

24.00

9211402

BOOK 119 PAGE 333

**✓ ROBERSON VILLAGE
NEIGHBORHOOD ASSOCIATION, INC.**

CONSTITUTION

AND

✓ BY-LAWS

Approved and Effective:

October 8, 1992

CONSTITUTIONArticle 1 - Name

The name of this Association shall be Roberson Village Neighborhood Association, Inc. This is a private neighborhood for only those lots included Roberson Village Subdivision: Lots 1 through 72, which encompass both Section One and Section Two of Roberson Village. This is the only neighborhood association for Roberson Village; no other neighborhood association may be formed.

Article 2 - Purpose

The purpose of this Association shall be to:

- (a) provide a forum for the public discussion of matters of interest to the community;
- (b) distribute information to the public on matters of interest to the community;
- (c) promote the orderly growth, development and enhancement of the community;
- (d) promote the general welfare of people in the community;
- (e) enforce the Covenants contained in the Restrictions of Roberson Village Subdivision; and
- (f) make and enforce reasonable rules and regulations necessary to fulfill the purposes of this Corporation.

Article 3 - Voting

- Section 1 For all voting purposes, each owner, owners, and/or purchasers in said subdivision (who are in good standing) shall be entitled to one (1) vote per lot. NOTE: Owners and/or purchasers which own more than one lot shall be entitled to only one (1) vote as there is only one set of dues imposed upon these individuals.
- Section 2 Voting on any issue at any meeting shall be by secret ballot if such be the request of any member attending.
- Section 3 Proxy voting for the issues noted below, shall be accepted on a form to be prescribed by the Membership. Proxy votes will not be accepted for any other issues.
- a. Removal of officers, Board of Directors, and Architectural Committee members.
 - b. Amendment of Constitution and By-laws.
 - c. Amendment/establishment of dues and special assessments.

Article 4 - Meetings

- Section 1 Meetings shall be held at least once each quarter at a location which shall be designated at such regular or special meetings.
- Section 2 Special meetings may be called at any time by the President, Board of Directors, or the Membership in a meeting assembled.
- Section 3 Special meetings shall be called by the President upon a written request for the same duly signed.
- Section 4 All meetings shall be called and conducted in accordance with Robert's Rules of Order, Newly Revised, 1990 Edition. This means that in all meetings, members must be recognized by the President before speaking; issues must be introduced for discussion through motions which are made and seconded by a members; and a member may, after adequate discussion on an issue, call the question (i.e. ask the President to take vote of the members on the issue under discussion).
- Section 5 A quorum will comprise the attendance of lot owners, at any given meeting, which equals 25% of the lots which are currently sold at the time of said meeting.
- Section 6 A quorum shall be required to conduct any meeting of the Board of Directors. A quorum will comprise the attendance of at least five (5) of the seven (7) directors/officers.

Article 5 - Officers

- Section 1 The officers of the Association shall be: President, Vice President, Secretary, and Treasurer. The Association shall have no less than four (4) officers at any time. All officers must be members of the Association, and in good standing.
- Section 2 Election Term: The officers shall be elected by majority vote of a Quorum of Membership at the regular business meeting on or about October 1 of each year, for a term of two (2) years and shall be eligible for re-election. They shall assume office at the next regular or special meeting following their election.
- Section 3 Compensation: No officer of the Corporation shall receive compensation for the performance of duties arising from such position. However, officers of the Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in the performance of such duties.

