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Recorded as Presented  
Allen County Indiana  
Recorder Nicole Keesling



**FIRST AMENDMENT TO  
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
THE PRESERVES AT THE QUARRY, SECTION III, A SUBDIVISION OF PERRY  
TOWNSHIP,  
ALLEN COUNTY, INDIANA**

THIS FIRST AMENDMENT ("Amendment") is made to the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as part of the Dedication and Plat of The Preserves at the Quarry, Section III, recorded in the Office of the Recorder of Allen County, Indiana on the 16th day of August, 2023, as Document Number 2023035345 ("Plat and Restrictions"), ✓

**PREFACE**

The Preserves at the Quarry, Section III, is a portion of a tract of real estate which has been subdivided into 24 residential lots pursuant to the Plat and Restrictions. The purpose of this Amendment is to designate lots numbered 58 through 66 as a "villa section" within The Preserves at the Quarry, Section III known as "Villas at Shadows Edge." A villa association known as Shadow's Edge Villa Association, Inc. will be established and all owners of the Lots within Villas at Shadows Edge will be members of that particular association and shall be bound by the Articles of Incorporation and By-Laws of that association. Any capitalized terms not otherwise define herein shall have the meanings ascribed to them in the Restrictions.

The undersigned, being the Developer does hereby amend the Covenants pursuant to ARTICLE V, GENERAL PROVISIONS, Section 35, Covenants, Restrictions and Extensions, of the Covenants as follows:

1. The following shall be added to ARTICLE I, Definitions:

- a. "Villa Association" shall mean and refer to the Shadow's Edge Villa Association, Inc., and its successors and assigns.
- b. "Villa Lot(s)" shall mean and refer to Lots 58 through 66 in The Preserves at the Quarry, Section III.

AUDITOR'S OFFICE  
Duly entered for taxation. Subject  
to final acceptance for transfer.

**JUN 18 2025**

  
AUDITOR OF ALLEN COUNTY

2. ARTICLE IV.B, Shadow's Edge Villa Association, Inc. shall be added as follows:

Section 1. Organization. There has been organized in connection with the development of the villa section of The Preserves at the Quarry, Section III, an incorporated not-for-profit association known as Shadow's Edge Villa Association, Inc. ("Villa Association").

Section 2. Membership and Voting Rights. In addition to being members of the Association, the Owners of the Villa Lots shall be a member of the Villa Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Classes of Membership. The Villa Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, exclusive of the Developer. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B member(s) shall be the Developer and shall be entitled to 10 votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) when title to all lots in the villa section have been conveyed; or
- (b) on May 30, 2035.

Section 4. Assessments Payable to Villa Association. Each Owner of any of the Lots, excepting the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Villa Association:

- (a) annual maintenance assessment; and
- (b) special assessment.

Such assessments shall be in addition to the annual assessments, special assessments and other assessments payable to the Association. The annual maintenance and special assessments for the Villa Association, together with interest, costs, and reasonable attorney's fees shall be a charge upon and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable

attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 5. Purpose of Annual Maintenance Assessment. The annual maintenance assessment shall be used exclusively to fund the Villa Association's obligations set forth herein.

Section 6. Initial Annual Maintenance Assessment. Until January 1 of the year immediately following the conveyance of the first of the Villa Lots to an Owner, the initial annual maintenance assessment shall be Two Hundred Forty-Nine and No/100 Dollars (\$249.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may not be increased each year more than ten percent (10%) above the maximum annual assessment for the prior year, without the vote or written assent of fifty-one percent (51%) of each class of members of the Villa Association.

(b) The Board of Directors of the Villa Association may fix the annual assessment at an amount not in excess of the maximum without the vote or written assent of fifty-one percent (51%) of each class of members of each Villa Association.

Section 7. Calculation of Annual Maintenance Assessment. From and after January 1 of the year immediately following the conveyance of the first of the Lots to an Owner, the amount of the annual maintenance assessments shall be determined as follows:

(a) The Board of Directors of the Villa Association shall establish a budget for each calendar year and shall determine the annual maintenance assessment and method of payment required to meet such budget. Such budget and assessment for each such calendar year shall be established by the Board of Directors of the Villa Association. The Board of Directors shall mail to all Villa Association members a copy of said budget and notice of the ensuing year's assessment.

