

**Cross Reference – Declaration of Covenants, Conditions and Restrictions For Grassy Knoll, recorded with the Recorder of Hamilton County, Indiana on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under instrument number\_\_\_\_\_.**

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRASSY KNOLL**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRASSY KNOLL (“Amendment”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by The Grassy Knoll Property Owners Association, Inc., (“Grassy Knoll”) an Indiana Corporation, witnesses as follows:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Grassy Knoll (“Declaration”) was recorded on \_\_\_\_\_, \_\_\_\_\_ as Instrument number \_\_\_\_\_ in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, Section 5.08 B of the Bylaws of the Grassy Knoll Property Owners Association, Inc provides that The Board of Directors has the power to exercise for the Corporation all the powers and duties of the Corporation whose exercise is not reserved or committed to the membership of the Corporation by the By-Laws or the Articles; and

WHEREAS, amending the Declaration was addressed at the annual meeting of the Board of Directors held on July 18, 2005 at which a proper quorum attended and the Board unanimously voted and approved.

NOW THEREFORE, pursuant to the foregoing, The Grassy Knoll Property Owner’s Association, Inc amends its Declaration as follows:

9. Use Restrictions. All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards which shall run with the land.
  - X. Except to the extent such maintenance shall be the responsibility of the Association under any of the provisions of this Declaration, it shall be the duty of the Owner, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any utility, drainage and sewer easements located on the Lot, free of weeds, trash or construction debris and

otherwise neat and attractive in appearance, including, without limitation, the property maintenance of the exterior of any structures on a Lot. If an Owner fails to do so in a manner satisfactory to the Association, the Association, after approval by a majority of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain, or restore the Lot, as the case may be, and the exterior of the improvements erected thereon to a condition acceptable to the Association. The cost of any such work shall be and constitute an assessment against such Lot and the Owner thereof, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Y. It shall be the duty of the Owner of a Lot to ensure that his or her mailbox and post is properly maintained, repaired or replaced if necessary. Such duty shall include but not be limited to properly painting and marking the mailbox in accordance with this Declaration and If an Owner fails to do so in a manner satisfactory to the Association, the Association, after approval by a majority of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain, or restore said mailbox and post, as the case may be, to a condition acceptable to the Association. The cost of any such work shall be and constitute an assessment against such Lot and the Owner thereof, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

IN WITNESS WHEREOF, The Grassy Knoll Property Owners Association, Inc., has executed this Amendment as of the date first written above.

THE GRASSY KNOLL PROPERTY OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
Michael Clemmons, President

Attest:

\_\_\_\_\_  
Secretary

STATE OF INDIANA        )  
  )SS:  
COUNTY OF \_\_\_\_\_)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for Grassy Knoll this \_\_\_\_ day of \_\_\_\_\_, 2008.

Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

This instrument prepared by: Stephen E. Ferrucci, Attorney at Law