- Section 4** Vacancies: In case of vacancies, a successor shall be appointed by the Board of Directors. The appointment by the Board of Directors shall be subject to review by the Membership at the next regular meeting. Such appointments duly ratified by the Membership shall be only for the unfinished portion of the term of office involved. If the Board of Directors does not exercise their option, then the vacancy shall be filled at the next regular or special meeting by the vote of the Membership at said meeting.
- Section 5** Removal of Officers: If an officer shall be proven dishonest, immoral, or unsuited in any way that is harmful to the Association, the matter shall first be considered by the Board of Directors and their recommendation shall be submitted to the Membership at any regular or special meeting. The decision of the Membership by a quorum vote shall be final.
- Section 6** Duties of the President: The duties of the President shall be to preside at all meetings, to preside over the Board of Directors, to be ex-officio member of every committee, to appoint committee members, unless otherwise directed by the Membership, to arrange for the orderly transfer of the responsibility of all offices to the officers-elect, and to oversee the general activities of the Association.
- Section 7** Duties of the Vice-President: The duties of the Vice-President shall be to exercise those of the President in his absence and to assist in the general activities of the Association.
- Section 8** Duties of the Secretary: The duties of the Secretary shall be to keep records of minutes of all meetings, to handle all correspondence; and to handle notifications to members of meetings.
- Section 9** Duties of Treasurer: The duties of the Treasurer shall be to keep accurate records of monies of the Association, and to account for the same; to keep accurate dues accounts by receipts to Members of the Association; to pay out monies only as directed by the Board of Directors or the membership in a meeting assembled.

The treasurer shall provide to the secretary, for distribution among the membership, an Annual Report which identifies the amount of monies received during each fiscal, as well as how those monies were disbursed.

Execution of Instruments

Checks, etc. - All checks, drafts, and orders for payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by two of the following three officers: the President, the Vice President, and the Treasurer of the Corporation.

Contracts - The Directors may authorize by resolution any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or specifically defined.

Deposits - All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Article 6 - Board of Directors

Section 1 The Board of Directors shall consist of the President, as presiding officer; Secretary, as its Secretary; the Vice President, the Treasurer, and three (3) additional members as elected by the Membership of the Association. All members of the Board of Directors must be members of the Association, and in good standing.

Section 2 The duties of the Board of Directors shall be as follows:

- (a) To act upon important matters arising between regular meetings, not provided for by a previous regular meeting, and which requires immediate action.
- (b) To call special meetings for any purpose deemed by them of sufficient importance.
- (c) In case of vacancies of officers, to act in accordance with the foregoing Section 3 of Article 6.
- (d) In case of removal of officers, to act in accordance with Section 4 of Article 6.

Section 3 The term of office for the Board of Directors shall be for two (2) years. They shall be elected at the same time the officers of the Association are elected and shall be eligible for re-election. Vacancies and removals shall be in accordance with Section 3 and Section 4 of Article 6.

Section 4 Compensation: No director of the Corporation shall receive compensation for the performance of duties arising from such position. However, directors of the Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in the performance of such duties.

Article 7 - Committees

Section 1 An Architectural Committee consisting of five (5) members from Roberson Village (and two members from Roberson Woods for approval of lot numbers 6 - 12 and 55 - 72 in Roberson Village) shall have the responsibility for reviewing all buildings plans and designs, including but not limited to those for the construction of homes, fences, gazebos, mailboxes, decks, screened-in porches, basketball goals, etc. to insure that the structures are in compliance with the Restrictive Covenants of Roberson Village and the Constitution and By-Laws of this Association. The Architectural Committee must review and approve all building plans and designs. The Architectural Committee is not empowered to amend or alter any of the restrictions or requirements stated in the Restrictive Covenants of Roberson Village, or the Constitution and By-Laws of the Association.

The Committee's approval or disapproval shall be in writing. In the event that said written approval is not received from the Committee within twenty (20) days from the date of submission, it shall be deemed that the Committee has approved the presented plan.

All proposed building plans and designs must include, but is not limited to, a complete description of the planned construction, (including blueprints, if appropriate); name, address, and telephone number of the person(s) or business(es) responsible for the construction; location of the planned construction in relation of property lines, utility easements, any existing structures, etc. The lot owner is responsible for supplying the Committee with any additional information which may be necessary to approve the proposed building plans and designs.

Section 2 Temporary or Special Committees may be appointed at any time by direction of the Membership at any meeting and for any period of time, to be discharged when their special purpose has been completed.

Section 3 No committee shall consist of less than three (3) Members.

Section 4 A newsletter will be distributed within Roberson Village. The contents of this newsletter shall include a summary of the minutes of meetings held by the membership, the Board of Directors, and the Architectural Committee.

An editor of the newsletter for Roberson Village Neighborhood Association, Inc. shall be elected consistent with Sections 2 and 3 of Article 6. The editor must be in good standing with the Association.

