#20058866

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Total 32.00

AMENDMENTS TO THE PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS FOR VILLAGE OF BUCKINGHAM, SECTION II VILLAS ASSOCIATION, INC.

St Joe

The undesigned, being not less than 67% of Owners of Village of Buckingham, Section II, Villas Association, Inc. hereby declare this to be an Amendment to the Protective Restrictions, Covenants, Limitations and Easements for Village of Buckingham, Section II Villas Association, Inc.

RECORDED
06/11/2003 15:03:16
RECORDER
PATRICIA J CRICK
ALLEN COUNTY,IN

DECLARATION OF AMENDMENT

This is an amendment to the general provisions of the Protective Restrictions, Covenants, Limitations and Easements for the Village of Buckingham, Section II as originally recorded in the office of the Recorder of Allen County, Indiana, as Document ✓ No. 93-47718 in Plat Cabinet B, page 180 and the Amendment thereto as recorded in the Office of the Recorder of Allen County, Indiana on September 28, 1994 as ✓ Document Number 94-056244. Said Protective Restrictions, Covenants, Limitations and Easements were subsequently amended by Document No. 99-007100 as recorded in the Office of the Recorder of Allen County, Indiana, on October 4, 1999. Said Amendment incorporated the provisions of Document Nos. 80-014047 and Document No. 91-055960 and Document No. 99-0048415 and imposed upon Lots numbered 98 through 124 in the Village of Buckingham, Section II of those Restrictions. Said Amendment removed Lots 98 through 124 from the Restrictions imposed by Document

AUDITOR'S OFFICE
Duly entered for taxation. Subject to final acceptance for transfer.
JUN 11 2003
Robert A. Glover
AUDITOR OF ALLEN COUNTY

03 5480
ALLEN COUNTY AUDITOR'S NUMBER

94-056244 resulting in Lots 125 - 152 being the remaining Lots subject to said Restrictions.

This is an Amendment to Article III, Section IV which concerns Village of Buckingham, Section II, Villas Association, Inc. and said Article III and Section IV are now amended as follows:

to-wit:

ARTICLE III

VILLAGE OF BUCKINGHAM, SECTION II

VILLAS ASSOCIATION, INC.

ARTICLE II

SECTION 4. Classes and Functions. The Villa Association has been formed to perform such functions as may be designated for it to perform under these Protective Restrictions and Covenants and to share on a pro rata basis the costs of snow removal, security patrol, pond and pump maintenance, which services are provided by the Village of Buckingham Homeowners Association for the Village of Buckingham, Section I and Section II, as well as any other association which shares a pro rata portion of such costs, and for the following purposes:

The Villa Association shall have the responsibility to maintain the common areas of the Villas Members' properties as described in these Covenants. This shall include the removal of snow from driveways, walkways and the

streets in the Villa area, lawn maintenance (to include mowing, fertilizing, weed control and trimming of standard landscaping), a pro rata share of pond maintenance and a pro rata share of the expenses of maintaining the adjacent common areas shared with other Associations as determined by the Board of Directors.

The Villa Association shall not be responsible for maintaining the roof and exterior portion of each dwelling; nor be responsible for the painting, staining, repair or replacement of wood siding of each dwelling; nor maintain the sprinkling or irrigation system maintained on each Lot. The Villa Association shall not be responsible for the repair or maintenance of decks and screened in porches, any concrete on a lot, or yard lights and other exterior lights, including replacement of bulbs, nor for window washing and glass replacement. These shall be the responsibility of the Members.

The frequency and manner of performance of such maintenance shall be determined by the Board of Directors of the Villa Association.

All of the above-described items shall hereinafter be referred to as Common Areas for Purpose of Maintenance. The authorized representatives of the Villa Association and their agents shall be entitled to reasonable access to any Lot of Dwelling Unit as may be required in connection with maintenance, repairs, or

replacements of or to the items deemed as Common Areas for Purposes of Maintenance.

Notwithstanding any obligation or duty of the Villa Association to repair or maintain any Common Areas for Purpose of Maintenance, if, due to the willful, intentional or negligent acts or omissions of a member or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Member, damage shall be caused to the Common Areas for Purpose of Maintenance, then such Member shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Association, unless loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such member upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such member's Lot is subject.

Notwithstanding the foregoing, the villa Association shall be solely responsible for all maintenance to the Common Areas in the village of Buckingham which are adjacent to State Boulevard.

Dated this 13th day of May, 2003.

