

110
22
112



(210)

MORGAN COUNTY RECORDER
KAREN BRUMMETT 26P
CSD Date 06/23/2006 Time 10:01:47
RECORDING: 112.00
I 200607964 Page 1 of 26

AMENDMENTS
to the
**MASTER DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF
HEARTLAND CROSSING**
for
HEARTLAND CROSSING FOUNDATION, INC.

CROSS REFERENCE

- The Commons at Heartland Crossing, Section 1, Plat, Instrument #20006959, Book 432, Pages 137-38
- The Commons at Heartland Crossing, Section 2, Plat, Instrument #20014323, Book 436, Pages 727-28
 - The Commons at Heartland Crossing, Section 3, Plat, Instrument #20114439
 - The Mission at Heartland Crossing, Section 1, Plat, Instrument #9710750, Book 400, Page 335
 - The Mission at Heartland Crossing, Section 2, Plat, Instrument #9710751, Book 400, Page 336
 - The Mission at Heartland Crossing, Section 3, Plat, Instrument #9914459, Book 425, Page 575
 - The Mission at Heartland Crossing, Section 4, Plat, Instrument #20115509
 - The Mission at Heartland Crossing, Section 5, Plat, Instrument #200412683
 - The Mission at Heartland Crossing, Section 6, Plat, Instrument #20115510
- The Villas at Heartland Crossing, Section 1, Plat, Instrument #9710748, Book 400, Page 333
- Replat of Lots 1 & 2, 5-8, and 13-16 for The Villas at Heartland Crossing, Section 1, Plat, Instrument #9715102, Book 403, Page 549
 - The Villas at Heartland Crossing, Section 2, Plat, Instrument #9710749, Book 400, Page 334
 - The Settlement at Heartland Crossing, Section 1 Plat, Instrument #9710747, Book 400, Page 332
 - The Landing at Heartland Crossing, Section 1, Plat, Instrument #9710752, Book 400, Page 337
 - The Landing at Heartland Crossing, Section 2, Plat, Instrument #9710753, Book 400, Page 338
 - The Sanctuary at Heartland Crossing, Section 1, Plat, Instrument #9710754, Book 400, Page 339
 - The Sanctuary at Heartland Crossing, Section 2, Plat, Instrument #9710755, Book 400, Page 340
 - The Village at Heartland Crossing, Section 1, Plat, Instrument #200401335
- Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing (hereinafter "Master DOC"), Instrument #9714187, Book 402, Pages 466-526
 - Amendment to Master DOC, Instrument #9918337
 - Master DOC for The Mission, Sections 1 & 3, Instrument #9915434
 - Master DOC for The Mission, Sections 4 & 6, Instrument #20116202
 - Master DOC for The Mission, Section 5, Instrument #200412681

Timmer

CROSS REFERENCE (Continued)

Supplemental Declaration of Covenants, Conditions, Easements and Restrictions (hereinafter "Supp. DOC")
for The Mission at Heartland Crossing, Section I & II, Instrument #9714189 .
First Amended Supp. DOC for The Mission at Heartland Crossing, Section I & II, Instrument #9714916
Supp. DOC for The Mission at Heartland Crossing, Section 3, Instrument #9915435
Correction to Supp. DOC for The Mission at Heartland Crossing, Section 3, Instrument #9915506
Supp. DOC for The Mission at Heartland Crossing, Sections 4 & 6, Instrument #20115509
Supp. DOC for The Mission at Heartland Crossing, Sections 4 & 6, Instrument #20115510
Correction to Supp. DOC for The Mission at Heartland Crossing, Sections 4 & 6, Instrument #20116203
Supp. DOC for The Mission at Heartland Crossing, Section 5, Instrument #200412682

Supp. DOC for The Commons at Heartland Crossing, Sections 1, 2, & 3, Instrument #9918336

Supp. DOC for The Landing at Heartland Crossing, Sections 1 & 2, Instrument #9714191
Amended Supp. DOC for The Landing at Heartland Crossing, Sections 1 & 2, Instrument #9714914

Supp. DOC for The Sanctuary at Heartland Crossing, Sections 1 & 2, Instrument #9714192
Supp. DOC for The Sanctuary at Heartland Crossing, Sections 1 & 2, Instrument #9714917
Supp. DOC for The Sanctuary at Heartland Crossing, Sections 1 & 2, Instrument #20000707
Supp. DOC for The Sanctuary at Heartland Crossing, Sections 1 & 2, Instrument #20213504
Supp. DOC for The Sanctuary at Heartland Crossing, Sections 1 & 2, Instrument #20213909

Supp. DOC for The Settlement at Heartland Crossing, Instrument #9714188
First Amended Supp. DOC for The Settlement at Heartland Crossing, Instrument #9714918
Second Amended Supp. DOC for The Settlement at Heartland Crossing, Instrument #9716640

Supp. DOC for The Village at Heartland Crossing, Instrument #200401336
First Amended Supp. DOC for The Village at Heartland Crossing, Instrument #200401337
Second Amended Supp. DOC for The Village at Heartland Crossing, Instrument #2005 00536

Supp. DOC for The Villas at Heartland Crossing, Sections 1 & 2, Instrument #9714190
First Amended Supp. DOC for The Villas at Heartland Crossing, Sections 1 & 2, Instrument #9714915
Second Amended Supp. DOC for The Villas at Heartland Crossing, Sections 1 & 2, Instrument #9716287
Third Amended Supp. DOC for The Villas at Heartland Crossing, Sections 1 & 2, Instrument #9906835

