

COPY

Memorandum of Amendment to Westchester Glens, Section III,
a Subdivision in Aboite Township, Allen County, Indiana

At a duly authorized Board meeting on the 25th day of January, 2000, the Board of Directors of the Villaminium Association of Westchester Glens, Section III, did recommend an amendment to the by-laws as follows: (Original Restrictive Covenants recorded under document #95-40682.)

1. Section 4 of Article V and the First Amendment to Section 4 of Article V is hereby replaced with the following:

Section 4. Assessments Payable to Westchester Glens Villaminium Association, Inc. Each Owner of any Lot, excepting Colonial Development Corp., or its immediate successor in interest, 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 Villaminium Association: (1) annual maintenance assessment; (2) special assessments for capital improvements; and (3) maintenance assessments for exterior painting and staining and roof replacement. Such assessments shall be in addition to the annual assessments or special assessments payable to the Association. The assessments, 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.

2. Section 8.1 of Article V of the First Amendment is hereby replaced with the following:

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

SEP 14 2000


AUDITOR OF ALLEN COUNTY

FILED

SEP 14 2000

SALES DISCLOSURE
FORM

00 10154
AUDITORS NUMBER

Section 8.1. Maintenance Assessments for Exterior Painting and Staining and Roof Replacement. In addition to the annual maintenance assessment and the special assessments for capital improvements and extraordinary items authorized above, the Board of Directors of the Villaminium Association may levy, in any assessment year, a maintenance assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of exterior painting or staining and roof replacement of a dwelling located on a Lot. The maintenance assessment levied shall be levied only against the Lot and the Owner thereof upon which the exterior painting or staining or roof replacement is performed. The Board of Directors, in determining the annual maintenance assessment provided for in Section 7 of this Article V, may provide for an amount to defray a portion of the cost of exterior painting and staining and roof replacement to be included in said annual maintenance assessment and not to be assessed under this Section 8:1. The amount of the special assessment for exterior painting and staining and roof replacement shall equal the actual cost to paint or stain the exterior of the dwelling or replace the roof of the dwelling on the Lot minus any amounts provided for in the annual maintenance assessment. The Board of Directors shall notify the Lot Owner prior to commencement of the painting and staining or roof replacement both of the fact that a special maintenance assessment will be charged and the amount thereof. Such amount shall be payable within thirty (30) days after the date of such notice.

3. A new Section of Article V is added as follows:

Section 8.2. Shrub Replacement. Any shrub replacement on any Lot shall be at the Lot Owner's expense when the warranty provided by the landscaping company shall expire.

Section 8.3. Landscaping/Mulching. The Board of Directors shall set the standard cost for mulching of the landscaping beds on each lot; and, further, the Board shall have the authority to assess any lot owner for mulching of landscaping beds in excess of the standard as established.

4. Section 9 of Article V and the First Amendment to Section 9 of Article V is hereby replaced with the following:

Section 9. Uniform Rate of Assessment. Both annual maintenance assessments and special assessments for capital improvements must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or yearly basis. Maintenance assessments for exterior painting and staining of dwellings or roof replacement, as provided for in Section 8.1 hereof, shall be assessed as provided in the same section.

Your Board of Directors did in fact circulate a resolution which was signed by more than seventy-five percent (75%) of the lot owners of said Section III which signatures are on file with the Secretary of the Association. Your Association has duly elected Robert W. Dettmer in the capacity of President and Bonnie Witmer in the capacity of Secretary who have affixed their names to this Memorandum signed this 27th day of July, 2000.



Robert W. Dettmer, President



Bonnie Witmer, Secretary

State of Indiana, County of Allen, SS:

Subscribed and sworn to before me, a notary public in and for said County and State, this 27 day of July, 2000.



Paul F. Nieter, Notary Public
Resident of Allen County, Indiana

My Commission Expires:
January 9, 2008

Prepared by: Paul F. Nieter, Attorney at Law, ID #9638-02
420 Metro Building, Fort Wayne, IN 46802

FIRST AMENDMENT TO THE DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS OF WESTCHESTER GLENS, SECTION III, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

Pursuant to the provisions of Section 22 of Article VII of the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Westchester Glens, Section III, as recorded in Plat Cabinet B, page 13, and as Document No. 90-7210 in the Office of the Recorder of Allen County, Indiana, the undersigned, being not less than seventy-five percent (75%) of the lot owners of said Section III do hereby make and affect the following changes, alterations and modifications to said Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Westchester Glens, Section III:

1. Section 4 of Article V is hereby replaced with the following:

Section 4. Assessments Payable to Westchester Glens Villaminium Association, Inc. Each Owner of any Lot, excepting Colonial Development Corp., or its immediate successor in interest, 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 Villaminium Association: (1) annual maintenance assessment; (2) special assessments for capital improvements; and (3) maintenance assessments for exterior painting and staining. Such assessments shall be in addition to the annual assessments or special assessments payable to the Association. The assessments, 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.

