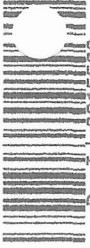


2022-25583

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
12/08/2022 11:33 AM
AS PRESENTED

AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OWNERSHIP, RESTRICTIONS
AND COVENANTS FOR LARIMER VILLAGE
CONOMINIUMS, INC.

88-14429



DocId:8315523
Tx:4220218

NOW, THEREFORE, the Association hereby amends the (2015-11346) Amended and Restated Declaration of Condominium Ownership, Restrictions and Covenants for Larimer Village Condominiums, Inc., as follows:

Article IV, Section 4.12 is amended by changing the language of Residential Use Only to...

“Except as permitted by Rules and Regulations adopted by the Board, each Unit shall be used only as a residence by a Single Family, defined as spouse, significant other, children, and parents. Each garage shall be used only for parking vehicles and for approved storage purposes, and not industry, business, trade, occupation, or profession of any kind shall be conducted, maintained, or permitted on any part of the Premises. Any exception to this By-Law must be approved by a super-majority vote (4) of the Larimer Village Board of Directors.”

- (a) Require the owner to remove the addition, alteration or improvement and restore the Unit Exterior to its original condition all at the Owner's expense;
- (b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

4.11 Damage Caused by Owner. If, due to the act of or the neglect of an Owner or a member of his Family or household pet or of a guest or other authorized occupant or invitee of such Owner, damage shall be caused to a part of the Premises and maintenance, repairs or replacements shall be required 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 Board, to the extent not covered by insurance, if any, carried by the Larimer Village Condominiums, Inc.

4.12 Residential Use Only. Except as permitted by Rules and Regulations adopted by the Board, each Unit shall be used only as a residence by a Single Family, defined as spouse, significant other, children, and parents. Each garage shall be used only for parking vehicles and for approved storage purposes, and not industry, business, trade, occupation, or profession of any kind shall be conducted, maintained, or permitted on any part of the Premises. *Any exception to this By-Law must be approved by a super-majority vote (4) of the Larimer Village Board of Directors.*

4.13 No Signs. Intentionally omitted. Se Rules and Regulations.

4.14 Pets. Intentionally omitted. Se Rules and Regulations.

4.15 Structural Impairment. Nothing shall be done in on, or to any part of the Premises which would impair the structural integrity of any building or structure located on the Premises.

4.16 Proscribed Activities. No noxious or offensive activity shall be carried on in the Premises and nothing shall be done in the Premises, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Units.

4.17 Unsightly Uses, Parking and Seasonal Decorations. Intentionally omitted. Se Rules and Regulations.

4.18 Rules and Regulations. The use and enjoyment of the Units shall be subject to reasonable rules and regulations duly adopted by the Board from time to time; provided that no rule or regulation shall be effective unless and until at least ten (10) days notice thereof is given to all Owners.

ARTICLE V

COMMON EXPENSES-MAINTENANCE FEE

5.01 Preparation of estimated Budget. Each year on or before November 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, contingencies

