Subdivision Covenants and Restrictions

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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HOLLAWAY POINTE

This Declaration Amendment is made this 28 day of June, 2009, by Hollaway Pointe Homeowners’ Association, Inc. an Indiana corporation ("Declarant").

RECAPITALS

1. Declarant is the owner of certain real estate located in Hendricks County, Indiana, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Real Estate");

2. Declarant, by virtue of a vote of homeowners held 6/28/2009, desires to amend the original Declaration of Covenants as recorded 8/1/1996 at Page 155-584 in the Office of the Recorder of Hendricks County as follows:

AMENDED DECLARATIONS

Article VII SS 2 (b)(i)
(i) routine maintenance, and repairs of the exteriors of each Home, shall not include roofs, gutters, doors, windows, and exterior walls; and shall include only the painting of exterior wood surfaces (excluding stained front entry doors) all of which shall be considered part of the Common Properties for purposes of maintenance only;

ARTICLE IX SS 2
"...shall be drawn to include the establishment and maintenance of one reserve fund for the painting of Home exteriors as described in VII (b) (i), the routine maintenance of lawns, as described in VII (b) (ii), and driveway snow removal.

IN WITNESS WHEREOF, Hollaway Pointe Homeowners’ Association, Inc., Declarant, has executed this Declaration Amendment on the day and year first hereinabove set forth.

HOLLAWAY POINTE HOMEOWNERS’ ASSOCIATION, INC.

By:  
Signature:  Bill Vinton, President
Printed Name
Before me, a Notary Public in and for said County and State, personally appeared

Bill Vinton

who acknowledged the execution of the
foregoing, and who, having been duly sworn, stated that any representations therein contained
are true.

Witness my hand and Notarial Seal this 20th day of June, 2009.

County of Residence: Hendricks

My Commission Expires: June 12, 2014

This Instrument Prepared By: Thomas A. Casey, Attorney I.D. #3880-49, CASEY LAW
OFFICES, 17 S. School Street, P.O. Box 608, Brownsburg, Indiana 46112, (317) 852-0482.

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. THOMAS A. CASEY
RESOLUTION OF
HOLLAWAY POINT HOMEOWNERS’ ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants of Hollaway Pointe has been amended to define routine maintenance, and repairs of the exterior of each Home to include only the painting of exterior wood surfaces (excluding stained front entry doors); and

WHEREAS, certain minutes and/or Resolutions referred to routine maintenance, and repairs of the exterior of each Home in various ways; and

WHEREAS, this Resolution is adopted to conform henceforth all matters regarding exterior maintenance to the Amended Declaration of Covenants;

NOW, THEREFORE, be it resolved that:

The Board hereby dissolves the Capital Roof fund and directs the return of the funds to the members as follows:

1. All funds paid into the fund on behalf of each lot will be returned to the owners of record of that lot as of the date of passage of the amendment(s).

2. All interest earned from the date of establishment through the date of dissolution of the fund shall be returned to the owners of record of each lot on a pro rata basis.

3. Any past due balances owed the association by any owners of record will be deducted from the fund proceeds due to that owner of record.

So approved this 20th day of July, 2009.

HOLLAWAY POINTE HOMEOWNERS’ ASSOCIATION, INC.

By:  

President

ATTEST:

Betty Lou Byram

Betty Lou Byram, Secretary