

#205075880
Recorded
11/17/2005 14:29:10
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN
Receipt No. 35912
DCFD 3.00
MISL 14.00
MISL 1.00
Total 18.00

**SECOND AMENDMENT
TO
THE DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AS PART OF THE DEDICATION AND PLAT OF
CHERRY HILL, SECTION X
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA**

Pursuant to the provisions of Article VII, Section 35, of the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Cherry Hill, Section X, as recorded in Plat Cabinet D, page 9, Document Number 980011280 in the Office of the Recorder of Allen County, Indiana, the undersigned current Lot Owners, do hereby make and effect the following change, alteration and modification in and to said Protective Restrictions, Covenants, Limitations, Easements and Approvals for Cherry Hill, Section X:

Article VI, Section 1, shall be amended to the following:

Section 1. Building Exteriors, Landscaping and General Maintenance. The Villaminium Association will be responsible for removal of snow from driveways and sidewalks. The Villaminium Association will maintain the lawn and landscaping on each Lot and will maintain the lawn sprinkling system situated on the Lots. The frequency and manner of performance of such maintenance shall be determined solely by the Board of Directors of the Villaminium Association. The Villaminium Association shall not be responsible for the repair or maintenance of the roof and exterior portion of each Dwelling Unit and the Villaminium Association shall not be responsible for the repair or maintenance of decks and screened-in porches, any concrete on a Lot, or yard lights and other exterior lights, including replacement of bulbs, nor for window washing and glass replacement. The Board of Directors of the Villaminium Association may, at its option by appropriate resolution, transfer to each Lot Owner the maintenance responsibility for that portion of the lawn and/or landscaping on each Lot which was not initially installed or planted by the Developer. Each Lot Owner shall be permitted to perform or cause to be performed at the Owner's sole expense, maintenance of any dwelling on his/her Lot which would otherwise fall within the maintenance responsibility of the Villaminium Association hereunder, subject to prior written approval from the Architectural Control Committee.

Article VI, Section 2, shall be amended to the following:

05-19499
ALLEN COUNTY AUDITOR'S OFFICE

AUDITOR'S OFFICE
Duly entered for taxation. Subject
to final acceptance for transfer.

NOV 17 2005

Elizabeth A. Glaser
AUDITOR OF ALLEN COUNTY

Richard J. [Signature]

Section 2. Other Maintenance. Except to the extent of the Villaminium Association's responsibility for maintenance as above provided, each Owner shall at his/her sole cost and expense maintain and repair his/her Lot and Dwelling Unit and the improvements situated thereon, keeping the same in good condition and repair, including those items specifically excluded from the Villaminium Association's responsibilities and any other maintenance and repair responsibilities not expressly included among such responsibilities, as set forth above. Such Owner's responsibilities shall include, but not be limited to, maintenance of the roof and the exterior portion of the Dwelling Unit, including painting, staining, and the repair and replacement of siding. In the event any Owner shall fail to maintain and repair his/her Lot and the improvements thereon as required hereunder, the Villaminium Association, in addition to all other remedies available to it hereunder or by law and without waiving any of said alternative remedies, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the dwelling units and any other improvements erected thereon; and each Owner (by acceptance of a Deed for his/her Lot) hereby covenants and agrees to repay to the Villaminium Association the cost thereof immediately upon demand. Such costs incurred and demanded by the Villaminium Association, together with interest, costs and reasonable attorney's fees, shall have the same status as both a continuing lien on the Lot and improvements and the personal obligation of the Owner as an assessment and the Association shall have the same remedies as made under Article V, Section 11 hereof, and the failure of any such Owner to pay the same shall carry with it the same consequences as a failure to pay such an assessment when due.

IN WITNESS WHEREOF, the undersigned Owners have set their hands and seals as of this
3rd, 7th, day of November, 2005.
13th, 16th

Lot 283:

William Vanderford

Lot 284:

Jane Reed
Jane Reed

Lot 285:

Donald Delagrang
Donald Delagrang

Gloria Delagrang
Gloria Delagrang

Lot 286:

Donald Phillips
Donald Phillips

Ruth Phillips
Ruth Phillips

Lot 287:

Wayne Lantz
Wayne Lantz

Joanne Lantz
Joanne Lantz

Lot 288:

Sally Rhodes

Lot 289:

Michael Berry
Michael Berry

Donna Abbott
Donna Abbott

Lot 290:

Susan Berry
Susan Berry

Lot 291 and 292: Colonial Development, Inc.

