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Zachary Payne
Clark County Recorder IN
Recorded as Presented



**AMENDMENTS TO THE
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
THE GARDENS OF CRYSTAL SPRINGS**

The undersigned Crystal Investments, LLC, as successor Developer, pursuant to the Restrictions and Protective Covenants for the Gardens of Crystal Springs, recorded March 3, 2005, as Instrument No. 200504260, and amends the Restrictions and Protective Covenants as follows:

Paragraph 26 a. is amended to read:

HOMEOWNERS ASSOCIATION: Subject to the remaining terms of this section, there is hereby designated a homeowner's association (the "Association") for the purposes of (i) carrying out the purposes and intent of these restrictive covenants, (ii) maintenance of the storm water drainage improvements serving the lots and the other common areas within the subdivision, and (iii) exercising all other rights retained by Developer under these Restrictions which may from time to time be assigned by Developer to said Association. Initially, there shall be 2 classes, Class A is the Developer, and any builder authorized by Developer shall be a Class A member of any lots owned by such builder, and who shall have 2 votes for each lot owned, and Class B, the Lot Owners, shall have 1 vote per lot. When Developer has less than five (5) lots, there shall be only one class. An owner of a lot located within the subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or portion of a lot. Members must be owners of a lot and shall be entitled to one vote for each full lot owed. When more than one person owns an interest in any lot, all such persons shall be members. However, the vote for such lots shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect to any full lot. Notwithstanding the foregoing provision or any other provision of these covenants and restrictions, the Association shall not commence until the first (1st) day of January of the year after the Developer, or its successors or assigns, has sold or conveyed fifteen lots with houses fully constructed and has notified the lot owners that the Association is activated. After such time, the lot owners may participate in the Association.

The owner of any lot within the subdivision, by acceptance of a deed to any such lot or half lot, whether or not it is expressed in such deed, is deemed to covenant to agree to pay to the Association an assessment in the initial sum of \$150.00 per lot beginning on the first (1st) day of March of the year that the Association is activated. Lots which have not been built upon shall pay \$0.00, and ½ lots shall pay ½ the regular assessment. The annual assessment shall be due on the first (1st) day of March of said year and each year thereafter. The annual assessment, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot on which such assessment is made. Each assessment together with interest, cost and reasonable

attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time the assessment was due. The personal obligations of delinquent assessments shall not pass to successors in title unless expressly assumed by them in the deed to such lot, but shall be a lien upon the real estate.

The purpose of the assessments levied by the Association shall be exclusively to promote the recreation, health, safety and welfare of the residents of the development, the enforcement of these covenants, and for the improvement and maintenance of the common areas, including, the subdivision entrance or entrances, signage located at or near the entrance (s) and the storm drainage detention basin, ditch or other storm water facilities situated within or otherwise serving the subdivision but which have not been dedicated to Clark County which are hereby declared as common areas. The Association shall be obligated to maintain the storm water detention basin and related improvements so as to comply with all laws, regulations and ordinances promulgated by Clark County, Indiana. The Association will also be responsible for any taxes or assessments imposed upon the Common Areas. In addition, the Association shall also be required to carry liability insurance on Common Areas.

The Association, by proper vote, may increase or decrease the annual assessment or declare a special assessment for a capital improvement.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may, at its option, bring an action at law against the owner primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment of any charges provided for herein by non-use of the Common Areas or abandonment of such lot or half lot.

The lien for the assessment or charges provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that the assessment becomes a lien. Sale or transfer of any lot or portion thereof shall not affect the assessment lien. However, the sale or transfer of any lot or portion thereof pursuant to any mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or portion thereof from liability for the assessment thereafter becoming due or from the lien thereof.

All property dedicated to or accepted by a local public authority, the common areas, and all properties owned by the Developer shall be exempt from the assessment created herein, except no land and improvements devoted to dwelling use shall be exempt from said assessments.

The first meeting of the Association shall be held within sixty (60) days after the first (1st) day of January of the year that Developer activates the Association and following not less than fifteen (15) days written notice to all members.

Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than fifteen (15) days in advance of the meeting. At the first meeting called, the presence of the members or of proxies entitled to cast a majority of all votes shall constitute a

quorum. If the required quorum is not present, another meeting may be called. A required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. This procedure may be repeated with the required quorum for any subsequent meeting being reduced by one-half of the required quorum for the previous meeting until such time as a quorum is present. A majority vote of those present when a quorum is established shall be required to take any action.

The Association shall commence as an incorporated entity. The Association shall appoint a Board of Directors to act on behalf of the Association, and set forth by-laws to guide the Association and/or its Directors.

While the Association may maintain the storm water drainage facilities and other common areas, nothing contained in the Restrictions shall be deemed to grant unto any lot owner any right of possession or easement of enjoyment in and to the common areas. No individual lot owner shall use the storm water drainage facilities or other common areas for their individual enjoyment. Rather, the Association, acting by and through its duly authorized representatives, shall be the only entity entitled to enter upon the storm water drainage facilities and other common areas. In addition, the Association shall be entitled and authorized to dedicate or transfer the common areas to the public or to a governmental agency which dedication shall be effective unless an instrument of non-agreement to such dedication or transfer has been signed by two-thirds (2/3) of the members and recorded.

CRYSTAL INVESTMENTS, LLC

By: 

Kevin W. Zurschmiede, Member

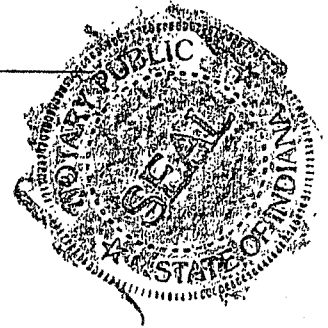
STATE OF Indiana)
) SS:
COUNTY OF FLOYD)

Subscribed and sworn before me personally appeared Kevin W. Zurschmide who acknowledged execution of the foregoing instrument to be his voluntary act and deed this 19th day of December, 2016.


NOTARY PUBLIC

Charles R. Murphy

RESIDENT OF Floyd County, IN



MY COMMISSION EXPIRES: 2-15-23

THIS INSTRUMENT PREPARED BY:
Charles R. Murphy, Attorney
430 W. First Street
New Albany, IN 47150
812-944-0515

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Charles R. Murphy, Attorney

Jr2016:notary