

**AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE RIVER'S EDGE HOMEOWNER'S ASSOCIATION INC.  
AND RIVER'S EDGE COMMUNITY, INC.,  
BY ITS OFFICERS, DAVID STONE AND CAROLYN STONE  
(HEREINAFTER CALLED "DECLARANT")**

This Declaration is hereby made on the date hereinafter set forth by and between the River's Edge Homeowner's Association, Inc., with its principal place of business in the County of Clark and the State of Indiana and the Declarant, the River's Edge Community, Inc., with its principal place of business in the County of Clark and the State of Indiana.

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property located in The River's Edge Community, Inc. Said real estate is set out in the records of the Auditor of Clark County, Indiana, in Plat Book #3, Page #5, being Survey Drawing #243, and being a part of Survey #57 of the Illinois Grant, Charlestown Township, Clark County, Indiana. This property is subject to this Declaration herein.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and regulations, which are for the purpose of protecting the value and desirability of the River's Edge Community and which shall run with the real estate and be binding on all parties having any rights, title or interest in the above-described properties or any part thereof including their heirs, successors, executors, and assigns, and shall insure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to The River's Edge Homeowner's Association, Inc., a not-for-profit corporation duly organized under the laws of the State of Indiana and its successors and assigns.

Section 2. "Building" shall mean any mobile home, recreational vehicle, travel trailer, implement storage building, garage, or carport that may be situated on a lot or a part of a structure conveyed with the lot.

Section 3. "Adjacent Structure" shall mean any deck, porch, or dock that may be situated on a lot or a part of a structure conveyed with the lot.

Section 4. "Declarant" shall mean and refer to River's Edge Community, Inc., by and through its duly authorized officers, agents, and assigns.

Section 5. "Declarant's Property for Use and Enjoyment of Members" shall mean and refer to the common lake and 15' around the same, and Clubhouse and 15' around the same.

Section 6. "Declaration" shall mean and refer to this declaration of covenants, conditions, and restrictions to which the properties are subject.

Section 7. "Camp Unit" shall mean any unit placed on a lot designated and intended for use for camping.

Section 8. "Lot: means the numbered lots shown on any recorded plat of the properties, and any additional new lots that may be added and not previously recorded on the original Plat Map, heretofore recorded in the Office of the Recorder of Clark County, Indiana.

Section 9. "Member" shall mean and refer to anyone owning a lot pursuant to the limitations in this Declaration.

Section 10. "Eligible Voting Member" shall mean and refer to anyone owning a lot pursuant to the limitations in this Declaration and are current in payment of any assessments by the Association.

Section 11. "Owner" shall mean the owner or owners of record, including owners of lots being purchased pursuant to a Read Estate Contract.

Section 12: "Properties" shall mean and refer to all of the real estate property hereinabove described.

Section 13: "Assessment" shall mean a proportionate share of funds required for payment of capital improvement, operating costs, and common expenses; which from time to time is levied against each lot owner by the Association.

Section 14: "Mail Ballot" shall mean paper by which a vote is registered.

## **ARTICLE II**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Ownership of a lot(s) shall be the sole qualification for membership and is subject to all assessments as noted hereinafter in this Declaration.

Section 2. Roster of Membership. The Association shall maintain a roster of names, mailing addresses, and phone numbers of lot owners. It is the sole responsibility of lot owners to provide any changes of ownership, mailing addresses, and phone numbers to the Secretary/Treasurer of the Association. The roster shall be maintained from evidence of lot ownership recorded in the Clark County Recorder's office and changes of mailing addresses furnished to the Association from time to time.

Section 3. Voting Membership Rights: Members shall be lot owner(s). A lot owner, or lot owned by multiple owners, can cast only one vote in total, no matter how many lots they own. A vote may be cast in person at meeting or by mail ballot that is sent in with written notice of meeting. A mail ballot may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the ballot.

Section 4. The Declarant herein is responsible to pay assessments on each owned lot that is rented. Therefore, Declarant is entitled to cast only one vote in total, no matter how many lots are rented, as long as any interest is held in the River's Edge Community including their heirs, successors, executors, and assigns.

Section 5. Quorum for any action authorized: All eligible voting members, either present or by mail ballot, at said meeting shall constitute a quorum. 51% of quorum shall constitute a majority. A mail ballot must be returned to the Secretary of the Association and must be received prior to the meeting.

Section 6. Suspension of Voting Rights: Any member who has not paid their assessments, 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.

Section 7. Association Board of Directors: Board of Directors shall be elected by quorum vote of the membership, described herein, and shall manage the affairs of the Association,

Section 8. Annual Meeting: The regular annual meeting of the membership of the Association is to be held at 1:30 p.m. on the first Sunday in June of each year. Meetings of the Association shall be held in Clubhouse of the development or such other suitable place convenient to lot owners as may be designated by the Board of Directors.

