

TITAN TITLE SERVICES, LLC

C2015-07

**FIRST AMENDMENT OF DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
TO THE PLAT OF CHAPMAN'S BRIDGE, SECTION IV,
IN ST. JOE TOWNSHIP, ALLEN COUNTY, INDIANA**

WHEREAS, SJ Development Corp., Inc., an Indiana corporation executed and placed of record that certain dedication, protective restrictions, covenants, limitations, easements and approvals appended to the Plat of Chapman's Bridge, Section IV, in St. Joe Township, Allen County, Indiana recorded October 29, 2014, at Document Number 2014052126 in the Office of the Recorder of Allen County, Indiana, (collectively the "Declaration"); and

WHEREAS, pursuant to Article 6.27.2 of the Declaration, the Declarant currently has the right to amend the Declaration; and

WHEREAS, capitalized terms used herein shall have the same meaning ascribed to them in the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. There is hereby added to Section 5 (which Section is titled "Covenant for the Association Assessments") an additional section, which shall be in addition to and not in lieu of all of the existing provisions of said Section:

- A. **Administrative Fees.** The Association may assess against a Lot a reasonable administrative fee for providing each letter (a "Dues Statement Letter") setting forth the status of any annual or special assessments due from any Lot Owner. From time to time, the Association is requested by sellers, buyers, mortgage lenders and real estate closing service providers on behalf of Lot Owners to set forth the current status of payment of annual and special assessments with respect to any Lot. The Association incurs time, cost and expense in providing such letters. The Dues Statement Letter administrative fee is initially fixed at \$65.00 per letter. The Board of Directors of the Association shall have the right to adjust/increase this administrative fee from time to time.

St. Joe 110223

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

Mar 23 2015

TERA K. KLUTZ
AUDITOR OF ALLEN COUNTY

The Association may assess against a Lot a reasonable administrative fee for providing each letter notifying a Lot Owner of any violation or breach of the Declaration in, on, about or arising from that Owner's Lot (a "Notice of Covenant Violation Letter"). The Association from time to time notifies Lot Owners of violations and breaches of the Declaration. The Association incurs time, cost and expense in receiving and reviewing complaints of any Declaration violations, reviewing the pertinent provisions of the Declaration, onsite inspections, consultation

{12843/000/00376215-2JB}

with third parties, mailing and other time, cost and expenses. After the Association has sent a Lot Owner the first Notice of Covenant Violation Letter, the Association may assess a reasonable administrative fee for sending any second and any subsequent Notice of Covenant Violation Letters sent to the Lot Owner for the same or substantially the same violation. The administrative fee for any second and subsequent Notice of Covenant Violation Letters is initially fixed at \$65.00 per letter. The Board of Directors of the Association shall have the right to adjust/increase this administrative fee from time to time. The second and any subsequent Notice of Covenant Violation Letters may not be sent more often than every twenty (20) days. The assessment of this administrative fee shall be in addition to and not in lieu of any other available remedies of the Association, including the recovery of all legal fees, costs and expenses.

The administrative fees for the Dues Statement Letter and the Notice of Covenant Violation Letter shall become delinquent and shall, together with interest, become a continuing lien on the applicable Lot and shall run with the Lot if not paid within thirty (30) days after the date of the issuance of the applicable letter. If the administrative fee for the Dues Statement Letter or the Notice of Covenant Violation Letter is not paid when due, notice of the lien may be recorded in the Recorder's Office and the Association shall have the right to recover the administrative fee against the Lot Owner personally and/or by foreclosing its lien, and pursuing any other remedy that is available to the Association for non-payment of any annual or special assessment, with the same force and effect as if the administrative fee for a Dues Statement Letter or a Notice of Covenant Violation Letter was a delinquent assessment as provided in the Declaration.

2. Except as expressly modified or amended by this First Amendment, all other terms and provisions of the Declaration remain unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment effective as of this 9th day of March, 2015.

"Declarant"

SJ Development Corp.,
an Indiana corporation

By: _____

~~Its President~~

Printed Name: Joseph L. Zehr

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Joseph L. Zehr, the President of SJ Development Corp., and acknowledged execution of the above and foregoing this 9th day of March, 2015.

My Commission Expires:
October 17, 2019

Resident of:
Allen County

Signature of Notary Public

Lisa A. Downey
Printed Name of Notary Public

This instrument prepared by VINCENT J. HEINY, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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/Vincent J. Heiny