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Recorded as Presented Allen County Indiana Recorder Nicole Keesling

FIRST AMENDMENT TO THE DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AND AS PART OF THE DEDICATION AND PLAT OF PALMIRA LAKES VILLAS, SECTIONS I AND II, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned duly elected and authorized President of the Palmira Lakes Villas Community Association, Inc., an Indiana non-profit corporation ("the Association"), with the written consent of at least Seventy-Five percent (75%) of the Owners of Lots within the Association, pursuant to Section 14.17.1., now amend and modify the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals ("Restrictive Covenants") Appended to and as part of the Dedication and Plat of the following Sections of Palmira Lakes Villas:

Section I, including lots 1-29, recorded December 6, 2018 in Plat Cabinet H, page 27, as Document Number 2018061569 in the Allen County Recorder's Office; and

Section II, including lots 30-49, recorded January 15, 2021 in Plat Cabinet H, page 117, as Document Number 2021003507 in the Allen County Recorder's Office.

A subdivision of Aboite Township, Allen County, Indiana, in the following particulars:

BY DELETING SECTION 2.2 OF THE RESTRICTIVE COVENANTS IN ITS ENTIRETY AND REPLACING WITH A NEW SECTION 2.2 TO READ AS FOLLOWS:

2.2 <u>Delegation of Use</u>. Any Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area, and recreational facilities in it, to members of the Owner's family and contract purchasers who reside on the Owner's Lot.

BY DELETING SECTION 12.7.2 OF THE RESTRICTIVE COVENANTS IN ITS ENTIRETY AND REPLACING WITH A NEW SECTION 12.7.2 TO READ AS FOLLOWS:

12.7.2 This section intentionally deleted.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

May 02 2025 KP

NICHOLAS D. JORDAN ALLEN COUNTY AUDITOR

BY DELETING SECTION 12.17.1 OF THE RESTRICTIVE COVENANTS IN ITS ENTIRETY AND REPLACING WITH A NEW SECTION 12.17.1 TO READ AS FOLLOWS:

12.17.1 Occupancy of Units/No Rental. Each Unit shall be occupied by Owners and their family members, used as a single-family residence, and for no other purpose. Further, for the purpose of maintaining the congenial and residential character of the Association and for the protection of the Owners with regard to financially responsible residents, lease of a Unit by the Owner(s), shall be prohibited. Each Unit shall be occupied as a single-family residence by an Owner and/or their immediate family (i.e. parents, children, sister, brother, domestic partner, ward, legal guardians and/or grandchildren) and/or a settlor of any Unit held in trust and/or their immediate family. Lease shall include any agreement, oral or written, with or without an option to buy, whereby a tenant is placed in possession, use or control of a Unit or any part of a Unit, for any period of time, regardless of whether rent or other forms of consideration are paid by the tenant to the Owner. For purpose of avoiding any doubt, this provision is intended to prohibit both residential leases and short-term rentals, such as VRBO, Airbnb, bed and breakfast, timeshare and the like. Notwithstanding the foregoing, any Unit located upon a Lot under lease at the time of the recording of this Amendment shall be permitted to continue until the sale, assignment or transfer of the Lot. The third-party transferee shall then be prohibited from leasing any portion of the Lot. Additionally, no Lot shall be sold on contract as a "Disguised Lease Land Contract" which shall mean a land contract where the Owner has not received at least twenty-five percent (25%) of the contract price at the time the contract is entered into with the buyer or is not recorded within one hundred eighty (180) days after the date that the land contract was entered into. Without limiting or waiving the foregoing provisions, each Owner of a Lot shall be entitled to apply to the Board of Directors for one (1) hardship waiver to allow for the rental of their Lot due to divorce, illness or job relocation, for a period of time not to exceed one (1) vear.

BY DELETING SECTION 12.17.2 OF THE RESTRICTIVE COVENANTS IN ITS ENTIRETY AND REPLACING WITH A NEW SECTION 12.17.2 TO READ AS FOLLOWS:

12.17.2 <u>Subdivision</u>. No Unit may be subdivided into more than one Unit. Only entire Units may be sold or otherwise transferred.

Any provisions in the Restrictive Covenants of Palmira Lakes Villas that is inconsistent with the foregoing amendments are deemed to be modified to confirm herewith.

Attached hereto and incorporated herein by reference as "Exhibit A" are copies of the Consents to this Amendment, executed by more than Seventy-five percent (75%) of the Owners of all Lots within the Palmira Lakes Villas Community Association, pursuant to Section 14.17.1 of the Restrictive Covenants.

