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Amendment to
Declaration of Covenants
Conditions of Covenants
7/7/94
T.G. Bucci

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TAMARRON

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TAMARRON is made this 30th day of June, 1994, by Tamarron Limited Partnership, an Indiana limited partnership, and Thomas G. Bucci, hereinafter referred to as "Declarant".

Recitals

(A) On August 18, 1992, Declarant caused to be recorded a Declaration of Covenants, Conditions and Restrictions of Tamarron, in the office of the Recorder of Monroe County, Indiana, as Document No. 214046 in Miscellaneous Record No. 216 at Pages 19 through 57. Such Declaration of Covenants, Conditions and Restrictions of Tamarron shall be referred to herein as the "Declaration".

(B) This Amendment is being recorded to amend certain sections of the Declaration, and to add certain sections to the Declaration so that the multi-family Lots referred to in the Declaration are appropriately covered.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

Section 1.22(a) Tamarron Village. "Tamarron Village" means the Section(s) of the Tamarron Community consisting of multi-family Lots M-1 through M-24.

Section 2.1 Name. The Real Estate shall be known and designated as "Tamarron," and shall consist of Tamarron Heights, comprising the single-family Lots L-1 through L-46; Tamarron Vista, comprising the zero lot line single-family Lots S-1 through S-78; and Tamarron Village, comprising the multi-family Lots M-1 through M-24.

Section 3.1.5 Any Owner may delegate, in accordance with the provisions of this Declaration and the rules or regulations promulgated by the Association, his right of enjoyment and use of the Common Area and facilities to members of his family, his tenants or contract purchasers who reside on any Lot; provided that tenants or contract purchasers of lots in Tamarron Heights, Tamarron Vista, or Tamarron Village must be used for single-family purposes.

Section 4.2 Minimum Residence Size. Each Residence in Tamarron Heights, Tamarron Vista, and Tamarron Village shall contain at least three (3) bedrooms and two (2) full bathrooms. The following minimum sizes shall apply to each Residence constructed on a Lot in Tamarron Heights, Tamarron Vista, and Tamarron Village.

RECORDED
A.M. 8:40 P.M.
JUL 08 1994
RECORDER MONROE CO., IN

4.2.1 One-story Residences shall have a finished ground floor area of not less than 1,500 square feet above finished grade.

4.2.2 Two-story Residences shall have a finished ground floor area of not less than 1,000 square feet above finished grade and a total finished area of not less than 1,700 square feet above finished grade.

For purposes of this Section 4.2, ground floor area shall be determined from the area of the Residence measured from the outside of the building foundation exclusive of open porches, breezeways, garages, chimneys and eaves.

The provisions of this Section 4.2 may be waived by the Committee upon application in writing by any Lot Owner. No waiver will be valid unless and until it is properly signed by a member of the Committee and placed of record in the Office of the Recorder of Monroe County, Indiana.

Section 4.3 Maximum Height. No single-family Residence in Tamarron Heights, Tamarron Vista, or Tamarron Village, exclusive of chimney, shall exceed twenty-five (25) feet in height measured from the lowest finished grade level at the front of the Residence's foundation visible from any street to the underside of the eave line of the roof.

Section 4.8 Solar Devices. No artificial or manmade device which is designed or used for collection of, or heating by, solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Real Estate including any Residences except for solar systems that were incorporated into the original design of a Residence and which are flush with the roofline. This Section 4.8 shall not prohibit the use of "passive" solar energy.

Section 4.12 Light Fixtures. Each Residence in Tamarron Heights, Tamarron Vista, and Tamarron Village shall have at least one wall bracket light fixture adjacent to the main entry door. Each Residence shall have at least one post light adjacent to the driveway-sidewalk intersection.

Section 6.3 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot with the exception of dogs, cats or other usual and common household pets in reasonable number. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall be confined on a leash at all times whenever they are outside a Residence. Each Owner shall be responsible for removal of his or her pet's waste from Common Areas and Limited Common Areas. Fencing is governed by Section 4.11 above.