Section 5 Compensation: Neither Corporation committee members nor the editor of the newsletter shall receive compensation for the performance of duties arising from such positions. However, these individuals of the Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in the performance of such duties.

Article 8 - Amendments

Section 1 Amendments to this Constitution may be proposed at any regular or special meeting and shall be adopted by a majority vote of the Members present. The proposed amendment shall then be submitted to the Membership present at the next regular or special meeting and, if adopted again by a majority vote of Members present, it shall be deemed passed and in effect.

Section 2 Amendments to these By-Laws may be proposed at any regular or special meeting and shall be adopted by majority vote of the Members present. The proposed By-Law shall then be submitted to the Membership present at the next regular or special meeting, and, if adopted again by a majority vote of Members present, it shall be deemed passed and in effect.

Section 3 The Covenants and Restrictions of the Roberson Village Subdivision and statutory requirements for modifications therein shall have priority over the Constitution and By-Laws of this Association.

BY-LAWS

By-Law 1

Assessments: Association dues for the first year of business shall be \$50.00. These dues include regular dues of \$25.00, as well as a special assessment of \$25.00 to assist with the initial costs of establishing the Association. Regular dues shall be an assessment of \$25.00 per year.

These monies must be paid on or before November 1, 1992 and every November 1 thereafter. Purchases of lots after November 1, 1992 must pay assessments within thirty (30) days after signing contract to have house built or within thirty (30) days after the purchase of a lot. If a lot owner does not pay the assessment within (30) days after the levy, they shall be considered not to be in good standing, and will forfeit all voting rights.

If such assessment remains unpaid for a period of thirty (30) days from the date of the levy, it shall become a lien upon said real estate in favor of the Neighborhood Association, and the grantee hereby agrees that court costs, reasonable attorney fees and interest at the rate of six (6) per cent per annum may be added thereto in any judgement for collection on such assessment or foreclosure of said lien.

Those lot owners that own more than one lot in Roberson Village, shall pay only one set of dues.

If a lot owner should sell their property, the dues paid for the year will be forfeited in their entirety.

Those individuals who purchase a lot between November 1 and January 31 of any given year, will be responsible for the full annual amount of the regular dues, including any special assessments. Those individuals who purchase a lot on or after February 1 of any given year, will be responsible for a prorated portion of the annual amount of the dues, including any special assessments.

By-Law 2

Enforcement of Covenants:

- (a) All provisions of these covenants and of the rules and regulations of the Neighborhood Association may be enforced by the Neighborhood Association, or by any member of the Neighborhood Association, in a court of law having jurisdiction of the subject matter; and such right of enforcement shall include the removal,

by due process of law, of any structure, object, or material, constructed or maintained in violation of any of these provisions, or the rules and regulations of the Neighborhood Association.

- (b) The decision for enforcement by the Neighborhood Association of the Rules and Regulations of the Roberson Village Neighborhood Association, Inc., shall be vested in the Board of Directors of said Association. Such decision shall be made by majority vote of the Board of Directors in a meeting assembled, after proper inquiry. The extent of such inquiry shall be determined by the Board under the facts and circumstance of each individual case.

The inquiry shall include notice to any Member or Members who may be adversely affected by any subsequent enforcement action. Such notice shall be made on a form to be prescribed by the Association, and shall be mailed to the last address of said Member or members, or may be personally delivered by any Members of the Association. Any facts relevant to the inquiry may be presented by any person or persons.

- (c) Any such decision by the Board of Directors shall be reviewed by the membership assembled in the next regular or special meeting, before any enforcement action shall be taken in a court of law having proper jurisdiction.

By-Law 3

Lot and Building Restrictions: Each lot in said Subdivision is and shall be sold subject to the agreement of the purchasers that they will abide by the rules, regulations, and assessments of said Neighborhood Association as made or amended from time to time by the Board of Directors of said Neighborhood Association pertaining to all matters of community interest in the operation, maintenance, and management of the property, facilities, and appurtenances thereto in said Subdivisions.

