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Jill L. Jackson County Recorder
File 2013-018027

FIRST AMENDMENT TO THE COVENANTS AND BYLAWS OF
ABBEY VILLAS HOMEOWNERS ASSOCIATION, INC.

FIRST AMENDMENT TO THE BYLAWS OF
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THIS FIRST AMENDMENT TO THE BYLAWS OF ABBEY VILLAS HOMEOWNERS ASSOCIATION, INC. (the "Amendment") is made effective as of the 15th Day of July, In the year 2013 by the Board of Directors of Abbey Villas Homeowners Association, Inc., an Indiana not-for-profit Corporation (the "Association").

RECITALS:

WHEREAS, The Declarant has entered into the that certain Declaration of Covenants, Conditions and Restrictions of Abbey Villas recorded May 31, 2007 as Instrument Number 2007-01373 (the "**Declaration**") in the Office of the Recorder of Johnson County, Indiana provides for the Property (as defined in the Declaration) located in Johnson County, Indiana.

WHEREAS, The Declarant as of 1st day of December, 2012 has relinquished all voting rights and responsibilities associated with the Covenants, Conditions and Restrictions of Abbey Villas to the Abbey Villas Homeowners Association, Inc., thus eliminating all Class B Members Voting Rights. Furthermore the Declarant is to be referred to as the Exclusive Builder and giving up all voting rights and responsibilities associated with the Covenants, Conditions and Restrictions of Abbey Villas to the Abbey Villas Homeowners Association, Inc. Therefore eliminating in any previously filed Covenants **ARTICLE IV, SECTION 2(b)**.

WHEREAS, Effective forward Abbey Villas Homeowners Association Board of Directors the sole entity with the authority to amend, change or dictate the Covenants, Conditions and Restrictions of Abbey Villas.

ARTICLE I

The name of the corporation is Abbey Villas Homeowners Association, Inc., hereinafter referred to as the "**Association**". The Corporation shall be controlled by members and directors who are owners of lots in *Abbey Villas* Meeting or members and directors may be held at such places with the State of Indiana, County of Johnson, as may be designated by the Board of Directors.

ARTICLE IV

Section 4. Restrictions

(a.) **Lot Use:** Except as specifically permitted herein, all Lots shall be used for residential purposes and for occupancy by a Single Family. No non-residential building shall be erected on any Lot. An Owner may maintain an office in such Owner's residence provided all business meetings and transactions with the public shall be prohibited. No signs with the Owner's business can be erected on any Lot and no employee of Owner's business shall work out of the Owner's residence or anywhere on the Lot. No residence or any part of a Lot shall be leased or rented. All residence must be occupied by the Owner.

(b.) **Housing for Older Persons:** The Lots and homes constructed thereon shall be intended and operated for occupancy by persons of 55 years old or older. The Federal Fair Housing Act found currently at 42 U.S.C. 3607(b) and the Indiana Fair Housing Act found currently at Title 22 Chapter 9.5 of the Indiana Code, as either or both may be amended at anytime, are adopted and incorporated herein by reference. The Abbey Villas Homeowners Association shall monitor and control the sale, use and occupancy of Lots in Abbey Villas and operate and manage the Common Areas in strict compliance with all applicable provisions for the Federal and State Fair Housing Acts as they relate to housing for 55 years of age and older. The Association will adopt policy and procedures to ensure compliance with all relevant provisions if

the Federal and State Fair Housing Act. Abbey Villas is developed is intended as Duplex community for the sole use of senior, retired, professional, and/or "empty nester" couples or residents. No persons under nineteen (19) years of age shall stay overnight in any residence for more than ninety (90) days in any consecutive twelve (12) month period. All Lots in the development shall only have Duplex Units constructed on them. No individual, unattached residential Dwelling Units, or structures containing more than two (2) attached Dwelling Units shall be constructed on any Lot.

(c.) **Start of Construction:** All construction of a Dwelling or Residence must be started within twelve (12) months from the day the attached Lot A or B is sold whichever is the latter. Once construction is started on the Dwelling or Residence, construction must be completed and the Dwelling or Residence occupied by the Owner within twelve (12) months.

ARTICLE IX

Section 2. Maintenance by Corporation Relative to Lots/Dwelling Units:

Re: Lots. The Association shall maintain the lawns on the Owners Lot, including fertilizing, and mowing of grass. The Association is not responsible for replanting or reseeded of the grass, the care of fertilizing, trimming, removal and replacement of the trees, shrubs or flowers planted on the Owners Lots. The Association shall provide weekly trash removal. The Association may provide snow removal (but no ice removal) if funding exists for the removal of snow from the driveway and sidewalks or the Dwelling Units within the Lot if in the Board's sole determination the accumulation of snow justifies such removal. Any plantings by the Owners in or around sidewalk and driveway areas on which snow removal is performed by the HOA are planted at the Owners sole risk with no liability to the HOA.

Re: Dwelling. The Board, in its sole discretion, shall determine the need of the exterior painting of the Dwelling Unit and shall control the color, quality and selection of the paint used but the Owner is to provide such paint and painting to the Dwelling Units exterior.

ARTICLE X

Section 1. The **Architectural Control Committee** effective the 1st day of December, 2012 is formed by and controlled by the Abbey Villas Homeowners Association Board of Directors.

ARTICLE XVI

Section 1. Generally:

(f) **Recording:** Each amendment to the Declaration shall be executed by the President and Vice President of the Association and shall be recorded in the office of the Recorder of Johnson County, Indiana, and such amendment shall not become effective until so recorded.

IN WITNESS WHEREOF, I, being the President of Abbey Villas Homeowners Association, Inc., have hereunto set my hand this 19th Day of July In the year 2013.

[Signature]
Dana Distler

IN WITNESS WHEREOF, I, being the Vice President of Abbey Villas Homeowners Association, Inc., have hereunto set my hand this 15 Day of July In the year 2013.

[Signature]
Linda Baxter

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dana Distler and Linda Baxter who acknowledged the execution of the foregoing, and who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot, or property in Abbey Villas community and are mandatory members of the Abbey Villas Home Owners Association, Inc.

Witness my hand and Notarial Seal this 19th day of July, 2013

My Commission Expires:

2/2011

[Signature]
Notary Public

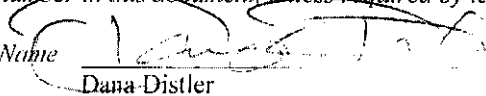
[Signature]

Printed
Resident of Johnson County

This instrument was prepared by: Dana Distler
3974 Kristi Way
Greenwood, IN 46142
(317) 887-0994

"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."

Name


Dana Distler