

25/00
4

2017053848 AMND DECL \$25.00
10/31/2017 08:52:01A 4 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented
[Barcode]

Cross Reference: The Declaration of Covenants, Conditions, and Restrictions of Tallyn's Ridge recorded with the Office of the Recorder of Hamilton County, Indiana on October 24, 2014 as Instrument Number 2014048119.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF TALLYN'S RIDGE**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of Tallyn's Ridge (the "First Amendment") is effective as of October 26, 2017.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Tallyn's Ridge was recorded with the Office of the Recorder of Hamilton County, Indiana on October 24, 2014 as Instrument Number 2014048119 (the "Declaration");

WHEREAS, as set forth in Section 12(b) of the Declaration, so long as Declarant owns a Lot, Declarant shall have the right from time to time to unilaterally amend, modify or change the Declaration;

WHEREAS, Declarant still owns several Lots;

WHEREAS, the Declarant is desirous of amending the Declaration in order to modify the restrictions set forth therein as they relate to fencing on the Lots; and

WHEREAS, unless otherwise defined in this First Amendment, all words, terms, and phrases used throughout this First Amendment shall have the meaning ascribed to them in the Declaration.

NOW, THEREFORE, in consideration of the foregoing preambles and recitations, it is acknowledged and agreed, as follows:

Part 1. Preambles and Recitations. The foregoing preambles, recitations, and definitions are made a part hereof as though fully set forth herein.

Part 2. Amendment to Section 10 (a) (ix). Section 10 (a) (ix) of the Declaration is hereby deleted in its entirety and replaced and superseded with the following:

Section 10 (a) (ix). This Section 10 (a) (ix) is applicable to all Lots except those Lots which are used for a sales office or model home by the Declarant or any successor builder-developers. No fence, wall, hedge, or shrub planting shall be permitted between the

front property line and the front building setback line except where such planting is part of Residence landscaping approved by the Directors. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". In addition to the aforementioned, the fencing standards shall be:

(A) No fence may be erected on a Lot without prior written approval of the Directors.

(B) All fencing erected on a Lot must be located either (i) on or within six inches of the rear or side property line of such Lot, or (ii) a minimum of thirty-six inches away from any rear or side property line of such Lot. An Owner of a Lot adjoining another Lot on which an existing approved fence has been erected on or within six inches of the common property line, shall have the right to connect a fence to the fence on the adjoining Lot provided that the new fence satisfies all of the criteria expressed herein and is approved by the Directors. Such a connection in no way means the abdication of property or establishment of grounds for adverse possession. If an Owner chooses not to connect to an abutting fence, or cannot connect due to easement encroachment or other restrictions, then the fence must be a minimum of thirty-six inches away from the adjoining property line.

(C) Where no common fence is shared, each Owner shall be responsible for maintaining their portion of the Lot outside of the fence, and each Owner has the right to enter the adjoining Owner's property in order to perform such maintenance. If, however, a common fence is shared, then each Owner shall only be responsible for maintaining the portion of property on its side of the fence. Such maintenance shall not constitute grounds, or give rise to a claim, for adverse possession or an easement by prescription, and all Owners hereby waive any such claims for adverse possession or an easement by prescription.

(D) Fences shall not be placed between the front corner of the Residence and the public right-of-way of the street, except on a Lot containing a homebuilder's model home, and then removed once the model home has been sold to a resident.

(E) No fence shall be allowed within a Tree Preservation Easement. For proposals that include fence locations within Drainage and Utility Easements, the Directors may issue a "conditional approval" which requires the Owner to obtain written permission to encroach from the Grantee of the easement. If permission is not obtained or alternate restrictions are imposed by the Grantee, the Owner needs to adjust the location of the fence to avoid the easement altogether or to accommodate such alternate restrictions imposed by the Grantee (provided that the fence be located a minimum of thirty-six inches away from the property line).

(F) Owners shall be responsible for obtaining any and all required building permits.

(G) Prior to fence construction, the Owner shall be responsible for determining the location of their property lines by having their property corners staked by a Professional Engineer or Land Surveyor or by physically locating previously installed lot corner

monuments. The Association, the Board and the Directors shall not be responsible for mediating property disputes between residents.

(H) Permitted fence *construction* materials are black wrought iron or other similar appearing materials such as extruded aluminum or composite material.

(I) Permitted fence *style* types are wrought iron or wrought iron in appearance.

(J) Prohibited fence *style* types shall include (but not be limited to) chain link, chicken wire, split rail, shadow box and picket.

(K) No fence shall exceed seventy-two inches in height. However, fences constructed on a Lot "adjacent" to a pond (i.e. if side yard Lot lines were to intersect any part of a pond when extended) shall be restricted to a maximum height of forty-eight inches in the rear yard portion of the Lot commencing at the rear corner of the home.

(L) All fences shall be of professional quality construction and kept in good repair.

(M) Proposals for food garden enclosures and privacy screens shall be subjectively reviewed and approved by the Directors, in its discretion, independently from the aforementioned standards according to site-specific conditions.

(N) Invisible fences that are installed to contain the Owner's pets within his or her Lot are permitted and do not require approval of the Directors.

Part 3. Amendment to Exhibit B. The last sentence of paragraph I. G. of Exhibit B of the Declaration is hereby deleted in its entirety and replaced and superseded with the following:

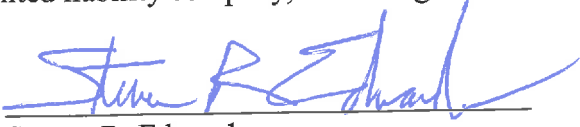
Fences shall be a maximum of seventy-two inches in side and rear yards, except that fences on Lots "adjacent" to a pond (i.e. if side yard Lot lines were to intersect any part of a pond when extended) shall be restricted to a maximum height of forty-eight inches in the rear yard portion of the Lot commencing at the rear corner of the home.

Part 4. Amended Declaration. All provisions of the Declaration, which are not amended by this First Amendment, shall remain unchanged and in full force and effect, and the Declaration, as amended by this First Amendment, shall remain in full force and effect.

(signatures on the following page)

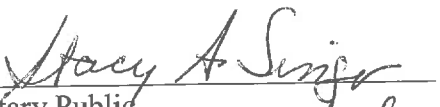
DECLARANT:
TALLYN'S RIDGE DEVELOPER, LLC, an Indiana limited liability company

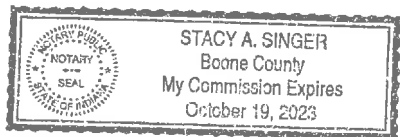
By: Platinum Properties Management Company, LLC, an Indiana limited liability company, its Manager

By: 
Steven R. Edwards,
Vice President – Chief Financial Officer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Steven R. Edwards, the Vice President – Chief Financial Officer of Platinum Properties Management Company, LLC, the Manager of Tallyn's Ridge Developer, LLC, who executed the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions of Tallyn's Ridge for and on behalf of said limited liability company this 26th day of October, 2017.


Notary Public
Printed: Stacy A. Singer



Pursuant to IC 36-2-11-15(b)(2), 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 – Steven R. Edwards.

This Instrument Prepared by: Steven R. Edwards, Platinum Properties Management Company, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana, 46256.