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Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented

Cross-Reference: 1994-28236

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF MERRIMAC**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Merrimac was executed as of the date set forth below.

WITNESSETH:

WHEREAS, the Merrimac subdivision located in Hamilton County, Indiana was established by a certain Declaration of Covenants, Conditions and Restrictions which was recorded on June 23, 1994, as **Instrument No. 1994-28236**, in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, the Board of Directors of the Merrimac Homeowners' Association, Inc. (Association) recommended that certain provisions in the Declaration of Covenants pertaining to motor vehicles, animals, signs on the property, and assessments for capital reserves upon transfer of lots; and

WHEREAS, after notice was duly given, a Special Meeting of the members of the Association was held on March 28, 2007, for the stated purpose of considering and voting upon these amendments; and

WHEREAS, at said meeting, the Owners of two hundred forty-six (246) of the two hundred ninety-three (293) Lots in Merrimac, in person or by proxy, voted in favor of amending Section 6.1 the Declaration pursuant to the terms below; and

WHEREAS, at said meeting, the Owners of two hundred forty-six (246) of the two hundred ninety-three (293) Lots in Merrimac, in person or by proxy, voted in favor of amending Section 6.3 the Declaration pursuant to the terms below; and

WHEREAS, at said meeting, the Owners of two hundred forty-four (244) of the two hundred ninety-three (293) Lots in Merrimac, in person or by proxy, voted in favor of amending Section 6.6 the Declaration pursuant to the terms below; and

WHEREAS, at said meeting, the Owners of two thirty-eight (238) of the two hundred ninety-three (293) Lots in Merrimac, in person or by proxy, voted in favor of adding Section 8.15 Capital Reserve Assessment the Declaration pursuant to the terms below; and

WHEREAS, said Owners constitute more than seventy-five percent (75%) of all Owners; and

WHEREAS, the written approvals of the Owners are a part of the permanent records of the Association; and

WHEREAS, all terms used in this Amendment shall have the same meanings as given to such terms in Section 1 of the Declaration of Covenants.

NOW, THEREFORE, the Declaration which is applicable to all Owners and residents within Merrimac is hereby amended as follows:

1. Section 6.1 of the Declaration of Covenants is deleted and replaced by the following:

Section 6.1. Parking. No Vehicle, nor any inoperable or covered Vehicle shall be parked for storage overnight or longer in such a manner as to be visible to occupants of the Real Estate or the users of any public street within the Real Estate with the exception of fully operational, licensed and uncovered automobiles, motorcycles, pick up trucks (1 ton or less), SUV's and non-cargo vans, which may be parked on the driveway upon a Lot, provided there is no encroachment into the pedestrian sidewalk or right of way. All commercial Vehicles must be parked overnight within an enclosed garage.

2. Section 6.3 of the Declaration of Covenants is deleted and replaced by the following:

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 or 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 any portion of the Real Estate. Fencing is governed by Section 4.11 above.

3. Section 6.6 of the Declaration of Covenants is deleted and replaced by the following:

Section 6.6. Signs. No sign of any kind, including any "For Sale" signs, shall be nailed to any tree or attached to any street sign or fence within the Real Estate. No sign of any kind shall be displayed to the public view upon any Lot or otherwise within the Real Estate except (i) one family name sign of not more than 144 square inches in area, (ii) a temporary sign to announce an event such as a birth, milestone, party or garage sale provided that temporary sign is not displayed for a period exceeding 72 hours or (iii) a sign limited in size to 24 inches by 36 inches containing the words "For Sale" or "For Rent" indicating the name of the seller, seller's agent or lessor and phone number.

4. Section 8.15 Capital Reserve Assessment of the Declaration of Covenants is added as following:


Section 8.15. Capital Reserve Assessment. In addition to any Regular Assessment or Special Assessment levied upon any Lot, upon the transfer of ownership of any Lot, a Capital Reserve Assessment in the amount of \$400.00 (four hundred dollars) shall be paid to the Association. The Capital Reserve Assessment shall be paid by the new Owner of said Lot unless otherwise negotiated between the Owner and the new Owner. The Capital Reserve Assessment shall be placed in its entirety into the Association's Reserve Account and shall be designated for contingencies until otherwise designated by the Board.

5. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of any one Lot shall constitute a ratification of this Amendment, together with the Declaration, and all such provisions shall be covenants running with the land and shall bind any person having at any time having any interest or estate in a Lot or the Merrimac subdivision as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

6. **Certification.** The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the Amendment of the Declaration have been fulfilled and satisfied.

Executed this 21st day of May, 2007.

Merrimac Homeowners' Association, Inc., by:


Matthew Lutz, President

Attest:

Robert Zeunik
Robert Zeunik, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton

Before me, a notary public, in and for said County and State, personally appeared Matthew Lutz and Robert Zeunik, the President and Secretary, respectively, of Merrimac Homeowners' Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the Certifications and representations made therein are true. Witness my hand and notarial seal this 21st day of May, 2007.

Stacy L. Marsh
Notary Public - Signature

Stacy L. Marsh
Printed

My Commission Expires:
10 22 2007

Residence County: Hamilton

"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."

Larry S. Pugh, Esq.

This instrument prepared by, and should be returned to: Larry S. Pugh, EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.