COMES NOW the Heartland Crossing Foundation, Inc., by the Declarant, Cedar Run Limited, Inc., on this ____ day of _____, 2006, and states as follows:

WITNESSETH THAT:

- A. WHEREAS, the residential community in Morgan County, Indiana commonly known as Heartland Crossing was established upon the recording of certain Plats with the Office of the Recorder for Morgan County, Indiana; and
- B. WHEREAS, the Plat for The Commons at Heartland Crossing, Section 1, was filed with the Office of the Morgan County Recorder on May 31, 2000, as **Instrument # 20006959 in Book 432, Pages 137-38;** and
- C. WHEREAS, the Plat for The Commons at Heartland Crossing, Section 2, was filed with the Office of the Morgan County Recorder on October XX, 2001 as **Instrument #20014323 in Book 436, Pages 727-28 ;** and
- D. WHEREAS, the Plat for The Commons at Heartland Crossing, Section 3, was filed with the Office of the Morgan County Recorder on September 07, 2001, as **Instrument #20114439;** and
- E. WHEREAS, the Plat for The Mission at Heartland Crossing, Section 1, was filed with the Office of the Morgan County Recorder on August 22, 1997 as **Instrument #9710750 in Book 400, Page 335;** and
- F. WHEREAS, the Plat for The Mission at Heartland Crossing, Section 2, was filed with the Office of the Morgan County Recorder on August 22, 1997 as **Instrument #9710751 in Book 400, Page 336;** and
- G. WHEREAS, the Plat for The Mission at Heartland Crossing, Section 3, was filed with the Office of the Morgan County Recorder on September 7, 1999 as **Instrument #9914459 in Book 425, Page 575;** and
- H. WHEREAS, the Plat for The Mission at Heartland Crossing, Section 4, was filed with the Office of the Morgan County Recorder on September 19, 2001 as **Instrument #20115509** and a Scrivener's Affidavit was filed on October 9, 2001 as Instrument **#20116204;** and
- I. WHEREAS, the Plat for The Mission at Heartland Crossing, Section 5, was filed with the Office of the Morgan County Recorder on August 20, 2004 as **Instrument #200412683;** and
- J. WHEREAS, the Plat for The Mission at Heartland Crossing, Section 6, was filed with the Office of the Morgan County Recorder on September 26, 2001 as **Instrument #20115510** and a Scrivener's Affidavit was filed on October 9, 2001 as Instrument **#20116205;** and

- K. WHEREAS, the Plat for The Villas at Heartland Crossing, Section 1, was filed with the Office of the Morgan County Recorder on August 22, 1997 as **Instrument #9710748 in Book 400, Page 333**; and
- L. WHEREAS, the Plat for The Villas at Heartland Crossing, Section 2, was filed with the Office of the Morgan County Recorder on August 22, 1997 as **Instrument #9710749 in Book 400, Page 334**; and
- M. WHEREAS, the Replat of Lots 1 & 2, 5-8, and 13-16 for The Villas at Heartland Crossing, Section 1, was filed with the Office of the Morgan County Recorder on November 17, 1997 as **Instrument #9715102 in Book 403, Page 549**; and
- N. WHEREAS, the Plat for The Settlement at Heartland Crossing, Section 12, was filed with the Office of the Morgan County Recorder on August 22, 1997 as **Instrument #9710747 in Book 400, Page 332**; and
- O. WHEREAS, the Plat for The Landing at Heartland Crossing, Section 1, was filed with the Office of the Morgan County Recorder on August 22, 1997 as **Instrument #9710752 in Book 400, Page 337**; and
- P. WHEREAS, the Plat for The Landing at Heartland Crossing, Section 2, was filed with the Office of the Morgan County Recorder on August 22, 1997 as **Instrument #9710753 in Book 400, Page 338**; and
- Q. WHEREAS, the Plat for The Sanctuary at Heartland Crossing, Section 1, was filed with the Office of the Morgan County Recorder on August 22, 1997 as **Instrument #9710754 in Book 400, Page 339**; and
- R. WHEREAS, the Plat for The Sanctuary at Heartland Crossing, Section 2, was filed with the Office of the Morgan County Recorder on August 22, 1997 as **Instrument #9710755 in Book 400, Page 340**; and
- S. WHEREAS, the Plat for The Village at Heartland Crossing, Section 1, was filed with the Office of the Morgan County Recorder on January 28, 2004 as **Instrument #200401335** and a certificate of correction was filed on May 12, 2004 as **Instrument #200407280**; and
- T. WHEREAS, the foregoing Plats contain Covenants which run with the land, namely the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing, recorded in the office of the Morgan County Recorder on September 24, 1997, as **Instrument # 9714187 in Book 402, Pages 466-526**, which states that by taking a deed to any Lot as set forth on any of the above listed Plats for the Heartland Crossing development, each owner will become a mandatory member of the Heartland Crossing Foundation, Inc., an Indiana nonprofit corporation (hereinafter "Association") which serves as the Master Association for all of the communities located within the Heartland Crossing development; and

U. WHEREAS, the Association was incorporated pursuant to the above listed Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing as a non-profit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on February 10, 1998; and

V. WHEREAS, Article XIII, Section 13.2 of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing, specifically allows the provisions contained in the Master Declaration to be amended unilaterally at any time by the Declarant if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation and for any other purpose provided that such amendment shall not materially adversely affect, in the opinion of the Declarant, the substantive rights of any Lot owner or mortgagee hereunder; and