IN WITNESS WHEREOF, the undersigned Officer of Palmira Lakes Villas Community Association, does hereby execute this First Amendment To The Dedication, Protective Restrictions, Covenants, Limitations, Easements And Approvals Appended To And As Part Of The Dedication And Plat Of Palmira Lakes Villas, Sections I and II, a Subdivision in Aboite Township, Allen County, Indiana.

And As Part Of The Dedication And Plat Subdivision in Aboite Township, Allen C	Of Palmira Lakes Villas, Sections I and II, a county, Indiana.
	LMIRA LAKES VILLAS COMMUNITY SOCIATION, INC.
By:	President, Todd Tsiguloff
	:_3/18/25
STATE OF INDIANA)	CHRISTOPHER LEE MARTINEZ NOTARY PUBLIC SEAL
)SS: COUNTY OF ALLEN)	ALLEN COUNTY, STATE OF INDIANA MY COMMISSION EXPIRES JULY 16, 2028
said County and State this 18 th day of M the President of Palmira Lakes Villas Co	
My Commission Expires:	, 2023.
July 14 2028	Christop- Lee Making, Notary Public Resident of Allen County, Indiana
This instrument was prepared by Micha	al D. Havele Attorney at Law Attorney I.D. No.

This instrument was prepared by: Michael D. Hawk, Attorney at Law, Attorney I.D. No. 22386-02.

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.

/s/ Michael D. Hawk

Return to: mdhawk@hawkhaynie.com Hawk Haynie Kammeyer, & Smith LLP, 116 East Berry Street, Lincoln Tower, Suite 302, Fort Wayne, IN 46802.

EXHIBIT "A"

The undersigned titleholder and fee simple Lot owner in the Palmira Lakes Villas Community Association, Inc. does hereby provide written consent to this First Amendment to the Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Section I (Lots 1-29) and Section II (Lots 30-49), as his/her/their free and voluntary act and deed on the date written below.

Dated: 01/26/25

Signature

Printed Name

Signature

Printed Name

Owner(s) Lot No. OO/

The undersigned titleholder and fee simple Lot owner in the Palmira Lakes

Villas Community Association, Inc. does hereby provide written consent to this First Amendment to the Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Section I (Lots 1-29) and Section II (Lots 30-49), as his/her/their free and voluntary act and deed on the date written below.

Dated:

Signature

Signature

Printed Name

Owner(s) Lot No. 2

Dated: 1-26-25	
	Signature
	Printed Name
	Fran Frile
	Signature 0
	Francis M-Zirolle
	Printed Name
	4
	Owner(s) Lot No.

Dated: 1/23/25	Signature J. Eisenacher Nancy L. Eisenacher Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 5

Dated: 1/25/2025	Denise a. Wewer
·	Signature
	Denise A Weaver
	Printed Name
	Lynn A. Weaver
	Signature
	Lynn A. Weaver
	Printed Name
	Owner(s) Lot No.

Dated: Feb 1, 2025	Scott A. Book
	Signature
	Scott A. Book
	Printed Name
	Donne pr Book
	Signature
	Donna M Book
	Printed Name
	Owner(s) Lot No.

Dated:	2/5/25	William T Cook
		Signature
		WILLIAM T. Cook
		Printed Name
		Signature
		Printed Name
		115
		Owner(s) Lot No.

Dated: 1/23/1025	Lauf W. Phillips
10000	Signature
	LARRY WAYNE Phillips
	Printed Name
·	
	Course Jo Phillips
	Signature
	Corine Jo Phillips
	Printed Name
	Owner(s) Lot No/2

Dated: 3/4/25	Ma De
	Signature
	Michael Soursen
	Printed Name
	Qu M
	Signature
	Énica Suens-L
	Printed Name
	Owner(s) Lot No

The undersigned titleholder and fee simple Lot owner in the Palmira Lakes Villas Community Association, Inc. does hereby provide written consent to this First Amendment to the Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Section I (Lots 1-29) and Section II (Lots 30-49), as his/her/their free and voluntary act and deed on the date written below.

Dated:	ThuMT	27	7_	2	5	

Signature

LARRY W STONER

Printed Name

Signature

Printed Name

Owner(s) Lot No.

Dated: 127111914 21, 2023	Carol D Soppenfield Signature
	Printed Name
	Signature
	Printed Name
	Owner(s) Lot No.

