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HUNTINGTON, IN RECORDER

11/30/2011 02:43:10PM90

**FIRST AMENDMENT TO THE
DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS
AS A PART OF THE PLAT OF
VILLAS OF ROANOKE,
AN ADDITION TO THE CITY OF ROANOKE
HUNTINGTON COUNTY, INDIANA**

Comes now the Developer and the Owner of all Lots in Villas of Roanoke, an addition to the City of Roanoke, Huntington County, Indiana, according to the plat thereof, recorded on October 19, 2011, in the Office of the Recorder of Huntington County, Indiana as Instrument Number 2011004708 ("Plat").

WHEREAS, the Dedication, Protective Restrictions, Covenants & Easements for Villas of Roanoke (hereinafter "Dedication") was recorded on November 11, 2011 in the office of the Recorder of Huntington County, Indiana, as Instrument Number 2011005453;

WHEREAS, the Developer is the Owner of all Lots in Villas of Roanoke and is authorized by the Dedication to amend the terms of the Dedication as herein set forth.

NOW, THEREFORE, the Developer hereby amends the Dedication as herein set forth:

1. Article I shall be amended by adding the following provision:

"Section 10. "Common Area" shall mean those areas designated on the Plat as "Block A Dry D-Basin" and "Block B"."

2. There shall be added a new Article 1-A as follows:

"ARTICLE 1-A

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant to and pass with the title to every Lot, subject to the following rights which are granted to the Association:

- a. To charge a reasonable admission and other fees for the use of any recreational facility located in the Common Area.
- b. To suspend the voting rights and the right to use the recreational facilities in the Common Area for any period during which any Assessment (as hereinafter defined) is due and unpaid, or an Owner is in violation of the Dedication or the Articles of Incorporation or By-Laws of the Association.
- c. To dedicate or transfer with or without consideration all or any part of the Common Area to any public agency, body, authority or utility for such purposes and subject to such conditions as may be agreed to by at least 2/3rds of the Owners of all Lots. No such dedication or transfer shall be effective unless an instrument signed by at least 2/3rds of the Owners agreeing to such dedication or transfer is recorded in the office of the Recorder of Huntington County, Indiana.

Section 2. Delegation of Use. Any Owner may delegate the Owner's right to use and enjoy the Common Area and any recreational facilities located thereon to members of the Owner's family, leasehold tenants of a Lot and contract purchasers of a Lot.

Section 3. Common Area. Upon the incorporation of the Association, the Developer shall execute a Quit Claim Deed in favor of the Association, and the Association shall accept such deed, for the Common Area."

3. Article III, Section 5 shall be amended by adding a new subparagraph as follows:

"(d) To promote the recreation, health and welfare of the Owners through the maintenance and improvement of the Common Area."

4. Article IV, Section 8 shall be amended by deleting the second paragraph thereof and placing in its stead the following provision:

"If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest at the highest rate permitted by Indiana law or the rate of twelve per cent (12%) per annum, whichever is higher, until paid in full and the Association may (i) record a Notice of Lien against the Lot in the office of the Recorder of Huntington County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and shall be enforced in the same manner as a mortgage lien under Indiana law, and shall include the right to recover attorney's fees, title expenses, interest and all other costs of collection; and/or (ii) bring an action at law against the Owner personally obligated to pay the Assessment and/or to foreclose the lien against the Lot. In any successful action, the Association shall be entitled to recover all of its costs and expenses, including attorney's fees."

5. Article V shall be amended by adding a new section 4 as follows:

"Section 4. No Liability. Neither the Developer, the Association, nor any employee, agent, member, officer or director thereof, nor any of their respective heirs, personal representatives, successors or assigns shall be liable to anyone by reason of any mistake in judgment, negligence, or misfeasance arising out of or relating in any manner to any action, inaction, approval, disapproval or failure to approve any Plans, nor shall they, or any of them, be responsible or liable in any manner for any structural or other defects in the Plans or in any Improvement constructed in accordance with such Plans or for drainage, zoning or other matters relating to the Improvement."

6. All capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to such terms in the Dedication.

7. Except as specifically amended by the terms of this First Amendment, the Dedication shall remain in full force and effect.

8. The undersigned warrants and represents that, as of the recording date of

this First Amendment, Ideal Suburban Homes, Inc., is the Developer and the Owner of all Lots and is otherwise authorized to execute this First Amendment.

Dated this 30 day of November, 2011

IDEAL SUBURBAN HOMES, INC.

By: Kevan Biggs, Pres.
Its: President

STATE OF INDIANA

§§:

COUNTY OF ADAMS

Before me, a Notary Public in and for said County and State, on this 30th day of November, 2011, personally appeared Kevan B. Biggs, the President of Ideal Suburban Homes, Inc., and acknowledged the execution of the above and foregoing Amendment to be his voluntary act and deed. WITNESS my hand and Notarial Seal.

Connie J. Kreigh
(Signature of Notary Public)

Connie J. Kreigh
(Printed/Typed Name of Notary Public)

My commission expires: 01/29/2012

County of Residence: Adams



Pursuant to IC 36-2-11-15(d): 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, Michael T. Blee

**This Instrument Prepared by: Michael T. Blee, Attorney-at-Law - Attorney
Identification No. 4118-02 – 522 South 13th Street, Decatur, IN 46733**