

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made this 21st day of June, 1994, by Parkland Supply Corporation, Number One, an Indiana corporation, called declarant, for itself, its successors, grantees and assigns,

WITNESSETH:

WHEREAS,

- A. Declarant, as the owner in fee simple of real property located in Clark County, Indiana and known by official plat designation as Country Club Estates, A Planned Unit Development, to the City of Jeffersonville ("Development"), pursuant to a Plat recorded on the 8th day of December, 1992, in Plat Book 10, at Page 39, Recorder of Clark County, Indiana, filed that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") encumbering said Development, which Declaration was recorded on the 8th day of December, 1992 in Miscellaneous Book 24, at Page 18316, Recorder of Clark County, Indiana.
- B. As a result of the proposed development scheme for a portion of the Development and certain statutory requirements related thereto, it is necessary to modify and amend the Declaration to comport with said development scheme and statutory requirements.

NOW, THEREFORE, declarant hereby declares that:

1. The term "Association C", as defined in Article One, Section 1 of the Declaration, is hereby amended by deleting the definition of Association C in its entirety and substituting in lieu thereof the following:

"'Association C' shall mean and refer to the Association covering the Units in Phase II as shown on the recorded Plat (4-plex Patio Homes), which Association is known as Country Club Patio Homes Owner's Association, Inc., an Indiana corporation, formed pursuant to the Condominium Declaration (as defined herein)."

2. The term "Common Area C", as defined in Article One, Section 2 of the Declaration, is hereby amended by deleting the

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definition of Common Area C in its entirety and substituting in lieu thereof the following:

"'Common Area C' shall mean the Common Areas and Limited Areas of Phase II as shown on the recorded Plat (4-plex Patio Homes) and defined in the Condominium Declaration (as defined herein)."

3. The Declaration is hereby amended by adding the following language as Article One, Section 2-A of the Declaration:

"Article One Section 2-A. 'Condominium Declaration' shall mean and refer to the Declaration of Horizontal Property Ownership for Country Club Patio Homes Horizontal Property Regime, together with the Code of By-Laws of Country Club Patio Homes Horizontal Regime and of Country Club Patio Homes Owners Association, Inc. attached thereto, as recorded in Miscellaneous Drawer 26 as Instrument No. 10331, in the Office of the Recorder of Clark County, Indiana, and as shown on the floor and building plans of the Units prepared by the Corradino Group and certified by William Saegesser, P.E. #18499, under date of 4-25, 1994, and filed in the Office of the Recorder of Clark County, Indiana, in Condominium Plat Book 1, as of July 6, 1994, Page 5A, Instrument No. 10330, together with all supplements, modifications and amendments thereto filed in connection with the terms of the Condominium Declaration."

4. Article One, Section 6 of the Declaration is hereby modified by deleting the word "Property" from the only sentence in said Section and substituting in lieu thereof the words "Planned Unit Development".

5. Article Two, Section 3, Section 5, Section 7 and Section 9 are hereby amended by deleting the word "not" the first time said word appears in each of the foregoing Sections so that each of Article Two, Sections 3, 5, 7 and 9 shall provide that membership shall be appurtenant to and may not be separated from ownership of the lot or the unit.

6. Article Two, Section 6 of the Declaration is hereby amended by deleting Section 6 in its entirety and substituting in lieu thereof the following language:

"Section 6. Membership in Association C shall be governed by the terms of the Condominium Declaration."

7. Article Three, Section 3 is hereby amended by deleting subsection (a) in its entirety and substituting in lieu thereof the following:

"(a) Until January 1 of the year immediately following the conveyance of the first lot or unit by declarant to an owner or owners or until One Hundred (100) of the lots or units are conveyed whichever occurs later, the maximum annual assessment shall be Five Hundred Forty Dollars (\$540.00) (which shall be equally divided between Association A and the Association to which those lots or units also belong)."

8. The Declaration is hereby amended by adding as the following language as Article Five, Section 11 (e) of the Declaration:

"Section 11 (e). Prevent Declarant, Declarant's transferees or the employees, contractors, subcontractors of Declarant or Declarant's transferees from maintaining on any of the lots or units owned or controlled by any of them such model units, storage yards, construction yards, constructions offices, sales offices, management offices, and business offices as may be necessary in connection with the sale, lease or development of any of the lots or units within the Development."

9. Article Six of the Declaration is hereby amended by adding the words "and casualty" at the end of the only sentence in said Article.

10. Article Seven of the Declaration is hereby amended by adding the words "except as may be limited by applicable statutes, laws, rules or regulations" at the beginning of the first sentence of said Article.

All capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Declaration.