Section 9. Special Meeting: It shall be the duty of the Association President to call a special meeting of the members as directed by resolution of the Association Board of Directors or upon a petition signed by ten (10) lot owners and having been presented to the Secretary/Treasurer. No other business shall be transacted at a special meeting except as stated in the notice.

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 24 hours when a lot owner has expressed 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. The lot owner who is attempting to restrict the affected lot owner's enjoyment of his lot would cease the event, construction, etc., immediately and await the decision of the Board of Directors.

Section 11. Notice of Meetings:

- (a) Annual Meeting: It shall be the duty of the Secretary/Treasurer to mail 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. The post office certificate of mailing shall be retained as proof of mailing.
- (b) Special Meeting: It shall be the duty of the Secretary/Treasurer to mail to each member a written notice stating the date, time, place, and purpose(s) of a special meeting thereof and 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 and/or their last known telephone number.
- (c) Emergency Meeting: It shall be the duty of the Secretary/Treasurer to contact each Board of Director by telephone within 24 hours stating date, time, place, and purpose(s) of emergency meeting.

### **ARTICLE III MANAGEMENT AND TIME OF ELECTION**

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of a minimum of five (5) and a maximum of seven (7) members as provided by the By-Laws.

Section 2. Board of Directors shall be elected by the voting members in accordance with the By-Laws at the regular annual meeting of the membership of the corporation to be held at 1:00 p.m. on the first Sunday in June of each year.

Section 3. All Officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors on the second Sunday in June of each year. The board of Directors shall elect from among the members, a President, Vice President, and Secretary/Treasurer.

Section 4. Vacancies in the Board of Directors, caused by any reason, shall be filled by the next nominee with highest votes listed for election at the regular annual meeting of the membership.

### **ARTICLE IV BY-LAWS**

Section 1: The By-Laws of this corporation may be adopted by the Lot Owners hereto and may be altered, amended or rescinded by recording such modification in the public records of Clark County, Indiana signed by a majority of the quorum.

### **ARTICLE V COVENANT REGARDING MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation of Owner: Each owner of a lot hereinabove described, and for each lot owned by said owner, hereby covenants and agrees, whether or not said covenant is contained in any deed of conveyance or real estate contract, to pay to the Association annual assessments or charges and special assessments for capital improvements and operating costs; and special assessments as provided in this Article.

The Association has a Lien Right against each lot owner(s) to secure the payment of assessments or other charges coming due to Association described hereinafter. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a lien against the owner's land and shall be a continuing lien upon the property against which each such assessment is made and shall be superior to all liens, except a first mortgage of record and/or ad valorem taxes. Failure by the owner(s) to pay these assessments may result in foreclosure of the lien. If property is sold, and there is a lien on property, person(s) purchasing property will assume the lien.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the lot owners and the properties and for the improvement of roads and maintenance and security lights, and other needs as voted by the membership. It is expressly agreed that the purchase of a lot in River's Edge constitutes acceptance of liability for all assessments, annual and special assessments as may be voted by the membership of the Association.

Section 3. Operating Assessment: The operating assessment shall be set against the owner of said lot(s) on an annual basis. The Association members shall fix the annual operating assessment by a majority vote, as defined herein, of the eligible voting membership. A portion of such annual assessments shall be set forth or set aside or otherwise allocated for the purpose of providing road upkeep, maintenance of security lights, attorney fees, or any other capital improvement which the Association is required to maintain.

Section 4. Date of Operating Assessments: The annual operating assessment due dates, provided herein, shall commence, as to each respective lot, on the anniversary date of lot purchase and will be prorated to meet assessment due dates, as provided herein, and due each year thereafter. The annual operating assessment is due and payable in 2 (two) equal semi-annual installments. The first installment is due January 1 and second installment is due July 1 of each year. Lots owned, but which are not occupied, shall pay the same annual assessment as lot owners that occupy said lots. Lots owned by the Declarant, which are not sold or rented, shall be exempt from the assessment.

Section 5. Special Assessments. In the event the annual operating assessments prove to be insufficient for providing road upkeep, maintenance of security lights, or any other capital improvement, the Association Board of Directors can propose a special assessment to all lot owners at an annual or special meeting to be voted on and passed by a majority vote, as defined herein. Lots owned by the Declarant, which are not sold, shall be exempt from the special assessment.

Section 6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all lots. Assessments shall be based on road front footage and will be assessed on an annual basis. The parties hereto acknowledge that the common property across the road from lots owned by the members of the Association are platted, and the Declarant acknowledges that these lots are for sale. If a lot owner buys a piece of this property on the north side of the road, across from their current lot, the assessment shall be waived.

