

VOTING BALLOT

Proposed Amendments to

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE CROSSING

The Board of Directors of Eagle Crossing Homeowners Association, Inc. has proposed amending the Declaration of Covenants, Conditions and Restrictions for Eagle Crossing, as follows: (a) to permit storage sheds and mini-barns in the Eagle Crossing subdivision; and (b) to restrict leasing of residences in order to help protect property values in the Eagle Crossing subdivision. In order to amend the Declaration the approval of 75% of the Lot Owners must be obtained. Please read the proposed amendments in Exhibit "A" and Exhibit "B" amending section 7.11 and adding new section 7.33 to the Declaration. Print your name and address, date and sign the form, and indicate your vote by checking the appropriate lines. You are voting on two (2) separate amendments. If either amendment or both are approved, this document may be filed with the Hendricks County Recorder's Office. The amendment(s) become(s) effective immediately when the amendment(s) is/are recorded.

Please return this completed Voting Ballot using the enclosed self-addressed, stamped envelope to: M GROUP, 509 E. National Ave., Indianapolis, IN 46227. Thank you.

Proposed Section 7.11: **See Exhibit "A" attached hereto.**

Proposed New Section 7.33: **See Exhibit "B" attached hereto.**

The undersigned, being the designated voting representative of all persons or organizations with an ownership interest in the Lot described below, hereby casts his vote, as follows:

_____ **APPROVES** amending section 7.11 of the Declaration (VOTE APPROVING SHEDS)

_____ **DOES NOT APPROVE** amending section 7.11 of the Declaration (VOTE AGAINST SHEDS)

AND

_____ **APPROVES** new section 7.33 to the Declaration (VOTE APPROVING RENTAL CAP)

_____ **DOES NOT APPROVE** new section 7.33 to the Declaration (VOTE AGAINST RENTAL CAP)

Dated: _____

Owner's Signature

Printed Name

Street Address

EXHIBIT "A"

Existing:

Section 7.11 Storage Sheds and Temporary Structures. Except as may be utilized by Developer during the Development Period, no tent, shack, trailer, storage shed, mini-barn or other similar detached structure shall be placed upon a Lot or the Common Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special events with prior written approval of the Committee or the Developer and children's overnight camping tents will be allowed as long as they are not up longer than forty-eight (48) hours.

Proposed:

"Section 7.11 Storage Sheds and Temporary Structures. ~~Except as may be utilized by Developer during the Development Period, no tent, shack, trailer, storage shed, mini-barn or other similar detached structure shall be placed upon a Lot or the Common Areas.~~ No structures of a temporary character shall be used on any Lot as a residence, or for any other purpose, either temporarily or permanently. Outside storage buildings, sheds and mini-barns (all referred to herein as "sheds") shall be allowed providing applications are submitted in writing to the Architectural Control Committee ("ACC") and approved in writing before being constructed and installed on any Lot. Only one (1) shed shall be permitted on a Lot.

The maximum floor area of a shed shall not exceed one hundred thirty-two (132) square feet. The maximum height of a shed shall not exceed nine (9.0) feet, measured from the ground level to the highest point on the shed's roofline. A shed shall be architecturally and aesthetically compatible with the dwelling and shall be constructed using the same or equivalent materials as the dwelling. Sheds shall be painted the same color as the dwelling with roofing to match the dwelling in color and material. No metal sheds will be permitted.

Sheds shall only be used for storage of normal home maintenance and upkeep materials or equipment. Storage of automobiles shall be prohibited. Storage of any item that may invite an unhealthy and/or unsightly condition is expressly prohibited. No items may be stored around the outside of a shed. Sheds shall be only located in the rear yard of the Lot and no closer than ten (10) feet from any side property line and no closer than five (5) feet from any rear property line.

Notwithstanding the above, party tents or similar temporary structures may be erected for special events with prior written approval of the Committee ~~or the Developer~~ and children's overnight camping tents will be allowed as long as they are not up longer than forty-eight (48) hours.

[Key: Crossed-out words are deleted. Underlined words are added.]

EXHIBIT "B"

Proposed Amendment adding Section 7.33 to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE CROSSING

"Section 7.33. Leases. In order to insure that the residents within Eagle Crossing share the same proprietary interest in and respect for the Lots and the Common Areas, the following limitation is imposed on the leasing or rental of Lots and Dwelling Units.

(a) *Occupancy of Dwelling Units.* The occupation of any Dwelling Unit by any party other than the legal title owner of a Dwelling Unit is hereby prohibited, unless specifically permitted by the provisions contained herein. For purposes of this Article, a Dwelling Unit is exclusively occupied by one or more non-owner tenants, if the Lot Owner does not also correspondingly occupy the Dwelling Unit as his/her principal place of residence.

