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NICOLE KEESLING

ALLEN COUNTY RECORDER

FORT WAYNE, IN

Timber Ridge 1st Amendment  
Perry

**FIRST AMENDMENT TO THE DEDICATION AND DECLARATION OF  
PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS  
AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND  
PLAT OF TIMBER RIDGE, SECTIONS I - IV, A SUBDIVISION OF PERRY  
TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, Chris Moritz, the duly elected and authorized president of Timber Ridge Community Association, Inc., an Indiana non-profit corporation (the "Association"), certifies that in accordance with the provisions of Article V, Section 35 of the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals for Sections I – IV (hereinafter collectively referred to as, the "Restrictive Covenants"), that: at least Seventy-five percent (75%) of the record owner(s) of fee simple title to the Lots within Sections I – IV ("Owners") have consented to and hereby amend and modify the Restrictive Covenants of the following Timber Ridge Sections:

Timber Ridge, Section I, including lots 1 to 47, recorded in the Allen County Recorder's Office on February 4, 2015, in Plat Cabinet G, page 105, as document number 2015006692; and Amended on April 1, 2016, as to Lot 37, recorded at Plat G, page 135, as document number 2016016072;

Timber Ridge, Section II, including lots 48 to 49, recorded in the Allen County Recorder's Office on October 16, 2015, in Plat Cabinet G, page 117, as document number 2015053637;

Timber Ridge, Section III, including lots 50 to 69, recorded in the Allen County Recorder's Office on November 12, 2015, in Plat Cabinet G, page 121, as document number 2015057981;

Timber Ridge, Section IV, including lots 70 to 88, recorded in the Allen County Recorder's Office on November 23, 2016, in Plat Cabinet G, page 158, as document number 2016062874;

**BY REMOVING FROM TIMBER RIDGE SECTIONS I-IV, ARTICLE IV,  
SECTION 6, IN ITS ENTIRETY AND REPLACING IT WITH THE  
FOLLOWING:**

**Section 6.** **Membership Rights and Privileges in the Association.** Each Owner, as a member of the Association, shall enjoy the right to vote and privileges set forth herein.

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Oct 29 2024 MS

NICHOLAS D. JORDAN  
ALLEN COUNTY AUDITOR

**BY ADDING TO TIMBER RIDGE SECTION I & VILLAS AT TIMBER RIDGE  
A NEW ARTICLE VII, SECTION 1.5 AND TO TIMBER RIDGE SECTIONS II-  
IV A NEW ARTICLE V, SECTION 1.5, WHICH WILL READ AS FOLLOWS:**

**Section 1.5. No Rentals.** 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 Dwelling Unit on a Lot by the Owner(s), shall not be allowed. Each Dwelling 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 Dwelling Unit held in trust and/or their immediate family. 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 Dwelling 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) year.

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**AS TO TIMBER RIDGE SECTION I & VILLAS AT TIMBER RIDGE,  
REGARDING THE VILLAS AT TIMBER RIDGE d/b/a GRAYSTONE  
COTTAGES OF TIMBER RIDGE COMMUNITY ASSOCIATION, INC., ONLY:**

**BY REMOVING ARTICLE VI, SECTION 1, IN ITS ENTIRETY AND  
REPLACING IT WITH THE FOLLOWING:**

**Section 1. Building Exteriors, Landscaping and General Maintenance.**

The Villa Association will maintain the lawn and landscaping on each Lot, including the lawn sprinkling system, and provide removal of snow from driveways and sidewalks. The frequency and manner of performance of such maintenance shall be determined solely by the Board of Directors of the Villa Association. The Villa

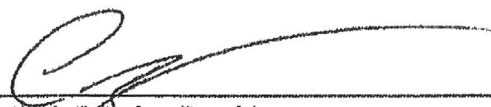
Association shall not be responsible for the repair or maintenance of the exterior portion of any building on a Lot, including but not limited to, roofing, siding, trim, paint, window washing, or glass replacement. The Villa Association is not responsible for the repair and maintenance of any decks or screened-in porches, any concrete on a lot, or yard lights and other exterior lights, including replacement of bulbs. The Board of Directors of the Villa Association may, at its option by appropriate resolution, transfer to each Lot Owner the maintenance responsibility for that portion of the lawn and/or landscaping on each Lot which was not initially installed or planted by the Developer. Each 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 Lot, subject to prior written approval from the Architectural Control Committee.

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Attached hereto and incorporated herein by reference as "Exhibit A" are copies of the Consents to these Amendments executed by more than Seventy-five percent (75%) of the Owners of all Lots within the Timber Ridge Subdivision, Sections I – IV, pursuant to Article VII, Section 35 (as to Timber Ridge Section I) and Article V, Section 35 (as to Timber Ridge Sections II-IV).

IN WITNESS WHEREOF, the undersigned does hereby execute these Amendments to the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals for Sections I – IV, as his voluntary act and deed on the date written below.

Timber Ridge Community Association, Inc.,  
An Indiana Domestic Nonprofit Corporation,

BY:   
Chris Moritz, President

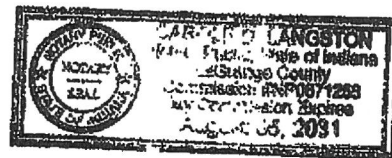
STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN     )

The undersigned, a notary public in and for the above County and State, residing in Allen County, Indiana, certifies and witnesses that Chris Moritz, the President of Timber Ridge Community Association, Inc., appeared before me in person and acknowledged the signature and delivered the instrument as a free and voluntary act, for the uses and purposes named in the instrument this 9 day of September, 2024.

My Commission Expires:

08/05/2031

Carole D. Langston  
Carole D. Langston, Notary Public  
Resident of Allen County, IN  
LaGrange,



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

Prepared by: Michael D. Hawk, #22386-02, Hawk, Haynie, Kammeyer & Smith, LLP,  
116 East Berry Street, Suite 302, Fort Wayne, Indiana 46802.

Return to: [mdhawk@hawkhaynie.com](mailto:mdhawk@hawkhaynie.com)

## ALLEN COUNTY WAYNE PLAN COMMISSION • FINDINGS OF FACT

### Restrictive Covenant Amendment Timber Ridge Sections I-IV and Villas at Timber Ridge

APPLICANT: Timber Ridge Community Association, Inc.  
REQUEST: To amend and replace the restrictive covenants  
LOCATION: The neighborhood is located on the east side of Wheelock Road, south of Saint Joe Center Road.

The Plan Commission finds that the proposed amendment to the restrictive covenants of Timber Ridge Sections I-IV and Villas at Timber Ridge is not in conflict with the Allen County Zoning Ordinance or Subdivision Control Ordinance.

The requisite number of signatures have been obtained, according to the covenants.

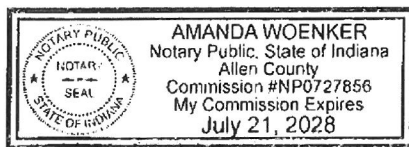
These findings approved by the Fort Wayne Plan Commission on October 24, 2024.

*Benjamin J. Roussel*

Benjamin J. Roussel  
Executive Director  
Secretary to the Commission

Subscribed and sworn to before me, a Notary Public, said Benjamin J. Roussel this

24 day of October, 2024.



*Amanda Woenker*

Amanda Woenker, Notary Public  
Resident of Allen County, Indiana

My Commission Expires: July 21, 2028

Prepared by: Michelle Wood, Department of Planning Services

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

*Michelle Wood*

*Michelle B. Wood*