Section 7. Nonpayment of Assessments. Non-payment of any assessments herein within thirty (30) days of the due date results in a monthly late fee not to exceed the maximum amount of State of Indiana Usury Law. The Association may bring legal action after 90 days of the due date against the owner personally obligated for non-payment and foreclose the lien against the property hereinabove mentioned and file a petition in such action, and may collect reasonable attorney's fees and court costs. No owner shall be allowed to waive the liability for the assessments provided for herein by claiming non-use of his or her area or non-use or abandonment of his or her lot.

Section 8. Utilities: The Utility Corporation, for each lot owned within the properties, hereby covenants to each owner of any lot by acceptance of a deed therefore, and/or a duly executed real estate contract for the purchase of said lot (whether or not it shall be so expressed in such deed or real estate contract) to provide utilities to the lot owner. Said utilities consist of water and septic/sewer service with usage restrictions mandated by the Indiana State Board of Health. The Utility Corporation provides utilities for the owners at a set annual fee of metered rate regulated by the Utility Regulatory Commission of the State of Indiana. The fee is collected on the day the lot is purchased and due each year thereafter, whether or not the lots are occupied, unless changed by the Utility Regulatory Commission of the State of Indiana. Annual fee consists of a summer, April through September, utility rate; and a winter, October through March, utility rate. If lot owner(s) does not use utilities during a winter rate season, a utility fee will not be charged for that winter season.

## **ARTICLE VI DECLARANT'S RIGHTS**

Section 1. The Declarant reserves the right to use any of the unsold lots as models and to sell, assign, or conduct other business in connection with the construction and development of the property owned by the Declarant. Their rights include the right to maintain models, erect signs, maintain an office with employees and to show lots that remain unsold.

## **ARTICLE VII MAINTENANCE AND USE**

Section 1. Maintenance by Owners: The owners of each lot shall furnish and be responsible for, at their own expense, all maintenance and repairs of their lot and all structures, improvements, patios, decks, docks, implement buildings, and equipment located thereon.

In addition, all owners shall be subject to the following maintenance of their lots and must comply with Association restrictions as described hereinafter:

- (A) There shall be no signs or commercial business ventures of any type on any of the lots herein except "For Sale" or "For Rent" signs.
- (B) All construction contractors and lot owners shall present construction plans and Certificate of Insurance 30 days prior to beginning of construction for approval by Association Board of Directors. All construction contractors are to be provided copy of River's Edge Homeowner's Association Inc. "Declaration of Covenants, Conditions, and Restrictions" from Board of Directors and sign receipt of such document. Construction contractor must provide a dumpster for any major construction. Once a lot owner applies for a building permit, construction must begin within one year. Any construction on any lots herein must be at least five-foot (5') from the adjoining owners property line. All build-up foundations must be enclosed. Owners are responsible for clean-up, removal of all construction debris, and any damages that may occur. All liability lies upon the lot owner.
- (C) Construction of outbuildings, decks, and porches must be approved by Association Board of Directors before said construction begins. Lot owner(s) must submit drawings of the proposed construction to the Association Board of Directors and be approved in writing; and furthermore, shall comply with the zoning laws of Clark County, Indiana, and with the restrictive covenants hereinabove stated. Also, it is the responsibility of adjacent lot owner(s) to advise the Board of Directors of any construction occurring next to their property.
- (D) Any "building" (such as mobile home, recreational vehicle, travel trailer, implement storage building, garage, carport, or deck) shall not be built or placed past river frontage of adjacent lot owner(s) "building" and shall not obstruct adjacent lot owner(s) riverfront view.
- (E) Only one (1) implement shed per lot will be allowed not to exceed 144 sq. ft., one-story maximum 12 ft. height, must be on a skid-type base, and cannot obstruct adjoining lot owners view.
- (F) Decks may not be attached to mobile homes. Storage under decks will not be permitted in view of the other lots and must be enclosed; Association highly recommends lattice enclosure.
- (G) All mobile homes are required to have hitches on the roadside, wheels and extra axles if needed must be installed, the tires must be in good condition and be ready to be moved at all times.
- (H) Each lot must be kept clean of weeds and debris. Grass shall be kept cut and maintained. River debris shall be cleaned up and removed before the summer season. The burning of this debris is allowed. The beginning of summer season is hereby defined as Memorial Day Weekend.
- (I) All mobile homes, implement buildings, and lots must be kept in good repair. There shall be no flaking paint, rusting homes or unkempt implement buildings. Faded mobile homes must be repainted or re-stained. Mobile homes must be underpinned and implement buildings must color coordinate with mobile homes. No lean-tos or shacks are permitted on any of the properties.
- (J) No unlicensed or junk vehicles shall be allowed and no major repair of motor vehicles is permitted.
- (K) Any in-home appliances placed outside must be covered from view by other lot owners and from the roadway. Equipment, tools, ladders, lawnmowers and other lawn equipment are not permitted in view of the other lots.
- (L) No fence or walls will be permitted, except for beach erosion retaining walls. Plants, trees or shrubs installed on easements may be removed if utility service is needed.
- (M) Only normal household garbage is to be put in plastic bags and placed in standard-size garbage receptacles (normally 33-gallon). If garage is placed or set out in any other manner, it will not be removed. Standard-size garbage receptacles shall be placed so as not to be seen from roadway. Excessive garbage will not be allowed. Only two garbage receptacles will be permitted. A designated day will be named for pickup and removal. Garbage receptacles will not be set out after this date.

