

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF AUTUM RIDGE SUBDIVISION**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AUTUMN RIDGE SUBDIVISION (this "Amendment") is made this 18th day of July, 2022 by Autumn Ridge Subdivision Owner's Association, Inc., an Indiana nonprofit corporation (the "Association"), and in accordance with the terms and provisions of the By-Laws of Autumn Ridge Subdivision Owner's Association, Inc. (the "By-Laws"), and the Declaration of Covenants, Conditions and Restrictions of Autumn Ridge Subdivision dated May 12, 2004, and recorded on May 20, 2004, as Instrument No. 2004010421, in the Office of the Recorder of Monroe County, Indiana (the "Declaration").

**WITNESSETH**

WHEREAS, pursuant to Section 20 of the Declaration, the Declaration may be amended by the affirmative vote of at least seventy-five percent (75%) of the votes in the Association; and

WHEREAS, seventy-five percent (75%) of the votes cast voted to amend the Declaration as set forth herein.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Amendment to Section 6.3. Section 6.3 of the Declaration is hereby amended as follows:

Limited Common Area. The Association shall perform all regularly scheduled and routine repair, maintenance, cleaning or replacement of the Limited Common Areas, except for the patios and decks associated with each Lot, and the expenses thereof shall be borne by the Lot Owners as a Common Expense. Maintenance and repair of the patios and decks of each Lot are the responsibility of the Lot Owner.

Any repair, maintenance, cleaning or replacement of the Common Area or Limited Common Area which becomes necessary because of the negligence or neglect of any Lot Owner(s) shall be performed by the Association at such Lot Owners' expense as a separately assessed Common Expense after notice and hearing pursuant to Section 15.6. No additional exterior improvement, component or element of any kind, including exterior antennae or satellite dish of any sort, may be attached to any Lot without the prior written consent of the Board. In the event that such approved additional component or element becomes deteriorated or unsightly or is inconsistent with conditions placed upon its installation, it may be removed or repaired at the Lot Owner's expense as a separately assessed Common Expense after Notice and Hearing.

The Association shall be responsible for snow removal from all driveways and sidewalks, and steps, stoops, and walks that lead to the main entrance of the Lot (but not the patios or decks). Each Lot Owner shall be responsible for removing all snow, leaves and debris from all patios, decks, stoops, steps or walks that lead to an interior entrance other than the main entrance

of the Lot, which are Limited Common Areas appurtenant to the Owner's Lot. If any such Limited Common Area is appurtenant to two or more Lots, the Owners of those Lots shall be jointly responsible for such removal.

2. Amendment to Section 11.1(e). Section 11.1(e) of the Declaration is hereby amended as follows:

(e) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Lot shall be executed by the Lot Owner. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom. The Lot Owner must receive approval from the Association to make any addition, alteration, or improvement in or to any Lot.

3. Amendment to Section 11.3. Section 11.3 of the Declaration is hereby amended as follows:

Exterior Improvements and Landscaping Within Limited Common Area. Lot Owners may make exterior improvements within or as a part of the Limited Common Area (constituting stoops, steps, patios and/or decks and entrances) consisting of certain repainting, restaining and additional architectural detailing of said limited areas; changing of doors; planting (outside of five feet of the Owner's foundation) of gardens, hedges, shrubs; construction of wood (or similar material) privacy fences around back patios and/or decks; additions of walks and benches; and certain other similar improvements provided they are undertaken with the prior written permission of the Board or a covenants control committee, if established by the Board for such purpose. . . .

4. Amendment to Section 19.3. Section 19.3 of the Declaration is hereby amended as follows:

Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board, as long as the restorations are conducive to the neighborhood and similar in style and exterior.

5. Amendment to Article XIII. Article XIII of the Declaration is hereby amended as follows:

The Bylaws may be amended only by a majority vote of the Lot Owners in attendance or by proxy at a meeting duly called for the purpose of considering the amendment. Notice to all Lot

Owners, including the text of the proposed Amendment(s) shall have been sent to all Lot Owners with the call for the meeting at least ten (10) days in advance of such meeting.

6. Effective Date of Amendment. This Amendment shall be effective as of the date this Amendment is recorded in office of the Recorder of Monroe County, Indiana.
7. Application. This Amendment shall apply to all current and future Lot Owners in Autumn Ridge Subdivision. This Amendment shall be perpetual, run with and bind all of the real estate subject to the Declaration and shall inure to the benefit of and be enforceable by the Association.
8. Incorporation. This Amendment shall be incorporated into and made a part of the Declaration, and all provisions of the Declaration not expressly modified or amended hereby shall remain in full force and effect.
9. Amendment Controls. In the event of any conflict between the provisions of this Amendment and the provisions of the Declaration, the By-Laws, or the Rules and Regulations promulgated by the Association, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

AUTUMN RIDGE SUBDIVISION OWNER'S ASSOCIATION, INC., an Indiana nonprofit corporation

By: Bill Holdeman

Printed: Bill Holdeman

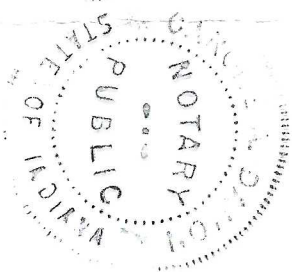
Its: President HOA



STATE OF INDIANA       )  
                                          ) SS:  
COUNTY OF monroe       )

Before me, a Notary Public in and for said County and State, personally appeared Bill Holdeman, the President of Autumn Ridge Owner's Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

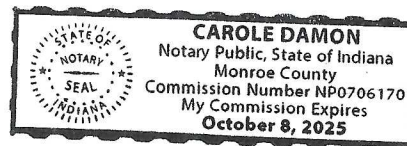
WITNESS my hand and notarial seal this 18<sup>th</sup> day of July, 2022.



[Signature]  
Notary Public

Carole Damon  
Printed

My Commission Expires: 10-8-25  
My County of Residence: monroe



I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

[Signature]  
Name