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RECORDED: 02/17/2020 11:48:49 AM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

TITAN TITLE SERVICES, LLC

2020-08

**FIRST AMENDMENT TO THE
DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS, EASEMENTS, AND APPROVALS
OF THE PLAT OF LAKES OF LEO CREEK VILLAS, SECTION I,
ALLEN COUNTY, INDIANA**

[Cross-Reference to Document No. 2018014522]

The undersigned, being the Developer as that term is defined according to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of the Plat of Lakes of Leo Creek Villas, Section I, a subdivision in Allen County, Indiana, recorded as Document No. 2018014522 ("Covenants") in the Office of the Recorder of Allen County, Indiana ("Recorder's Office"), hereby approves this First Amendment to the Covenants.

RECITALS

A. Pursuant to Section 11.8 of the Covenants, the Developer has the unilateral right to amend the Covenants for a period of time as stated therein.

B. All matters in the Covenants not specifically changed by this Amendment shall remain the same in valid force and effect. In the case of a conflict between the Covenants and this Amendment, this Amendment shall control.

C. All terms capitalized in this Amendment shall have the same meaning as those ascribed in the defined terms of the Covenants, unless any contrary meaning to the term is clearly indicated in this Amendment.

The Developer wishes to amend the Covenants as follows:

AMENDMENT

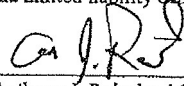
1. Section 6.1 and subsections 6.1.6, 6.1.7, and 6.1.8 of the Covenants in Lakes of Leo Creek Villas, Section I shall be deleted and replaced with a new section 6.1 as follows:

6.1 *Maintenance Obligations of the Villa Association.* The Association shall be responsible for the following (and only the following) maintenance, repairs, and installations in the Subdivision: (i) mowing and maintaining the front, side, and rear lawns of each Lot on a regular basis, (ii) fertilizing those lawns four times per year, (iii) mulching and edging the front landscape beds of each Lot once each year, (iv) removing snow and ice from sidewalks and driveways, and (v) maintaining and repairing the irrigation system so it functions properly for the intended purpose. Except as otherwise stated in Section 6.1, the frequency and manner of performance of the Villa Association's maintenance obligations shall be as reasonably determined by the Villa Board. An Owner shall be permitted to perform or cause to be performed, at the Owner's sole expense, such maintenance or repairs on the Owner's Lot that would otherwise be a maintenance responsibility of the Association under this Section 6.1, only with the prior written consent or approval of the Villa Board.

2. In case of a conflict with the Covenants and First Amendment, this First Amendment shall control. All other provisions of the Covenants not specifically changed in this First Amendment shall remain the same.

IN WITNESS WHEREOF, the undersigned Developer, pursuant to Section 11.8 of the Covenants has approved and agreed to this Amendment as of the 12th day of February 2020

LAKES OF LEO CREEK DEVELOPMENT, LLC,
an Indiana limited liability company

By: 
Anthony J. Reincke, Member

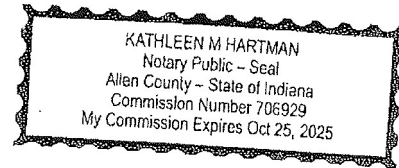
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 12th day of FEBRUARY, 2020, personally appeared Anthony J. Reincke, as a Member of Lakes of Leo Creek Development, LLC, an Indiana limited liability company, and acknowledged the execution of the above and foregoing document on behalf of said company for the purposes and uses set forth in this document.

My Commission Expires: _____

Kathleen M. Hartman
_____, Notary-Public

County of Residence: _____



APPROVAL OF ZONING AUTHORITY

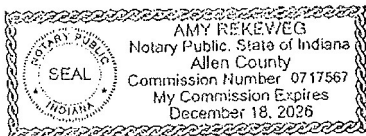
Pursuant to Section 11.7 of the Covenants, the approval of the Zoning Authority with jurisdiction over this matter shall be required for this Amendment to be effective. On the 3rd day of February, 2019, the Leo Plan Commission approved this First Amendment.

LEO CEDARVILLE PLAN COMMISSION

By: [Signature]

Printed Name: JOHN CLENDEREN

Title or Position: PLAN COMMISSION PRESIDENT



STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared John Clenderen, the President to the Leo Cedarville Plan Commission, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that the facts and matters set forth in it are true and correct.

Witness my hand and Notarial Seal this 3rd day of February, 2020 2019.

My Commission Expires 12/18/26
Resident of Allen County

Signature [Signature]
Printed Amy Rekeveg
Notary Public

This instrument prepared by Patrick R. Hess, Attorney at law, Beckman Lawson, LLP, 201 W. Wayne Street, Fort Wayne, Indiana 46802.

Return to: Beckman Lawson, LLP, 201 W. Wayne St., Fort Wayne, IN 46802

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, Patrick R. Hess.