

MARION COUNTY RECORDS
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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE TOWNHOMES AT MERIDIAN SQUARE**

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for The Townhomes at Meridian Square (hereinafter referred to as the "First Amendment"), made this ~~July~~ ^{4th} day of ~~July~~ ^{August}, 2004 by RH of Indiana, L.P., an Indiana limited liability company ("Owner"):

WHEREAS, the following facts are true:

A. RH of Indiana, L.P. did lay off, plat and subdivide that certain real property located in Marion County, Indiana, more particularly described on Exhibit A, attached hereto (the "Real Estate") and commonly known as The Townhomes at Meridian Square, as per plat thereof recorded in the Office of the Recorder of Marion County, Indiana on August 28, 2003, as Instrument No. 2003-177198 (the "Subdivision").

B. RH of Indiana, L.P. previously executed that certain Declaration of Covenants, Conditions and Restrictions for The Townhomes at Meridian Square (the "Declaration"), and recorded same in the Office of the Recorder of Marion County, Indiana on August 28, 2003, as Instrument 2003-0177197.

C. The Association (as defined in Section 1.2 of the Declaration) has approved the amendments to the Declaration set out herein by written consent of the members holding ninety-one percent of the votes entitled to be cast with respect to such amendment, all in accordance with Ind. Code § 23-17-10-4, which consent of the members is attached hereto as Exhibit 1 and incorporated herein by reference.

D. Section 13.5 of the Declaration provides that the Declaration may be amended by approval of at least sixty-seven percent (67%) of the votes entitled to be cast by all owners within the Subdivision.

F. Owner, holding more than the requisite sixty-seven (67%) of the votes entitled to be cast, now desires to amend the Declaration pursuant to and in accordance with Section 13.5 hereof.

NOW THEREFORE, Owner hereby declares that the Real Estate and any Additional Property (as defined in the Declaration) which is hereafter made subject to the Declaration and this First Amendment thereto is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for the preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated therein. The restrictions shall run with the land and shall be binding upon Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Real Estate or any part or parts thereof subject to such restrictions, and shall inure to the benefit of Declarant and its successors in title to the Real Estate or any part of parts thereof.

1. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Declaration.

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2. Section 1.17 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 1.17. "Lot" shall mean and refer to any discrete plot of land created by and shown on a Plat upon which a Dwelling Unit is intended to be constructed in accordance with applicable zoning ordinances; provided, however, that where a Dwelling Unit (i) is separated from an adjacent Dwelling Unit by a Party Wall, or (ii) shares a Party Wall with an adjacent Dwelling Unit, the center line of such Party Wall and its vertical extensions shall constitute the common boundary line (lot line) between adjacent lots, and the closure of the boundary lines of such adjacent Lots shall be accomplished by extending perpendicular lines from the horizontal extremities of such Party Wall to the closest boundary line or lines for such Lots as shown on any Plat or any part thereof; provided, further, that where any exterior wall of a Dwelling Unit is not a Party Wall, but extends outside the boundary lines (lot lines) of any Lot (as shown on any such Plat or part thereof) upon which such Dwelling Unit is primarily located, the boundary lines of such Lot shall be deemed extended to include all of the ground area occupied by such Dwelling Unit. It is the intent hereof that, in any and all events in which a boundary line as shown on any Plat or part thereof does not coincide with the actual location of the respective wall of the Dwelling Unit because of inexactness of construction, settling after construction, or for any other reason, this Declaration and any Plat or any part thereof shall be interpreted and construed so that all ground area underlying and lying beneath a Dwelling Unit shall be and constitute part of the Lot upon which such Dwelling Unit is primarily located to the end that all of such ground area shall be subject to fee simple ownership by the Owner of such Dwelling Unit; to the extent necessary to accomplish and implement such intention, interpretation and construction, the boundary lines of Lots shall be determined in accordance with the foregoing definitional provisions and boundary lines as so determined shall supersede the boundary lines for Lots shown on any Plat or part thereof.

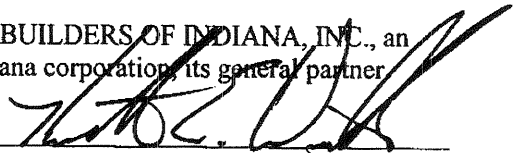
3. A new Section 1.31 is hereby added to the Declaration, which shall read as follows:

Section 1.31. "Party Wall" shall mean and refer to each wall which is built as part of the original construction of the Dwelling Units upon the Property and placed on the dividing line between Lots. Party Walls are further described and defined in Article X of the Declaration.

IN WITNESS WHEREOF, Owner has executed this First Amendment to Declaration of Covenants, Conditions, and Restrictions for The Townhomes at Meridian Square as of the date first above written.

