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Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented



AMENDMENT TO
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP FOR
COUNTRY FIELDS AT FISHERS
HORIZONTAL PROPERTY REGIME

WHEREAS, the Country Fields at Fishers Horizontal Property Regime was originally created and formed pursuant to a certain Declaration of Horizontal Property Ownership for Country Fields at Fishers Horizontal Property Regime recorded in the Office of the Recorder of Hamilton County, Indiana on March 18, 1999 as Instrument No 9909916931, which Declaration has been amended on Nineteen (19) occasions to add property to the Condominium development (collectively hereinafter referred to as the "Declaration");

WHEREAS, the Declaration may be amended with the consent and approval of not less than seventy-five percent (75%) of the voting power of the Owners with appropriate notice to the Eligible Holders of First Mortgage Liens on the Condominium Units; and,

WHEREAS, after proper notice was provided to all persons entitled to such notice, more than seventy-five percent (75%) of the voting power of the Condominium Unit Owners have approved the following amendment to the Declaration;

NOW THEREFORE, the Section 5.07 of the Declaration is amended to read as follows:

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Condominium Unit which, if neglected, would affect the value of the Property or which could result in damage to the Common Areas or to a Condominium Unit or Limited Area owned by or reserved for the use of others. 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 Limited Areas as applicable, 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, waterlines, 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, garage 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, or of an Owner's pet or automobile, or if due to the failure of an Owner perform all necessary maintenance and repair within his own Condominium Unit, 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 a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation'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.

To the extent that equipment, facilities and fixtures within any Condominium Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas, then the use thereof by the owner of such Condominium Unit shall be subject to the rules and regulations adopted from time to time by the Board. The authorized representatives of the Corporation or Board of Directors or the Managing Agent for the Corporation, shall be entitled to reasonable access to any Condominium Unit as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or Limited Areas or any parts thereof, or any equipment, facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas.

Country Fields at Fishers Homeowners Association, Inc.

By:

Lynn Iler, President

ATTEST:

Judy Gibson, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Country Fields at Fishers Homeowners Association, Inc., by and through its President, Lynn Iler and its Secretary, Judy Gibson, 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 corporation for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 5 day of MAY 2010.

I reside in HAMILTON
County, Indiana

[Signature]
Notary Public (Signed)

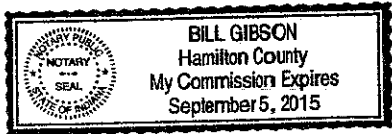
My Commission Expires:

SEP 5 2015

Bill GIBSON
Notary Public (Printed)

AFFIDAVIT OF MAILING
NOTICE TO FIRST MORTGAGEES

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)



After being first duly sworn under oath, Judy Gibson, the Secretary of Country Fields at Fishers Homeowners Association, Inc., hereby deposes and says she has mailed a copy of the foregoing Amendment to Declaration of Horizontal Property Ownership for Country Fields at Fishers Horizontal Property Regime by certified United States mail to all holders of first mortgages of record entitled to such notice on this 5 day of May, 2010.

[Signature]
Judy Gibson, Secretary

Before me, a Notary Public for the above County and State, personally appeared Judy Gibson, the Secretary of Country Fields at Fishers Homeowners Association, Inc., and after being duly sworn under oath, acknowledged the execution of the foregoing Affidavit of Mailing Notice to First Mortgagees and stated the statements in said Affidavit are true.

Witness my hand and Notarial Seal this 5 day of May 2010.

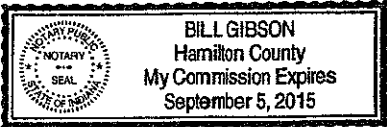
I reside in HAMILTON
County, Indiana

[Signature]
Notary Public (Signed)

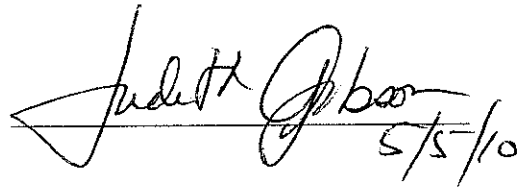
My Commission Expires:

SEP. 5 2015

Bill GIBSON
Notary Public (Printed)



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.

 Judith J. Bacon
5/5/10

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.