By-Law 4

No lot owner shall permit poultry, waterfowl, or livestock of any kind to be quartered or fed upon said lots except household pets. The Association, as well as the members of said Association, shall comply with all ordinances of the civil Town of Mooresville.

By-Law 5 The owner and/or occupants of any lot shall keep the premises in a neat and orderly condition at all times. Each lot owner is responsible for mowing and maintaining their property. Ground cover is never to exceed 6" in height.

By-Law 6 Use of firearms, hunting, or firearm target practice is hereby strictly prohibited.

By-Law 7 The Neighborhood Association reserves the right to make reasonable rules and regulations for the conduct and behavior of persons within Roberson Village.

Rules and regulations for the conduct and behavior of person within the subdivision shall include, but not be limited to:

- (1) Each member is responsible for keeping their lot free from litter and waste material.

By-Law 8 The fiscal year of the Corporation shall be the calendar year.

Robert E. Dick

Oct 12, 1992

Bob Dick, President
A.k.A. Robert E. Dick

Date

Notarized by: Alicia M. Boyd, in Morgan County, Indiana
Alicia M. Boyd



Indiana on 10/12/92. My commission expires on 7/28/97.

Document prepared by Alicia M. Boyd, Treasurer.

RECEIVED FOR RECORD
Oct 14 1992
at 9:27 A.M.
Carmella Hasken
MORGAN COUNTY RECORDER

25.00
9511526ROBERSON VILLAGE SUBDIVISIONSUPPLEMENTAL COVENANTS AND RESTRICTIONS

WHEREAS, Roberson Village Subdivision, does now have and has had in the past a Property Owner's Association, known as "Roberson Village Neighborhood Association, Inc.", hereinafter referred to as Association, and

WHEREAS, the Association exists pursuant to and subject to its Constitution and By-Laws approved and effective October 8, 1992 and as may hereafter be amended, as recorded at Miscellaneous Record Book 119 page 333-342 in the Office of the Recorder of Morgan County, Indiana, and

WHEREAS, covenants and restrictions have been previously been imposed upon the subdivision as follows: Section One at Deed Record 340 page 430-437; and Section Two at Deed Record 344 page 532-537: all in the Office of the Recorder of Morgan County, Indiana, and

WHEREAS, the undersigned are all owners of tracts within Roberson Village, Morgan County, Indiana and it is their desire to impose supplemental covenants and restrictions upon the real estate, and

That the real estate upon which these covenants and restrictions are commonly known as Roberson Village and more particularly described in Exhibit 'A', attached hereto and made a part hereof.

That these supplemental covenants and restrictions as herein contained shall run with the land, as heretofore described, such that all tract owners, now or by subsequent conveyance, assignment or other transfer shall be subject to the covenants and restrictions, as herein contained.

1.0 Membership Covenant - each lot owner, in consideration of the agreements and covenants by other Lot Owners, covenants and agrees to maintain membership in the Association, in good standing as long as ownership continues in Roberson Village Subdivision and agrees to abide by the Constitution and By-Laws of the Association.

2.0 Payment of Assessments - each lot owner further agrees to pay the Association the annual charge as specified in Article 1 of the By-Laws, as currently exists and as may hereafter be amended, payable November 1 of each year so long of ownership of a lot or lots continue.

3.0 Use of Assessments - such assessment shall be used for the general welfare of the subdivision to include, but not limited to, maintenance, upkeep and operation of facilities and/or areas within the subdivision. The above charge shall be due whether or not there is use of area or facilities provided.

4.0 Enforcement - non-payment of the annual charge for thirty (30) days or more, either regular or special assessment, shall become a lien upon the delinquent lot, as well as the personal obligation of the lot owner. Enforcement of the lien and/or collection of the annual charge from any delinquent member may be suit for the assessment together with interest at the statutory rate, as well as reasonable attorney fees and/or other cost of collection. Said lien shall be subordinate to any purchase money mortgage upon any lot.

5.0 Amendment or Modification - these supplemental covenants and restrictions may be amended and/or modified by majority vote of the members of the Association at any regular or special meeting of the Association, after due notice thereof to all lot owners.

Page 1 of 7 pages.

