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Eric Schmitz
Monroe County Recorder IN
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SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF HIDDDEN MEADOW

This SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF HIDDEN MEADOW (this "Second Amendment") is made this 29th day of June, 2015 by Henry's Fork LLC as assignee of The Peoples State Bank, it, in turn, being the foreclosing mortgagee and assignee of the original Declarant, DDL Development LLC, an Indiana limited liability company ("Declarant").

(A) On September 8, 2008, Declarant caused to be recorded a Declaration of Covenants and Restrictions of Hidden Meadow in the office of the Recorder of Monroe County, Indiana, as Instrument Number 2008015112 (the "Original Declaration").

(B) On July 31, 2009, Declarant caused to be recorded a First Amendment to Declaration of Covenants and Restrictions of Hidden Meadow Subdivision in the office of the Recorder of Monroe County Indiana, as Instrument Number 2009013786 (the "First Amendment" and, collectively with the Original Declaration, the "Declaration.")

(C) The Declarant reserved the right in Section 15.2(h) of the Declaration to change the substance of one or more covenants, conditions, terms or provisions of the Declaration if such change does not materially increase the obligations of any Owner (as such term is defined in the Declaration) under any covenant, condition, term or provision without such Owner's consent and for so long as Declarant is the Owner of any part of the Real Estate.

(D) As of the date of this Second Amendment, there are four "Owners," as such term is defined in the Declaration and Declarant is the Owner of the balance of the Real Estate and as such has the unilateral authority to make this Second Amendment.

(E) The Declarant has determined it is desirable to make the following amendments to the Declaration:

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

1. Section 1.13 of the Declaration is hereby deleted in its entirety and replaced with the following:

"**Section 1.13. "Dwelling Unit"** shall refer to the dwelling constructed on any single Lot."

2. Section 1.20 of the Declaration is hereby deleted in its entirety and replaced with the following:

"**Section 1.20. "Real Estate"** shall mean and refer to the Tract. The description of the Tract consists of twenty (20) lots numbered 1through 16 and 33 through 36, inclusive. Consequently the legal description for each Lot in this subdivision shall be as follows: Lot ___ in Hidden Meadow, a subdivision in Monroe County, Indiana, as per the amended plat thereof recorded June 30, 2015, in plat cabinet D, envelope 145 as instrument No. 2015 008656 in the Office of the Recorder of Monroe County, Indiana."

3. Section 1.24 is hereby added to the Declaration as follows:

"**Section 1.24. "Commercial Vehicle"** "Commercial Vehicle" means a truck, car, van, trailer or other wheeled object or conveyance intended for on or off road use which either has commercial advertising affixed to it, is used for commercial purposes, or which exceeds one and one-half tons in gross weight."

4. Section 1.25 is hereby added to the Declaration as follows:

"**Section 1.25. "Vehicle"** "Vehicle" means motor homes, boats, trailers, campers, motorcycles, scooters, trucks, vans, tractors, tractor trailers, buses, automobiles and other motorized wheeled object or conveyance which is customarily used for transportation (an includes Commercial Vehicles.")

5. Section 2.2 is hereby added to the Declaration as follows:

"**Section 2.2. Streets.** All streets shown on the Plat within the boundaries of Hidden Meadow are hereby dedicated to the public."

6. The second sentence of Section 3.2.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"THE CLASS BE MEMBERSHIP SHALL CEASE AND TERMINATE UPON THE FIRST TO OCCUR OF THE FOLLOWING: THIRTY (30) DAYS AFTER THE DATE UPON WHICH THE WRITTEN RESIGNATION OF THE CLASS B MEMBERS IS DELIVERED TO THE REGISTERED AGENT OF THE ASSOCIATION; OR (B) TEN (10) YEAS AFTER THE DATE OF THE RECORDATION OF THIS SECOND AMENDMENT."

7. The first sentence of Section 4.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"The initial Board of Directors shall be composed of the persons designated or to be designated, in the Articles, to wit: Steven K. Emery, Raymond E. Moore and Tracee Lutes (hereinafter referred to as the "Initial Board"), who have been or shall be appointed by Declarant."

8. The following is added as a preamble to ARTICLE 7 of the Declaration and shall be inserted immediately preceding Section 7.1.:

"**Article 7 Preamble.** Notwithstanding anything contained herein to the contrary, this Article 7 shall apply only to Lots 33 through 36 and any other Lots upon which pared patio or other duplex-like dwellings are erected which share a party wall and/or common structural components."

9. Sections 8.2, 8.3, 8.4 and 8.5 are hereby deleted in their entirety and replaced with the following:

"**Section 8.2 Detention Basins.** There are certain water retention or detention basins located on parts of the Common Area. It shall be the responsibility of the Association to keep these Common Areas mowed and the drainage structures and facilities located thereon free of debris and in good operating order and condition. The grass and vegetation in the retention and detention basin parts of the Common Area shall not be permitted to exceed one (1) foot in height.

Section 8.3 Signage. Signs identifying the Community may be located on Maintenance Expense Areas within the Community. It shall be the responsibility of the Association to maintain any such signage in good and sightly condition and to maintain any landscaping associated with such signage.

Sections 8.4 and 8.5 are intentionally omitted."

10. The phrase "EXCESSIVE SNOW REMOVAL" is hereby deleted form the first sentence of Section 11.4 of the Declaration.

11. The first sentence of Section 11.3.4 is hereby amended to insert the word "shall" after the word "Declarant" and before the word "not" appearing at the end of the first line thereof.