2. A new Section 8.1 of Article V is added as follows:

Section 8.1. Maintenance Assessments for Exterior Painting and Staining. In addition to the annual maintenance assessment, and the special assessments for capital improvements and extraordinary items authorized above, the Board of Directors of the Villaminium Association may levy, in any assessment year, a maintenance assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of exterior painting or staining of a dwelling located on a Lot. The maintenance assessment levied shall be levied only against the Lot and the Owner thereof upon which the exterior painting or staining is performed. The Board of Directors, in determining the annual maintenance assessment provided for in Section 7 of this Article V may provide for an amount to defray a portion of the cost of exterior painting and staining to be included in said annual maintenance assessment and not to be assessed under this Section 8.1. The amount of the special assessment for exterior painting and staining shall equal the actual cost to paint or stain the exterior of the dwelling on the Lot minus any amounts provided for in the annual maintenance assessment. The Board of Directors shall notify the Lot Owner prior to commencement of the painting and staining both of the fact that a special maintenance assessment will be charged, and the amount thereof. Such amount shall be payable within thirty (30) days after the date of such notice.

W. J. Miller
RECORDER OF DEEDS
ALLEN COUNTY, INDIANA

95 SEP -7 PM 3:27

Miller / Cannon

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3. Section 9 of Article V is hereby replaced with the following:

Section 9. Uniform Rate of Assessment. Both annual maintenance assessments and special assessments for capital improvements must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or yearly basis. Maintenance assessments for exterior painting and staining of dwellings, as provided for in Section 8.1 hereof, shall be assessed as provided in said Section.

4. The reference in Section 2 of Article VI to Article VI, Section 6, is hereby amended to be a reference to Article V, Section 4.

IN WITNESS WHEREOF, the undersigned Owners have here unto set their hands this 8 day of DECEMBER, 1974.

Lot No. 50

Roger Williams

Lot No. 58

Robert W. DeWent
Second DeWent

Lot No. 51

Lot No. 59

John Quasar

Lot No. 52

Thomson F. Felger
Maurice R. Felger

Lot No. 60

Diana J. Stonebrake
Marilyn K. Stonebrake

Lot No. 53

Jean M. Martin

Lot No. 61

Ellie K. Hallmeyer
Joseph C. Hallmeyer

Lot No. 54

Lot No. 62

Roger Williams

Lot No. 55

Paul F. Hester
Brother Nietes

Lot No. 63

Roger Williams

Lot No. 56

Marcus R. Coffey
Samuel L. Coffey

Lot No. 64

Roger Williams

Lot No. 57

Shirley A. Arthur

Lot No. 65

Roger Williams

9 5 4 0 6 8 2

Lot No. 66

Roger L. Delagrang

Lot No. 67

Shady

Lot No. 68

Donald R. Higgins
Judith A. Higgins

Lot No. 69

Ann Sadler

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared the foregoing Lot Owners and acknowledged the voluntary execution of the above and foregoing instrument, this 8 day of DECEMBER, 1994.

Paul F. Nieter
Notary Public
Resident of ALLEN COUNTY

My Commission Expires:
4-23-96

PAUL F NIETER



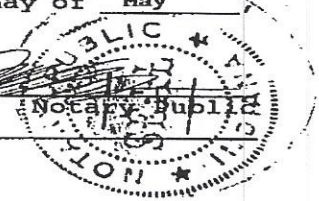
COLONIAL DEVELOPMENT CORP.

By Roger L. Delagrang
Its Pres.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared Roger L. Delagrang, known by me to be the duly authorized and acting President of Colonial Development Corp., and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said Corporation for the purposes and uses therein set forth, this 3rd day of May 1995.

Deborah A. Webb
Resident of Allen



My Commission Expires:
February 5, 1999

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This is to certify that the foregoing document has been reviewed by the Allen County Plan Commission. As presented, the content of the restrictions contained in said document conform to the requirements of the Allen County Zoning and Subdivision Control Ordinances and the document is now eligible for recording. This certification does not extend to the form or validity of the document.

Dated this 6 day of September, 1995.

ALLEN COUNTY PLAN COMMISSION

By: 

This Instrument Prepared By: John J. Wernet, Attorney at Law, 1400
One Summit Square, Fort Wayne, Indiana, 46802.

95 40682