- (N) Excessive garbage is to be placed **inside** dumpsters by lot owners, provided on Declarant's property. No building materials, tires, or propane tanks are to be put inside dumpsters. Disposal of in-house appliances, lawnmowers, grills and other items not deemed "garbage" will not be allowed in or around dumpsters. It is the responsibility of the lot owners to dispose of items not deemed as garbage off of River's Edge property.

## **ARTICLE VIII**

### **EASEMENTS AND ENCROACHMENTS**

Section 1. Each lot is burdened with an easement of ingress and egress by the Utility Corporation for the maintenance repair and replacement of utility lines. Each lot is subject to a 25' roadway easement along the north side of the lot. All lots are subject to a 5" easement on each side of the lot for utility lines. A roadway easement exists being 25' of each side of the centerline of the existing roadway which roadway provides access to and from the lots from Bull Creek Road, a dedicated county road. All lots are subject to any other additional easements and restrictions of record that were in existence upon the owner's purchase of said lots.

Section 2. Drainage, Utility and Sewer Easements. The Utility Corporation herein has reserved certain areas of the lots for drainage, public utility and sewer easements as hereinabove stated. In doing so, it is the intention of the Utility Corporation to provide the needed flexibility to himself and for the benefit of all lots and owners. Furthermore, the purpose and intent is to properly install and allow to be maintained all electrical, telephone, water, sewer, septic and other utility services including, but not limited to, all lines, pipes, wires, cables, ducts appurtenant to said services to the units located on said lots. No other improvements or permanent structures shall be placed within such utility easements. The right to remove any structure so situated on easements without duty of replacement or reimbursement shall be The Utility Corporation's rights if necessary. The Utility Corporation, however, covenants that it will make every attempt to contact the lot owner of the necessity to remove any structure and/or obstruction on said easement and shall allow said owner to immediately remove said structure and/or obstruction.

Section 3. Easement for Signs: The Declarant reserves unto himself, for so long as he owns any lot, the rights to erect and maintain an entryway, identification and for sale sign or signs with the properties as the Declarant seems reasonably necessary provided that said signs shall be unobtrusive and in good taste.

## **ARTICLE IX**

### **DRIVEWAY REQUIREMENTS**

The driveway in front of each owner's lot shall be for the exclusive benefit for such owner and his guests. Each owner shall pave or concrete their driveway within (2) years from the date a mobile, recreational vehicle, or travel trailer is placed on the property.

## **ARTICLE X**

### **GENERAL RESTRICTIONS**

Section 1. By-Laws/Articles of Incorporation/Restrictive Covenants for flood management: The ownership, use and enjoyment of each lot shall be subject to the By-Laws and Articles of Incorporation of the Association and furthermore subject to this Declaration and these Restrictions, all of which shall be enforceable and binding as covenants.

All parties to this agreement are fully aware of and acknowledge that they are subject to a "Master Agreement" of Restrictive Covenants for Flood Management regarding the River's Edge heretofore executed by and between the Indiana Department of Natural Resources, Clark County, Indiana, by and through the Clark County Commissioners, the Clark County Plan Commission, the River's Edge Homeowner's Association, Inc., and the Clark County, Indiana, Emergency Management Agency, a copy of which is attached hereto made a part hereof and marked as "EXHIBIT 'A'".

Section 2. It is expressly agreed that any owner violating any covenants, conditions, and restrictions herein stated shall be given a thirty (30) day notice of the alleged violation. If, for any reason, the owner does not alleviate the problem and/or comply with the terms and conditions hereinabove stated said owner shall be assessed a \$25.00 per day fine for each day he remains in violation of the rules and regulations, which shall constitute a lien against the owner's real estate and which sum shall be payable to the Homeowner's Association.

