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| Doc. No. | 203103071 |
| Receipt No. | 36044 |
| DCFD | 3.00 |
| MISL | 10.00 |
| MISL | 1.00 |
| Total | 14.00 |
| RECORDED | |
| 10/01/2003 15:28:25 | |
| RECORDER | |
| PATRICIA J CRICK | |
| ALLEN COUNTY, IN | |

**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
KENSINGTON DOWNS EAST VILLAS, SECTION II
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA**

Pursuant to the provisions of Article V, Section 36 of the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Kensington Downs East Villas, Section II, as recorded in Plat Cabinet E, page 39, and Document Number 990053426, in the Office of the Recorder of Allen County, Indiana, the undersigned Chestnut Group, Inc. does hereby make and effect the following change, alteration and modification in and to said Protective Restrictions, Covenants, Limitations, Easements and Approvals for Kensington Downs East Villas, Section II .

The following sections, Section 13, Section 14 and Section 15, were inadvertently omitted and shall be added to Article V:

Section 13. Building Exteriors, Landscaping and General Maintenance. The Villaminium Association will maintain the roof and exterior portion of each dwelling in good condition and repair, including painting, staining, repair and replacement of wood siding as necessary, removal of snow from driveways and sidewalks, and maintain the lawn and landscaping on each Lot. The Villaminium Association will maintain the lawn sprinkling system situated on the Lots. The frequency and manner of performance of such maintenance shall be determined solely by the Board of Directors of the Villaminium Association. The Villaminium 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. The Board of Directors of the Villaminium 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 or its successor in interest. In such event, the Villaminium Association shall keep and make available to each Lot Owner a drawing or other suitable record of such original landscaping which the Villaminium Association is to maintain. 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 which would otherwise fall within the maintenance responsibility of the Villaminium Association hereunder, subject to prior written approval from the Architectural Control Committee.

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

SEP 30 2003

03 16665
ALLEN COUNTY AUDITOR'S NUMBER

Elizabeth A. Glasser
AUDITOR OF ALLEN COUNTY



14

Section 14. Other Maintenance. Except to the extent of the Villaminium Association's responsibility for maintenance and repair as above provided, each Owner shall at his/her sole cost and expense maintain and repair his/her Lot and the improvements situated thereon, keeping the same in good condition and repair, including those items specifically excluded from the Villaminium Association's responsibilities and any other maintenance and repair responsibilities not expressly included among such responsibilities, as set forth above. In the event any Owner shall fail to maintain and repair his/her Lot and the improvements thereon as required hereunder, the Villaminium Association, in addition to all other remedies available to it hereunder or by law and without waiving any of said alternative remedies, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the dwelling units and any other improvements erected thereon; and each Owner (by acceptance of a Deed for his/her Lot) hereby covenants and agrees to repay to the Villaminium Association the cost thereof immediately upon demand. Such costs incurred and demanded by the Villaminium Association, together with interest, costs and reasonable attorney's fees, shall have the same status as both a continuing lien on the Lot and improvements and the personal obligation of the Owner as an assessment made under Article IV, Section 7 hereof, and the failure of any such Owner to pay the same shall carry with it the same consequences as a failure to pay such an assessment when due.

Section 15. Maintenance Easements. The Villaminium Association and the Owner of any Lot whose dwelling is constructed up to or within nine (9) feet of an interior Lot line shall have an access easement over a portion of the adjacent Lot which shall be five (5) feet in width measured from said Lot line, for the entire length of said Lot line separating the two Lots, for purposes of maintaining, replacing, and repairing the exterior of the dwellings so located. This access easement shall extend to the agents, employees, and independent contractors of either the Villaminium Association, the Owner, or both. Any damage to an adjacent Lot or landscaping on an adjacent Lot shall be repaired at the expense of the Villaminium Association, the Owner, or their respective agents, employees or independent contractors utilizing this easement.

Each Owner shall also have a permanent easement permitting roof structure which overhang and encroach upon the adjoining servient Lot, provided that construction of such roof structure is permitted and approved as elsewhere herein provided.

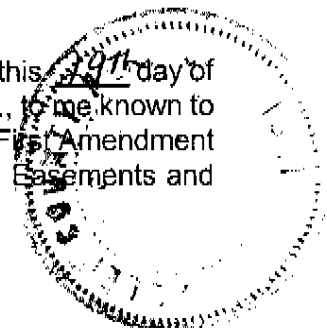
IN WITNESS WHEREOF, the undersigned has set his hand and seal this 29th day of July, 2003.

CHESTNUT GROUP, INC.

By: 
 Roger Delagrance, President

STATE OF INDIANA)
) §§:
 COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of July, 2003, personally appeared Roger Delagrance, President of Chestnut Group, Inc., to me known to be such officer of said corporation, and acknowledged the execution of the foregoing First Amendment to the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and

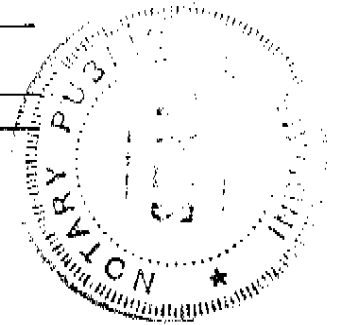


Approvals Appended to as Part of the Dedication and Plat of Kensington Downs East Villas, Section II, for and on behalf of said corporation and by its authority. WITNESS my hand and notarial seal.

My Commission Expires:

11-23-09

Holly R Lemler
Notary Public
Printed: Holly R Lemler
County of Residence: Allen



Prepared by:

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