Section 6.7 Subdivision of a Lot. There shall be no subdivision of any Lot within the Real Estate nor any sale thereof in parcels except that a portion of a Lot may be sold to an adjoining Lot if no new Lot is created and if the transferor obtains the prior written approval of the Committee. The setback requirements set out in Section 4.5 cannot be waived.

Section 6.17 Maintenance of Lots and Improvements.

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6.17.1. Tamarron Heights and Tamarron Vista. The Owner of any Lot in Tamarron Heights and Tamarron Vista shall at all times maintain the Lot and any Residence, Building or other structure situated thereon in such manner as to prevent the Lot, Residence, Building or other structure from becoming unsightly. The Lot Owner shall keep the exterior of the Residence, Buildings and other structures in such a state of repair or maintenance as to void their becoming unsightly.

6.17.2. Tamarron Village.

6.17.2.1. Each Owner of a Lot in Tamarron Village shall, at his expense, be responsible for the maintenance, repairs, decoration and replacement within his Residence except as may otherwise be provided herein. All fixtures and equipment installed within the home commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a home shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair in his home, which if neglected, might adversely affect any home, Common Area, Limited Common Area, or the value of the Property. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, doors, windows, lamps, and all other accessories belonging to the Owner and appurtenant to the home. Maintenance, repairs, replacements and upkeep of the Common Area and Limited Common Area shall be furnished by the Association, as a part of the Common Expense.

6.17.2.2. In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot and home in Tamarron Village for the following; paint, repair, replacement and care of all exterior doors, roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements excluding, however, any glass surfaces, screens, window fixtures, other hardware and patios, which shall be the sole responsibility of the Owner. The Association shall also maintain any trees, shrubs, grass or walks which the Association or Declarant originally planted or installed upon any Lot; any trees, shrubs or landscaping done by an Owner upon the Owner's Lot shall be maintained by the Owner.

6.17.2.3. In the event the need for maintenance and repair results from the willful or negligent act of the Owner, his family, guests, or invitees, and is not covered or paid for by insurance on such Lot, the cost of such maintenance or repair shall be borne by the Owner, and shall be added to and become a part of the assessment to which his Lot is subject and be subject to the same method of collection as the Regular Assessment.

6.17.2.4. The Board of Directors, or their designated agents, shall have the right at reasonable times, and upon reasonable prior notice (except in cases of emergency in which case no notice will be required) to enter into each individual home for purposes of inspection of the Common Area appurtenant thereto, and replacement, repair, and maintenance of the same.

6.17.2.5. Without the prior written approval of the Board of Directors, no Owner may make any alterations, additions, improvements, repairs, change of colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or home located thereon from its natural or improved state existing on the date such Lot was first conveyed to the Owner except as otherwise expressly provided in this Declaration.

Section 8.1 Payment of Regular Assessments. Regular Assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Regular Assessments shall be levied on a fiscal year basis. There shall be three (3) levels of Regular Assessments based on the differences in services provided by the Association and the reserves needed for Common Area and Limited Common Area expenses:

- (a) Assessments for Owners of single-family Lots in Tamarron Heights;
- (b) Assessments for Owners of zero-lot line single-family Lots in Tamarron Vista; and
- (c) Assessments for Owners of multi-family Lots in Tamarron Village.

Unless otherwise specified by the Board, Regular Assessments shall be due and payable in monthly installments by each Lot Owner on the first day of each month during the term of this Declaration. Regular Assessments shall commence as to each Lot subject to Section 8.4 below, no later than the first day of the first month following the month in which the Lot is conveyed to an Owner other than Declarant and may commence prior to that date at the option of Declarant.

