 235.25 feet; thence South 00 degrees 00 minutes East a distance of 670.80 feet; thence North 89 degrees 16 minutes East a distance of 435.00 feet to the place of beginning, containing 30.894 acres, more or less.

*This legal description includes Turfway Park
Subdivision, Section 1A, Lots 1 - 70 and 115 - 122, and
Common Area Detention Pond.*

EXHIBIT "A"