Section 3. No camp unit shall be used for any purpose other than single-family camping purposes.

Section 4. Camp fires and outdoor fires are permitted so long as they are reasonable in size, and do not create a nuisance or annoyance to adjoining landowners. If an adjoining owner files a complaint with the Association, the owner of the property causing said nuisance shall be immediately notified and shall cease and desist from causing said nuisance.

Section 5. All guests of any owners shall abide by these rules.

Section 6. Firing of any type of weapon is strictly prohibited.

Section 7. There shall be no hunting on the land of the owners herein and/or the Developer's land.

Section 8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except a dog or cat, provided they are not kept, bred, or maintained for any commercial purposes. The Association prohibits raising, breeding or keeping animals for monetary gain. Any person owning or keeping a pet shall be responsible for that animal and make sure the pet is confined to that owner(s) lot area. No dogs or cats will be allowed to run free or run upon adjoining property owner. No pet pens or pet runs are allowed. No dogs are allowed to bark and cause a disturbance. If pet is walked, it must be leashed, and any person owning such animal shall be responsible for and shall clean up waste from such pet.

Section 9. The driveway in front of each owner's lot shall be for the exclusive benefit of that owner and their guests. No one shall park any vehicles along the street; this includes snowmobiles, boats, trailers, campers, RV's, or commercial trucks. All boats and wave-runners must be removed from the camp lots by November 15 and cannot be replaced until March 15 of each year.

Section 10. Declarant's property may not be used to park vehicles, boats, etc. without prior given permission and a signed release of liability.

Section 11. All owners and their guests must maintain posted speed limits. State of Indiana rules and regulations shall prevail.

Section 12. Commercial trucks allowed for delivery purposes only. Large concrete trucks will not be allowed without prior permission from the Association Board of Directors.

Section 13. Lots may not be sub-divided.

Section 14. Upon the sale of any lot by an owner or the Declarant, the new owner shall receive a copy of the Declaration of Covenants, Conditions, and Restrictions; By-Laws; and any Rules and Regulations for the River's Edge Homeowner's Association, Inc. that may be adopted. The Association Board of Directors will provide these documents.

Section 15. The fishing lake is for the use of the owners and their guests only. An adult must accompany any children under the age of 12. Swimming is not permitted and there shall be no parking around the lake. Any chairs or debris must be removed from the lake premises immediately. There are fish in the lake that is used for alga control and these fish must be thrown back if caught. They are easily recognizable inasmuch as they are large grass carp.

Section 16. Water may not be used for watering grass or washing vehicles. There should be no dripping faucets or water hoses.

Section 17. Food grinders or garbage disposals are prohibited.

Section 18. No condoms and/or sanitary supplies may be flushed down commodes of any of the units.

Section 19. The water at the main must be turned off and on by the utility company and/or their employees.

Section 20. All valid laws, zoning ordinances, and regulations of all governmental bodies must be followed. The county, the State of Indiana, the United States of America, the Indiana Department of Natural Resources, FEMA, and the Indiana State Board of Health must approve any permanent construction or elevation of any buildings whatsoever. Any mobile homes that are to be elevated and/or any other structures that are to be elevated must comply with all building ordinances and zoning codes, Indiana State Board of Health, and/or FEMA

regulations. The River's Edge Homeowner's Association, Inc. "Declaration of Covenants, Conditions, and Restrictions" prevails over these organizations noted herein.

Section 21. The Association Board of Directors has the authority to enforce rules, regulations, and restrictions governing the use of all lots. Owners, guests, lessees and renters must observe all rules and regulations.

Section 22. If an owner and/or renter violates any of these covenants, conditions, and restrictions, all members and/or Board of Directors have the right to pursue any and all remedies afforded by the law of the State of Indiana and/or the United States of America and shall be entitled to reasonable attorney fees in pursuing said remedies. Monies allocated for legal expenses may be used at the discretion of Association Board of Directors for enforcement of any non-conformances.

Section 23. All lots designated and intended for use for camping shall be limited to one camp unit per lot. Lot owner(s) and their guests shall not be allowed to have a tent, pop-up camper, or any temporary camp unit or structure in excess of seven (7) days without prior notice and approval from Association Board of Directors.

Section 24. The River's Edge Community, Inc., being the Declarant herein, has in it's entirety been designated a certain amount of acres for development. Property adjacent to the development and owned by the Declarant is held sacred and deemed private to him and his family and is for their exclusive use.

Section 25. No activity is allowed that disrupts the peace or use of neighboring properties.

