

**2019047248**  
**RECORDED: 09/18/2019 02:38:51 PM**  
**ANITA MATHER**  
**ALLEN COUNTY RECORDER**  
**FORT WAYNE, IN**

**FIRST AMENDMENT TO  
THE DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS  
AND APPROVALS APPENDED TO AND MADE A PART OF THE DEDICATION AND PLAT OF THE  
VILLAS OF GREY OAKS, SECTION I, A SUBDIVISION IN ABOITE TOWNSHIP,  
ALLEN COUNTY, INDIANA**

The undersigned, Roy Summers, the presiding President of The Villas of Grey Oaks, an Indiana non-profit corporation, with the consent of owners of more than seventy-five percent (75%) of the twenty-six (26) lots located in The Villas of Grey Oaks, Section I, a subdivision in Aboite Township, Allen County, Indiana, hereby amends the Declaration of Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to and make a part of the Dedication and Plat of The Villas of Grey Oaks, Section I, a subdivision in Aboite Township, Allen County, Indiana, as recorded in Plat Cabinet F page 130, dated June 16, 2006, and recorded as Document Number 206036677, by amending the Restrictions as follows:

FIRST: Section 4.3 of Article 4, (NEW), is hereby added and shall read:

Article 4 Subsection 4.3. Assessment for Mandatory Solid Waste Disposal. The Association may levy, in any assessment year, a special assessment applicable to and charged against any Unit and its Owner for the purpose of defraying, in whole or in part, the costs and expenses incurred by the Association in providing the Mandatory Solid Waste Disposal services as authorized in Subsection 14.23.

SECOND: Section 6 of Article 4, is hereby amended in its entirety to read:

Article 4 Section 6, Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Subsection 8.2 and shall be collected on an annual basis unless otherwise determined by the Board of Directors. The annual assessment as set forth in Subsection 4.3 shall include an assessment to cover both Common Area Maintenance and for Grounds Keeping Services as defined in Subsection 8.2.

THIRD: Section 1.1 of Article 5, is hereby amended in its entirety to read:

Article 5 Section 1.1. The annual assessments against the Owners of all of the Units shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than 30 days in advance of the date thereof. Annual assessments shall be payable annually unless the Board of Directors shall otherwise direct. Annual assessments shall include an amount for "Reserves for Replacement" so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacements of improvements to the Common Areas.

FOURTH: Section 2 of Article 8, is hereby amended in its entirety to read:

Article 8 Section 2. Grounds Keeping Services. Grounds Keeping Services, as hereinafter defined, shall be provided by the Association for all Units. For purposes hereof, Grounds Keeping Services shall consist of the following: Mowing of grass around the home of each Unit; trimming of grass around sidewalks, driveways and major landscaping areas; periodic fertilization (including weed and insect preventative); pond cleaning and maintenance; scheduling and provision of water to the sprinkler system, winterization of the sprinkler system; and snow removal from roads, driveways, and sidewalks in the community. The foregoing services shall be provided in accordance with schedules established by the Association Board of Directors. Grounds Keeping Services do not include maintenance of private landscaping, flower beds, trees, or mulching. If a Unit actually sits on two Lots, the Owner shall be charged one annual assessment and an additional assessment for additional Grounds Keeping Services required to maintain both Lots. In the event there is a fenced-in area upon a Unit, adequate access to this area shall be provided to enable the Association to perform this maintenance, but if none is so provided or if the access is locked or otherwise made inaccessible, the Association shall not be responsible for providing any maintenance within this area, and the Owner thereof shall have such responsibility and shall not be entitled to claim any abatement of any portion of the annual assessment by the Association due to such situation. If the installation of fencing or additional landscaping by an Owner increases the cost to the Association of performing the lawn maintenance as part of the Grounds Keeping Services required hereunder, such Owner shall be subject to the payment of such increases as a special assessment, pursuant to Subsection 4.4.2 hereof. Maintenance, repair or replacement of any portion or part of a Unit's sprinkler system shall be the responsibility of that Unit's Owner. If a Unit Owner fails or refuses to make required repairs or replacements of his sprinkler system after reasonable notice from the Association to do so, the Association may enter upon said Unit and perform such required work to the sprinkler system; and the cost thereof, plus reasonable overhead costs of the Association, shall be a special assessment upon such Unit.

FIFTH: Section 3 of Article 8, and Section 5 of Article 10 shall be *deleted* in their entirety;

Article 8 Section 3. Right of Entry by Association. Whenever it is necessary to enter a Unit for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Unit, the Owner thereof shall permit an authorized agent of the Association to enter such dwelling, or go upon the Unit, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or tornado, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Article 10 Section 5, Right of Entry. Any agent or member of the Architectural Control Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Control Committee under construction or on or in which the agent or members have reason to believe that a violation of the covenants, restrictions, reservations, servitude or easements is occurring or has occurred.

SIXTH: Section 2 of Article 10 is hereby amended in its entirety to read:

Article 10 Section 2, Members. The Architectural Control Committee shall consist of five (5) members appointed by the Board of Directors. The members of the Architectural Control Committee shall serve at the pleasure of the Board of Directors.

SEVENTH: Section 20 of Article 12 is hereby added and shall read:

Article 12 Section 20. For the purpose of promoting or providing security, each Owner of a Unit shall provide, maintain and operate at least one light for illumination of the front yard space of the Unit. The light shall automatically go on at dusk and remain on until dawn.

NOTE: Section I: Lot 8 is exempt from this provision so long as the street light in front of the property remains in place.

Attached hereto and incorporated herein by reference as Exhibit "A" are copies of Consents to this Amendment executed by more than seventy-five percent (75%) of the Owners of all lots in The Villas of Grey Oaks, Section I.

IN WITNESS WHEREOF, the undersigned does hereby execute this Amendment to said Dedication, Protective Restrictions, Covenants, limitations, Easements, and Approvals Appended to and Made a Part of the Plat of The Villas of Grey Oaks, Section I as their voluntary act and deed on the date written below.

As to Lots Numbered 01 - 26, inclusive:

The Villas of Grey Oaks,  
An Indiana Nonprofit Corporation,

By: Roy Summers 9/9/19  
Roy Summers, Its President

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF ALLEN        )

Before me, the undersigned, a Notary Public in and for said County and State, this 9<sup>th</sup> day of September, 2019, personally appeared Roy Summers, President of The Villas of Grey Oaks, an Indiana Nonprofit Corporation, who acknowledged, as such officer, being authorized to do so, executed the foregoing instrument for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



**MARY JANE FRANSEN, Notary Public**  
Allen County, State of Indiana  
Commission No. 667988  
My Commission Expires: May 17, 2023

Mary Jane Fransen  
Mary Jane Fransen, Notary Public  
A resident of Allen County, Indiana  
My Commission Expires: 5/17/23

This instrument prepared by Ryan M. Gardner, Attorney at Law, Beers Mallers Backs & Salin, LLP, 110 West Berry Street, Suite 1100, Fort Wayne, Indiana 46802  
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