By: Craig Yoder

Its: Vice-President

Lot 293:

Gloria Jeppson
Gloria Jeppson

Lot 294:

Arthur W. Friedel
Arthur W. Friedel

Lot 295:

Roger Federspiel
Roger Federspiel

Lot 296:

Roger Federspiel
Roger Federspiel

Lot 297:

Michael Watkins
Michael Watkins

Lot 298:

Terry Roseberry
Terry Roseberry

Lot 299:

Robert Thompson
Robert Thompson

Lot 300:

Michael Maraldo
Michael Maraldo

Lot 301:

Gail Watkins
Gail Watkins

Cindy Roseberry
Cindy Roseberry

Sandy Thompson
Sandy Thompson

Patricia Maraldo
Patricia Maraldo

Julie Irving
Julie Irving

STATE OF INDIANA)

) §§:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of November, 2005, personally appeared Craig Yoder, Terry Roseberry
and Cynthia Roseberry

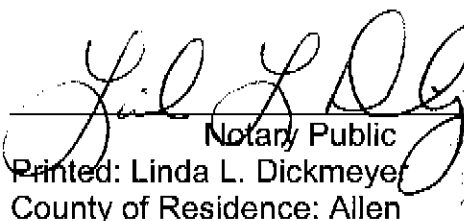
and acknowledged the execution of the foregoing Second Amendment to the Dedication and Declaration

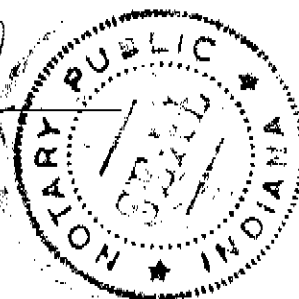
of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Cherry Hill, Section X for and on behalf of said corporation and by its authority.

WITNESS my hand and notarial seal.

My Commission expires:

August 3, 2009


Notary Public
Printed: Linda L. Dickmeyer
County of Residence: Allen



STATE OF INDIANA)
) §§:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 13th & 7th day of November, 2005, personally appeared Jane Reed, Donald Delagrance, Gloria Delagrance,
7th: Donald Phillips, Ruth Phillips, Wayne Lantz, Joanne Lantz, Donna Abbott, Gloria
Jeppson, Arthur W. Friedel, Patricia Maraldo

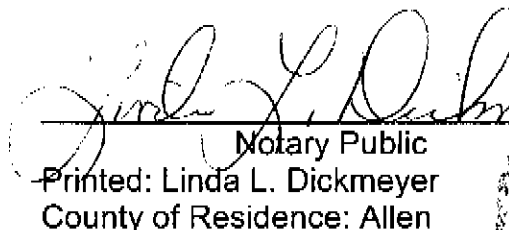
13th: Michael Maraldo

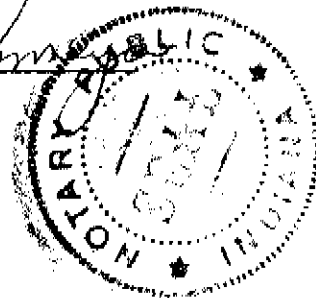
and acknowledged the execution of the foregoing Second Amendment to the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Cherry Hill, Section X for and on behalf of said corporation and by its authority.

WITNESS my hand and notarial seal.

My Commission expires:

August 3, 2009


Notary Public
Printed: Linda L. Dickmeyer
County of Residence: Allen



STATE OF INDIANA)
) §§:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of November, 2005, personally appeared _____
Michael Berry, Susan Berry, Roger Federspiel, Ann Federspiel, Julie Irving,
Robert Thompson, Sandy Thompson

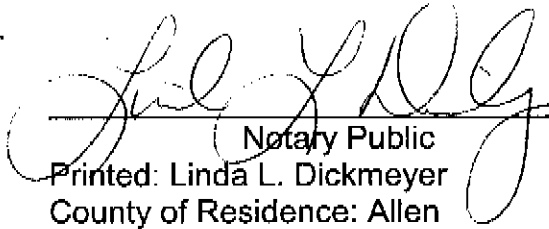
and acknowledged the execution of the foregoing Second Amendment to the Dedication and Declaration

of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Cherry Hill, Section X for and on behalf of said corporation and by its authority.

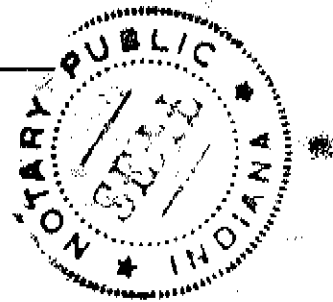
WITNESS my hand and notarial seal.

My Commission expires:

August 3, 2009



Notary Public
Printed: Linda L. Dickmeyer
County of Residence: Allen



Prepared by:

Dennis D. Sutton, Attorney I.D. No. 764-02
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Fort Wayne, IN 46802 260.426.1300