

062866

JOSEPH P. O'CONNOR  
MARION COUNTY ASSESSOR

2013 APR -5 P 4:02

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

A201300039666

04/05/2013 4:01 PM

JULIE L. VOORHIES  
MARION COUNTY IN RECORDER

FEE: \$ 28.50

PAGES: 5

By: SC

Cross reference: 2006-0053519; 2006-0069301; 2006-0099125

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
STONE BRIDGE

WHEREAS, the Stone Bridge was first established pursuant to the Declaration of Condominium of Stone Bridge, recorded in the Office of the Recorder of Marion County, Indiana on April 19, 2006 as Instrument No. 2006-0053519, (the "Declaration"), which included as Exhibit "F" thereto the Code of By-Laws of Stone Bridge and of Stone Bridge Homeowners' Association, Inc. (the "By-Laws"); and

WHEREAS, the Declarant recorded the Amended Declaration of Condominium of Stone Bridge in the Office of the Recorder of Marion County, Indiana on May 16, 2006 as Instrument No. 2006-0069301 and the First Supplemental Declaration of Condominium of Stone Bridge in the Office of the Recorder of Marion County, Indiana on June 29, 2006 as Instrument No. 2006-0099125; and

WHEREAS, the Declarant finds that the language of the Declaration, as amended contains a lack of clarity with regard to the respective maintenance responsibilities of the Co-owners and the Association; and,

WHEREAS, Section 20(g)(iv) allows the Declarant to amend the Declaration acting alone and without the consent or approval of the Co-owners, the Association, the Board of Managers, any Mortgagees or any other person, at any time prior to the Applicable Date if such amendment is made to clarify the Declarant's original intent; and,

WHEREAS, the Declarant finds that the Applicable Date has not yet passed pursuant to Section 3.2 of the By-Laws and that this amendment is necessary to clarify the intent of the Declarant;

NOW THEREFORE, the Declaration and By-Laws are amended to read as follows:

1. Section 13 of the Declaration is amended to read as follows:

13. Maintenance, Repairs and Replacements. Each Owner shall, at his expense, be responsible for the maintenance, repairs, decoration and replacement within his own Condominium Unit, except as may be provided herein or in the By-Laws. Each Owner shall promptly perform all maintenance or repair any defect occurring in his Condominium Unit which, if not repaired, might adversely affect any Condominium Unit, Common Area or



Limited Area. In the event that an Owner fails to perform any maintenance or repair that is reasonably necessary, in the discretion of the Board, to protect the Common Areas or the Limited Common Areas, or to preserve the appearance or value of the Property, or is otherwise in the interest of the general welfare of the Owners, the Board shall have the power to undertake such maintenance or repair, upon a resolution by the Board and reasonable written notice to the Owner of the Condominium Unit proposed to be repaired or maintained. The cost of any such maintenance or repair shall be assessed against the Condominium Unit on which such maintenance or repair is performed, and when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of the Condominium Unit, at which time such amount shall constitute an assessment and become immediately due and payable and a continuing lien and obligation of said Owner in all respects as provided in Article V of the By-Laws. Maintenance, repairs, replacements and upkeep of the Common Areas and Limited Areas shall be furnished by the Association as part of the Common Expenses, except as otherwise provided in this Declaration, a Supplemental Declaration, or the By-Laws.

The Board of Managers shall adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, and may amend and modify the same from time to time as it deems advisable, necessary or appropriate.

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into each individual Condominium Unit for the purpose of inspection of the Common Areas and Limited Areas appurtenant thereto and replacement, repair and maintenance of such Common Areas and Limited Areas.

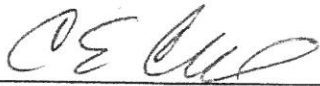
2. Section 5.7 of the By-Laws is amended to read as follows

Section 5.7 Maintenance and Repairs. Each Owner shall promptly perform all maintenance and repair within his own Condominium Unit, which, if neglected, would affect the value of the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for, the maintenance, repairs and replacements of his Condominium Unit, and all equipment serving the same. Such maintenance, repairs and replacements which each Owner is responsible to make personally and at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines which service the Owner's Condominium Unit only and are located within exterior walls of the Condominium Unit, including any lines in the area from below the floor to above the roof, if they are within an extension of the exterior walls of the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances, to include garbage disposals, dishwashers, stoves, ranges and refrigerators, telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the


Condominium Unit), doors, screens and windows (including exterior and interior of all glass and screen surfaces), lamps and interior and exterior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof.

If, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or to a Condominium Unit or Limited Area owned by or reserved for the use of others, or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. Maintenance, repairs and replacements to the Common Areas or the Condominium Units or Limited Areas shall be subject to the rules and regulations adopted from time to time by the Board.

PREMIER VILLAGES, LLC

By:   
C. E. Crouse, President *MEMBER*

ATTEST:

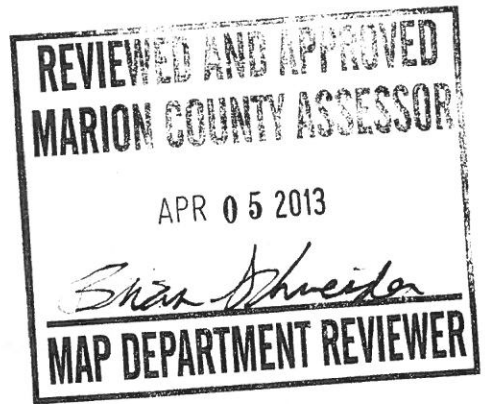
  
Richard Westlake, Vice President

COMMONWEALTH OF KENTUCKY  
COUNTY OF JESSAMINE

Acknowledged, subscribed and sworn to before me by C.E. Crouse, in his capacity as a member of Premier Villages, LLC, a Kentucky limited liability company, on behalf of said limited liability company, this the 27<sup>th</sup> day of March, 2013.

*Shirley S. Bort*  
Notary Public, Kentucky State-at-Large

8/31/14      1426291  
My Commission Expires/Notary ID#



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

he I, Robin S. Richards, a Notary Public in and for the County and State aforesaid, do hereby certify that Premier villages LLC, ~~by and through its President, C. E. Crouse and its Vice President, Richard Westlake~~, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ~~they~~ signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_ 2013.

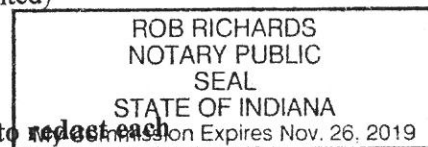
I reside in JOHNSON  
County, Indiana

Robin S. Richards  
Notary Public (Signed)

ROBIN S. RICHARDS  
Notary Public (Printed)

My Commission Expires:

Nov. 26, 2019



I affirm under the penalties for perjury that I have taken reasonable care to ~~redact each~~ Social Security Number in this document as required by law.

Stephen R. Buschmann  
STEPHEN R. BUSCHMANN

This document prepared by Stephen R. Buschmann, Thrasher Buschmann & Voelkel, P. C., 151 N. Delaware Street, Suite 1900 Indianapolis, Indiana 46204.

Return copies of this document to: Stephen R. Buschmann, Thrasher Buschmann & Voelkel, P. C., 151 N. Delaware Street, Suite 1900 Indianapolis, Indiana 46204.