
Cross-Reference:

The Landing at Valley Lakes, Declaration, Instrument #00-012105
The Commons at Valley Lakes, Declaration, Instrument #02-013412
Waterstone at Valley Lakes, Declaration, Instrument #9624097
Waterstone at Valley Lakes, First Amendment to Declaration, Instrument #9715153
Waterstone at Valley Lakes, Third Amendment to Declaration, Instrument #04015578
Waterstone at Valley Lakes, Third Amendment to Declaration, Instrument #05004823
Easement and License of Use to Amenities, Instrument #04022199

**FIRST AMENDMENT
TO
EASEMENT AND LICENSE OF USE TO AMENITIES**

This First Amendment to Easement and License of Use to Amenities ("First Amendment") is entered into by The Commons at Valley Lakes Homeowners Association, Inc. ("The Commons"), The Landing at Valley Lakes Homeowners Association, Inc. ("The Landing"), and Waterstone at Valley Lakes Homeowners Association, Inc. ("Waterstone") on _____, 2019.

INTRODUCTION

The Developer of the Valley Lakes community, Cedar Run Limited, Inc. ("Cedar Run") created and recorded an Easement and License of Use to Amenities ("Easement") on August 2, 2004, as Instrument #04022199 in the Office of the Recorder of Tippecanoe County, Indiana.

The Easement was for the express purpose of establishing a non-exclusive easement and license in favor of the Lot Owners, and their successors and assigns, within The Commons, The Landing, and Waterstone communities to use the Amenities located in The Commons subdivision.

The parties now wish to amend the Easement to clarify certain terms within the Easement document, including the payment of the Annual Fee to pay for the maintenance, repair and replacement of the Amenities ("Annual Fee").

Therefore, the Easement is amended to state as follows:

1. Maintenance of the Amenities. The Commons will have the responsibility for the maintenance, repair and replacement of the Amenities. The Commons may also adopt reasonable rules regarding the use of the Amenities by Owners and their guests.

2. Inspection of Records. The Board of Directors of The Landing may request in writing served upon The Commons to inspect the financial records, including all contracts, invoices, bills, receipts, and bank records, of The Commons as they relate to the maintenance, repair and replacement of the Amenities, and the Board of Directors of The Landing has the right to inspect the minutes from any meeting where the maintenance, repair and replacement of the Amenities is to be or has been discussed upon the written request of The Landing Board of Directors.

3. Annual Fee. The Annual Fee will be determined, or set, by The Commons. The Annual Fee is based on the actual maintenance and replacement costs and all other related expenses, including, but not limited to, real estate taxes, if any, insurance, and establishing a proper reserve account for future or unforeseen expenses. The Commons and The Landing communities are responsible for paying their respective portion of the Annual Fee. The Commons will notify The Landing of the amount per Lot Annual Fee assessment to be charged each year on or before October 15th for the upcoming calendar year.

4. Increases in the Annual Fee. The proposed Annual Fee cannot be increased more than fifteen percent (15%) over the Annual Fee of the current fiscal year's Annual Fee unless the increase is approved by the Board of Directors for both The Commons and The Landing.

5. Payment of Annual Fee. The Landing will pay its portion of the Annual Fee for the current calendar year to The Commons by May 1st of each calendar year. At the same time The Landing pays its portion of the Annual Fee, The Landing will also provide The Commons with a list of Owners in The Landing who have not paid the Amenities Annual Fee so The Commons may withhold those Owners' pool cards or fobs. If The Landing fails to pay its portion of the Annual Fee by May 1st, then a 2.5% monthly late fee based on the outstanding portion of the Annual Fee owed by The Landing will be assessed to the outstanding balance. If the full Annual Fee is not paid by The Landing by July 1st, then The Commons may take legal action to collect any outstanding balances of the Annual Fee owed to it by The Landing. If legal action becomes necessary, The Landing will also be responsible for reimbursing The Commons its expenses, costs, and reasonable attorney fees incurred in the collection action.

6. Collection of Annual Fee by Each Association. The Annual Fee will be paid on a pro-rata basis by the Lot Owners living in The Commons and The Landing communities. The Commons and The Landing will be responsible for collecting from its respective Owners each Owner's pro-rata share of the Annual Fee as part of that respective Association's assessments as set forth in Article XVIII in the Declaration of Covenants, Conditions, Commitments, Restrictions, Easements, Assessments of The Commons at Valley Lakes and the Declaration of Covenants, Conditions, Commitments, Restrictions, Easements, Assessments of The Landing at Valley Lakes.