W. WHEREAS, the Declarant of the Heartland Crossing Master Declaration, pursuant to the authority granted to it by Article XIII, Section 13.2, desires to amend Article II, Section 2.6(L) to meet the federal governmental standards for satellite dishes set for in the Federal Telecommunications Act of 1996; and

X. WHEREAS, in addition to the above amendment to the Master Declaration of Covenants, the Declarant further desires to make an amendment to Article II, Section 2.6(Q), of the current Covenants in order to more clearly specify the scope of the fence, swimming pool and other exterior structure provision by providing clarification as to what types of improvements are allowed in the development, what improvements require prior approval from the DCC, and to make the provisions of Article II, Section 2.6(Q) consistent with the rules, regulations, and guidelines set forth in Exhibit C of this Master Declaration pursuant to its authority as set forth in the paragraphs above; and

Y. WHEREAS, in addition to the above amendments to the Master Declaration of Covenants, the Declarant further desires to make an amendment to Article XI of the current Covenants in order to further clarify the architectural standards of the development and in order to add a variance provision, pursuant to its authority as set forth in the paragraphs above; and

Z. WHEREAS, in addition to the above amendments to the Master Declaration of Covenants, the Declarant further desires to make an amendment to Exhibit "C" of the current Covenants in order to make such exhibit congruent with the amendment to Section 2.6(Q), pursuant to its authority as set forth in the paragraphs above;

WHEREFORE, the following Amendments to the Master Declaration of Covenants, Conditions, Easements and Restrictions are hereby approved and adopted by the undersigned Declarant. All current Master Declaration provisions not effected by these amendments are deemed and desired to remain in full force and effect.

Article II, Section 2.6(L) is hereby amended to read as follows:

ARTICLE II

PROPERTY RIGHTS

Section 2.6 Character of the Development

L. Antennas and Solar Heat Panels. In accordance with the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), members may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. The DCC reserves the right to require members to put screening around the dish to hide it from view, or to cover or paint the dish to make it more acceptable in appearance to its surroundings. The DCC also reserves the right to specify a preference order of places to install the dish. Other antennae or devices, such as towers or radio antennae that are not covered by the OTARD rule, must receive approval of the DCC before being installed on any Lot. Solar heat panels shall not be allowed on any Lot or on any residence on any Lot which is visible from outside such residence.

The reason for this amendment is to bring the provision into compliance with the Federal Telecommunications Act of 1996. The authority to make this amendment is granted to the Declarant under Article XIII, Section 13.2(a)(i) of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing.

Article II, Section 2.6(Q) is hereby amended to read as follows:

ARTICLE II

PROPERTY RIGHTS

Section 2.6 Character of the Development

Q. Fences, Swimming Pools, Play Structures, Etc.

(i) In General. In order to preserve the quality and aesthetic appearance of the existing geographic areas within the development, any fence, wall, swimming pool, hot tub, play structure (such as a swing set), basketball goal, or other exterior structure must be approved in writing by the Development Control Committee (DCC) as to size, location, height and composition before it may be installed. Any Owner that desires to erect, construct, place, modify or change any structure or improvement on the Owner's Lot shall submit a written architectural request to the DCC and follow the procedures as set forth in Article XI of this Declaration of Covenants or in Exhibit "C" of this Declaration of Covenants. No structure, improvement or change may be erected, constructed, placed, modified or changed on any Lot without the prior written approval of the DCC.

(ii) Fences and Walls.

(a) Height & Location Restrictions.

(1) The DCC may approve wood or plastic/vinyl privacy style fences up to six feet (6') feet in height which otherwise meet these guidelines. Black coated chain link and picket style fences must not exceed four feet (4') in height. The DCC will give consideration, however, to a variance in this height limit where unique circumstances exist; however, under no circumstances shall any fence greater than eight feet (8') be approved.

(2) Fences in general shall not be located any closer to the front of the home than the rear foundation line (rear corner) of the home. However, fences located on the side of any home may be erected or placed forward of the rear foundation line (rear corner) of the home if approved by the DCC; however, under no circumstances shall a fence be erected or placed forward or closer to the front Lot line of the Lot by a line extending perpendicular from the side of the home at a point ten feet (10') back or behind the front foundation line (front corner) of the home.

(3) No fence or screen will be approved if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the DCC when reviewing for approval. All fences must also meet any site line regulations and/or set back requirements for fences as established by local Ordinance, state law or as set forth in any other covenant within this Declaration of Covenants or Declaration of Covenants for any subdivision within the Development.

(4) Any Owner(s) on adjoining, or neighboring, Lots that wish to erect any fences that are to be connected, joined or shared, on one or more sides, by those Lots must submit in writing a request for approval for such adjoining fences signed by each Owner of a Lot where the adjoining fences will be erected, placed or maintained. This request must be included with the written architectural request submitted to the DCC. All fences that are not to be adjoined, or connected, to neighboring fences shall be set back a minimum of eighteen inches (18") from each Lot line unless otherwise required by any regulations and/or set back requirements for fences as established by local Ordinance, state law or as set forth in any other covenant within this Declaration of Covenants or Declaration of Covenants for any subdivision within the Development.

(5) Dog Run or Dog Kennel fencing is strictly prohibited unless it is an electronic "invisible" fence.

(6) Rear yard fencing on any Lot located on the golf course is strictly prohibited.

(7) Lake edge walls or other retaining walls shall be designed to be two foot (2') above normal pool and eight inches (8") in thickness.