Alicia M. Boyd
Printed: Alicia M. Boyd & Wm B. Boyd
Lot Number: 66

Mary A. Burnett
Printed: MARY A. BURNETT
Lot Number: 63

Barbara L. Roberts & Richard
Printed: Barbara L. Roberts
Lot Number: 53

Rodney & Lori Smith
Printed: Rodney & Lori Smith
Lot Number: 42

Ivan R. + Nadaya Marcov
Printed: Ivan R. Marcov
Lot Number: 49

Mike & Lana Parrinello
Printed: MIKE + LANA PARRINELLO
Lot Number: 23

Mark S. Crankov
Printed: Mark S. Crankov
Lot Number: 6

Diane + Bob Hamm
Printed: DIANE + BOB HAMM
Lot Number: 32

Eugene & Judi Smith
Printed: EUGENE E Smith
Lot Number: 17

Jeffrey L. & Judith Quyle
Printed: Jeffrey L. & Judith Quyle
Lot Number: 61

Bob + Margaret Dick
Printed: Bob MARGARET DICK
Lot Number: 58

Jeff & Cindy Cooper
Printed: Jeff & Cindy Cooper
Lot Number: 21

Dennis W. Lashbrook & Patricia
Printed: DENNIS W LASHBROOK
Lot Number: 7

Eric + Andrea Shields
Printed: ERIC SHIELDS ANDREA
Lot Number: 64

Greg & Linda Bowen
Printed: GREG & LINDA BOWEN
Lot Number: 67

Alan + Linda Marshall
Printed: ALAN + LINDA MARSHALL
Lot Number: 69

I, Alicia M. Boyd, being one of the Lot owners in Roberson Village Subdivision do hereby affirm that the signatures immediately preceding this affidavit are those of the lot owners in Roberson Village and were signed or acknowledged in my presence and that they represent all of the lot owners who own lots as described below the signature.

Date: 9/26/95

Alicia M. Boyd
Printed: Alicia M. Boyd

Before me, a Notary Public personally appeared Alicia M. Boyd, who acknowledged the forgoing affidavit.

Kay Watson
Notary Public - Residing in Morgan County, Indiana
Kay Watson

My Commission expires:

This instrument prepared by Phillip R. Smith, Attorney at Law.



Page 2 of 7 pages.

Gregg W. Hohlt
Printed: GREGG W. HOHLT
Lot Number: 56

Dianne Wamsley
Printed: Dianne Wamsley
Lot Number: 41

Gloria J. Mack
Printed: GLORIA J. MACK
Lot Number: 39

Larry Truong
Printed: LARRY TRUONG
Lot Number: 38

Sandy Kloss
Printed: Sandy KLOSS
Lot Number: 37

Jennifer Pitts
Printed: Jennifer Pitts
Lot Number: 35

Worthy Gee
Printed: Worthy Gee
Lot Number: 34

Randy Hartley + Susan Hartley
Printed: RANDOLPH L. + SUSAN L. HARTLEY
Lot Number: 36

Michael E. Coleman
Printed: MICHAEL E. COLEMAN
Lot Number: 60

Barbara Bilby
Printed: Barb Bilby
Lot Number: 43

Patsy Bishop
Printed: PATSY BISHOP
Lot Number: 57

Ronald L. Gibson
Printed: RONALD L. GIBSON
Lot Number: 54

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

I, Robert Dick, being one of the Lot owners in Roberson Village Subdivision do hereby affirm that the signatures immediately preceding this affidavit are those of the lot owners in Roberson Village and were signed or acknowledged in my presence and that they represent all of the lot owners who own lots as described below the signature.

Date: Aug 12, 1995

Robert Dick
Printed: Robert Dick

Before me, a Notary Public personally appeared Robert, who acknowledged the forgoing affidavit.

My Commission expires: 7/28/96



Alicia M. Boyd
Notary Public - Residing in Morgan County, Indiana
This instrument prepared by Phillip R. Smith, Attorney at Law.

Page 3 of 7 pages.