Owner(s) of Lot Number 124

Signature(s): William Archer
Linda Archer

Printed Name(s): William and Linda Archer

Owner(s) of Lot Number 125

Signature(s): Walter & Mary E. Carnes

Printed Name(s): Walter and Mary E. Carnes

Owner(s) of Lot Number 126

Signature(s): _____

Printed Name(s): William and Maria Maloley

Owner(s) of Lot Number 127

Signature(s): _____

Printed Name(s): Thomas Jehl

Owner(s) of Lot Number 128

Signature(s): Robert & Becky Gibson

Printed Name(s): Robert and Becky Gibson

Owner(s) of Lot Number 129

Signature(s): Steph Lerch Jerrilyn K. Lerch

Printed Name(s): ~~Steven~~ Stephen and Jerri Lerch

Owner(s) of Lot Number 130

Signature(s): Vern Adams BJ Adams

Printed Name(s): Vernon and Barbara Adams

Owner(s) of Lot Number 131

Signature(s): Phillip Andorfer Terry Andorfer

Printed Name(s): Phillip and Terry Andorfer

Owner(s) of Lot Number 132

Signature(s): _____

Printed Name(s): Will and Lil Smith

Owner(s) of Lot Number 133

Signature(s): Owen & Nila Crawford

Printed Name(s): Owen and Nila Crawford

Owner(s) of Lot Number 134 Signature(s): Dorothy Craig

Printed Name(s): Dorothy Craig

Owner(s) of Lot Number 135 Signature(s): Ruth E Jehl

Printed Name(s): Ruth Jehl

Owner(s) of Lot Number 136 Signature(s): Carol Durham

Printed Name(s): Carol Durham

Owner(s) of Lot Number 137 Signature(s): Robert Anderson Monna Anderson

Printed Name(s): Robert and Monna Anderson

Owner(s) of Lot Number 138 Signature(s): _____

Printed Name(s): James and Kay Dixon

Owner(s) of Lot Number 139 Signature(s): Maxine K. Bienz Robert H. Bienz

Printed Name(s): Robert and Maxine Bienz

Owner(s) of Lot Number 140 Signature(s): Ron + Diane Lawson

Printed Name(s): Ronald and Diane Lawson

Owner(s) of Lot Number 141 Signature(s): Alfred + Lois Meyer

Printed Name(s): Alfred and Lois Meyer

Owner(s) of Lot Number 142 Signature(s): _____

Printed Name(s): Betty Heyman

Owner(s) of Lot Number 143

Signature(s): John Langas Sue Langas

Printed Name(s): John and Sue Langas

Owner(s) of Lot Number 144

Signature(s): _____

Printed Name(s): Brian Simpson

Owner(s) of Lot Number 145

Signature(s): Chester H. Curry - Mary Curry

Printed Name(s): Chester and Mary Curry

Owner(s) of Lot Number 146

Signature(s): Zelma E. Rupp

Printed Name(s): Zelma Rupp

Owner(s) of Lot Number 147

Signature(s): Phyllis Annis
Arnun E Mittermaier

Printed Name(s): Gener and Phyllis Mittermaier

Owner(s) of Lot Number 148

Signature(s): Honor J. Dixon
Helen J. Dixon

Printed Name(s): Thomas and Helen Dixon

Owner(s) of Lot Number 149

Signature(s): L. David Goetz

Printed Name(s): David Goetz

Owner(s) of Lot Number 150

Signature(s): Robert F Bakle

Printed Name(s): Robert Bakle

Owner(s) of Lot Number 151

Signature(s): _____

Printed Name(s): Ardola Knepper

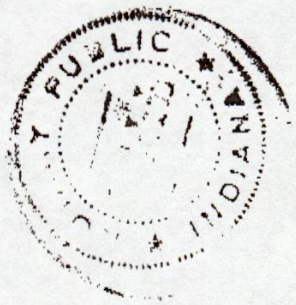
STATE OF INDIANA, COUNTY OF ALLEN) §§:

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of June, 2003, personally appeared the following Owners of Village of Buckingham, Section II, Villas Association, Inc.: Walter A. Carnes, Mary E. Carnes, Robert Gibson, Becky Gibson, Stephen Lerch, Jerri Lerch, Vernon Adams, Barbara Adams, Phillip Andorfer, Terry Andorfer, Owen Crawford, Nila Crawford, Dorothy Craig, Ruth E. Jehl, Carol Durham, Robert Anderson, Monna Anderson, Robert H. Bienz, Maxine K. Bienz, Ronald Lawson, Diane Lawson, Alfred Meyer, Lois Meyer, John Langas, Sue Langas, Chester Curry, Mary Curry, Zelma Rupp, Gener Mittermaier, Phyllis Mittermaier, Thomas J. Dixon, Helen J. Dixon, David Goetz, and Robert Bakle, who acknowledged the execution of the foregoing Amendments to the Protective Restrictions, Covenants, Limitations and Easements for Village of Buckingham, Section II Villas Association, Inc. for and on behalf of said Owners.

Carol M. Huston
Notary Public
Printed: Carol M. Huston
County of Residence: Allen

My Commission Expires:

October 4, 2008



This instrument prepared by Thomas J. Dixon, Burt, Blee, Dixon, Sutton & Bloom, LLP, 200 E. Main Street, Suite, 1000, Fort Wayne, IN 46802, I.D. # 4541-02.