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Zachary Payne
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**AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

and to the

BY-LAWS

for the

RIVER'S EDGE HOMEOWNER'S ASSOCIATION INC.

Clark County, Indiana

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIVER'S EDGE HOMEOWNER'S ASSOCIATION, INC. (hereinafter "Declaration") and to the BY-LAWS OF RIVER'S EDGE HOMEOWNER'S ASSOCIATION, INC. (hereinafter "By-Laws") is made, imposed, and declared by River's Edge Homeowners Association, Inc. (hereinafter "Association").

WITNESSETH, THAT:

WHEREAS, the Association was created by the recording of the Code of By-laws of the River's Edge Private Subdivision and of The River's Edge Owners Association, Inc. (with a Declaration creating the River's Edge Subdivision attached thereto and made a part thereof. See Article I, Section 1.01) in Miscellaneous Drawer 21, Instrument Number 1809 in the Office of the Recorder of Clark County, Indiana on February 17, 1989; and

WHEREAS, the Declaration and/or By-Laws have been amended by instruments of record in the Office of the Recorder of Clark County, Indiana as follows:

- | | |
|---|-------------------|
| Miscellaneous Drawer 25, Instrument Number 625 | January 14, 1993 |
| Miscellaneous Drawer 25, Instrument Number 2679 | February 25, 1993 |

Miscellaneous Drawer 26, Instrument Number 4837	April 4, 1994
Miscellaneous Drawer 28, Instrument Number 10497	June 18, 1996
Miscellaneous Drawer 28, Instrument Number 10498	June 18, 1996
Instrument Number 2002 25365	October 9, 2002
Instrument Number 2002 07316	March 18, 2002
Instrument Number 2005 00816	January 14, 2005
Instrument Number 2007 05221	March 8, 2007
Instrument Number 2007 05222	March 8, 2007
Instrument Number 2014 17261	October 13, 2014
Instrument Number 2014 17262	October 13, 2014
Instrument Number 2018 07557	May 2, 2018

; and

WHEREAS, the Indiana Court of Appeals ruled on the voting rights of the property owners in Rivers Edge Homeowners Ass'n v. Callis, 918 N.E.2d 25 (Ind.App. Dec 08, 2009) (NO. 10A01-0904-CV-160) creating one-vote-per-lot for all Members of the Association; and

WHEREAS, the Association has the power and authority to amend and enforce the Declaration with regard to all platted lots in a certain residential subdivision known as “The Rivers Edge Private Subdivision”; and

WHEREAS, pursuant to Article II, Sections 3 & 5 of the Declaration [Instrument Number 2002 25365 October 9, 2002] and Article XI, Section 3 of the Declaration [Instrument Number 2014 17261 October 13, 2014] and Rivers Edge Homeowners Ass'n v. Callis, the **Declaration** may be amended by a certificate signed by the Secretary and one other officer, recorded in the Office of the Recorder of Clark County, Indiana, stating that a majority of the quorum voted to approve such amendment. It shall not be necessary to record the signatures of the Lot Owners or their ballots. Written ballots shall be retained in the Corporate records; and

WHEREAS, pursuant to Article II, Sections 2 & 3 of the By-Laws [Instrument Number 2002 25365 October 9, 2002] and Article XII, Section 1 of the By-Laws [Instrument Number 2002 25365 October 9, 2002] as well as Article IV, Section 1 of Declaration [Instrument Number 2014 17261 October 13, 2014] and Rivers Edge Homeowners Ass'n v. Callis, the **By-Laws** may be

amended by a certificate signed by the Secretary and one other officer, recorded in the Office of the Recorder of Clark County, Indiana, stating that a majority of the quorum voted to approve such amendment. It shall not be necessary to record the signatures of the Lot Owners or their ballots. Written ballots shall be retained in the Corporate records; and

WHEREAS, pursuant to Article II, Section 3 of the By-Laws [Instrument Number 2002 25365 October 9, 2002] and Article II, Section 5 of the Declaration [Instrument Number 2002 25365 October 9, 2002] and Rivers Edge Homeowners Ass'n v. Callis, all eligible voting members present at a meeting of the members constitute a quorum. Fifty-one percent of the quorum constitutes a majority.

NOW, THEREFORE, in accordance with Article II, Sections 3 & 5 of the Declaration [Instrument Number 2002 25365 October 9, 2002] and Article XI, Section 3 of the Declaration [Instrument Number 2014 17261 October 13, 2014] and Article II, Sections 2 & 3 of the By-Laws [Instrument Number 2002 25365 October 9, 2002] and Article XII, Section 1 of the By-Laws [Instrument Number 2002 25365 October 9, 2002] as well as Article IV, Section 1 of Declaration [Instrument Number 2014 17261 October 13, 2014] and Rivers Edge Homeowners Ass'n v. Callis, the President and Secretary of the Association certify as follows:

18 members were present at a meeting of the members duly noticed and convened on **June 9, 2018**, held at the Rivers Edge Clubhouse, and an additional 5 proxy ballots were timely presented to the Secretary of the Association. In total 75 lots were represented making 39 a majority of the quorum (75 x 51%) at that meeting. 22 members whose names and signatures appear on ballots, including proxy ballots, retained in the Corporate records cast 75 votes. The tally of votes was as presented in the table below.