It is the intent of declarant that the Declaration is hereby confirmed and ratified in all respects on and as of the date of this Amendment as if re-executed on the date hereof (except as expressly modified hereby) and that all covenants, restrictions and obligations set forth in the Declaration shall remain in full force and effect and shall not be diminished, impaired or released as a result hereof.

IN WITNESS WHEREOF, Parkland Supply Corporation, Number One, has caused this Amendment to be executed this 15th day of March, 1994.

PARKLAND SUPPLY COMPANY,
NUMBER ONE, INC.

By: Walter T. Bales
Walter T. Bales, President

By: Sylvia Cane
Sylvia Cane, Secretary

STATE OF INDIANA

COUNTY OF CLARK

Before me, a Notary Public in and for the above county and state, on the 15th day of March, 1994, personally appeared Walter T. Bales, as President, and Sylvia Cane, as Secretary, of Parkland Supply Company, Number One, Inc., and acknowledged the execution of the foregoing First Amendment to Declaration to Covenants, Conditions and Restrictions.

WITNESS my hand and notarial seal.

David L Lewis
Notary Public
Resident of Clark County, Indiana
Printed Signature:

DAVID L LEWIS

My Commission Expires:

3-23-96

Consent of Lot Owners

The undersigned, being the only owners of lots in the Development, and the only members of Association A, other than Declarant, hereby consent the foregoing First Amendment to Declaration to Covenants, Conditions and Restrictions and the recording of same with the Recorder of Clark County, Indiana and further agree that the lots or units owned by the undersigned within the Development (as defined in the Declaration) shall be subject to the provisions of the Declaration, as amended by the foregoing First Amendment to Declaration to Covenants, Conditions and Restrictions.

[Handwritten Signature]
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STATE OF INDIANA

COUNTY OF CLARK

Before me, a Notary Public in and for the above county and state, on the 15th day of July 1994, personally appeared David J. Sandoz and acknowledged the execution of the foregoing First Amendment to Declaration to Covenants, Conditions and Restrictions.

WITNESS my hand and notarial seal.

[Handwritten Signature]
Notary Public
Resident of Clark County, Indiana
Printed Signature:
KAREN D. SELLS

My Commission Expires:
April 4, 1997

STATE OF INDIANA

COUNTY OF CLARK

Before me, a Notary Public in and for the above county and state, on the 4th day of May, 1994, personally appeared Kenneth S. & Carolyn S. Pierce, and acknowledged the execution of the foregoing First Amendment to Declaration to Covenants, Conditions and Restrictions.

WITNESS my hand and notarial seal.

Karen D. Sears
Karen D. Sears Notary Public
Resident of Clark County, Indiana
Printed Signature:
Karen D. Sears

My Commission Expires:

4-4-97

STATE OF INDIANA

COUNTY OF CLARK

Before me, a Notary Public in and for the above county and state, on the 4th day of May, 1994, personally appeared William & Virginia Oul, and acknowledged the execution of the foregoing First Amendment to Declaration to Covenants, Conditions and Restrictions.

WITNESS my hand and notarial seal.

Karen D. Sears
Notary Public
Resident of Clark County, Indiana
Printed Signature:
KAREN D SEARS

My Commission Expires:

4-4-97

STATE OF INDIANA

COUNTY OF CLARK

Before me, a Notary Public in and for the above county and state, on the 4th day of May, 1994, personally appeared Morris & Irene Seifried, and acknowledged the execution of the foregoing First Amendment to Declaration to Covenants, Conditions and Restrictions.

WITNESS my hand and notarial seal.

Karen D. Sears
Notary Public
Resident of Clark County, Indiana
Printed Signature:
Karen D. Sears

My Commission Expires:

11-9-97

STATE OF INDIANA

COUNTY OF CLARK

Before me, a Notary Public in and for the above county and state, on the 4th day of May, 1994, personally appeared Sheila U. Johnson, and acknowledged the execution of the foregoing First Amendment to Declaration to Covenants, Conditions and Restrictions.

WITNESS my hand and notarial seal.

Karen D. Sears
Notary Public
Resident of Clark County, Indiana
Printed Signature:
Karen D. Sears

My Commission Expires:

11-97

STATE OF INDIANA

COUNTY OF CLARK

Before me, a Notary Public in and for the above county and state, on the 31st day of June, 1994, personally appeared [Signature], and acknowledged the execution of the foregoing First Amendment to Declaration to Covenants, Conditions and Restrictions.

WITNESS my hand and notarial seal.

[Signature]
Notary Public
Resident of Clark County, Indiana
Printed Signature:
[Signature]

My Commission Expires:

4-11-96

This Instrument Prepared By:
Alan M. Applegate
STITES & HARBISON
323 East Court Avenue
Jeffersonville, Indiana 47130
(812) 282-7566

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RALPH W. GREENLER
REGISTRAR OF CLARK CO.