(8) No variances of this Amended Article II, Sections 2.6(Q)(ii)(a)(2), (3), (4), (5), or (6) may be granted by the DCC.

(b) Materials, Style & Finish.

(1) Fences shall be wood, plastic/vinyl material, or black vinyl covered chain link only. No plain or non-vinyl coated chain link or galvanized metal fences shall be permitted in the Development.

(2) Wood fencing shall be painted or stained to match the exterior colors of the home or have a natural wood finish.

- (3) Wood privacy style fences shall be shadow-box or Cape Cod style. Cape Cod style fences shall have French gothic posts (post with pointed top) and a concave scallop (bottom of a circle or oval) between the posts.
- (4) All fences shall be properly maintained by the Lot Owner, and no fence shall be allowed to become unsightly to the appearance of the neighborhood, discolored, or to be broken, warped, or otherwise be or exist in a state of disrepair. The DCC has the sole discretion to determine when a fence is not being properly maintained.
- (5) The finished side of all fences, including privacy style fences, shall be displayed outwardly, or to the exterior of the fence or Lot, and shall not be turned so that the finished side of the fence is facing in toward the residence or yard contained inside of the fence. This provision shall not be construed to mean that the interior of the fence cannot also be finished.
- (6) Retaining walls shall be architecturally compatible with the exterior of the home (i.e. stone or brick veneer). No railroad tie retaining walls shall be approved or allowed in the Development.
- (7) Lake edge walls shall be of concrete construction (smooth finish).
- (8) No variances of this amended Article II, Sections 2.6(Q)(ii)(b)(1) or (3) may be granted by the DCC.

(iii) Swimming Pools.

(a) No on-ground or above-ground swimming pools (excluding toddler pools that are twelve inches (12") deep or less) shall be allowed in the Development. In-ground, or permanent, pools must be approved in writing by the DCC before construction or installation begins. Additionally, for the purpose of this section, children's inflatable pools less than twenty-four (24") in depth are hereby excluded from this restriction. Any such pool may be subject to a requirement that the pool be fenced if it is determined by the DCC that such fencing is necessary to ensure property safety of neighboring residents and/or children. For purposes of this section, on-ground or above-ground swimming pools include inflatable pools and on-ground or above-ground pools that have

been buried or partially buried in the ground. No variance of this subsection may be granted.

(b) Fencing is required around any in-ground, or permanent, pool to be constructed or installed. Therefore, all architectural applications for in-ground, or permanent, pools shall be accompanied by an application for acceptable fence and landscape design approval. The design for fencing shall meet all requirements under Indiana law, local ordinance, and any restrictions or requirements set forth in this Declaration of Covenants. No electronic slide covers will be acceptable in lieu of fencing due to the high population of children in the Development.

(c) Use of Planting in the vicinity of the proposed pool will be required to soften the effect of sound and the appearance of fencing on adjacent properties.

(iv) Play Structures.

(a) All playsets, playhouses, swingsets or other play equipment or structures greater than six feet (6') in height must be approved in writing by the DCC before they may be constructed or installed. All such play equipment is subject to and must comply with any rules and regulations adopted by the DCC regarding play equipment.

(v) Basketball Goals and Sport Courts.

(a) Sport Courts and basketball goals of any type must be approved by the DCC before they may be constructed or installed.

(b) Fencing is required around any sport court to be constructed or installed. Therefore, all architectural applications for sport courts shall be accompanied by an application for acceptable fence and landscape design approval.

(c) Non-baffled lighting of any sport court is not allowed.

(d) Basketball goals are not allowed in the front driveways of any homes, nor can they be mounted to any home in the Development.

(e) Temporary or moveable basketball goals may not be located in the driveway of any home in the Development, nor can they be placed on any sidewalk, curb or street in the Development, or any in any other location that will require or allow play to occur in the streets of the Development.

(f) Backboards of all basketball goals shall be transparent (clear) with a black pole (or approved equal).

(vi) Other Structures.

- (a) No outside clotheslines shall be erected or placed on any Lot or attached to any residence on any Lot within the Development.
- (b) Any structure, improvement, modification, addition or change not listed or specifically addressed in this covenant may be addressed in Exhibit "C" attached to this Declaration. Any rule or restriction set forth in Exhibit "C" has the same force and effect as if it were set forth in this covenant. Such structures, improvements, modifications, additions or changes are also subject to and must comply with any rules and regulations adopted by the DCC.

(vii) Previous Violations.

- (1) Grandfathering. Any previous violation of the Section 2.6(Q) or 2.6(Q)(ii) as it applies to fences only are hereby grandfathered and conditionally approved at the present time, but all new fences being erected, placed or built after the date this amendment is recorded shall be in conformity with this covenant or be subject to the penalties and/or a cause of action to stop or correct the violation as set forth in the Declaration of Covenants.
- (2) Replacement of Fences. Any fence that is replaced after the date this amendment is recorded shall conform to the requirements set forth in this amended covenant, and this includes the replacement of those fences that are grandfathered under this amendment. This is done so that all non-conforming fences will eventually be brought back into compliance with the requirements of this covenant.

The reason for this amendment is to more clearly specify the scope of the fence, swimming pool and other exterior structure provision in order to clarify the types of improvements that are allowed in the development, what improvements require prior approval from the DCC, and to make the provisions of Article II, Section 2.6(Q) consistent with the rules, regulations, and guidelines set forth in Exhibit C of this Master Declaration. The authority to make this amendment is granted to the Declarant under Article XIII, Section 13.2(a) of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing.