Amendment to...	For	Against	Abstain
Article II, Section 2 of the Declaration	71	0	4
Article II, Section 6 of the Declaration	71	0	4
Article II, Section 10 of the Declaration	70	1	4
Article II, Section 11.a. of the Declaration	71	0	4
Article II Section 11.b. of the Declaration	70	0	5
Article II Section 11.c. of the Declaration	70	0	5
Article X Section 2 of the Declaration	70	1	4

Article XI, Section 2 of the Declaration	71	0	4
Article III, Section 6.a, of the By-Laws	71	0	4
Article IV, Section 5.j. of the By-Laws	71	0	4
Article IV, Section 5.k. of the By-Laws	71	0	4

In each instance the number of votes For amendment is greater than 39, therefore the members voted to approve and hereby amend the Declaration and Bylaws as follows; each relevant section shall be deleted and replaced in its entirety to now read as follows:

ARTICLE II, SECTION 2 OF THE DECLARATION:

SECTION 2. ROSTER OF MEMBERSHIP: The Association shall maintain a roster of names, mailing addresses, email addresses, and phone numbers of lot owners. It is the sole responsibility of lot owners to provide any changes of ownership, mailing addresses, email addresses, and phone numbers to the Secretary of the Association. The roster shall be maintained from evidence of lot ownership recorded in the Clark County Recorder's office and information furnished to the Association from time to time.

ARTICLE II, SECTION 6 OF THE DECLARATION:

SUSPENSION OF VOTING RIGHTS: Any member who has not paid their assessments or any monies due the Association, as described hereinafter, will lose their right to vote and cannot attend any meeting of the Association until all delinquent assessments are paid and any violations corrected.

ARTICLE II, SECTION 10 OF THE DECLARATION:

SECTION 10. EMERGENCY MEETING: It shall be the duty of the Board of Directors to call an emergency meeting of the Board of Directors within 15 days of receiving from a lot owner credible, written concern over a problem with an apparent violation of the rules, restrictions, and conditions contained herein which would directly affect that lot owner's enjoyment of his lot.

ARTICLE II, SECTION 11.A. OF THE DECLARATION:

SECTION 11. NOTICE OF MEETINGS:
Annual Meeting: It shall be the duty of the Secretary to send to each member a written notice of the annual meeting stating the purpose(s) thereof; as well as, the date, time, and place where it is to be

held; and shall be delivered no less than 30 (thirty) days prior to such meeting. U.S. Mail shall be deemed to have been delivered four days after the date of mailing; electronic communication, including but not limited to email, shall be deemed to have been delivered on the day it is sent.

ARTICLE II SECTION 11.B. OF THE DECLARATION:

b. Special Meeting: It shall be the duty of the Secretary to send to each member a written notice stating the date, time, place, and purpose(s) of a special meeting thereof and it shall be delivered no less than five (5) days prior to such meeting. Said notice shall be at the direction of the Board of Directors to each member entitled to vote at such meeting at their last known mailing address or email address and/or their last known telephone number. U.S. Mail shall be deemed to have been delivered four days after the date of mailing; electronic communication, including but not limited to email, shall be deemed to have been delivered on the day it is sent.

ARTICLE II SECTION 11.C. OF THE DECLARATION:

c. Emergency Meeting: It shall be the duty of the Secretary/Treasurer to contact each member of the Board of Directors by telephone or email or other instant communication within 48 hours of a triggering event under Article II section 10 stating the date, time, place, and purpose(s) of an emergency meeting.

ARTICLE X SECTION 2 OF THE DECLARATION:

It is expressly agreed that the violation of a restrictive covenant (being a part of the development scheme and running with the land) causes irreparable harm to the value of lot owner's respective property interests, because such restrictive covenant was part of the valuable contract consideration given and relied upon in the conveyance of land, and thus, irreparable harm automatically occurs from a violation of a covenant running with the land whether recorded before or after the conveyance of land given the original covenant allowed for amendment. Any owner violating any covenants, conditions, and restrictions shall be given a thirty-(30) day notice of the alleged violation. If for any reason, the owner does not cure the violation said owner shall be assessed as liquidated damages \$25.00 for each day he/she/it remains in violation, which shall constitute a lien against the owner's real estate and which sum shall be payable to the Homeowner's Association. Twenty-five dollars per day per lot is a modest amount considering the irreparable harm to the value of other lot owner's respective property interests and is not greatly disproportionate to the loss likely to occur.

