

**HENDERSON RIDGE MAINTENANCE ASSOCIATION
BYLAWS**

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Sandy Cain
Brown County Recorder IN
Recorded as Presented

Article I

The Henderson Ridge Road Maintenance Association was organized exclusively to maintain common areas and to preserve the appearance of the Henderson Ridge Subdivision, (hereinafter "Henderson Ridge") and its roadways. The members are individually and separately responsible for the maintenance of their individual property and driveways.

Article II

Membership Lists and Voting Privileges

The Secretary/Treasurer shall maintain a current list of lot owners of Henderson Ridge who are in good standing and entitled to vote. Only lot owners who have paid the yearly Road Maintenance Fee are in good standing and are entitled to vote on any issues. Lot owner(s) is entitled to one vote per lot.

Article III

Association Fees

Section I Collection. The Road Maintenance Association of Henderson Ridge shall be authorized to collect assessments as agreed to by the Henderson Ridge lot owners, and is empowered to make payments and distributions to accomplish any activities that address the repair, maintenance, re-surfacing, and/or any capital improvements needed to ensure the common roads are kept in safe and navigable condition. The scope of maintenance is dictated by the will of the lot owners as specified in these Bylaws. Their agreement for appropriate funding may change accordingly from time to time. Funds may be used to pay for postage, supplies needed to collect assessments, to purchase general liability insurance for Henderson Ridge, to provide security lighting for the school bus pickup at 4-mile road, for legal fees, and for other needs as are approved by the lot owners.

Section II Assessment Fees. The Chairperson shall notify each lot owner of the annual assessment by September 10, of each year with amount due by October 1 of the same year. The current annual assessment is \$250.00. A grace period to November 1, is granted, after which a \$20.00 late fee will assessed after December 1, after January 1, a lien on the lot owner's property will be imposed with a \$50.00 filing fee and the lien may be satisfied by payment of the assessment, all fees and 10% per annum interest charge accrued from the date of the lien.

Section III Restriction. No part of the revenues collected are intended to inure to the benefit of or be distributable to individual Road Maintenance Agreement members, trustees, officers, or other private persons associated with the membership, or their property.

Article IV

Annual Meeting of Members

Section I. Official Reporting Period. For reporting purposes, the Road Maintenance Agreement has adopted a fiscal year from November 1 to October 31 of the following year.

Section II Meetings. The annual meeting open to all lot owners shall be held on the Third Saturday of October each year, at which meeting will include a fiscal report of the operations for the preceding twelve months and a current balance sheet, and transact such other business as may properly be brought before the meeting. Special meetings shall be held more often as business may dictate, and as called by the Chairperson.

Section III. Place. Meetings of the lot owners of Henderson Ridge shall be held in Brown County, Indiana, at such a place as the Chairperson shall designate in the notices for such meetings. Notice shall be mailed to the address of each Lot, unless the Lot Owner provides an alternate address in writing to the Secretary/Treasurer.

Section IV. Notice of Meeting. Notice of all meetings shall be by regular mail at least ten (ten) days prior to such meeting and shall state the business proposed to be transacted at such meeting.

Section V. Quorum. A quorum at any meeting of the lot owners shall consist of 20 lot owners who are entitled to vote. Owners of multiple lots are considered one owner for the purpose of determining a quorum.

Section VI Action. The act of a majority of the lot owners present at a meeting at which a quorum is present shall be determinative as to all matters voted upon.

Section VII Rules of Parliamentary Procedures. The Chairperson shall determine rules of parliamentary procedure for all meetings. In case of any question, Robert's Rules of Order Amended shall be determinative.

Section VIII Books and Records. The Secretary/Treasurer shall keep correct and complete books and records of account and shall keep minutes of the meetings of the Lot Owners arising out of the Road Maintenance Agreement. Any Lot Owner or his or her agent or attorney may inspect all books and records kept by the Secretary/Treasurer for any proper purpose at any reasonable time.

Article V

Officers

The Road Maintenance Association shall elect officers of Chairperson and co-Secretary/Treasurer for a term of one (1) year with term to begin no later than January 1st, subsequent to election and end no later than December 31 the following year. Officers must be lot owners. Should the Chairperson be unable to complete the term the Treasurer will act as Chairperson for the remainder of the term. If one of the co-Secretary/Treasurer be unable to complete the term the other co-officer will complete the term.

Article VI

Subcommittees

The Chairperson has the authority to appoint subcommittees to address specific problems and submit recommendations to the Chairperson or the lot owners, as determined by the Chairperson.

**ACKNOWLEDGEMENT OF HENDERSON RIDGE
ROAD MAINTENANCE BYLAWS**

(I) (WE) the undersigned _____ owner(s) of lot # _____, a part of Henderson Ridge Subdivision, have been made aware, have read, and understand the foregoing Henderson Ridge Road Maintenance Bylaws, and acknowledge we are bound by the rules and restrictions contained therein.