Article XI, Sections 11.4 to 11.10 are hereby amended to read as follows (Sections 11.1 to 11.3 are not altered or amended):

ARTICLE XI

ARCHITECTURAL STANDARDS

Section 11.4. Procedures for Approval. As to Builders, each such Builder shall submit two (2) complete sets of plans and specifications (meeting the requirements set forth below) for each model of home to be built by Builder in the Development to the DCC for approval. Once a model has been approved, approval is not necessary for any home that is built in compliance with the plans and specifications for such model. For any other construction, approvals required by this Article shall be obtained only after written application has been made to the DCC by the Owner of the Lot requesting authorization (or such Owner's duly authorized representative). Such written application shall be in the manner and form prescribed from time to time by the DCC and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement or modification. Such plans shall include plot plans showing the location of all improvement existing upon the Lot and the location of the improvements proposed to be constructed or placed upon the Lot, each property and clearly designated, if applicable. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the DCC may require. All plans and drawings required to be submitted to the DCC shall be drawn to such scale as the DCC may require. There shall also be submitted, where applicable, the permits or plat plans which shall be prepared by either registered land surveyor, engineer or architect. Plat plans submitted for improvement location permit shall bear the stamp or signature of the DCC acknowledging the approval thereof. The DCC shall have up to forty-five (45) days to approve or deny submitted plans. This time period may be extended by a maximum of thirty (30) days by the DCC if additional information from the Owner regarding the request is deemed necessary before the DCC can make a ruling on the request. Any architectural request that is not ruled upon by the DCC in writing within forty-five (45) days from the date the initial request was received by the DCC is automatically deemed denied. Under no circumstances will a verbal or non-written approval by any member of the DCC or the Board be deemed an acceptable form of approval of any architectural request. See Exhibit "C" attached for DCC guidelines.

Section 11.5. Power of Disapproval. The DCC may refuse to grant approvals required under this Article when:

- (a) The plans, specifications, drawings or other materials submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these restrictions or the requirements of the applicable Supplemental Declaration;
- (b) The design or color scheme of a proposed repainting, modification or improvement is not in harmony with the general surroundings of the Lot, with adjacent buildings

or structures, or with general standards for such Community, all as determined in the sole discretion of the DCC; or

(c) The proposed improvement, construction or modification, or any part thereof, would be contrary to the interests, welfare or rights of all or any part of the other Owners, all as determined in the sole discretion and opinion of the DCC;

(d) The quality of workmanship for any portion of the improvement, construction or modification does not meet acceptable industry professional standards, as determined in the sole discretion and opinion of the DCC or pursuant to the procedures set forth in Exhibit "C".

Section 11.6. Variances. An Owner may request a variance to any of the requirements or restrictions set forth in this Master Declaration of Covenants, any Supplement Declaration of Covenants, or to any rule or regulation issued pursuant to this Master Declaration, but said variance will only be considered and ruled upon after written application for the variance is made to the DCC. All variance requests must be approved by both the DCC and the Board of Directors to be valid. Any variance request that fails to obtain the written approval of both the DCC and the Board of Directors within forty-five (45) days from the date the initial variance request was received by the DCC is automatically deemed denied. Any project that does not meet the requirements under the Master Declaration and does not obtain an approval for a variance to the requirements of the Master Declaration must be modified so that the improvement, construction or modification complies with the requirements of the Master Declaration or be subject to the penalties and/or remedies as set forth in this Article 11 or in the Master Declaration.

Section 11.7. Liability of Committee. Neither the DCC nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other material submitted to it, nor for any defects in any work done according thereto, nor for any damages associated with their approval or disapproval of any matters subject to this Article.

Section 11.8. Inspection. The DCC or its duly authorized agents, may inspect work being performed with their permission to assure compliance herewith, the requirements of the applicable Supplemental Declaration and any applicable regulations of the Association, and an easement for such inspection is hereby reserved over and upon each and every Lot in the Development.

Section 11.9. Declarant Improvements. The DCC shall have no powers with respect to any construction, improvements or modifications undertaken by the Declarant (or any assignee of Declarant if the Declarant has approved the plans therefore) or any improvements approved by Declarant at any time.

Section 11.10. Remedies for Failure to Obtain Approval. In the event any construction or modifications are made without first obtaining written approval of the DCC as required herein or any construction is being performed other than in accordance with DCC approved plans and architectural guidelines and standards, the Declarant, the Association and/or the DCC shall have the powers of enforcement granted to the Association generally for purposes of this Declaration

and may require any modifications, construction, changes or improvements undertaken or installed without or contrary to the approval of the DCC and such architectural guidelines and standards to be removed or renovated by whatever means the Declarant, the Association and/or DCC deem appropriate, with the costs thereof, including costs of collection and attorneys fees and paraprofessional fees to become a lien against the defaulting Owner's Lot in the manner described in Section 10.5 hereof.

The reason for this amendment is to set forth more specific guidelines for architectural standards and to insert a section regarding the DCC's authority to grant variances. The authority to make this amendment is granted to the Declarant under Article XIII, Section 13.2(a) of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing.