RUTH F. GREZNIK
Printed: Ruth F. Greznik
Lot Number: 5

R.V. Boshears
Printed: R.V. Boshears
Lot Number: 46

Cheryl L. Piggie
Printed: Cheryl L. Piggie
Lot Number: 19

Daniel E Vermillion
Printed: Daniel E Vermillion
Lot Number: #47

Miss O. Holman
Printed: Miss O. Holman
Lot Number: 9

William A. Kirk
Printed: WILLIAM A. KIRK
Lot Number: 10

Dup.

Steve A. Maners
Printed: Steve A. Maners
Lot Number: 4

KAREN E. BLACK
Printed: KAREN E. BLACK
Lot Number: 14

Brad Mizer
Printed: Brad Mizer
Lot Number: 8

447 Tavistock Dr.
Printed: CHARLES W. BOYD
Lot Number: 55

Rebecca Piper
Printed: Rebecca Piper
Lot Number: 18

Charlton Boyd
Printed: Charlton Boyd
Lot Number: 55

Kathleen P. Coon
Printed: KATHLEEN P COON
Lot Number: 13

Jan R. Wisel
Printed: JAN WISSEL
Lot Number: 25

DOUG SHERIDAN
Printed: Doug Sheridan
Lot Number: 33

Constance L. Minton
Printed: Constance L. Minton
Lot Number: 50

I, Dennis W. Lashbrook, being one of the Lot owners in Roberson Village Subdivision do hereby affirm that the signatures immediately preceding this affidavit are those of the lot owners in Roberson Village and were signed or acknowledged in my presence and that they represent all of the lot owners who own lots as described below the signature.

Date: August 18, 1995

Dennis W. Lashbrook
Printed: Dennis W. Lashbrook



Before me, a Notary Public personally appeared Dennis W. Lashbrook, who acknowledged the forgoing affidavit.

Phillip R. Smith
Notary Public - Residing in Morgan County, Indiana

My Commission expires: 7/28/96

This instrument prepared by Phillip R. Smith, Attorney at Law.

Page 4 of 7 pages.

Julie + Jim Gardner

Printed: 456 Village Blvd
Lot Number: 30

Printed: _____
Lot Number: _____

Steve & Roberta Enzinger

Printed: 476 Glassberry Lane
Lot Number: 51

Printed: _____
Lot Number: _____

Printed: MARIE Slinker (wells)
Lot Number: 52

Printed: _____
Lot Number: _____

Michael Mooney

Printed: Michael Mooney
Lot Number: 15

Printed: _____
Lot Number: _____

Vicki L. Jenkins

Printed: VICKI L. JENKINS
Lot Number: 20

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

I, Theresa E. Smith, being one of the Lot owners in Roberson Village Subdivision do hereby affirm that the signatures immediately preceding this affidavit are those of the lot owners in Roberson Village and were signed or acknowledged in my presence and that they represent all of the lot owners who own lots as described below the signature.

Date: 8/29/95

Theresa E. Smith
Printed: Theresa E. Smith



Before me, a Notary Public personally appeared Theresa E. Smith, who acknowledged the forgoing affidavit.

Alicia M. Boyd
Notary Public - Residing in Morgan County, Indiana

My Commission expires: 7/28/96

This instrument prepared by Phillip R. Smith, Attorney at Law.