7. Distribution of Pool Cards or Fobs. All unused pool cards or fobs, yearly pool applications and an accurate recording of all pool cards or key fobs will be kept by The Commons and handed out to the Lot Owners by The Commons following receipt of the Annual Fee.

8. Removal of Waterstone. The Commons, Landings, and Waterstone agree, pursuant to the Third Amendment to the Declaration of Covenants, Conditions, Commitments, Restrictions, Easements, Assessments of Waterstone at Valley Lakes, Phase I, II, III, recorded on June 1, 2004, as Instrument #04015578, and recorded again on March 7, 2005, as Instrument #05004823, both in the Office of the Recorder of Tippecanoe County, Indiana, that the Lot Owners in Waterstone are hereby removed from the Easement Agreement and will not be included in the computation of each individual Lot Owner's pro-rata amount of the Annual Fee. However, per the Amendments recorded in 2004 and 2005, the Lot Owners in Waterstone may individually elect to use the Amenities and will be granted an Associated Membership to use the Amenities. Any Waterstone Lot Owner electing to use the Amenities will be obligated to pay directly to The Commons a Membership Fee in the same amount as the pro-rated share of the Annual Fee paid by the Owners in The Commons and The Landing.

9. Insurance. The Commons is to be named as an additional insured under The Landing's liability insurance policies; likewise, The Landing is to be named as an additional insured under The Commons' liability insurance policies. The Landing and The Commons agree to provide certificates of insurance showing this coverage upon the request of the other.

10. Enforcement. If a court action or lawsuit becomes necessary to enforce this First Amendment or the original Easement agreements, the party that prevails in the action or lawsuit will be entitled to recover its reasonable attorney fees and costs from the non-prevailing party.

11. Integration. This Agreement represents the entire agreement between The Commons, The Landing, and Waterstone, and may only be modified or amended by a written instrument signed, executed and dated by The Commons and The Landing, except for changes to Paragraph 8 of this Agreement which must be signed, executed and dated by The Commons, The Landing and Waterstone, after the date of this Agreement.

12. Recording This Document. Original and amended copies of this document, including added signatures, will be recorded by The Commons.

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WATERSTONE AT VALLEY LAKES HOMEOWNERS ASSOCIATION, INC.

Printed Name: _____
President

STATE OF INDIANA)
)
COUNTY OF TIPPECANOE)

Before me a Notary Public in and for said County and State, personally appeared _____, President of Waterstone at Valley Lakes Homeowners Association, Inc., who acknowledged execution of the foregoing First Amendment to Easement and License of Use to Amenities, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this _____ day of _____, 2019.

Notary of Public – Signature

County of Residence

Printed

Date Commission Expires

I hereby 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. –David E. Jacuk

This document was prepared by and should be returned to:
David E. Jacuk, TANNER LAW GROUP, 6125 S. East St., Suite A, Indianapolis, IN 46227

THE LANDING AT VALLEY LAKES HOMEOWNERS ASSOCIATION, INC.

Jonathan M. Ricketts
Printed Name: Jonathan Ricketts
President

STATE OF INDIANA)
)
COUNTY OF TIPPECANOE)

Before me a Notary Public in and for said County and State, personally appeared Jonathan M Ricketts, President of The Landing at Valley Lakes Homeowners Association, Inc., who acknowledged execution of the foregoing First Amendment to Easement and License of Use to Amenities, and who, having been duly sworn, stated that the representations contained herein are true.

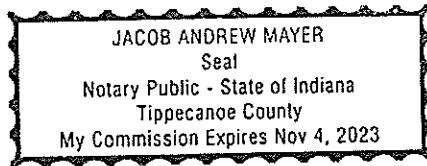
Witness my hand and Notarial Seal of this 22 day of May, 2019.

[Signature]
Notary of Public - Signature

Tippecanoe
County of Residence

Jacob Andrew Mayer
Printed

11/4/2023
Date Commission Expires



THE COMMONS AT VALLEY LAKES HOMEOWNERS ASSOCIATION, INC.

Joseph Straley
Printed Name: Joseph Straley
President

STATE OF INDIANA)
)
COUNTY OF TIPPECANOE)

Before me a Notary Public in and for said County and State, personally appeared Joseph Straley, President of The Commons at Valley Lakes Homeowners Association, Inc., who acknowledged execution of the foregoing First Amendment to Easement and License of Use to Amenities, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 6 day of March, 2019.

Alanna R Westjohn
Notary of Public – Signature

Tippecanoe
County of Residence

Alanna R Westjohn
Printed

January 10, 2027
Date Commission Expires

