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RECORDER MONROE CO., IN

AMENDED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
MEADOW RIDGE VILLAGE AND PEPPERGRASS

\$0.21 218 173

THIS AMENDED DECLARATION, made on December 15, 1992, by the various Owners of Lots in the several Phases and Sections of Meadow Ridge Village and Peppergrass in accordance with existing Declarations (and amendments thereto) and By-Laws (and amendments thereto);

R E C I T A L S :

1. Meadow Ridge Village and Peppergrass (the "Community") constitute a residential development intended to be owner-occupied and consisting of dwellings which are attached by one or more party or common walls, the Community having been created by the following plats (the "Plats") recorded in the office of the Recorder of Monroe County, Indiana.

a. Meadow Ridge Village:

(1)	(Amended) Phase I of Section One	PB 7, pp 70-72
(2)	(Amended) Phase II of Section One	PB 7, pp 73-74
(3)	(Amended) Phase III of Section One	PB 7, pp 75-76
(4)	Phase IV of Section One	PB 7, pp 102-103
(5)	Phase V of Section One (Parcel "B")	PB 7, p 108
	(Parcel "A")	PB 7, pp 109-110
(6)	Phase I of Section Two	PB 7, pp 126-127
(7)	Phase II of Section Two	PB 7, p 218

b. Peppergrass (formerly known as the Amended Plat of Meadow Ridge Village Phase I of Section Three, recorded in Plat Book 7, pages 161-162):

(1)	Phase I	PB 7, pp 163-164
(2)	Phase II	PB 7, pp 205-206
(3)	Phase III	PB 8, pp 40-41
(4)	Section I of Phase IV	PB 8, pp 102-103
(5)	Section II of Phase IV	PB 8, pp 130-131
(6)	Section III of Phase IV	PB 8, pp 185-186
(7)	Section I of Phase V	PB 8, pp 230-231
(8)	Section II of Phase V	PB 8, pp 240-241
(9)	Section III of Phase V	PB 8, pp 265-266
(10)	Section IV of Phase V	PB 8, pp 294-295
(11)	Section V of Phase V	PC C, Env. 5
(12)	Section VI of Phase V	PC C, Env. 17

2. Meadow Ridge Village and Peppergrass were created by and are subject to the following instruments, all of which are recorded in the office of the Recorder of Monroe County, Indiana:

a. By-laws of the Meadow Ridge Homeowners Association, Inc. recorded as Instrument No. 128406 in Miscellaneous Record 123, pages 473-490 on May 7, 1981;

b. Declaration of Covenants, Conditions and Resolutions recorded as Instrument No. 141517 in Plat Book 7, pages 75-76 on November 19, 1982;

c. Amended Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 141518 in Miscellaneous Record 137, pages 251-160 on November 19, 1982;

d. Amendment to Plat Phases I, II and III, Section One Meadow Ridge Village recorded as Instrument No. 141519 in Miscellaneous Record 137, pages 261-265 on November 19, 1982;

e. Articles of Amendment of the Articles of Incorporation of Meadow Ridge Village Homeowners Association, Inc. recorded as Instrument No. 141520 in Miscellaneous Record 137, pages 266-270 on November 19, 1982;

f. By-laws of Meadow Ridge Homeowners Association, Inc. recorded as Instrument No. 141521 in Miscellaneous Record 137, pages 271-278 on November 19, 1982;

g. Meadow Ridge Village, Phase IV of Section One, Document of Clarification recorded as Instrument No. 147750 in Miscellaneous Record 141, page 278 on June 29, 1983;

h. Amendments to the Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 168458 in Miscellaneous Record 155, pages 436-437 on March 7, 1985;

i. Amendments to the Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 809472 in Miscellaneous Record 187, page 52 on August 17, 1988; and,

j. Restatement of the Declaration of Covenants, Conditions and Restrictions of Meadow Ridge Village Homeowners Association, Inc. as Amended Through January 15, 1985, which is unrecorded (the "Restatement").

3. Various amendments to the declarations and by-laws have been made from time to time, and certain procedures and

circumstances have arisen since the development of Meadow Ridge Village and Peppergrass, which require the declarations and by-laws to be amended. Amendments to by-laws will be accomplished through a separate instrument.

4. To afford interested parties a simplified method of determining the governing provisions of the various declarations and by-laws and the amendments, some of which are conflicting and/or ambiguous, it is desirable to consolidate all current provisions into one amended declaration instrument.

5. All the real estate described in the Restatement, namely a tract of 43.49 acres, more or less, excepting therefrom a tract of 2 acres, more or less, leaving a net tract of 41.49 acres, more or less, has been platted and/or developed and is now the Community (Meadow Ridge Village and Peppergrass).

