

**SECOND AMENDMENT TO DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
OF MILL CREEK VILLAS
A SUBDIVISION IN ST. JOE TOWNSHIP ALLEN COUNTY, INDIANA**

The undersigned duly elected and authorized Secretary and President of Mill Creek Villas Community Association, Inc., an Indiana non-profit corporation (the "Association"), in accordance with the applicable restrictions and covenants, first recorded July 21, 1997, hereby certify that by the authority of a vote of more than Seventy-Five percent (75%) of eligible membership of the association, now amend and modify the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of Mill Creek Villas, recorded in Plat Cabinet C, Page 169, as Document Number 970039045 in the Allen County Recorder's office and as amended on February 7, 2000, recorded as Document Number 200007160, in the following particulars:

1. Section 8.2(a) of said Restrictions is deleted in its entirety, and is replaced by inserting the following provisions:

- (a) The maintenance of all landscaping, vegetation, and grass, in the common area as well as the mulching and edging of the mulch beds in the front of each Unit. If any plants, trees or vegetation in front of each Unit requires replacement, it shall be the responsibility and expense of the Owner of the applicable Unit to make such replacement, subject to the prior approval of the Architectural Committee.

2. Section 10.1 of said Restrictions is deleted in its entirety, and is replaced by inserting the following provisions:

No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Unit, as originally constructed and approved by the Committee, be altered, changed, repaired or modified unless prior to the commencement of an work thereof, two complete plans and specification therefor, including but not limited to exterior colors, materials and decorations, and also including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the Architectural Committee. The fore going prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit. The Architectural Committee shall have thirty

(30) days to approve said plans and specifications in writing before any work may begin. If additional information and clarification is requested by the Architectural Committee, the Architectural Committee shall be afforded an additional fifteen (15) days (from receipt of such information) to consider said plans for approval.

3. Section 12.6 of said Restrictions is deleted in its entirety, and is replaced by inserting the following provisions:

No sign of any kind, including promotional flags, banners, pennants, of any material, shall be displayed to the public view on a Lot or Unit, except signs used by a Realtor to advertise the home for sale. This includes advertisements for contractors, schools, products, etc. The only exceptions are the American flag (which must be attached to the garage wall opposite the house number wall, or on the Lot lamp post – damage to the post will be the homeowner’s responsibility to repair – no vertical flag poles), and seasonable garden flags which may be displayed on a Lot or Unit. The seasonal garden flags must NOT show any derogatory, anti-religious or obscene pictures or language.

4. Section 12.7.2 of said Restrictions is deleted in its entirety, and is replaced by inserting the following provisions:

The practice of leasing Units shall be considered as a business activity under Section 12.7.

5. Section 12.17.1 of said Restrictions is deleted in its entirety, and is replaced by inserting the following provisions:

For the purpose of maintaining the congenial and residential character of Mill Creek Villas and for the protection of the Owners with regard to financially responsible residents, lease of a Unit by an Owner, shall not be allowed. Each Unit shall be occupied as a single-family residence by an Owner and/or their immediate family.

6. Section 12.17.2 of said Restrictions is deleted in its entirety, and is replaced by inserting the following provisions:

No Unit may be subdivided into more than one Unit. Only entire Units may be sold or otherwise transferred.

APPROVALS

IN WITNESS WHEREOF, the undersigned titleholders and fee simple Lot Owners in the Mill Creek Villas do hereby execute this Amendment as their free and voluntary act and hereby approve the same.

Dated: _____

Owner Lot No. _____

Dated: _____

Owner Lot No. _____

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Owner Lot No. _____

[illegible]

Before me, a Notary Public in and for said State and County, on the _____ day of _____, 2021, personally appeared the following individuals who acknowledged the execution of the foregoing document on the respective date noted opposite their respective signatures:

[illegible]

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

(Signature of Notary Public)

(Printed Name of Notary Public)

My commission expires: _____

Resident of Allen County

I 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.

/s/ Michael D. Hawk

Prepared by: Michael D. Hawk, #22386-02, Hawk, Haynie, Kammeyer & Smith, LLP,
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