Owner _____ Date _____

Owner _____ Date _____

From: _____ Chairperson
Henderson Ridge Subdivision

HENDERSON RIDGE COVENANTS

As amended on _____

The real estate to be conveyed shall be subject to the following restrictions, assessments, and conditions:

1. Said real estate shall be known and designed as residential real estate only. The intent of Article One is to exclude multifamily dwellings including but not limited to the following: single/double wide trailers hotels, motels, apartments, bed and breakfast homes, guest houses, "tourist homes" as defined under the Brown County Zoning Ordinance, or any other retail or wholesale business so that the development remains single family homes.
2. Improvements shall be single family dwellings with a minimum of 1800 sq. ft. for single story dwellings with an attached garage, 2000 sq. ft. for single story dwellings without an attached garage. Improvements for multi-level dwellings require 2000 sq. ft. minimum with an attached garage and 2200 sq. ft. without an attached garage. The roof pitch for the main roof system of all residential buildings must be no less than 7/12 roof pitch.
3. All construction shall comply with existing County Ordinances.
4. Trailers, mobile homes, shacks, and/or other temporary housing along or in conjunction with any other structures are prohibited on this real estate. Temporary housing including trailers, mobile homes and shacks are prohibited on this real estate before or during construction of the primary residence. This article does not exclude parking recreational vehicles on the property after construction of the primary residence is completed so long as it is not used for temporary housing.
5. No noxious, unlawful, or otherwise offensive activities shall be carried out on this real estate, nor any thing be done thereon which may be or become an annoyance or a nuisance or disturb quiet occupancy to an individual neighbor or to the neighborhood.
6. Said real estate shall be subject to a separately described road maintenance agreement to maintain the common roadways. Said agreement shall involve initiation and annual fee obligations to each owner.
7. It is understood that any owner choosing to introduce domestic livestock or pets to the property shall also provide appropriate fencing and/or enclosures to confine such animals to the premises of their property. No barbwire or electrical fencing will be allowed. This article does not exclude buried invisible fence.

8. Individual lot owners shall be responsible for keeping grassy areas of their property trimmed and in neat appearance regardless of whether the lot has been built upon or not.
9. All lots shall be kept clean and neat, with lawns mowed and all rubbish and debris removed from the lot.
10. All real estate shall be maintained in such a manner as to prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the property.
11. All restrictions, conditions and covenants contained in the Deed shall run with the land and shall operate for the benefit of and may be enforced by Grantor, or the owners of any lot hereby granted, deriving title from or through the Grantors herein.
12. Any modification, deletion, or addition to these Covenants shall occur only by a vote of lot owners as provided for in the Road Maintenance Agreement.
13. Construction, once commenced (issuance of building permit), shall be completed within 18 months as evidenced by issuance of occupancy permit unless an extension is granted by the majority of lot owners. Improvements not completed as above shall be deemed nuisances and shall be removed at owner's expense.
14. Right of Association to Repair Lot.

If any owner fails to maintain their lot as prescribed herein, the Road Committee may determine that maintenance of the Lot is necessary to ensure public safety, to protect interests/welfare/rights of other Lot Owners and/or the Association, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Covenants. In that event, the Committee shall have the right, but not the obligation, to authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance. In that event, the Board may levy a Lot Assessment for all reasonable expenses incurred. Neither the Road Maintenance Committee nor any of its Board, agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. The Committee shall advise any lot owner not in compliance with the Covenants as described hereunder by certified mail as the nature and extent of said violations, the Lot Owner shall then be allowed thirty (30) days to correct violations before further action is taken.

15. The following language shall be recorded on deeds of lots that are contiguous to lakes within Henderson Ridge Subdivision:

A. As the owner of Lot # _____ of Henderson Ridge Subdivision, it is recognized this lot is contiguous to a shared lake along with the owners of Lot(s) _____ and _____.

B. It is understood that each owner has equal opportunity of use of the lake regardless of the amount of frontage they have on the lake. Any permanent structure (gazebos, docks, etc.) should be built only within the confines of their own property.

C. Owners may make use of the lake available to guests, but only in the presence of their own company, supervision, and responsibility.

D. It is further understood that all contiguous lot owners have equal levels of responsibility in regard to any and all liabilities relating to the lake ownership and maintenance. It is the burden upon each to work in a cooperative manner with the other(s) in arriving at any decisions relating to these matters.

E. It is further understood that even though the individual lakes are privately owned and maintained by the contiguous lot owners of each lake, the lakes will be made available to emergency personnel in the event the need becomes necessary for water usage.

Signature _____ Lot # _____ Date _____

(I) (WE) the undersigned _____ owner(s) of lot # _____, a part of Henderson Ridge Subdivision, have been made aware, have read, and understand the foregoing covenants and restrictions and acknowledge we are bound by the rules and restrictions contained therein.

Owner _____ Date _____

Owner _____ Date _____

From: _____, President
Henderson Ridge Subdivision

To: Recorder of Brown County

Re: Replacement of Current Henderson Ridge Road Subdivision Covenants

The Henderson Ridge Road Maintenance Association
Covenants were amended on October 25th, 2014 and
were ratified on November 14th, 2014.

for Norris Moore, President 2014
Norris Moore by Michael R. Morris
per Norris Moore permission

Mike Morris, President 2015

Michael R. Morris

Kay Johanson, Secretary/Treasurer 2014-15

Kay Johanson

Dennis Kubal, President Covenant Committee 2014

Dennis Kubal



Cynthia Williams
notary
expires 4-15-17