(b) *Lease Restrictions.*

i) No Dwelling Unit may be leased or occupied by one or more non-owners for a period of one (1) year from the date the Lot Owner receives legal title to the Lot, unless the Dwelling Unit is also occupied by the Lot Owner as his/her principal residence.

ii) All leases, including renewals of any Lease in place prior to the approval of this Amendment ("Lease"), shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors ("Board"). No portion of any Dwelling Unit other than the entire Dwelling Unit may be leased, even if the Owner is an occupant of the Dwelling Unit at the time of the partial leasing. No subleasing is permitted. No boarding houses are permitted.

iii) No Owner is permitted to lease or rent his/her Dwelling Unit, if the Owner is not in good standing with the Association or is delinquent in paying any assessments or other charges due to the Association at the time the lease is entered. No Owner will be permitted to lease his/her Dwelling Unit if the Owner or his/her successor is in violation of the Declarations or the Lot is subject to a judicial lien, recorded lien, or judicial order for injunctive relief.

iv) All leases shall be made expressly subject to and subordinate to, in all respects, the terms of the Declaration, By-Laws and any rules and

regulations promulgated by the Board, as amended, to the same extent as if the tenant were an Owner and a member of the Association. All leases shall provide for direct action by Eagle Crossing and/or any Owner against the tenant with or without joinder of the Owner of such Lot. In addition, the Lease shall provide that a violation of the covenants and restrictions of the Declaration, the By-Laws, or the rules and regulations of the Association constitutes a breach of the lease, which may be directly enforced by Eagle Crossing. Eagle Crossing shall have the right to pursue all remedies provided under the Declaration, this Amendment and at law, including eviction of any tenants or non-owner occupants in violation.

v) All Owners who do not reside in their Dwelling Unit shall provide the Board with a copy of the lease showing the name of the tenant(s) and any other residents living in the Dwelling Unit. The Owner shall supply copies of the Declaration, By-Laws and rules and regulations to the Tenant prior to the effective date of the lease. In addition, the Board shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. Failure of the Owner or their Tenants to abide by the laws of the United States of America, State of Indiana, or local ordinances shall constitute an event of default under the lease for which Eagle Crossing may seek eviction of the Tenant and damages against the Owner for violation of the Declarations.

vi) No more than twelve percent (12%) or One Hundred Three (103) Dwelling Units in Eagle Crossing may be leased/rented at any point in time. In the event the Board determines this rental cap is met or exceeded, the Board shall maintain a waiting list for Owners who desire to rent their Dwelling Units, on a first-come-first serve basis. An Owner whose lease expires and tenants vacate the Dwelling Unit, will retain his right to lease the Dwelling Unit indefinitely, but will be counted toward the total number allowed.

(c) *Hardship Exceptions.* The Board may, in its discretion, grant an exception, for not more than one (1) year at a time, to the limit provided in this section, to an Owner if the Board determines that the Owner has a significant hardship. The Owner must submit proof of the hardship to the Board's satisfaction when requesting a Hardship Exception. For purposes of this Section, examples of a significant hardship may include, but are not limited to:

- i) death of an Owner or co-Owner;
- ii) dissolution of marriage of an Owner;
- iii) extreme financial or personal hardship of an Owner;
- iv) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Dwelling Unit

due to a change of employment, military deployment or retirement; or
v) temporary, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners.

(d) *Owner is Still Liable.* No Lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his/her responsibility to Eagle Crossing and to the other Owners for compliance with the provisions of the Declaration, By-Laws and any rules and regulations promulgated by the Board, or from the Owner's liability to the Association for payments of assessments.

(e) *Approval and Form of Lease.* Any Owner desiring to enter into a Lease for his/her Dwelling Unit shall petition the Board in writing with their proposed lease, proposed tenant or occupant, rent or compensation exchanged, other extenuating circumstances and submit the form of the proposed Lease to the Board for review for compliance with the requirements of this Amendment. A reasonable fee may be charged to the Owner to review the proposed lease. Once an Owner receives written approval to lease from the Board, the approval remains in effect until the Owner sells the Dwelling Unit being leased, or until the Owner relinquishes his right to rent by notifying the Board, or until the Owner is found in violation of any provisions of this Section 7.33.

(f) *Violations.* If any Owner leases or rents his/her Dwelling Unit in violation of the provisions of this Section 7.33, Eagle Crossing may bring a legal action to enjoin the improper conduct and seek any other relief available according to the Declarations or at law. In the event that legal action is taken to enforce this Amendment, the Association shall be entitled to an award of its costs and attorney's fees incurred as provided for in the Declaration.

(g) *Effective Date of Lease Conditions.* These leasing restrictions shall be effective on the date of recording this Amendment. Any lease in existence on the date this Amendment is recorded may continue until its expiration or the expiration of any renewal thereof or until the Dwelling Unit is sold, whichever comes first. In order for this exception to apply, the Owner must inform the Board of the existence of a lease by delivering a copy of the executed lease, which is in effect at the time to the Board within thirty (30) days after the recording of this Amendment and shall furnish a copy of any subsequent lease within thirty (30) days after its execution. Failure by an Owner to timely deliver a copy of any such lease to the Board shall result in said Owner's Dwelling Unit being subject to the restrictions of this Section 7.33, except the Owner's right to lease the Dwelling Unit shall not be denied or withdrawn.

(h) *Foreclosures.* The provisions of this Amendment shall not apply to any institutional mortgage holder of any Lot or to Eagle Crossing Homeowners Association, Inc., who might come into possession of a Dwelling Unit by reason of

any remedies provided by law or in equity or in a mortgage or lien or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement or deed in lieu of foreclosure, if such mortgage holder was in possession of the Dwelling Unit at the time this Amendment was approved. This exemption is non-transferable. After the approval and recording of this Amendment, these provisions shall apply to all mortgage holders of any Lot acquiring its Lot after the date of recording of this Amendment.”