

JOHN R. VON ARX

143000 SEP-18

SUBJECT TO DEED ACCEPTANCE FOR TRANSFER

(6)

SECOND AMENDMENT TO THE SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF BEAUMONT ON THE GREEN

RECEIVED
AUG 31 1998
WASH. TWP ASSESSOR

THIS IS A SECOND AMENDMENT TO THE SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF BEAUMONT ON THE GREEN and is made this 10 day of DEC., 1996, and approved by seventy-five percent (75%) of the members of BEAUMONT ON THE GREEN HOMEOWNERS ASSOCIATION, INC., ("Association")

THE SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF BEAUMONT ON THE GREEN is amended as follows:

1. Section 1 of Article IV is hereby deleted in its entirety and the following is inserted in lieu thereof:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Dwelling by acceptance of a deed thereof, whether or not it shall be so expressed in such 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.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Area and facilities. The funds for capital expenditures shall be maintained in a separate interest bearing account with a bank or savings and loan association or invested in investment grade tax exempt municipal bonds or obligations of the United States Government or its agencies.

The Association shall also procure and maintain adequate comprehensive liability, hazard, fire, casualty and such other insurance as it may deem appropriate under the Declaration. Insurance costs shall be a part of the annual assessment.

The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the Dwellings and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be also the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Dwelling subject to foreclosure.

- 1st declaration - 81-17141
- 1st amendment - 81-30582
- 2nd amendment - 81-47121
- 3rd amendment - ~~83~~-26010
- 4th amendment - ~~83~~-29654
- 5th amendment - 90-0066525

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Inst # 1998-0151949

DEPT. OF REVENUE
DATE 9-1-98
PER [Signature]
ADMINISTRATOR

2. Section 5 of Article IV is hereby deleted in its entirety and the following is inserted in lieu thereof:

Section 5. Maximum Annual Assessments. The Board of Directors of the Association may increase an annual assessment over the preceding years annual assessment by a sum not exceeding ten percent (10%) per annum without a vote of the membership; however, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in reserves and operating expenses.

3. Article V is hereby deleted in its entirety and the following is inserted in lieu thereof:

EXTERIOR MAINTENANCE

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each dwelling which is subject to assessment hereunder as follows:

(a) Exterior Maintenance For Which Reserves Are Established: Assessments collected and placed in reserve accounts shall be used for the following purposes:

1. Repainting
2. Replacement of roofs, gutters and downspouts
3. Replacement and repairs of private driveways
4. Streets
5. Perimeter walls and collector pads
6. Brick walls, patios, sidewalks and brick porches.

Other reserves as determined to be necessary by the Board of Directors.

(b) Exterior Maintenance Covered by Annual Assessments:

1. Lawn care
2. Trimming and care of trees and shrubs
3. Snow removal
4. Sprinklers
5. Exterior lights, except flood lights

6. Mailboxes

Other items as from time to time deemed necessary by the Board of Directors.

(c) Exterior Maintenance and Repairs Not Included in Annual Assessments and Charged Separately to Dwelling Owners. The following listed items are described as items of annual maintenance and repairs for which an individual property owner may be charged and billed and are not in limitation of items of annual exterior maintenance and repairs:

1. Touch-up painting
2. Repairs to exterior of dwelling
3. Repairs to roof, roof fans, and sky lights
4. Repairs and maintenance of gutters and downspouts
5. Repair and maintenance of glass surfaces, entry and storm doors, garage doors, and windows and frames

The above described items and other required items of exterior maintenance and repairs upon any dwelling or lot are not included or covered by the annual assessment. Any annual exterior maintenance or repair included in the foregoing description or other required items may be made by the Association and charged and billed separately by the Association to the owner of the dwelling benefiting by such materials and labor in making such repairs upon such dwelling.

If any of the above items are covered by the Association's insurance policy, the Homeowner is responsible for any excess costs of the repairs to the extent not paid by the insurance.

(d) Homeowner Responsibilities. The Homeowner's Association shall not be responsible for:

(1) gated patios, swimming pools, hot tubs or other improvements made by a dwelling owner to his property which are the sole responsibility of the dwelling owner.

(2) Seal coating of driveways.

(e) Planting and Replacement of Trees and Shrubs. The planting or replacement of trees or shrubs shall be at the expense of the dwelling owner.

Prior to any planting or replacement of trees and shrubs, the kind and location for the planting and replanting and the contractor providing the trees and shrubs and the planting thereof shall first be approved by the Board of Directors of the Association.

(f) The Association, its employees, agents or designees are hereby granted a blanket easement over and upon the Properties, except for the interior of any dwelling, for the purpose of exterior and ground maintenance.

IN WITNESS WHEREOF, this SECOND AMENDMENT TO THE SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF BEAUMONT ON THE GREEN is hereby approved and consented to by the undersigned owners constituting more than seventy-five percent (75%) of all members of the BEAUMONT ON THE GREEN HOMEOWNERS ASSOCIATION, INC., as required pursuant to Section 4 of Article VII of the Declaration as amended.

Designated as Owner

Designated as Address

<u>Daunt P Jones</u>	<u>8022 BEAUMONT GRN E DR</u>
<u>Wanda S. Church</u>	<u>5032 Beaumont Way So. Dr.</u>
<u>William S. Moore</u>	<u>7933 Beaumont Green Place</u>
<u>Edna M. Braunstein</u>	<u>5026 Beaumont Way South</u>
<u>Estelle A. Mayer</u>	<u>7921 Beaumont Ave Pl</u>
<u>Doris H. Durbin</u>	<u>5124 Beaumont Way So. Dr.</u>
<u>Diane M. [unclear]</u>	<u>7938 Beaumont Green W. Dr.</u>
<u>Sally E. Getty</u>	<u>7951 Beaumont Green Pl</u>
<u>James R. W. [unclear]</u>	<u>7949 BEAUMONT GRN E.</u>
<u>Mary K. Dalakamp</u>	<u>7931 Beaumont Dr. E.</u>
<u>M. Good</u>	<u>7967 Beaumont Green E. Dr.</u>
<u>Paulina Lewis</u>	<u>725 Beaumont Green E Dr.</u>
<u>Allen [unclear]</u>	<u>7961 Beaumont Green E Dr</u>
<u>Robert Bonnot</u>	<u>8017 Beaumont Green E. Dr.</u>
<u>Richard A. Steele</u>	<u>5118 Beaumont Way S. Dr.</u>
<u>James Young</u>	<u>7944 Beaumont Gr W. Dr.</u>
<u>Jan [unclear]</u>	<u>8029 Beaumont E. Dr.</u>

James T. Kennedy
George L. James
Elliot J. Law

1027 Beaumont Way So Dr
7919 Beaumont Green E
7945 Beaumont Green Pl.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared
ALL OF THE FOREGOING NAMED PERSONS,

Members of the Beaumont on the Green Homeowners Association, Inc., and acknowledged the execution of the consent to the foregoing **SECOND AMENDMENT TO THE SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF BEAUMONT ON THE GREEN** as their voluntary act and deed.

WITNESS, my hand and Notarial seal, this 10 day of DECEMBER, 1996.

Robert E. Fulwider
Notary Public
Resident of MARION County, IN

MY COMMISSION EXPIRES:

1-29-1999

ROBERT E. FULWIDER