NOW, THEREFORE, the several Lot Owners hereby amend the various declarations and amendments thereto, including the Restatement, and state that all Lots, Common Areas, and Limited Common Areas (as hereafter defined) shall be held, sold, and conveyed subject to the terms of the recorded Plats and to the provisions, restrictions, covenants, and conditions stated in this instrument, all of which are for the purpose of protecting the value and desirability of the Lots and which shall run with the land and be binding upon all persons having any right, title, or interest in the Lots, Common Areas, and Limited Common Areas, or any part thereof, and shall also be binding upon their heirs, successors, and assigns, and shall inure to the benefit of all Owners and all other persons with such interests, including the Association (defined below).

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean the Peppergrass Homeowners' Association, Inc., an Indiana not-for-profit corporation, its successors and assigns. This entity was formerly known as Meadow Ridge Homeowners' Association, Inc.

Section 2. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the recorded Plats, including contract sellers or buyers but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Common Area" shall mean the tracts so designated on the recorded Plats for the common use and enjoyment of the Owners, subject to the use limitations for Limited Common Areas. All Common Areas are to be owned by the Association. The Common Areas do not include dedicated streets and roads. The Limited Common Areas lie within the Common Areas.

Section 4. "Limited Common Area" shall mean those portions of the Common Area which are reserved exclusively for the use of particular Lot Owners. Limited Common Areas are not shown on the recorded Plats but include those improved areas adjacent to and appurtenant to individual Lots which are designed for the exclusive use of the Owners of such Lots, and for the use of their guests and invites. Driveways and sidewalks, which connect a particular Lot to Common Area sidewalks or publicly dedicated streets are Limited Common Areas. Porches and decks which are attached to a particular building upon a particular Lot are Limited Common Areas. No other portions of the Common Areas are Limited Common Areas. Limited Common Areas are reserved exclusively for the use and benefit of the Lot to which they are appurtenant.

Section 5. "Lot" shall mean a plot of land shown upon the recorded Plats and designated by number or character, but does not include the Common Area nor publicly dedicated streets or roads.

Section 6. "Declarant" shall mean Southern Monroe Development Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner (and the Owner's guests and invitees) for any period during which any assessment against the Lot remains unpaid and for a period not to exceed 60 days for any infraction of his published rules and regulations.
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be prescribed to by the Owners.
- d. The rights of the various Lot Owners in the Limited Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the right of enjoyment to the Common Area and facilities to the members of such Owner's family, tenants, or contract purchasers who reside at the Lot.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be a requirement and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership. Each Owner shall be entitled to one vote for each Lot owned. If more than one person holds an interest in any Lot, all such persons shall be members of the Association; however, in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Community, hereby covenants, and each Owner of any Lot by acceptance of a deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. If not paid when due the annual and special assessments, together with interest, costs, and reasonable attorney fees required for collection of such sums, shall be a charge on the Lot and shall be a continuing lien upon the Lot. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of the Lot at the time of the assessment. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Community, for the improvement and maintenance of the Common Area, and for payment of taxes and insurance relating to the Common Area.

Section 3. Maximum Annual Assessment. The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year (regardless of whether there was or was not an increase the previous year) without a vote of the Lot Owners. The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum and

shall determine the due date for payment. The due date for payment may be on a monthly, quarterly, or other periodic basis as determined by the Board of Directors. This "annual assessment" shall not include "special assessments."

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association, through its Board of Directors, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors shall determine the due date for payment.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Lot Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Lot Owners or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. The annual assessments shall be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be as provided in Sections 3 and 4 above unless otherwise established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or the Managing Agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within twenty (20) days after the due date shall be assessed a minimum surcharge of \$20.00. If any assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot. These assessments and surcharges may be adjusted annually by the Board of Directors.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be constructed, erected, or maintained within the Community, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this Article will be deemed to have been fully made.

ARTICLE VI ADDITIONAL COVENANTS, RESTRICTIONS AND CONDITIONS

All Lot Owners are subject to the provisions of the By-Laws of the Association and the following additional covenants, restrictions and conditions:

- (a) No residence shall be used for any purpose other than for a single-family residence, occupied by not more than one primary family, or a single household of not more

than one adult per bedroom, as the units' original floor plans designated.

(b) No Owner or member of Owner's household or guest shall make any use of the Community which will adversely affect the cleanliness and sanitary condition of the Community, other Owners' property, or the Common Area; nor shall any person engage in any activity or conduct which would be a source of annoyance to other residents or their guests or constitute an immoral, improper offense or unlawful act.

(c) Owner shall comply with all regulations pertaining to the use of the Common Areas adopted by the Association.