(b) The amount of the annual maintenance assessment set forth by the Board of Directors of the Villa Association for any such calendar year may be changed pursuant to the By-Laws of the Villa Association.

Section 8. Special Assessment for Capital Improvements and Extraordinary Items. In addition to the annual maintenance assessment authorized above, the Board of Directors of the Villa Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of necessary maintenance of an extraordinary nature, or the cost of new construction or replacement of items of a capital nature, or to cover a budget shortage provided that any such assessment shall have the vote or written assent of sixty-seven percent (67%) of both classes of members. Any action authorized by this Article IV.B, Section 8, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such a meeting, but such vote is less than the prerequisite sixty-seven percent (67%) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Villa Association not later than thirty (30) days from the date of such meeting.

Section 9. Uniform Rate of Assessment. Both annual maintenance assessments and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis.

Section 10. Date of Commencement of Annual Maintenance Assessment: Due Dates. The annual maintenance assessments provided for herein shall commence as to each Lot on the first of the following dates:

- (a) The date of issuance of a certificate of occupancy for a completed dwelling on said Lot; or
- (b) The date of payment of the final construction draw with respect to a dwelling constructed on said Lot, disregarding any monies retained in escrow from such final draw.

The first annual maintenance assessment shall be adjusted according to the number of days remaining in the year. The due dates of the annual maintenance assessment shall be established by the Board of Directors of the Villa Association. The Villa Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of each Villa Association setting forth whether the assessments on a specified Lot have been paid as of a particular date.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Villa Association. Any annual maintenance assessment or special assessment not paid within thirty (30) days after

the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Villa Association may bring an action at law against the Owner previously obligated to pay the same, or foreclose the lien against the Lot. In any successful action, the Villa Association shall be entitled to recover all of its costs and expenses, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the annual maintenance assessment or special assessment provided for herein shall be subordinate to the lien of any first mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Undeveloped Lots. Notwithstanding any other provision of this Amendment, no annual or special assessments shall be assessed against the Owners of Lots upon which a Dwelling Unit has not yet been built.

3. ARTICLE IV.C, Villa Maintenance and Villa Association Obligations. shall be added as follows:

Section 1. Building Exteriors. Landscaping and General Maintenance. The Villa Association will maintain the removal of snow from driveways and sidewalks, and maintain the lawn and landscaping on each Villa Lot. The Villa Association will maintain the lawn sprinkling system situated on the Villa Lots. The frequency and manner of performance of such maintenance shall be determined solely by the Board of Directors of the Villa Association. The Villa Association shall not be responsible for the repair or maintenance of decks and screened-in porches, any concrete on a Villa Lot, or yard lights and other exterior lights, including replacement of bulbs, nor for window washing and glass replacement. The Board of Directors of the Villa Association may, at its option by appropriate resolution, transfer to each Villa Lot Owner the maintenance responsibility for that portion of the lawn and/or landscaping on each Villa Lot which was not initially installed or planted by the Developer. Each Villa Lot Owner shall be permitted to perform or cause to be performed at the Owner's sole expense, maintenance or repairs on the exterior of any dwelling on his/her Villa Lot which would otherwise fall within the maintenance responsibility of the Villa Association hereunder, subject to prior written approval from the Architectural Control Committee.

Section 2. Other Maintenance. Except to the extent of the Villa Association's responsibility for maintenance and repair as above provided, each Owner shall at his/her sole cost and expense maintain and repair his/her Villa Lot and the improvements situated thereon, keeping the same in good condition and repair, including those items specifically excluded from each Villa Association's responsibilities and any other maintenance and repair responsibilities not expressly included among such responsibilities, as set forth above. In the event any Owner shall fail to maintain and repair his/her Villa Lot and the improvements thereon as required hereunder, the Villa Association, in addition to all other remedies available to it hereunder or by law and without waiving any of said alternative remedies, shall have the right, through its agents and employees to enter upon said Villa Lot and to repair, maintain and restore the Villa Lot and the exterior of the dwelling units and any other improvements erected thereon; and each Owner (by acceptance of a Deed for his/her Villa Lot) hereby covenants and agrees to repay to the Villa Association the cost thereof immediately upon demand. Such costs incurred and demanded by the Villa Association, together with interest, costs and reasonable attorney's fees, shall have the same status as both a continuing lien on the Villa Lot and improvements and the personal obligation of the Owner as an assessment and the Association shall have the same remedies as made under Article IV.B, Section 11 hereof, and the failure of any such Owner to pay the same shall carry with it the same consequences as a failure to pay such an assessment when due.

