

RECORDED  
 01/27/2004 15:23:18  
 RECORDER  
 PATRICIA J CRICK  
 ALLEN COUNTY, IN  
 Doc. No. 204006312  
 Receipt No. 2972  
 DCFD 3.00  
 MISL 8.00  
 MISL 1.00  
 Total 12.00

FIRST AMENDMENT TO THE  
 DEDICATION, PROTECTIVE RESTRICTIONS,  
 COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS  
 OF THE PLAT OF THE STONE CANYON, SECTION I,  
 A SUBDIVISION IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA

WASH 87-5351-0001 thru  
 0100

Equity Land Corp., an Indiana Corporation, by Orrin R. Sessions, its President, as Developer of Stone Canyon, Section I, a subdivision in Washington Township, Allen County, Indiana, according to the plat thereof, recorded on October 21, 2002, in Plat Cabinet E, page 127 and as Document No. 202085903 in the Office of the Recorder of Allen County, Indiana ("Subdivision"), pursuant to the provisions of Section 6.25.3 of the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of said Subdivision ("Covenants") recorded as Document #202085903 on October 21, 2002 in the Office of the Recorder of Allen County, Indiana, hereby amends said Covenants as follows:

1. This amendment applies to all Lots in the Subdivision, which Lots are numbered 1 through 100, inclusive.
2. The following Section 1.14 is added to Section 1:

"1.14 "Builder". An individual or entity who is licensed to build single-family residential dwellings in the State of Indiana, who or which is an Owner of a Lot in the Subdivision."

3. Section 4.1 is deleted and replaced with the following new Section 4.1:

"4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except Developer and Builder, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments shall be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by the grantee in the deed of conveyance. Notwithstanding any other provision herein to the contrary, Developer shall have the absolute and unrestricted right from time to time to temporarily exempt a Builder from the obligation to pay any Assessments or any lien for any Assessments on a designated Lot or Lots, such temporary exemption, if so granted by Developer, to terminate at the earlier of two (2) years from the date of acceptance of a deed from Developer by Builder; the date the Builder receives a certificate of occupancy for a residence constructed on the Lot or the date when the Builder conveys title to a successor."

4. The following Section 5.6 added to Section 5:

5.6 Fence Restrictions. Notwithstanding any other provisions to the contrary in this Section 5, the Committee will not approve construction or modification of any fence on Lots 85 through 100 inclusive which, in the Committee's sole opinion, would create a sight obstruction of any lake in the Subdivision.

03 30188  
 ALLEN COUNTY AUDITOR'S NUMBER

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

JAN 26 2004

*Elizabeth A. Glasser*  
 AUDITOR OF ALLEN COUNTY

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