RH of INDIANA, L.P., an Indiana limited partnership

By: RH BUILDERS OF INDIANA, INC., an
Indiana corporation, its general partner

By: 
Kenneth E. Windler, Vice President of
Operations

STATE OF INDIANA)

COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kenneth E. Windler, known to me to be the Vice President of Operations of the general partner of RH of Indiana, L.P., who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants, Conditions, and Restrictions for the Townhomes at Meridian Square as such officer acting for and on behalf of said limited partnership and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 4 day of August, 2004.

Wanda Wooldridge
Wanda Wooldridge
My Commission Expires: 9-8-06
County of Residence: Hamilton

**This instrument prepared by MELISSA R. GARRARD, Attorney at Law
222 West South Street, Suite 120, P.O. Box 478, Lebanon, Indiana 46052**

CONSENT

This Consent (hereinafter referred to as the "Consent"), is executed this ~~July~~ ^{August} 4th day of ~~July~~, 2004 by RH of Indiana, L.P., an Indiana limited liability company:

WHEREAS, the following facts are true:

A. RH of Indiana, L.P. did lay off, plat and subdivide that certain real property located in Marion County, Indiana, more particularly described on Exhibit A, attached hereto (the "Real Estate") and commonly known as The Townhomes at Meridian Square, as per plat thereof recorded in the Office of the Recorder of Marion County, Indiana on August 28, 2003, as Instrument No. 2003-177198 (the "Subdivision").

B. RH of Indiana, L.P. previously executed that certain Declaration of Covenants, Conditions and Restrictions for The Townhomes at Meridian Square (the "Declaration"), and recorded same in the Office of the Recorder of Marion County, Indiana on August 28, 2003, as Instrument 2003-0177197.

C. The Articles of Incorporation ("Articles") for The Townhomes as Meridian Square Homeowners Association, Inc. (the "Corporation") were filed with the Indiana Secretary of State's Office on December 2, 2003.

D. The Corporation was formed pursuant to the Indiana Non-Profit Corporation Act of 1991 (the "Act").

E. The Act provides in pertinent part, at Ind. Code § 23-17-10-4:

(a) Unless limited or prohibited by the articles of incorporation or bylaws, action required or permitted by this article to be approved by the members may be taken without a meeting of members if the action is approved by members holding at least eighty percent (80%) of the votes entitled to be cast on the action....

* * * * *

(c) A consent signed under this section: (1) has the effect of a meeting vote; and (2) may be described as such in any document.

F. The Articles of Incorporation and Bylaws of the Corporation do not limit or prohibit action by written consent as provided in Ind. Code § 23-17-10-4.

G. As of the date of execution of this Consent, pursuant to Section 5.3(b) of the Articles and Section 3.1 of the Declaration, RH of Indiana, L.P. holds ninety-one percent of the votes entitled to be cast on the action described herein.

H. R.H. of Indiana, L.P. desires to take the action described herein by written consent in accordance with Ind. Code § 23-17-10-4

NOW THEREFORE, the undersigned hereby consents as follows:

RESOLVED: that the Corporation hereby adopts the First Amendment to the Declaration of Covenants, Conditions, and Restrictions for the Townhomes at Meridian Square (the "First Amendment"), attached hereto as Exhibit A.

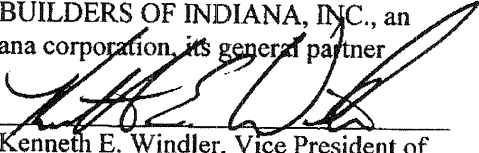
FURTHER RESOLVED: that the Corporation hereby authorizes R.H. of Indiana, L.P. to execute the First Amendment and to cause same to be duly recorded with the Office of the Recorder of Marion County, Indiana.

FURTHER RESOLVED: that R.H. of Indiana, L.P. shall have the full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, and the Corporation hereby ratifies and confirms all that R.H. of Indiana, L.P. may or shall lawfully do or cause to be done by virtue thereof.

IN WITNESS WHEREOF, R.H. of Indiana, L.P. has executed this Consent as of the date first above written.

RH of INDIANA, L.P., an Indiana limited partnership

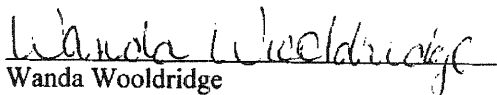
By: RH BUILDERS OF INDIANA, INC., an
Indiana corporation, its general partner

By: 
Kenneth E. Windler, Vice President of
Operations

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth E. Windler, known to me to be the Vice President of Operations of the general partner of RH of Indiana, L.P., who acknowledged the execution of the foregoing Consent as such officer acting for and on behalf of said limited partnership and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 4 day of August, 2004.


Wanda Wooldridge
My Commission Expires 9-8-06
County of Residence: Hamilton

This instrument prepared by MELISSA R. GARRARD, Attorney at Law
222 West South Street, Suite 120, P.O. Box 478, Lebanon, Indiana 46052