Page 5 of 7 pages

Mr. & Mrs. David A. Moore

Printed: DAVID & Toni Moore
Lot Number: 16

Printed: _____
Lot Number: _____

Mr. & Mrs. Steven W. Rozzell

Printed: Steven & Peggy Rozzell
Lot Number: 28

Printed: _____
Lot Number: _____

Mr. & Mrs. Preston T. Hacker

Printed: Preston T. & Kimberly R. Hacker
Lot Number: 29

Printed: _____
Lot Number: _____

Mr. & Mrs. James Gardner

Printed: James Gardner
Lot Number: 30

Printed: _____
Lot Number: _____

Mr. & Mrs. Steven Melson

Printed: Steven Melson
Lot Number: 29 27

Printed: _____
Lot Number: _____

Dup

MR. & MRS. AL BLANKENSHIP

Printed: AL BLANKENSHIP
Lot Number: 23

Printed: _____
Lot Number: _____

Mr & Mrs. Art Harkema

Printed: Lorie Harkema
Lot Number: 31

Printed: _____
Lot Number: _____

JEFF HUNTER 501 Village

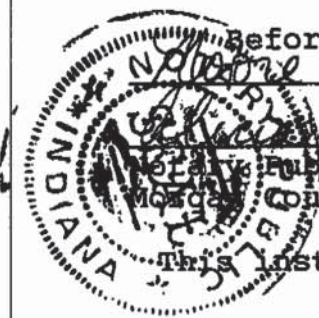
Printed: Jeff Hunter
Lot Number: 45

Printed: _____
Lot Number: _____

I, Toni L. Moore, being one of the Lot owners in Roberson Village Subdivision do hereby affirm that the signatures immediately preceding this affidavit are those of the lot owners in Roberson Village and were signed or acknowledged in my presence and that they represent all of the lot owners who own lots as described below the signature.

Date: 8/17/95

Toni L. Moore
Printed: Toni L. Moore



Before me, a Notary Public, personally appeared Toni L. Moore, who acknowledged the forgoing affidavit.

Alicia M. Boyd
Notary Public - Residing in
Madison County, Indiana
Alicia M. Boyd

My Commission expires:
7/28/96

This instrument prepared by Phillip R. Smith, Attorney at Law.

Page 6 of 7 pages.

Albert Burton
Printed: Albert Burton
Lot Number: 68

Todd A. Croy
Printed: Todd A. Croy
Lot Number: 13

Bonnie Pope
Printed: Bonnie Pope
Lot Number: 11

Don Pope
Printed: Don Pope
Lot Number: 11

Pamela Taber
Printed: Pamela Taber
Lot Number: 11

Beth Walton
Printed: Beth Walton
Lot Number: 12

Dawn D. Norris
Printed: DAWN NORRIS
Lot Number: 12

Susan Goss
Printed: SUSAN GOSS
Lot Number: 59

Alicia M. Boyd

I, Alicia M. Boyd, being one of the Lot owners in Roberson Village subdivision do hereby affirm that the signatures immediately preceding this affidavit are those of the lot owners in Roberson Village and were signed or acknowledged in my presence and that they represent all of the lot owners who own lots as described below the signature.

Date: 9/26/95

Cynthia L. & Ronald P. Meyer
Printed: CYNTHIA L. & RONALD P. MEYER
Lot Number: 62

Michelle Lowe (VanHout)
Printed: Michelle Lowe (VanHout)
Lot Number: 44

Desiree Jaynes
Printed: DESIREE JAYNES
Lot Number: 48

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

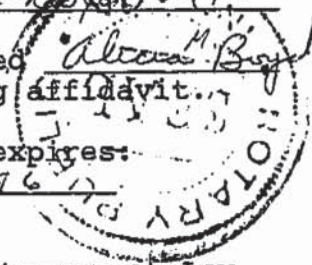
Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Before me, a Notary Public personally appeared _____, who acknowledged the forgoing affidavit.

Kay Watson
Notary Public - Residing in
Morgan County, Indiana
Kay Watson

My Commission expires: 3-20-96



This instrument prepared by Phillip R. Smith, Attorney at Law.

same lot

Page 7 of 7 pages.

Al & Shirley Blankenship
Printed: AL & SHIRLEY BLANKENSHIP
Lot Number: 22

Printed: _____
Lot Number: _____

Duplicate Jeff Carpenter

Printed: JEFF CARPENTER
Lot Number: 21

Printed: _____
Lot Number: _____

Robin Seal
Printed: ROBIN SEAL
Lot Number: 2

Printed: _____
Lot Number: _____

Kathy Jones
Printed: KATHY JONES
Lot Number: 3

Printed: _____
Lot Number: _____

Steve A. Maners
Printed: STEVE A. MANERS
Lot Number: 4

Printed: _____
Lot Number: _____

EJ Schurtz
Printed: EJ SCHURTZ
Lot Number: 1

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

Printed: _____
Lot Number: _____

RECEIVED FOR RECORD
Sept. 27 1995
10:40 A.M.
at
Wickie Kivett
MORGAN COUNTY RECORDER

I, Jeff Carpenter, being one of the Lot owners in Roberson Village Subdivision do hereby affirm that the signatures immediately preceding this affidavit are those of the lot owners in Roberson Village and were signed or acknowledged in my presence and that they represent all of the lot owners who own lots as described below the signature.

