Not Duly Entered for Taxation
Subject to Final Acceptance for Transfer

JUN 28 2017

AUDITOR, MADISON COUNTY

2017R008727
06/28/2017 1:00:20 PM
FEE: 16.00 PGS: 3
LINDA SMITH
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED
JUN 12 2017

Cross Reference - Declaration of Covenants, Conditions and Restrictions for Paramount Springs, recorded in the Office of the Recorder of Madison County, Indiana, as Instrument Number 200425480; First Amendment to the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for Paramount Springs, recorded in the Office of the Recorder of Madison County, Indiana as Instrument No. 2010006211.

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARAMOUNT SPRINGS

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Paramount Springs ("Second Amendment") is entered into as of the date set forth below.

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Paramount Springs was recorded on October 19, 2004 in the Office of the Recorder of Madison County, Indiana as Instrument No. 200425480 ("Declaration");

WHEREAS, a First Amendment to the Declaration of Covenants, Conditions, and Restrictions and Grant and Reservation of Easements for Paramount Springs was recorded on May 20, 2010 in the Office of the Recorder of Madison County, Indiana as Instrument No. 2010006211 ("First Amendment");

WHEREAS, the Declaration provides that at least seventy-five percent (75%) of all owners must approve any amendments to the Declaration;

WHEREAS, the Declaration does not permit outbuildings and sheds within Paramount Springs;

WHEREAS, the Board of Directors of Paramount Springs Homeowners Association, Inc. ("Association") recommended an amendment to the Declaration allowing outbuildings and sheds within Paramount Springs; and

WHEREAS, the requisite number of approvals from the owners in Paramount Springs was obtained and the proper procedures were followed to approve this Second Amendment to the Declaration.

NOW THEREFORE, the Declaration, which is applicable to all owners and residents within Paramount Springs, is hereby amended as follows:

1. Each of the above recitals are hereby made a part of and incorporated into this Second Amendment.

2. Subparagraph viii of section A of paragraph 9 of the Declaration is hereby deleted in its entirety and replaced with the following:

8 1 7 7 7 6 7

"viii. Temporary and Outbuilding Structures. No structures of a temporary character, trailer, basement, tent, or garage, shall be used on any Lot as a residence, or for any other purpose, either temporarily or permanently. Outside storage buildings, accessory buildings, playhouses, sheds and mini-barns (all referred to herein as "sheds") shall be allowed providing applications are submitted to the Architectural Review Board ("ARB") and approved in writing before being constructed and installed on any Lot. Only one (1) shed shall be permitted on a Lot.

The maximum floor area of a shed shall be ten percent (10%) of the total square footage of the rear yard of the Lot or one hundred ninety-two (192) square feet, whichever is less. The maximum height of a shed shall not exceed fourteen point six (14.6) feet, measured from the ground level to the highest point on the shed's roofline.

A shed shall be architecturally and aesthetically compatible with the dwelling and shall be constructed of wood or other new materials approved by the ARB. A shed shall be constructed with the same or equivalent materials as the dwelling. Sheds shall be painted the same color as the dwelling or other existing structures on the lot with roofing to match the dwelling in color and material. No metal, prefabricated, vinyl or resin sheds will be permitted.

Sheds must be located in the rear of the yard and set back at least five (5) feet from the rear property line and side property lines. Sheds may not be located in an easement."

3. Except as provided herein, all other terms and provisions of the Declaration and First Amendment shall remain unchanged and continue in effect, provided, however, should any term or condition contained in this Second Amendment conflict with any term or provision contained in the Declaration or First Amendment, the terms and conditions of this Second Amendment shall control.

Executed this 19 day of June, 2017.

PARAMOUNT SPRINGS
HOMEOWNERS ASSOCIATION, INC.

By: Peggy Graddy
(Signature of President)

Peggy Graddy
(Printed Name of President)

ATTEST:

(Signature of Secretary)

Kevin Joseph
(Printed Name of Secretary)

JUN 12 2017

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me a Notary Public in and for said County and State personally appeared Peggy Gracely (*President*) and Kevin Joseph (*Secretary*), President and Secretary respectively of Paramount Springs Homeowners Association, Inc., who acknowledged execution of the foregoing Second Amendment to the Declaration of Covenants, Restrictions and Conditions of Paramount Springs and who, having been duly sworn, stated the representations contained herein are true.

Witness my hand and Notarial Seal this 22 day of JUNE, 20 17

4-1-23
Commission Expiration Date

ROBERT D. ROACHE II
MY COMMISSION EXPIRES
April 1, 2023
SEAL
HAMILTON COUNTY
NOTARY PUBLIC, STATE OF INDIANA

Notary Public

HAMILTON
County of Residence

RDRoache
Printed Name

I, hereby 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. Robert D. Roache, II

This document prepared by:

Robert D. Roache, II
ROACHE & ASSOCIATES
581 S. Rangeline Rd., Suite A1
Carmel, IN 46032-2149
(317) 688-7082

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