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CLARK COUNTY RECORDER
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SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment to Declaration of Covenants, Conditions and Restrictions ("Second Amendment") made as of the 18th day of September, 2007, by not less than three-quarters of all the Members of Association A of Country Club Estates Homeowners Association, Inc., an Indiana corporation, its successors and assigns, and hereinafter collectively called "Members."

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions ("Declaration") encumbering Country Club Estates, A Planned Unit Development, to the City of Jeffersonville, Indiana ("Development") was recorded on the 9th day of December, 1992 in Miscellaneous Book 24, at page 18316, and as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions as recorded on the 21st day of June, 1994, in Miscellaneous Drawer 26, as Instrument No. 10329, all in the office of the Recorder of Clark County, Indiana; and

WHEREAS, pursuant to Article Eleven, Section 3 of said Declaration, the covenants and restrictions of said Declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of Members of Association A.

NOW, THEREFORE, the Members hereby amend the Declaration as follows:

1. Effective as of January 1, 2008, Associations B, D, E, F and G shall be merged into Association A along with the ownership of all real property of each Association for the common use and enjoyment of the owners, and Associations B, D, E, F and G shall cease to exist along with their duties and responsibilities.

2. Association A shall have one class of Members for voting on all matters, and every owner of a lot or unit in County Club Estates shall be a Member of Association A and membership shall be appurtenant to, and may not be separated from, ownership of a lot or unit.

3. Association A shall assume all of the rights, duties and obligations of Associations B, D, E, F and G and any reference to the rights, obligations or duties of Associations B, D, E, F and G in the Declaration are transferred to Association A.

4. Nothing in this Amendment shall affect Association C and each Member and Owner of a unit in Association C shall continue to be a voting member of Association A.

5. Delete Article One, Section 2, and substitute the following:

"Common Area A" shall mean all real property owned by Association A for the common use and enjoyment of the owners. The Common Area to be owned by Association A shall include the Common Area described as that area set forth in the recorded plat, as amended, which is incorporated herein, except the area described on the recorded plat as both an easement and common area shall be considered an easement only and not a common area. Also, the buffer

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area around the perimeter of County Club Estate shall be owned by Association A to be maintained as a buffer area and considered Common Area.

6. Delete Class B Members in Article Two, Sections 2, 4, 6, 8, 10, 12, and 13.
7. Add the following Section 9 to Article Two:

Section 9. Common Driveways. All Common Driveways, except for Association C, which are used by two or more owners for ingress or egress to their lots, shall be maintained jointly by the owners of said lots using said Common Driveways. All other driveways used by any single lot owner shall be maintained by said lot owner.

8. Add G to Section 1 of Article Three.
9. Delete Article Three, Section 2(i) and substitute the following:

(i) In addition to maintenance of the common area, Association A shall be responsible for the mowing and turf treatment of all 101 lots and common area located in Phases I, III, IV, V and VI of the planned unit development and the 32 units and common area located within the boundaries of Phase II of the planned unit development. Association A is granted the right to mandate a master contract for mowing and turf treatment for the entire Planned Unit Development with each lot or unit owner located in Phases I, II, III, IV, V and VI sharing the cost equally on a per lot or unit basis. Association C (Phase II) shall also share equally with all other lot or unit owners in the Planned Unit Development the costs of mowing and turf treatment of the common areas consisting of the club house grounds and entrance area to Country Club Estates and other items as determined by the Directors of Association A. In the event the need for maintenance or repair is attributable to the willful or negligent act of the owners of a lot or unit or their family, guest, or invitee, the cost of such maintenance or repair shall be added to and become a part of the assessment to which each lot or unit is responsible. Each lot owner shall be responsible for the purchase and maintenance of their mailboxes in conformity with all others in the Planned Unit Development.

10. Delete Section 8 of Article Three and substitute the following:

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association A. Any assessment not paid within sixty (60) days after the due date shall be deemed in default and Association A may file a lien against the owner and/or may bring an action at law against the owner personally obligated to pay such assessment, or may foreclose the lien against the property, including legal fees and costs of said foreclosure. No owner or owners may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the Common Area or abandonment of his or her or their lot or unit.

11. Amend Article Four, Section 5(a) to read as follows:

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded development plat. Within these easements, no structure or other permanent material, except a driveway for ingress and egress only, shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of

utilities, or that may damage, interfere with, or change the direction of flow of drainage in the easement. The easement areas adjacent to and/or connecting each lot or unit and improvements on such lot or unit shall be continuously maintained by the owner or owners of such lot or unit, except for improvements for maintenance of which a public authority or utility company is responsible.

12. Add Section 8 to Article Four as follows:

8. Brick Walls. All brick walls, foundations and footers located within three (3) feet of the lot line of each lot in the original Associations B, D, E, F, and G belong to the respective lot owner and maintenance thereof is the responsibility of the lot owner.

