



**SECOND AMENDMENT OF DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, AND EASEMENTS FOR MAJESTIC WATER VILLAS, SECTION ONE A VILLAMINIUM RESIDENTIAL SUBDIVISION ADDITION IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA**

This Amendment of the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, and Easements for Majestic Water Villas, Section One, a Villaminium Residential Subdivision Addition in Washington Township, Allen County, Indiana ("Amendment") is made effective as of the 15 day of February, 2019 ("Effective Date"), by PERFORMANCE PROPERTY GROUP, LLC, an Indiana limited liability company ("Developer"), and the undersigned Owners of Lots (collectively "Owners") in Majestic Water Villas, Section One (the "Subdivision").

**RECITALS**

A. Developer executed that certain Dedication and Declaration of Protective Restrictions, Covenants, Limitations, and Easements for Majestic Water Villas, Section One, dated December 1, 2014, and recorded on December 9, 2014 as Document Number 2014058779, in the Office of the Recorder of Allen County, Indiana and the First Amendment of Said Dedication and Declaration, dated July 14, 2016, and recorded July 20, 2016 as Document Number 2016038374, in the Office of the Recorder of Allen County, Indiana (the "Covenants").

B. Capitalized terms not otherwise defined in this Amendment shall have the same meanings given to them in the Covenants.

C. Article, VIII, Section 29 of the Covenants provides that an amendment to the Declaration of Covenants must be approved by a vote of not less than sixty-five percent (65%) of Owners. This Amendment shall be executed by the Developer who owns in excess of sixty-five percent (65%) of the total Lots.

D. Developer is the Owner of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 42, 49, 62, 63, 64, 65, 67, 68, 69, 70, 71, 72, 73, 74, 75, 77, 79, 80, 82, 83, 84, 86, 87, 88, 89, 90.

E. Developer who has signed this Amendment comprises of more than sixty-five percent (65%) of the Lots in the Subdivision.

F. Developer desires to amend the Covenants to amend the ~~payment terms~~ for Regular Assessments, and to eliminate the prohibition of "Nonowner Occupied Dwelling Units".

**2019007953**

**RECORDED: 02/19/2019 12:02:39 PM**

**ANITA MATHER**

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**ALLEN COUNTY RECORDER**

**FORT WAYNE, IN**

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## AMENDMENTS

Developer and the Owners amend the Covenants as follows:

1. **Article V, Section 4 (C)** of the Covenants is deleted in part and is replaced in part. Specifically the following term is deleted:

The Regular Assessment against each Lot, excepting the Lot Owners in Class B, shall be paid in advance in equal monthly installments commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year. Payment of the monthly installments of the Regular Assessments shall be made to the Board of Directors; provided, however, Lot Owners may elect to pay monthly assessments semi-annually or annually, in advance. At the election and option of the Board, the Regular Assessments may be required to be paid by the Lot Owners in advance in equal monthly instalments rather than quarterly installments. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

It is replaced with the following terms:

The Regular Assessment against each Lot, excepting the Lot Owners in Class B, shall be paid in advance in either 1 annual installment, or 2 bi-annual installements commencing on the first day of the first month of each fiscal year. Payment of the Regular Assessments shall be made to the Board of Directors, or Developer if the Developer still controls the maintenance of the Subdivision.

2. **Article VIII, Section 1** of the Covenants is deleted in its entirety.
  
3. **Article VIII, Section 29** of the Covenants is deleted in its entirety and is replaced with the following new Section 29:
  
4. **Effective Upon Recording.** This Second Amendment shall be effective upon its recordation in the Office of the Recorder of Allen County, Indiana.

IN WITNESS WHEREOF, this Second Amendment has been signed as of the Effective Date.

“DEVELOPER”

Performance Property Group, LLC  
an Indiana Limited Liability Company

BY:   
CHRISTOPHER BARTKUS

STATE OF INDIANA)

)SS:

COUNTY OF ALLEN )


Before me, a Notary Public, in and for said State and County, personally appeared Performance Property Group, LLC, by Christopher Bartkus, its Member Manager, who being first duly sworn and upon his oath, deposes and says that he has read the above and forgoing and affirms the truth of its contents.

Dated: 2-15-2019

My Commission Expires:

7-21-2024

# NP0688339

  
W. Randall Kammeyer Notary Public  
Resident of Allen County

This instrument prepared by W. Randall Kammeyer, Attorney No. 16439-49, Hawk, Haynie, Kammeyer & Smith, LLP, 16 East Berry Street, Lincoln Tower Suite 302, Fort Wayne, IN 46802, (260) 422-1515. 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. W. Randall Kammeyer.