Section 3. Maintenance Easements. The Villa Association and the Owner of any Villa Lot whose dwelling is constructed up to or within five (5) feet of an interior Villa Lot line shall have an access easement over a portion of the adjacent Villa Lot which shall be five (5) feet in width measured from said Villa Lot line, for the entire length of said Villa Lot line separating the two Villa Lots, for purposes of maintaining, replacing, and repairing the exterior of the dwellings so located. This access easement shall extend to the agents, employees, and independent contractors of the Villa Association, the Owner, or both. Any damage to an adjacent Lot or landscaping on an adjacent Lot shall be repaired at the expense of the Villa Association, the Owner, or their respective agents, employees or independent contractors utilizing this easement. Each Owner shall also have a permanent easement permitting roof structure which overhang and encroach upon the adjoining servient Lot, provided that construction of such roof structure is permitted and approved as elsewhere herein provided.

Section 4. Utility Easements. Easements are hereby expressly reserved and dedicated with dimension, boundaries, and locations as designated on the plat for the installation and maintenance of public utilities (including, but not limited to water, gas, telephone, electricity, sanitary sewer, cable television, storm drainage facilities, and any other utilities of a public or quasi-public nature). Any utility company and Developer, their successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of permanent structure except improvements installed by Developer, or an authorized

utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction to its original form. The utility will restore any improvement installed by Developer or other authorized utility. The utility operating the sewer lines and sewage disposal facilities of said section shall have jurisdiction over the installation of all sewer connections and the same shall be installed to property lines of each Villa Lot by the Developer or its successor in interest.

4. The Villa Association shall the same authority and powers with respect to Villa Lots and Owners of Villa Lots, including, but not limited to, enforcement of the Restrictions and collection of the assessments set forth set forth in Article IV.B, above, as the Association has with regards to Lots which are not Villa Lots and the Owners thereof.

5. Building Sizes. No Dwelling Unit shall be built on any Villa Lot having the living area of the main structure, exclusive of one-story open porches, breezeways or garages of less than 1800 square feet.

IN WITNESS WHEREOF, THE PRESERVES AT THE QUARRY, LLC, a limited liability company organized and existing under the laws of the State of Indiana, being the Developer, pursuant to ARTICLE V, GENERAL PROVISIONS, Section 35, Covenants, Restrictions, and Extensions of the Covenants hereby amends the Covenants as set forth herein and has hereunto set its hand by its duly authorized officer.

THE PRESERVES AT THE QUARRY, LLC

Dated: 6-17-2025

By:

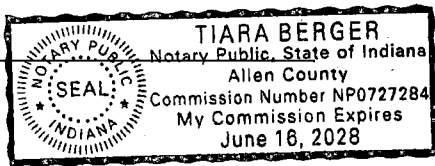


Roger L. Delagrance, Sole Member

STATE OF INDIANA )  
 ) §§:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Roger L. Delagrang, Sole Member of The Preserves at the Quarry, LLC, an Indiana limited liability company, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said Company for the purposes and uses therein set forth. In witness whereof, I have hereunto subscribed my name and affixed my official seal this 17 day of June, 2025.

My Commission Expires:



Tiara Berger  
Notary Public

Printed: \_\_\_\_\_

Resident of \_\_\_\_\_ County, IN

**Pursuant to IC 36-2-11-15(d):** I/We affirm, under the penalties for perjury, that I/we have taken reasonable care to redact each Social Security number in this document, unless required by law.  
Robert C. Kruger

Prepared by:  
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