13. Delete Section 8 in Article Five and substitute the following:

Section 8. No fence, hedge, wall or other dividing item shall be constructed or maintained on any lot, except for the brick walls erected by the Declarant and the transferees of Declarant in constructing new residences in accordance with existing development architectural plans.

14. Delete Article Nine and substitute the following:

ARTICLE NINE ARCHITECTURAL COMMITTEE

(a) The Board of Directors of the County Club Estates Homeowners Association, Inc., shall appoint not less than three (3) persons who are members of said Association to serve as members of the Architectural Committee to approve all improvements or alterations to the exterior of each unit within County Club Estates and/or all new construction according to the rules set forth in this Article.

(b) Each unit or resident owner shall have the exclusive right to paint, repaint, tile, wash, paper, panel, carpet, brick, or otherwise maintain, refinish, and decorate the inner surfaces of the walls, ceilings, floors, and doors bounding his or her own unit.

(c) Nothing shall be altered, constructed, placed, or removed in, on, or from the common elements, except upon the prior written consent of the County Club Estates Homeowners Association, Inc.

(d) No building, construction, reconstruction, alteration, remodeling, major redesign of landscaping, parking, fence, wall, roofing, driveways, or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to, or maintained on any parcel, site, unit, or tract until the drawings, plans and specifications and such other information as the Architectural Committee may reasonably require, have been filed with the Committee. Such specifications which are to be filed with the Committee shall include, but are not limited to, colors, building materials, height, and location of same.

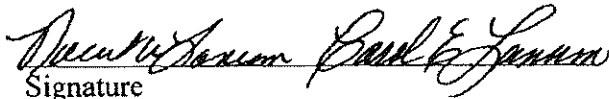
(e) The Board of Directors or its appointed Architectural Committee have the authority to reject the materials, exterior, colors, location, and designs submitted if the Committee is of the opinion that the same are inappropriate, incompatible, or not in harmony with the rest of the subdivision and Country Club Estates. In the event the appointed Architectural Committee or the Board of Directors shall fail to approve or disapprove such plans and specifications within thirty (30) days of receipt, approval shall not be required and this Article will be deemed to have been fully complied with.

(f) All construction or improvements on or in the premises shall be diligently prosecuted to completion. No construction material shall at any time be placed or stored so as to impede, obstruct, or interfere with pedestrian or vehicular traffic. Work must be completed in substantial compliance with the plans or specifications initially approved by the Architectural Committee.

(g) This Article Nine does not apply to Phase II (Association C).

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

IN WITNESS WHEREOF, the undersigned, being not less than two-thirds of the Owners of lots or units in the Development and Members of Association A, hereby execute and consent to the foregoing Second Amendment to Declaration of 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), as amended by the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions as of the date first above written.



Signature

ROBERT W. & CAROL E. LANUM
Printed Name

STATE OF INDIANA)
COUNTY OF CLARK)

Before me, a Notary Public in and for the above county and state on the 27th day of August, 2007, personally appeared ROBERT W. LANUM & CAROL E. LANUM and acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions.

Witness my hand and notary seal


CAROLE HAMMETT, Notary Public
Resident of Clark County, Indiana

My Commission Expires: 1-6-08

CONSENT OF LOT OR UNIT OWNER

Signature Hazel Bales Printed Name Mrs. Pauland Supply Co., #1, Etc

STATE OF INDIANA)
COUNTY OF CLARK)

Before me, a Notary Public in and for the above county and state on the 28th day of August, 2007, personally appeared Hazel Bales, Mrs of Pauland Supply Co., #1, etc and acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions.

Witness my hand and notary seal [Signature]
Robert W. Lanum, Notary Public
Resident of Clark County, Indiana

My Commission Expires: 7-15-08

CONSENT OF LOT OR UNIT OWNER

Signature Juanita Shepherd Printed Name Juanita Shepherd
Marvin R Shepherd MARVIN R SHEPHERD

STATE OF INDIANA)
COUNTY OF CLARK)

Before me, a Notary Public in and for the above county and state on the 30th day of August, 2007, personally appeared Marvin R Shepherd & Juanita Shepherd and acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions.

Witness my hand and notary seal [Signature]
Robert W. Lanum, Notary Public
Resident of Clark County, Indiana

My Commission Expires: 7-15-08

CONSENT OF LOT OR UNIT OWNER

Signature Elaine C Revak Printed Name Elaine C REVAK
Robert A Revak ROBERT A REVAK

STATE OF INDIANA)
COUNTY OF CLARK)

Before me, a Notary Public in and for the above county and state on the 30th day of August, 2007, personally appeared Robert A. Revak & Elaine C Revak and acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions.

Witness my hand and notary seal [Signature]
Robert W. Lanum, Notary Public
Resident of Clark County, Indiana

My Commission Expires: 7-15-08