Dated: $1/30/2025$	Michael Silver
, ,	Signature
	MICHAEL SILVERS
	Printed Name
	Phyllis Selvers
	Signature
	Phyllis Silvers
•	Printed Name
	Owner(s) Lot No

Dated: 1-72-2025	1215m
	Signature
	Patrick Sorenson
	Printed Name
	June Som
	Signature
	Susan Sarenson
	Printed Name
	Owner(s) Lot No 10 174400
	Owner(s) Lot No 10 Indian

Dated: JAN . 27, 2025	Jennese Smith
)	Signature
	ANNELL SMITH
	Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 19

The undersigned titleholder and fee simple Lot owner in the Palmira Lakes Villas Community Association, Inc. does hereby provide written consent to this First Amendment to the Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Section I (Lots 1-29) and Section II (Lots 30-49), as his/her/their free and voluntary act and deed on the date written below.

Dated: 2-5-25	Signature I Same
	Doughas L Devis Printed Name
	Signature Danis Oyce Davis Printed Name

Owner(s) Lot No. 2/

Dated: 2/27/25	melissa Chase
	Signature
	Melissa Chase
	Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 22

_	27 January 2025	Signature
		Bruce D. Williams
		Printed Name
		Janet K. Williams
		Signature Janet K. Williams
		Printed Name

Dated: 2/11/25	Relly Briddle
Dated: ベールの	Signature Signature
	Helly Biddle
	Printed Name
	-
	Signature
	Printed Name
	0.1
	Owner(s) Lot No. 24

Dated: 1-24-2025	any Sadlowsti
	Signature
	AMY SABLOWSKI
	Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 25

Dated: <u>1-24-25</u>	Kacen Nutmacher Signature
	KAREN HUTMACHER Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. $2/2$

The undersigned titleholder and fee simple Lot owner in the Palmira Lakes Villas Community Association, Inc. does hereby provide written consent to this First Amendment to the Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Section I (Lots 1-29) and Section II (Lots 30-49), as his/her/their free and voluntary act and deed on the date written below.

Dated: <u>JANUARY 24</u> 2025	Clerylere & Franke Signature
2025	Signature
	CHERYLENE L. FRANKE Printed Name
	Cherylene & Franke
	Signature
	CHERYLENE L. FRANKE
	Printed Name

Owner(s) Lot No. 29

Dated: 28 Jan 2025	Bahara K. Sarnett Signature Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 30

Dated: 13 FEB 2025	Trenton J. Taylor Trenton J. Taylor
	Printed Name
	Signature Lisa C. Taylor
	Printed Name
	Owner(s) Lot No. 31

Dated:_	<u> </u>	23 2025	Signature Signature
			Printed Name
			Cotherine Yann Karrick
			Signature Catherine Diann Karrick Printed Name
			Owner(s) Lot No. 33

The undersigned titleholder and fee simple Lot owner in the Palmira Lakes Villas Community Association, Inc. does hereby provide written consent to this First Amendment to the Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Section I (Lots 1-29) and Section II (Lots 30-49), as his/her/their free and voluntary act and deed on the date written below.

Dated: 1/30/26

\$ignature

Printed Name

Signature

Printed Name

Owner(s) Lot No.

Dated:	L25-2025	William ford Signature
		Printed Name
		Ganet Oak
		Signature Janet Jack
		Printed Name
		Owner(s) Lot No. 35

Dated: 01-25-2025	Virginia L Behins
	Virginia L Behrns Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 37

Dated:	3/4/25	Signature The Signature
		Printed Name
		Signature
		Printed Name
		Owner(s) Lot No

Dated: 1/26/25	Signature Signature Signature Wilhelm Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 39

Dated: 02/01/2025	Dery Duck
	Signature
	DENISE J. TURACK Printed Name
	rimed Name
	Signature
	Printed Name
	/
	Owner(s) Lot No $4/$

Dated: 1/24/25	Louis. Met
	Signature
	Loni A. Motz
	Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 4/

Dated: 1/25/25	Jekk Jull
	Signature
	Todd TSiguloff Printed Name
	Signature
	Printed Name
	117
	Owner(s) Lot No.

Dated: 1/24/25	Miles S. Alvest
	Signature
	Michael S. Hoth
	Printed Name
	Signature
	Printed Name
	///
	Owner(c) Lot No. 99

Dated: 1/23/2025	Carolyn A. Goshorn Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 45

Dated: 3/6/202	12025	Signature Julie Nelsor Printed Name
		Signature
		Printed Name
		Owner(s) Lot No.

Dated: 01/27/2025	Vonsed R. Stalter
	Signature
	DOMALO R. STALTER
	Printed Name
	Signature
	Printed Name
•	Owner(s) Lot No. 48

Dated:_	1-26-25	Karen Benja	3
		Signature	
		Karen Benjami	<u>n</u>
		Printed Name	
		Signature	
		Printed Name	
		Owner(s) Lot No.	