Section 8.2 Budgeting. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (i) estimated revenue and expenses on an accrual basis including the three (3) levels of assessments referenced in 8.1 above; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of Common Area and for contingencies; (iii) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Common Area; (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area, the total amount of expenses common and chargeable to all Owners in Tamarron shall be charged equally against all Lots in the Project

as Regular Assessments, with each Lot being responsible for 1/100th of the total amount of Regular Assessments or the ratio created by multiplying the total amount of Regular Assessments by a fraction, the numerator of which is 1 and the denominator of which is the total number of Lots actually platted, whichever is less, subject to the limitations set forth in the By-Laws. The total of Common Expenses unique to Owners in Tamarron Vista and to Owners in Tamarron Village shall be charged equally against Owners in those communities with each Lot being responsible for a fraction of the common expenses attributable to Owners in Tamarron Vista or Owners in Tamarron Village (whichever is applicable) created by multiplying the total amount of common expenses unique to Tamarron Vista or Tamarron Village (whichever is applicable) by a fraction, the numerator of which is 1 and the denominator of which is the total number of Lots contemplated on the master development plan for Tamarron Vista or Tamarron Village (whichever is applicable). Each year the Board shall prepare and approve the budget and distribute a copy thereof to each Member, approve with written notice of the amount of the Regular Assessment to be levied against the Owner's Lot, not less than thirty (30) days prior to the beginning of the fiscal year. The Regular Assessments shall not increase in any fiscal year by more than the greater of (i) 8% or (ii) the percentage increase in the Consumer Price Index (all items) from the end preceding fiscal year to end of the month prior to the establishment of the annual budget without the approval of two-thirds of all Lot Owners.

Section 8.6 Common Expenses Attributable to Fewer than all Lots.

- (a) Any Common Expense associated with the maintenance, repair or replacement of Limited Common Area not included in the Regular Assessments for Tamarron Vista or Tamarron Village shall be assessed against the Lot(s) to which the Limited Common Area is assigned.
- (b) Any Common Expense for services provided by the Association to an individual Lot at the request of the Lot Owner shall be assessed against the Lot which benefits from such service.
- (c) Any insurance premium to the Association attributable to a particular Lot shall be assessable against that Lot.
- (d) Any insurance premium increase to the Association attributable to particular Lot by virtue of activities in or construction of the Lot shall be assessed against that Lot.
- (e) An assessment to pay a judgment against the Association may be made only against the Lots at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (f) If a Common Expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against that Owner's Lot.

(g) Fees, charges, late charges, fines, collection costs, and interest charged against a Lot Owner pursuant to the documents and the Act are enforceable as Common Expense assessments.

Section 11.2 Property Insurance.

- (a) Property insurance covering one hundred percent (100%) of the actual replacement cost value of the following shall be obtained by the Association:
- (i) The Common Area; and
 - (ii) Any personal property owned by the Association.
 - (iii) Each unit in Tamarron Village. Each home in Tamarron Village will be insured with the same insurance company chosen by the Board of Directors. The limit of insurance for each home shall be equal to the full replacement cost thereof and each Owner of a Lot in Tamarron Village shall be responsible for the premium for their individual home. Such insurance coverage shall be for the benefit of the Owner, the Association, and the Owner's Mortgagee (if applicable). In the event of damage or destruction to any home, the Owner, Mortgagee (if applicable) and the Association shall use such insurance proceeds to repair or restore the damaged property. If for any reason an Owner does not pay the premium allocated to their unit, the Association will add such cost to the Owner's Assessment, which will become immediately due and payable. Each Owner shall have the right to purchase at his own expense any additional insurance he may deem necessary, and each Owner shall be solely responsible for homeowner's liability insurance and for the insurance on the contents of his home and his personal property stored elsewhere on the Property.
- (b) **Risks Insured Against.** The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (c) **Other Provisions.** Insurance policies required by this Section shall provide that:
- (i) The insurer waives the right to subrogation under the policy against a Lot or member of the household of an Owner;
 - (ii) An act or omission by an Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;
 - (iii) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy of the Association provides primary insurance;

(iv) Loss must be adjusted with the Association;

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(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for Owner and such Owner's mortgagee;

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner and each Holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(vii) The name of the insured shall be "Tamarron Homeowner's Association, Inc."

