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Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

Cross Reference: Instrument No. 200600065361 (Declaration of Covenants)
Instrument No. 200900047883 (Amendment to Declaration)
Instrument No. 201500029584 (Supplement For Area 2, Section 7)

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRITTON FALLS BY DEL WEBB**

This Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Britton Falls by Dell Webb (the "Amendment"), is made this 21st day of September, 2017 (the "Effective Date"), by PULTE HOMES OF INDIANA, LLC, an Indiana limited liability (the "Declarant").

WITNESSETH:

WHEREAS, Pulte Homes of Indiana, LLC, is the Declarant in that certain Declaration of Covenants, Conditions, and Restrictions for Britton Falls by Dell Webb recorded in the office of the Recorder of Hamilton County, Indiana on October 31, 2006 as Instrument No. 200600065361, as amended by that certain Amendment to Declaration of Covenants, Conditions, and Restrictions for Britton Falls by Del Webb recorded in the office of the Recorder of Hamilton County, Indiana on August 7, 2009 as Instrument No. 200900047883 (jointly, the "Declaration"); and

WHEREAS, as of the Effective Date, Declarant holds and controls title to a portion of the real estate legally described in Exhibit A and Exhibit B to the Declaration, and, as a result, the Development Period (as defined in the Declaration) has not yet expired; and

WHEREAS, pursuant to Section 17.2 of the Declaration, the Declarant, during the Development Period, may, without the consent of any Owners, Mortgagees, or the Association (all as defined in the Declaration), unilaterally amend the Declaration; and

WHEREAS, Declarant desires to amend the Declaration as provided in this Amendment.

NOW, THEREFORE, Declarant, in accordance with the provisions of the Declaration, makes this Amendment and hereby amends the Declaration as follows:

1. Global Amendment. Every use of the defined term "Town" in the Declaration is hereby deleted and replaced with the term "City", which shall mean the City of Fishers, Indiana or its successors.

2. Amendment of Section 4.16. The following shall be added to the end of Section 4.16 of the Declaration:

"Notwithstanding any other provision of this Declaration to the contrary, all trails and sidewalks, including ramps, located within public streets and rights-of-way shall be maintained and kept in good repair by the Association."

3. Amendment of Section 5.1(c). Section 5.1(c) of the Declaration is hereby deleted in its entirety and replaced with the following:

" (c) if, and to the extent required under applicable City ordinances, landscaping, street lights, sidewalks, paths, trails, ramps, and signage within the public rights-of-way abutting or located within the Properties;"

4. Amendment of Section 5.2. The next to last paragraph of Section 5.2, which begins with the clause "The Association may also maintain other property", shall be deleted and replaced with the following:

"The Association shall maintain, repair and replace, as circumstances dictate, sidewalks, trails, paths and ramps that it does not own that are located in public rights-of-way adjacent to any Lots or Common Area, the cost of which maintenance, repair and replacement shall be Common Expenses, except as specifically provided in this Section. The Association may also maintain, repair and replace, as circumstances dictate, other property, which it does not own, including without limitation, property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and if otherwise permitted by applicable law. Except as specifically provided in this Section, the costs of such maintenance, repairs and replacement of the Common Area shall be Common Expenses. The cost to repair or replace any damage caused to sidewalks, trails, paths and ramps that the Association owns or that the Association does not own that are located in public rights-of-way adjacent to any Lots or Common Area that are specifically attributable to an Owner or Resident, including that Owner's or Resident's agents,

employees, contractors, licensees, invitees and guests, shall be the responsibility of such Owner or Resident, and such Owner or Resident shall reimburse the Association for such costs within 30 days of receipt of an invoice or other demand from the Association for such reimbursement. Such reimbursement shall be assessed and incurred as Benefitted Assessments in accordance with Section 8.6.”

5. Amendment of Section 8.13(b). The clause “The fee shall equal 1/3 of one percent (1/3%)” in the first sentence of Section 8.13(b) of the Declaration is hereby deleted and replaced with the following clause: “The fee shall equal one percent (1%)”.

6. Amendment of Sections 8.15. The clause “shall be in the amount of two hundred forty-five dollars (\$245)” in the second sentence of Section 8.15 of the Declaration is hereby deleted and replaced with the following clause: “shall be in the amount as determined and established by the Board of Directors not to exceed four hundred fifty dollars (\$450)”.

7. Amendment of Sections 8.16. The clause “an amount of one hundred dollars (\$100)” in the first sentence of Section 8.16 of the Declaration is hereby deleted and replaced with the following clause: “an amount determined and established by the Board of Directors not to exceed four hundred dollars (\$400)”.

8. Definitions. Unless specifically provided for otherwise in this Amendment, capitalized terms used in this Amendment shall have the same meaning as provided in the Declaration.

9. Declaration Continuous. Except as expressly modified and/or amended by this Amendment, the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, as of the Effective Date, for filing of record in the Office of the Recorder of Hamilton County, Indiana.

[Signature Appears on Following Page]