12. The title of Article 18 of the Declaration, "Insurance," is hereby deleted and replaced with "Enforcement."

13. Exhibit "B" to the Declaration is hereby deleted in its entirety and replaced with the Exhibit "B" attached hereto and made a part hereof.

14. The first sentence of Exhibit "C" to the Declaration is hereby deleted in its entirety and replaced with the following:

"It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unhealthy, unsightly or un-kept condition on his or her Lot. Without limited the generality of the foregoing, no Lot Owner shall permit the grass growing in any part of the Lot to exceed six (6) inches in height and shall keep all landscaping on his or her Lot in a reasonably trimmed, weed free, neat and sightly condition."

15. Section 16. of Exhibit "C" to the Declaration is hereby deleted in its entirety and is replaced with the following:

"**Section 16. Driveways.** The minimum driveway width for each Dwelling Unit at the street, shall be twelve (12) feet. Space for the parking of at least two (2) passenger vehicles shall be built in front of each garage. All driveways shall be paved with concrete."

16. Section 18 of the Declaration is hereby deleted in its entirety and replaced with the following:

"**Section 18. Auxiliary Structures.** No detached garages, outbuildings, sheds, dog houses, play houses, storage buildings or other auxiliary structure shall be permitted on any lot without the advance written consent of the Declarant or the Committee. The Declarant or the Committee may restrict the, existence, size, height, location, materials and colors used to construct any such auxiliary structure in its sole and absolute discretion."

17. Section 20 of Exhibit "C" to the Declaration is hereby deleted in its entirety and replaced with the following:

"**Section 20. Vehicles.** Vehicles shall be parked only in garages attached to the Dwelling Unit or in the driveways serving the Dwelling Units. No Owner shall park his or her Vehicle on any street within the Community except as temporarily necessary for social events or maintenance repair or cleaning of Such Owner's Lot. No inoperable Vehicle shall be kept outside of a garage on any Lot or parked in any street in the Community for more than 24 hours. Vehicles may only be parked on paved surfaces and shall not be parked on grass or landscaped areas. The Declarant or the Association may designate certain on-street parking areas for visitors or guests. Notwithstanding the foregoing, no boat, camping trailer, box trailer or recreational vehicle may be parked outside of a garage unless permission is granted by the Declarant or the Committee, which permission may be granted or withheld in the sold and absolute discretion of the Declarant or the Committee. If permission is granted, any boat, camping trailer, box trailer or recreational vehicle must be parked on a concrete pad at least equal to the dimensions of the vehicle and located adjacent to the Dwelling Unit's

attached garage. When parked, such vehicle may not overhang the parking pad and may not extend beyond the front building line of the Dwelling Unit. All such parking pads must be connected to the Dwelling Unit's driveway. Any and all Commercial Vehicles must be parked in a garage at all times."

18. Section 21 of Exhibit "C" to the Declaration is hereby deleted in its entirety and replaced with the following:

"**Section 21. Building Type.** No mobile homes or modular homes shall be permitted in the Community.

19. Section 2(c.) of Schedule 9.3 attached to the Declaration is hereby deleted in its entirety and replaced with the following:

"Colors and Materials of Homes. Materials used on the exterior of Dwelling Units and improvements are subject to the approval of the Committee."

20. The roof pitch specified in Section 2(g.) shall be 4/12.

21. Section 6. of Schedule 9.3 attached to the Declaration is hereby modified to permit satellite dishes no more than thirty (30) inches in diameter and provided they are mounted only on the roofs of Dwelling Units.

22. Section 7. of Schedule 9.3 attached to the Declaration is hereby modified to prohibit the installation of an above ground pool on any Lot.

23. Section 9 of Schedule 9.3 attached to the Declaration is hereby deleted in its entirety and replaced with the following:

"**Section 9. Lighting, Mailboxes, Etc.** In order to preserve the natural quality and aesthetic appearance of the Community, any exterior light fixture, basketball goal or similar structure much be approved by the Declarant or the Committee as to size, location height and composition before it may be installed. Mailboxes shall be maintained in uniform appearance with the others in the Community and may not be altered in size, design, or color, without approval of the Declarant or the Committee."

24. All other terms, provisions and conditions of the Declaration shall retain their full force and effect.

IN WITNESS WHEREOF, the Declarant, by its duly authorized member, has executed this Declaration on the day and year first hereinabove set forth.

(Signature appears on following page.)

DECLARANT:
HENRY'S FORK LLC

By: _____
Steven K. Emery, Member

STATE OF INDIANA)
SS:)
COUNTY OF MONROE)

Before me, a Notary Public, in and for said County and State, personally appeared Steven K. Emery, as Member of Henry's Fork LLC, who acknowledged the execution of this Second Amendment to Declaration of Covenants and Restrictions of Hidden Meadow Subdivision.

Dated this 29th day of June, 2015.
Residing in Greene County, Indiana.
My commission expires: March 21, 2022

_____
Kristen R. Helton
Printed Name

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.

KRISTEN R. HELTON
Notary Public - Seal
State of Indiana
Greene County
My Commission Expires Mar 21, 2022

_____
Steven K. Emery

This instrument prepared by Steven K. Emery, Attorney at Law, Kelley & Belcher, 301 W. 7th St., PO Box 3250, Bloomington, IN 47401 Tel. 812-336-9963