Section 11.5 Owner Policies. Each Owner of a Lot in Tamarron Heights and Tamarron Vista shall carry fire and extended coverage insurance on his Lot, including the exterior. The Association shall obtain and carry fire and extended insurance on the Lots in Tamarron Village as provided for in Section 11.2(a). The Association, or the Declarant pursuant to its rights reserved hereunder, may adopt rules and regulations governing the minimum amounts of insurance required to be carried by all Owners; certain provisions which may be required to be included in all such insurance policies; and such other terms and provisions pertaining to insurance which may reasonably be deemed necessary or appropriate (1) to assure that all Lots and Sites are insured and that there will be proceeds of insurance to repair or restore the same in the event of a casualty loss thereto, or (2) otherwise to assist or to simplify problems of coordination insurance coverage between the Owners and the Association.

Section 11.9 Premiums. Except as otherwise provided in Section 11.2(a), insurance premiums for insurance maintained by the Association pursuant to this Section 11 shall be a Common Expense.

Section 12.8 Casualty and Restoration of Tamarron Village. In the event of damage or destruction of any Tamarron Village home by fire or other casualty, the Owner thereof shall cause such home to be promptly repaired and restored. The proceeds of insurance carried for the benefit of the Owner and Mortgagee for such purpose shall be applied to the cost of such restoration. In the event insurance proceeds are inadequate to cover the costs of reconstruction or in the event there are no proceeds, the Owners of the homes directly affected by the damage shall pay the cost for restoring the home. A home shall be deemed directly affected if and only if a part of such home, including but not limited to, any party wall of such home, is damaged or destroyed. If any Owner fails or refuses to reconstruct his home when required, the Association may pursue whatever legal means are available to cause such restoration, including but not limited to the Association completing the restoration and paying the cost thereof, with the cost attributable to the Owner or Owners who refuse or fail to make the restoration when required becoming a lien on such defaulting Owner's Lot and subject to foreclosure in the same manner as provided for a lien for Common Expenses.

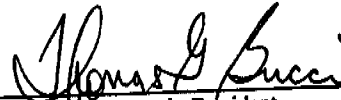
The restoration referred to in this Section 12.8 shall include the costs of construction incurred rebuilding the homes in the same conditions as they existed immediately prior to the destruction or damage and with the same type of architecture. Notwithstanding any other provisions in this Declaration, all homes which are destroyed or damaged shall be restored pursuant to the provisions of this Section 12.8 of this Declaration, unless a majority vote of the Members of the Association decided that such restoration is not necessary, and all improvements in the Common Area which are damaged or destroyed shall be restored by the Association unless two-thirds of the Class A and B Members of the Association and two-thirds of all first Mortgagees decide not to make such restoration or to make such restoration in a different manner.

In the event that the Association has insurance proceeds which are to be used for the benefit of the Owners, no distribution of such insurance proceeds shall be made by the board of directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event, any remittances shall be to the Owner and his Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Common Area.

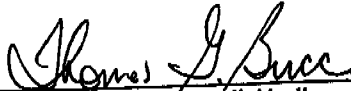
IN WITNESS WHEREOF, Declarant has executed this Declaration on the date and year first above written.

TAMARRON LIMITED PARTNERSHIP

By:



Thomas G. Bucci, President
Tamarron Development Corporation
General Partner of Tamarron Limited Partnership



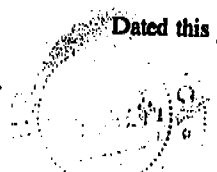
Thomas G. Bucci, Individually

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

BOOK 227 141

Before me, a Notary Public, in and for said County and State, personally appeared Thomas G. Bucci, President of Tamarron Development Corporation, the General Partner of Tamarron Limited Partnership who acknowledged the execution of this *First Amendment to Declaration of Covenants, Conditions and Restrictions* and who having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this 30 day of June, 1994.



Name Printed:

Bernadette C. Meliski
BERNADETTE C. MELISKI
Notary Public

I reside in Monroe County, Indiana.
My commission expires: 9-6-94

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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Dated this 30 day of June, 1994.



Name Printed:

Bernadette C. Meliski
BERNADETTE C. MELISKI
Notary Public

I reside in Monroe County, Indiana.
My commission expires: 9-6-94

This Instrument Prepared By: Rebecca T. Clendening, Mallor Clendening Grodner & Bohrer,
511 Woodcrest Drive, Post Office Box 5787, Bloomington, IN 47407 (812) 336-0200.

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