Exhibit "C", Introduction is hereby amended to read as follows:

**HEARTLAND CROSSING DEVELOPMENT
CONTROL COMMITTEE GUIDELINES**

**FOR ARCHITECTURAL APPROVAL FOR
ALL PROPOSED CONSTRUCTION AND IMPROVEMENTS**

INTRODUCTION

Pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing (herein referred to as the "Declaration"), the Development Control Committee (herein referred to as the "Committee") is charged with the responsibility of preserving and enhancing the values of properties subject to the Declaration, of maintaining a harmonious relationship among structures and the natural vegetation and topography of said properties, and of providing for the proper functioning of the storm drainage system for said properties. For these purposes, the Committee has the right to promulgate and enforce rules, regulations and guidelines to regulate the exterior design, appearance, use, location and maintenance of lands, and improvements thereon, subject to the Declaration. In order to satisfy this responsibility, the Committee has the right to take the following actions:

- (a) Approve or disapprove plans and specifications for all proposed construction on land subject to the Declaration, and
- (b) Approve or disapprove plans and specifications for all improvements of property on land subject to the Declaration.

The following guidelines for all construction on and improvement of the land subject to the Declaration are hereby adopted by the Committee for guidance to property owners in preparing and submitting plans and specifications to the Committee for its consideration. These guidelines may be changed, modified and amended by the Committee at any time, in accordance with the procedure therefore set forth in the Declaration.

NOTE: NO NEW CONSTRUCTION OR IMPROVEMENT TO AN EXISTING STRUCTURE MAY BE INITIATED WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMMITTEE.

While the Declaration provides that the Committee shall have up to forty-five (45) days for the approval or rejection of submitted plans, the Committee will make every effort to complete the review process in a shorter period when necessary to accommodate the needs of property owners.

In subdivisions where builders have exclusivity, the Committee may pre-approve a sample of plans presented by the builder to expedite this process.

The reason for this amendment is to make Exhibit "C" congruent with the other amendments by changing the Introduction of Exhibit "C" which was impacted by other amendments to the Master Declaration of Covenants. The authority to make this amendment is granted to the Declarant under Article XIII, Section 13.2(a) of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing.

MARKINGS WERE ADDED TO THIS
PAGE TO ENABLE THE SCANNER
TO PICK UP THE IMAGE

Exhibit "C", Article I, Sections 3 and 4 are hereby amended to read as follows:

I. CONSTRUCTION APPROVAL

3. METHOD OF APPROVAL

The Committee shall review plans within forty-five (45) days of a complete submittal by the Lot Owner or Builder. The Committee shall retain one (1) set of plans for its files. If the Committee approves or disapproves the plans, written notice of such approval or denial shall be given to the lot owner and shall specify the reason or reasons for such approval or disapproval. Construction may not start until all plans have received "approval" from the Committee. Any architectural request that is not ruled upon by the DCC in writing within forty-five (45) days from the date the initial request was received by the DCC is automatically deemed denied. Under no circumstances will a verbal or non-written approval by any member of the DCC or the Board be deemed an acceptable form of approval of any architectural request.

4. RESUBMITTAL

If the Committee has disapproved any of the submitted plans it is the responsibility of the Owner to see that corrections or modifications are made in compliance with the Committee comments. The Owner shall then resubmit one set of corrected plans with changes "noted", or the Owner may submit a written request for a variance for the approval of the original plans. The Committee will make every effort to review and approve the plans or variance request as quickly as possible. If the Owner submits a request for a variance to the DCC that is denied, then the Owner shall be allowed thirty (30) days after the denial of the variance to re-submit one set of corrected plans with the changes required by the DCC "noted". The opportunity to re-submit more than one corrected set of plans for approval is left to the sole discretion of the DCC.

The reason for this amendment is to make Exhibit "C" congruent with the other amendments by changing Article I, Sections 3 and 4 of Exhibit "C" which was impacted by other amendments to the Master Declaration of Covenants. The authority to make this amendment is granted to the Declarant under Article XIII, Section 13.2(a) of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing.



Exhibit "C", Article II, Section 1 is hereby amended to read as follows:

II. ARCHITECTURAL GUIDELINES

I. FENCES, WALLS, AND SCREENING

Fencing, walls and screening will be designed and installed to be as harmonious as possible with the architectural character of the community.

The Committee discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. The Committee shall have the right to require additional landscaping on the exterior side of all solid fencing on a lot (i.e. on the sides of such fencing facing away from the house on such lot). Fences may be privately installed but must be constructed to professional levels of quality. Nonprofessionally installed fences will be inspected by the Committee after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review.

(A) Fences and Walls.

(i) Height & Location Restrictions.

(a) The DCC may approve wood or plastic/vinyl privacy style fences up to six feet (6') feet in height which otherwise meet these guidelines. Black coated chain link and picket style fences must not exceed four feet (4') in height. The DCC will give consideration, however, to a variance in this height limit where unique circumstances exist; however, under no circumstances shall any fence greater than eight feet (8') be approved.

(b) Fences in general shall not be located any closer to the front of the home than the rear foundation line (rear corner) of the home. However, fences located on the side of any home may be erected or placed forward of the rear foundation line (rear corner) of the home if approved by the DCC; however, under no circumstances shall a fence be erected or placed forward or closer to the front Lot line of the Lot by a line extending perpendicular from the side of the home at a point ten feet (10') back or behind the front foundation line (front corner) of the home.

(c) No fence or screen will be approved if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the DCC when reviewing for

approval. All fences must also meet any site line regulations and/or set back requirements for fences as established by local Ordinance, state law or as set forth in any other covenant within this Declaration of Covenants or Declaration of Covenants for any subdivision within the Development.