## **ARTICLE XI** **RIGHT AND REMEDIES**

Section 1. Right of Enforcement of Restrictions: In the event of a violation or threatened violation of any of the covenants, conditions, and restrictions herein enumerated, the Declarant, the persons in ownership of the lots, the Association Board of Directors, shall have the right to enforce the covenants, conditions, and restrictions contained herein and may pursue any and all remedies at law or at equity with or without proving actual damages. Said remedies shall include, but are not limited to, the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof.

Section 2. 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 letter shall be sent outlining said infraction. The owner shall be given thirty (30) days to correct said infraction. If said infraction is not corrected within the time limit, the Association has the authority to secure a labor force to correct those items and in turn has the authority to assess the owner for the fees which have been charged by that labor force. The owner shall have ten (10) days to reimburse the Association for the sums expended to correct the infraction. If the owner fails and refuses to reimburse the Association, the sums expended by the Association shall become a lien against the owner's property subject to foreclosure as heretofore outlined herein.

Section 3. Amendment: This Declaration may be amended or changed at any time by an instrument recorded in the Office of the Recorder of Clark County, Indiana, signed or approved in writing by a majority vote.

## **ARTICLE XII** **BINDING EFFECT**

This Amended Declaration of Covenants, Conditions, and Restrictions shall be binding on the current owners and the Declarant and their successors, heirs, devisees and subsequent owners. Furthermore, the Declarant herein, their successors, assigns, devisees and/or subsequent owners shall be subject to future amendments hereto provided, however, notice of any proposed changes is given pursuant to this Declaration and further provided that any said amendments are approved by a majority vote as herein described in Article II, Section 5.

Dated this 25<sup>th</sup> day of August, 2002

"Declarant"  
The River's Edge Community, Inc.

David Stone, President Carolyn Stone, Secretary/Treasurer

Agreed and Adopted by Association Constituting a Majority  
Pursuant to Association By-Laws

**AMENDED BY-LAWS OF  
THE RIVER'S EDGE HOMEOWNER'S ASSOCIATION INC.**

**A corporation not for profit under the laws of the State of Indiana**

**ARTICLE I**

Section 1. Identity: These are the By-Laws of River's Edge Homeowner's Association Inc., called "Association" in these By-Laws with it's principal place of business in the County of Clark and the State of Indiana. The Association has been organized for the purpose of administering and enforcing the restrictions as set out in the "Amended Declaration of Covenants, Conditions, and Restrictions for the River's Edge Homeowner's Association Inc. and to promote the health, safety, and welfare of the lot owners, the properties, and improvement of roads, maintenance, security lighting and other needs as voted by the membership.

Section 2. The terms used herein shall have the same meaning as those found in the Amended Declaration of Covenants, Conditions, and Restrictions for the River's Edge Homeowner's Association Inc. and River's Edge Community, Inc., by its Officers, David Stone and Carolyn Stone (hereinafter called "Declarant").

Section 3. The calendar year of the Association shall be from January 1 through December 31.

**ARTICLE II**  
**MEMBERSHIP, VOTING, QUORUM, BALLOTS**

Section 1. Membership: Ownership of a lot(s) shall be the sole qualification for membership of Association as provided in the Declaration, and Association shall maintain a roster of lot owners names, mailing addresses, and phone numbers.

Section 2. Voting: A lot owner, or lot owned by multiple owners, can cast only one vote in total, no matter how many lots they own. A vote may be cast in person at meeting or by mail ballot that is sent in with written notice of meeting. A mail ballot may be made by any person entitle to vote and shall be valid only for the particular meeting designated in the ballot. The Declarant is entitled to cast only one vote in total, no matter how many lots owned and rented, as long as any interest is held in the River's Edge community including their heirs, successors, executors, and assigns.

Section 3. Quorum: All eligible voting members, either present or by mail ballot, at said meeting shall constitute a quorum. 51% of quorum shall constitute a majority. A mail ballot must be returned to the Secretary of the Association and must be received prior to the meeting.

**ARTICLE III**  
**ADMINISTRATION**

Section 1. Association Responsibilities. The lot owners, being all of the members of this non-profit corporation, will constitute the Association of Owners (hereinafter referred to as "Association") will have the responsibility of administering and arranging for management of the River's Edge Homeowner's Association, Inc.

Section 2. Place of Meeting. Meetings of the Association shall be held in the Clubhouse of the development or such other suitable place convenient to lot owners as may be designated by the Board of Directors.

Section 3. Annual Meeting. The annual membership meeting of the Association is to be held at 1:30 p.m. on the first Sunday in June of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

Section 4. Special Meetings. It shall be the duty of the Association President to call a special meeting of the members as directed by resolution of the Association Board of Directors or upon a petition signed by ten (10) lot owners and having been presented to the Secretary/Treasurer. The notice of any special meeting shall state the time and place of such meting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice.