ARTICLE XI, SECTION 2 OF THE DECLARATION:

ADDITIONAL ENFORCEMENT PROCEDURES: In addition to the enforcement procedures hereinabove enumerated, if anyone is deemed to be in violation of the above covenants, conditions, and restrictions, a written notice shall be sent outlining said infraction. U.S. Mail shall be deemed to have been delivered four days after the date of mailing; electronic communication, including but not limited to email, shall be deemed to have been delivered on the day it is sent. Properly addressed notices sent by certified U.S. mail shall be deemed received by the addressee even if the addressee refuses or fails to sign for the letter. Properly addressed shall mean addressed, postage paid, to the address maintained in the Roster of Membership pursuant to Article II, Section 2 of the Declaration. A so-called "read receipt" generated through email shall be deemed proof of receipt by the addressee.

ARTICLE III, SECTION 6.A, OF THE BY-LAWS:

Annual Meeting: It shall be the duty of the Secretary to send to each member a written notice of the annual meeting stating the purpose(s) thereof, as well as, the date, time, and place where it is to be held; and shall be delivered no less than 30 (thirty) days prior to such meeting. U.S. Mail shall be deemed to have been delivered four days after the date of mailing; electronic communication, including but not limited to email, shall be deemed to have been delivered on the day it is sent.

ARTICLE IV, SECTION 5.J. OF THE BY-LAWS:

Other Duties. In addition to the duties imposed by these By-Laws or by the Resolutions of the Association, the Board of Directors shall be responsible for the following:


j. Send assessments, by written notice, to every owner subject thereto at least thirty (30) days in advance of the assessment period. U.S. Mail shall be deemed to have been delivered four days after the date of mailing; electronic communication, including but not limited to email, shall be deemed to have been delivered on the day it is sent.

ARTICLE IV, SECTION 5.K. OF THE BY-LAWS:

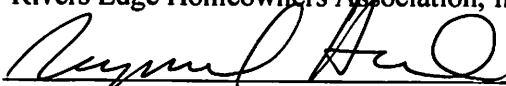
Other Duties. In addition to the duties imposed by these By-Laws or by the Resolutions of the Association, the Board of Directors shall be responsible for the following:

k. Send written notices of violations of restrictions to any owner who may be committing infractions of any restriction contained in the Declaration and Restrictions. U.S. Mail shall be deemed to have been delivered four days after the date of mailing; electronic communication, including but not limited to email, shall be deemed to have been delivered on the day it is sent. Properly addressed notices sent by certified U.S. mail shall be deemed received by the addressee even if the addressee refuses or fails to sign for the letter.

IN TESTIMONY WHEREOF, witness the signatures of President and Secretary certifying amendment of the Declaration:



John M. Callis, President
Rivers Edge Homeowners Association, Inc.



Raymond Hart, Secretary
Rivers Edge Homeowners Association, Inc.


STATE OF INDIANA

SS}

COUNTY OF CLARK

Subscribed and sworn to before me, I certify that **Rivers Edge Home Owners Association Incorporated** by its **President, John M. Callis**, who appeared before me this 16th day of July, 2018 in person, presented evidence satisfactory to me that he is the person named in the foregoing instrument, and acknowledged that he signed and delivered the instrument as the act of said corporation, for the uses and purposes set forth in the instrument.

My commission expires August 2, 2022
My county of residence Clark



Notary Public

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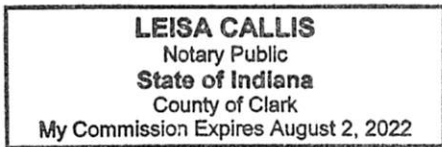
<p>LEISA CALLIS Notary Public State of Indiana County of Clark My Commission Expires August 2, 2022</p>
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STATE OF INDIANA

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COUNTY OF CLARK

Subscribed and sworn to before me, I certify that **Rivers Edge Home Owners Association Incorporated** by its **Secretary, Raymond Hart**, who appeared before me this 16th day of July, 2018 in person, presented evidence satisfactory to me that he is the person named in the foregoing instrument, and acknowledged that he signed and delivered the instrument as the act of said corporation, for the uses and purposes set forth in the instrument.



My commission expires August 2, 2022

My county of residence Clark

Leisa Callis
Notary Public

This instrument was prepared by:

G S Condra

Gregory S. Condra 27531-22
Condra Law Firm, PLLC
4965 US Hwy 42, Suite 1000
Louisville, KY 40222
Phone: (502) 855-3415

When recorded, return the amendment to Gregory S. Condra, Esq, Condra Law Firm, PLLC, 4965 US Hwy 42, Suite 1000, Louisville, KY 40222.

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.

G S Condra

Gregory S. Condra, Esq. 27531-22