Date: 9/26/95

Jeff Carpenter
Printed: Jeff Carpenter



Before me, a Notary Public personally appeared Jeff Carpenter, who acknowledged the forgoing affidavit.

Alicia M. Boyd
Notary Public - Residing in
Morgan County, Indiana
Alicia M. Boyd

My Commission expires:
7/28/96

This instrument prepared by Phillip R. Smith, Attorney at Law.

Amendment to
ROBERSON VILLAGE NEIGHBORHOOD ASSOCIATION, INC.
CONSTITUTION AND BY-LAWS

Approved and Effective:

June 12, 1997

The Roberson Village Neighborhood Association, Inc. met formally on June 12, 1997. A quorum was present at this meeting and it was unanimously approved to amend the Constitution and By-Laws as noted below. (Recorded at Book 119, Page 333 and supplement recorded at Book 135, Page 343.)

Article 3, Section 3 was amended to allow paper ballot voting via mail, or drop box, in addition to proxy voting.


Article 3, Section 3 was amended to add "d. Election of Officers, Board of Directors, and Architectural Committee members."

Article 3, Section 3 was amended to add "e. Approval to authorize expenditures by the Association membership."

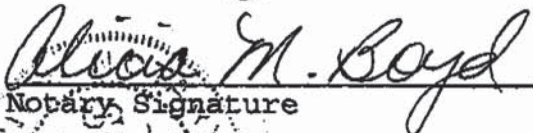
Article 7, Section 4 was removed.

Article 4, Section 5 was changed to indicate that a quorum is met when 25% of the members are present.

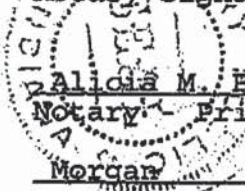
Article 8, Sections 1 and 2 were amended to require a vote on any issue in one meeting only. Once an issue is passed by a majority vote, the proposed changes become effective immediately and do not require a vote at a second meeting.


Robert H. Jones, President

6/13/97
Date


Notary Signature

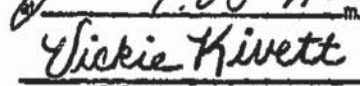
6/13/97
Date



Alicia M. Boyd
Notary Printed Name
Morgan County, Indiana

My commission expires on 8/5/00.

Prepared by Alicia M. Boyd.

RECEIVED FOR RECORD
June 26 10 97
9:00 A.M.

MORGAN COUNTY RECORDER

9201447

AMENDMENT TO THE COVENANTS AND RESTRICTIONS FOR SECTION ONE ROBERSON VILLAGE SUBDIVISION

24. LANDSCAPE EASEMENTS: There shall be strips of ground marked "Landscape Easement" for the installation of mounds of earth designed to buffer Roberson Village from Bridge Street to the south, from Mooresville Town Center to the west and from Roberson Woods to the east. It shall be the responsibility of those homeowners whose properties border these mounds to maintain them; failure to do so will result in the filing of a lien on the property by the Homeowners' Association. It shall be unlawful to build upon, to deface or to remove any of said mounds.

In witness whereof, the undersigned have set their hands and signatures this 22nd day of July, 1991.

Caperton Development Group, Incorporated

Roger D. Caperton, President

Donald Stafford, Secretary

Deed Record 340 P. 429

STATE OF INDIANA, MORGAN COUNTY SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of July, 1991, personally appeared Caperton Development Group, Incorporated by Roger D. Caperton, its President, and Donald Stafford, its Secretary; and acknowledged the execution of the foregoing AMENDMENT to the COVENANTS AND RESTRICTIONS for Section One, Roberson Village Subdivision.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY SEAL.

Anna D. Anderson Signature Residing in Morgan County ANNA D. ANDERSON

July 22, 1991 Date

May 31, 1994 Date by commission expires



This instrument was prepared By Donald Stafford

RECEIVED FOR RECORD '92 FEB 7 PM 1 48 Carmella Gordon MORGAN COUNTY RECORDER