(d) The Association shall maintain the lawns and the landscaping and the exterior of the residences. No Owner shall in any way take any action to interfere with or prevent the reasonable and necessary acts of the Association, its employees or contractors from performing such maintenance. In cases of emergency, all Owners will, if necessary, permit said work to be performed at any time required and will, if necessary, permit the Association, its employees or contractors to enter upon the premises of any Owner's residence to accomplish such maintenance.

(e) No landscaping other than that furnished by the Declarant or the Association is permitted more than 10 feet from the residence structure (residence structure being defined as the building but not including the patio or deck) without the express, written consent of the Association. Any additional landscaping which has been installed by an Owner, or approved by the Board of Directors, and which is situated outside this 10-foot area shall be maintained at the sole expense of the Owner and not the Association. For the purpose of this provision, landscaping includes but is not limited to ground cover, shrubs, and weed control.

(f) No maintenance or repair on any type of motor vehicle shall be permitted unless said work can be done totally within the confines of the Owner's garage and in a manner not offensive to any adjacent Owner.

(g) No boat, trailer, truck, van or recreational vehicle, other than pick-up trucks and vans rated 3/4 ton or less, shall be parked overnight on the streets or driveways. Any of the above prohibited vehicles kept overnight shall be kept only in the Owner's garage. All permitted vehicles shall be properly licensed.

(h) No signs or advertisements shall be erected or displayed on any Lot, except that one (1) "For Sale" or one (1) "For Rent" sign, not exceeding five (5) square feet in

total area, may be placed on any Lot. Provided however, the Association may place larger signs or advertisements at the reasonable discretion of the Board of Directors.

(i) No outdoor clothes drying shall be permitted.

(j) Garage doors shall be closed at all times not necessary for ingress or egress or other reasonable purposes.

(k) No animals, birds or reptiles of any kind shall be raised, bred or kept for commercial purposes. No animals except dogs, cats and other common domestic household pets may be kept on the premises. All pets must be supervised and kept under control at all times; staking animals on Lots or in the Common Area without supervision is prohibited. The Association, through its Board of Directors, shall be entitled to prohibit certain pets from the Community. All pet owners shall be responsible for removing any pet waste left by their pets and shall be responsible for paying for damages caused by such pets.

(l) No garbage or trash containers shall be maintained outside of the residence or garage except during a period beginning eight (8) hours prior to and ending eight (8) hours after normal trash collection times.

(m) No window air conditioning shall be installed in any manner to the residential structure or garage.

(n) No antenna of any type, whether for radio, television or other use shall be installed or erected on the exterior of the residential structure or in any manner which would make it visible from the exterior of the structure.

(o) No yard or garage sales shall be permitted without the specific approval of the Association Board of Directors.

(p) No athletic and/or recreational equipment will be installed in the Common Area or attached to buildings without the specific approval of the Board of Directors.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Amended Declaration shall run with and bind the land for a term of twenty (20) years from the date this Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Amended Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Community by a 2/3 vote of the Owners.

Section 5. Leases. Because the residences in this Community are intended to be owner-occupied, all leases of Lots by Owners shall require the tenants to comply with all rules and regulations of the Community and Association, including all declarations and by-laws, and amendments thereto. All leases entered into by Lot Owners shall include the following term:

"RULES: The Tenant agrees to obey the Rules and Regulations which are Attachment No. 1 to this Agreement and the By-Laws established by Peppergrass Homeowners' Association. The Tenant agrees that the receipt of a copy of the Rules and Regulations shall have the same effect upon the Tenant, his family and his guests as would the conspicuous posting of the Rules and Regulations upon the premises. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the premises and safety, comfort and convenience of the Tenants;
- b. the Tenant receives written notice of the proposed rule at least 3 days before the rule is enforced."

CERTIFICATION

213-183

The undersigned, Charles Kennedy, in his capacity as President of the Peppergrass Homeowners' Association, hereby certifies that the foregoing Amended Declaration of Covenants, Conditions and Restrictions of Meadow Ridge Village and Peppergrass was approved by more than ninety percent (90%) of the Owners of the units at Peppergrass (formerly known as Meadow Ridge Village), in accordance with existing Declaration and By-Laws on or about December 15, 1992.

DATED this 31 day of December, 1992.

Charles Kennedy
Charles Kennedy, President
Peppergrass Homeowner's Association

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me, a Notary Public in and for said county and state, this 31 day of December, 1992, at which time Charles Kennedy personally appeared and acknowledged the execution of the above and foregoing to be a voluntary act and deed.

My Commission Expires: 1-28-96
Melissa Davis
Melissa Davis, Notary Public
A resident of Monroe County

This Instrument Prepared By
MORRIE ERICKSON, Attorney at Law
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