Section 5. Emergency Meetings. It shall be the duty of the Board of Directors to call an emergency meeting of the Board of Directors within 24 hours when a lot owner has expressed 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. The lot owner who is attempting to restrict the affected lot owner's enjoyment of his lot would cease the event, construction, etc., immediately and await the decision of the Board of Directors.

Section 6. Notice of Meetings.

- (a) It shall be the duty of the Secretary/Treasurer to mail to each member a written notice of the annual meeting stating the purpose(s) thereof, as well as, the date, time, and place of said meeting. The written notice of annual meeting shall be delivered no less than thirty (30) days prior to such meeting. The post office certificate of mailing shall be retained as proof of mailing.
- (b) It shall be the duty of the Secretary/Treasurer to mail to each member a written notice for a special meeting stating the purpose(s) thereof, as well as, the date, time, and place of such meeting. The written notice of a special meeting shall be delivered no less than five (5) days prior to such meeting. The post office certificate of mailing shall be retained as proof of mailing.
- (c) It shall be the duty of the Secretary/Treasurer to contact each Board of Director by telephone within 24 hours stating date, time, place, and purpose(s) of emergency meeting.

Section 7. Order of Business. At annual members' meetings, and as far as practical at other members' meetings, the order of business shall be:

- (a) Meeting called to order by President.
- (b) Calling of the roll and certifying mail ballots.
- (c) Reading and approval of the minutes of the last regular meeting.
- (d) Report of the Treasurer.
- (e) Report of Board of Director's meetings.
- (f) Report of any committees.
- (g) Election of Board of Directors.
- (h) Unfinished business.
- (i) Adopt and approve a budget.
- (j) New business
- (k) Adjournment of the business meeting.

Section 8. Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of Association and Board of Directors meetings when not in conflict with the Declaration of Association or these By-Laws.

Section 9. Indemnification of Board of Directors. The Association shall indemnify any and all persons who may serve or who have served at any time as Directors or Officers, and their respective heirs, administrators, successors and assigns, against counsel fees, and amounts paid in settlements (before or after suit is commenced), actually and necessarily incurred by such claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been Directors or Officers of the Association, except in such cases wherein the Director is adjudged guilty of willful misfeasance, or malfeasance, in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members, or otherwise.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

Section 1. Number and Qualifications. The Board of Directors shall manage and govern the affairs and property of this corporation. The Board of Directors will consist of a minimum of five (5) and a maximum of seven

(7) persons who must be lot owners and members in the River's Edge Homeowner's Association, Inc., and shall include a President, Vice President, and Secretary/Treasurer as Officers and two (2) to four (4) board members. The Directors of the Association shall have a fiduciary relationship to the lot owners.

Section 2. Election. Election of directors shall be conducted in the following manner:

- (a) Election of directors shall be held every three (3) years at an annual membership meeting.
- (b) Eligible voting members present shall make nominations for each of the five (5) to seven (7) directors from the floor.
- (c) The election shall be by paper ballot with the most votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled.
- (d) Newly elected Board of Directors will administer the next meeting after an election.

Section 3. Term of Office. The term of each Board of Director's service shall extend for three (3) years and subsequently until his/her successor is duly elected and qualified or until he/she is removed in the manner elsewhere provided.

Section 4. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of affairs of the Association and may do all such acts and things as by these By-Laws, directed to be exercised and done by the lot owners. The Board of Directors shall not have authority to spend over \$1,000.00 (one thousand dollars) per calendar year without majority approval of membership at a Special Meeting, with exception of utilities and routine maintenance liabilities.

Section 5. 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:

- (a) Shall comply with all the terms and conditions of the Amended Declaration.
- (b) Enforce care and upkeep of the River's Edge community.
- (c) Collection of assessments from the lot owners.
- (d) Suspend voting rights of a member during any period in which such member shall be in default in payment of assessments levied by the Association or for the period member is in violation of the stated restrictions.
- (e) Keep a complete record of all of its acts and corporate affairs and to present a financial statement thereof to the members at the annual membership meeting and on December 1<sup>st</sup> of each year.
- (f) Shall audit the Association's annual funds with books of record at the end of the calendar year.
- (g) Shall propose a budget for each calendar year in writing to membership 30 days prior to annual membership meeting.
- (h) Supervise all Officers of this Association and to see that their duties are promptly performed.
- (i) Make sure assessments shall be determined by the majority of eligible voting members.
- (j) Send assessments by written notice, to every owner subject thereto at least thirty (30) days in advance of the assessment period.
- (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.