(d) Any Owner(s) on adjoining, or neighboring, Lots that wish to erect any fences that are to be connected, joined or shared, on one or more sides, by those Lots must submit in writing a request for approval for such adjoining fences signed by each Owner of a Lot where the adjoining fences will be erected, placed or maintained. This request must be included with the written architectural request submitted to the DCC. All fences that are not to be adjoined, or connected, to neighboring fences shall be set back a minimum of eighteen inches (18") from each Lot line unless otherwise required by any regulations and/or set back requirements for fences as established by local Ordinance, state law or as set forth in any other covenant within this Declaration of Covenants or Declaration of Covenants for any subdivision within the Development.

(e) Dog Run or Dog Kennel fencing is strictly prohibited unless it is an electronic "invisible" fence.

(f) Rear yard fencing on any Lot located on the golf course is strictly prohibited.

(g) Lake edge walls or other retaining walls shall be designed to be two foot (2') above normal pool and eight inches (8") in thickness.

(h) No variance of this Amended Exhibit "C" Article II, Sections 1(A)(i)(b), (c), (d), (e), or (f) may be granted by the DCC.

(ii) Materials, Style & Finish.

(a) Fences shall be wood, plastic/vinyl material, or black vinyl covered chain link only. No plain or non-vinyl coated chain link or galvanized metal fences shall be permitted in the Development.

(b) Wood fencing shall be painted or stained to match the exterior colors of the home or have a natural wood finish.

(c) Wood privacy style fences shall be shadow-box or Cape Cod style. Cape Cod style fences shall have French gothic posts

(post with pointed top) and a concave scallop (bottom of a circle or oval) between the posts.

(d) All fences shall be properly maintained by the Lot Owner, and no fence shall be allowed to become unsightly to the appearance of the neighborhood, discolored, or to be broken, warped, or otherwise be or exist in a state of disrepair. The DCC has the sole discretion to determine when a fence is not being properly maintained.

(e) The finished side of all fences, including privacy style fences, shall be displayed outwardly, or to the exterior of the fence or Lot, and shall not be turned so that the finished side of the fence is facing in toward the residence or yard contained inside of the fence. This provision shall not be construed to mean that the interior of the fence cannot also be finished.

(f) Retaining walls shall be architecturally compatible with the exterior of the home (i.e. stone or brick veneer). No railroad tie retaining walls shall be approved or allowed in the Development.

(g) Lake edge walls shall be of concrete construction (smooth finish).

(h) No variance of Sections 1(A)(ii)(a) or (c) may be granted by the DCC.

The reason for this amendment is to make Exhibit "C" congruent with the other amendments by changing Article II, Section 1 of Exhibit "C" which was impacted by other amendments to the Master Declaration of Covenants. The authority to make this amendment is granted to the Declarant under Article XIII, Section 13.2(a) of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing.

Exhibit "C", Article II, Sections 5, 6 and 7 are hereby amended to read as follows:

II. ARCHITECTURAL GUIDELINES

5. SWIMMING POOLS

(A) No on-ground or above-ground swimming pools (excluding toddler pools that are twelve inches (12") deep or less) shall be allowed in the Development. In-ground, or permanent, pools must be approved in writing by the DCC before construction or installation begins. Additionally, for the purpose of this section, children's inflatable pools less than twenty-four (24") in depth are hereby excluded from this restriction. Any such pool may be subject to a requirement that the pool be fenced if it is determined by the DCC that such fencing is necessary to ensure property safety of neighboring residents and/or children. For purposes of this section, on-ground or above-ground swimming pools include inflatable pools and on-ground or above-ground pools that have been buried or partially buried in the ground. No variance of this subsection may be granted.

(B) Fencing is required around any in-ground, or permanent, pool to be constructed or installed. Therefore, all architectural applications for in-ground, or permanent, pools shall be accompanied by an application for acceptable fence and landscape design approval. The design for fencing shall meet all requirements under Indiana law, local ordinance, and any restrictions or requirements set forth in this Declaration of Covenants. No electronic slide covers will be acceptable in lieu of fencing due to the high population of children in the Development.

(C) Use of Planting in the vicinity of the proposed pool will be required to soften the effect of sound and the appearance of fencing on adjacent properties.

6. TENNIS COURTS, RACQUETBALL COURTS, PADDLE BALL COURTS, BASKETBALL GOALS, ETC.

Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational or sporting facilities will be approved by the Committee only after thorough consideration of the potential effect of such a Structure or use in neighboring properties. The Committee will not approve non-baffled lighted courts or facilities. An application for the construction of any such facility will not be considered unless the application is accompanied by an application for an acceptable fence and landscape design approval. It is recommended by the Committee that any such fencing be of an open composition in order to blend in with the surrounding properties and soften the effect on adjacent properties.

Basketball goals are not allowed in the front driveways of any homes, nor can they be mounted to any home in the Development. Temporary or moveable basketball goals may not be located in the driveway of any home in the Development, nor can they be placed

on any sidewalk, curb or street in the Development, or any in any other location that will require or allow play to occur in the streets of the Development. Backboards of all basketball goals shall be transparent (clear) with a black pole (or approved equal). The Committee reserves the right to approve or disapprove the style or location of all basketball goals.

7. PLAY EQUIPMENT OR STRUCTURES

Children's play equipment such as sandboxes, swings and slides, playhouses, tents, etc. shall not require approval by the Committee provided such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including painting or staining) and every reasonable effort has been made by the lot owner to screen or shield such equipment from view of adjacent lot owners and the equipment shall be located in the rear of the lot. All equipment higher than six (6) feet shall require written approval of the design, location, color, material and use by the Committee before it may be constructed or installed.