Section 6. Vacancies. Vacancies in the Board of Directors, caused by any reason, occurring between annual meetings of members shall be filled by the next nominee with highest votes listed for election at the regular annual meeting of the membership. If for any reason the next nominee is not able to fill vacancy of Board of Directors, the Board of Directors can appoint an Association member to fill the vacant office and finish the remaining term. A written notice to this effect will be mailed to Association membership.

Section 7. Removal of Directors. An Board of Director may be removed from his/her position, with reasonable cause, by a majority vote at an annual or special meeting of the members duly called for that purpose.

Section 8. Compensation. The Secretary/Treasurer shall receive \$200 compensation at end of each annual term for services rendered to Association. No other Directors shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his actual expenses in the performance of his/he duties.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held on the second Sunday in June at such place as shall be fixed by the Directors.

Section 10. Routine Meetings. The board of Directors shall meet quarterly at such time and place as shall be fixed by the Directors.

Section 11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business.

## **ARTICLE V**

Section 1. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE VI** **OFFICERS AND THEIR DUTIES**

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary/Treasurer, all of whom shall be elected by the Board of Directors and all of whom shall be members of the Board of Directors. The Officers of the Association shall have a fiduciary relationship to the lot owners.

Section 2. Election of Officers. The Board of Directors is to elect a President, Vice President, and Secretary/Treasurer at the first meeting of a newly elected Board of Directors on the second Sunday in June.

Section 3. Multiple Offices. The offices of the Secretary/Treasurer shall be held by the same person. No person shall simultaneously hold more than one of any of the other office.

Section 4. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of the president of an association including, but not limited to, the power to appoint committees from among the lot owners, from time to time as he/she may, in his/her discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

### Section 6. Secretary/Treasurer.

- (a) As Secretary, he/she shall keep in a book, in a businesslike manner, the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; all of which minutes shall be available for inspection by lot owners and Board members at all reasonable times. Such minutes shall be retained for a period of not less than seven (7) years; he/she shall have charge of such books and papers as the Board of Directors may direct; and he/she shall, in general perform all of the duties incident to the office of Secretary.
- (b) As Treasurer, he/she shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association in accordance with good accounting practices which shall be open to lot owners at reasonable times and written summaries of which shall be supplied at the annual membership meeting and on December 1<sup>st</sup> of each year to lot owners. Such accounting records

shall include a record of all receipts and expenditures, an account for each lot owner which shall designate the name and address of the lot owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due. He/she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 7. Payment of Expenditures. Any expenditure incurred by Association shall be paid by check, which will require any two of the three Officers signatures.

Section 8. Fidelity Bonding. All Officers of the Association who control or disburse funds of the Association shall be covered by a fidelity bond in such amount as the Board of Directors may determine is adequate to safeguard the funds of the Association.

## **ARTICLE VII ASSESSMENTS**

Section 1. As more fully provided in the Amended Declaration of Covenants, Conditions, and Restrictions for the River's Edge Homeowner's Association Inc. and River's Edge Community, Inc., each lot owner(s) is obligated to pay to the Association, annual and special assessments which shall be secured by a lien upon the property which the assessment is made if not paid when due. Any assessment that is not paid when due shall be delinquent.

## **ARTICLE VIII ENFORCEMENT**

Section 1. Non-payment of any assessments herein, within thirty (30) days of the due date, results in a monthly late fee not to exceed the maximum amount of State of Indiana Usury Law. The Association may bring legal action after 90 days of the due date against the owner personally obligated for non-payment and foreclose the lien against the property hereinabove mentioned and file a petition in such action, and may collect reasonable attorney's fees and court costs. No owner shall be allowed to waive the liability for the assessments provided for herein be claiming non-use or abandonment of his or her lot.

## **ARTICLE IX RESTRICTIONS**

Section 1. All restrictions will be enforced by the Association Board of Directors by written notice to lot owner(s) and as fully provided in the Amended Declaration of Covenants, Conditions, and Restrictions for the River's Edge Homeowner's Association Inc. and River's Edge Community, Inc.

## **ARTICLE X COMPLIANCE**

Section 1. Conflict with Declaration. In the event these By-Laws conflict with the provision of the Amended Declaration, it is hereby agreed and accepted that the provisions of the Amended Declaration of Covenants, Conditions, and Restrictions will control.

## **ARTICLE XI**

Section 1. These By-Laws are intended to qualify under Section 501 (c) (3) of the Internal Revenue Code as amended.

## **ARTICLE XII AMENDMENTS**

Section 1. These By-Laws may be amended from time to time by resolution adopted at any annual or special meeting of Association called in accordance with the By-Laws. Amended By-Laws to be recorded in the Office of the Recorder of Clark County, Indiana, signed and approved in writing by a majority herein described in Article II, Section 3.

DATED this 25<sup>th</sup> day of August, 2002.