The reason for this amendment is to make Exhibit "C" congruent with the other amendments by changing Article II, Sections 5, 6 and 7 of Exhibit "C" which was impacted by other amendments to the Master Declaration of Covenants. The authority to make this amendment is granted to the Declarant under Article XIII, Section 13.2(a) of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing.

Exhibit "C", Article II, Section 19 is hereby amended to read as follows:

II. ARCHITECTURAL GUIDELINES

19. EXTERIOR ANTENNAS

In accordance with the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), members may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. The DCC reserves the right to require members to put screening around the dish to hide it from view, or to cover or paint the dish to make it more acceptable in appearance to its surroundings. The DCC also reserves the right to specify a preference order of places to install the dish. Other antennae or devices, such as towers or radio antennae that are not covered by the OTARD rule must receive approval of the DCC before being installed on any Lot.

The reason for this amendment is to make Exhibit "C" congruent with the other amendments by changing Article II, Section 19 of Exhibit "C" which was impacted by other amendments to the Master Declaration of Covenants and to bring the provision into compliance with the Federal Telecommunications Act of 1996. The authority to make this amendment is granted to the Declarant under Article XIII, Section 13.2(a) of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing.

Exhibit "C", Article II, Section 22 is hereby amended to read as follows:

II. ARCHITECTURAL GUIDELINES

22. CONSTRUCTION STANDARDS / QUALITY OF WORKMANSHIP

- (A) All private Owners and construction trade professionals performing work on any structure or other improvement on any lot in the property subject to the Declaration will be expected to do their work in a professional manner, and in accordance with all standards published by the recognized trade councils of their respective industries, and it shall be understood that all work performed in such property shall be of the highest quality known to the trade. It is not the duty or the responsibility of the Committee to supervise or inspect the quality of construction performed by the construction trades, but should the Committee discover what it considers "low quality work" or work being performed which is not in accordance with the plans approved by the Committee, the owner of the lot and the holder of the building permit for the work in question (if known) may be notified and the work shall be corrected to a professional standard and made to conform to the approved plans.
- (B) Should the determination of the Committee in this regard be challenged by the owner of the lot or the holder of the building permit, such challenge shall be in writing and served upon the Committee accompanied by a certified letter from an architect registered to practice in the State of Indiana and bearing his signed seal stating that, in his professional opinion, the work in question is in accordance with the plans approved by the Committee and meets the quality standards herein required.
- (C) Should the Committee still disagree and feel the work is substandard or not in accordance with the approved plans, a panel of three architects will be chosen to review the work and their majority vote shall constitute the final determination as to what, if any, action is required. Should such panel of architects rule the work substandard or not in accordance with the approved plans, then the work shall be reexecuted to professional standards and in accordance with the approved plans within thirty (30) days. In any case in which such a panel of architects is to make a determination hereunder, one such architect shall be selected by the Committee, one by the owner of the lot (or his builder), and the third by the two so selected. If either party fails to select its architect and advise the other of such selection within five (5) days after the date upon which the Committee notifies the owner of the lot or the holder of the building permit that the Committee still feels the work is substandard or not in accordance with the approved plans, then the single architect selected by one of the parties shall serve alone as the panel of architects to make such final determination. The costs and expenses of the architectural

review panel selected to determine any such dispute shall be borne and paid in equal shares, one-half (1/2) by the Association and one-half (1/2) by the owner of the affected lot.

(D) Neither the Developer of the property subject to the Declaration nor any member of the Committee shall at any time have any liability whatsoever to the owner of any lot in such property or to any holder of a building permit for any improvements to be located thereon nor to any other person for any determination or decision made by the Committee in the exercise of its duties and responsibilities or for any actions taken or attempts made by the Developer or the Committee to enforce quality construction practices in the subject property.


(E) The manufacturer's printed instruction and directions for the application or installation of their products shall always constitute the minimum standard for the application or installation of that product.

EXHIBIT "C"

The reason for this amendment is to make Exhibit "C" congruent with the other amendments by changing Article II, Section 22 of Exhibit "C" which was impacted by other amendments to the Master Declaration of Covenants. The authority to make this amendment is granted to the Declarant under Article XIII, Section 13.2(a) of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing.

IN WITNESS WHEREOF, the undersigned submits and files these Amendments to the Master Declaration of Covenants, Conditions, Easements and Restrictions for Heartland Crossing this 14th day of June, 2006.

HEARTLAND CROSSING FOUNDATION, INC.
BY CEDAR RUN LIMITED, INC. (Declarant)




Timmy J. Shrout, President of Cedar Run Limited, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Timmy J. Shrout, President of Cedar Run Limited, Inc., who, having been duly sworn, under the penalties of perjury, stated that he is the President of Cedar Run Limited, Inc. an Indiana Corporation, who acknowledge the execution of the foregoing for and on behalf of said corporation for the Heartland Crossing Foundation, Inc. pursuant to the authority granted to the Declarant by the Master Declaration, and who, having been duly sworn, stated that representations contained herein are true.

Witness my hand and Notarial Seal this 14th day of June, 2006.

My Commission Expires:



Signature



JOE KOCHER, Notary Public
My Commission Expires: 8-3-07
Residing in Hendricks County

County of Residence:

Printed

This document was prepared by: SCOTT A. TANNER, Attorney at Law
6745 South Gray Road, Suite H
Indianapolis, IN 46237
Phone: (317) 536-7435 / Fax: (317) 536-7438