

**AMENDMENT TO THE PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS, AND EASEMENTS FOR VILLAGE OF BUCKINGHAM,
SECTION II, A SUBDIVISION IN ST. JOSEPH TOWNSHIP,
ALLEN COUNTY, INDIANA**

Village of Buckingham, Section II, Villas Association, Inc. ("Villas Association"), hereby declares this to be an Amendment to the Protective Restrictions, Covenants, Limitations and Easements ("Restrictive Covenants") effecting all of the subdivided real estate and lots located within Village of Buckingham, Section II, Villas Association, a subdivision in St. Joseph Township, Allen County, Indiana.

RECITAL

The original Restrictive Covenants for Lots 98-155 in Village of Buckingham, Section II, were recorded with the Office of the Recorder of Allen County, Indiana as Document No. 93-47778 in Plat Cabinet 13, page 180. Those Restrictive Covenants were amended by an amendment recorded October 4, 1999 as Document 990071000, and by an amendment recorded on September 28, 1994 as Document No. 94-056244 with the principal intent and purpose, among others, to apply the Restrictive Covenants solely to the Villas Association, namely those Dwelling Units located on Lots 124 through 151 of Village of Buckingham, Section II. The Restrictive Covenants were again amended and supplemented by amendment recorded on June 11, 2003 as Document No. 20358866.

DECLARATION OF AMENDMENT

Article VI, Sections 1 and 33 of the Restrictive Covenants of Village of Buckingham, Section II, Villas Association, Inc. are hereby amended as follows:

Section 1 of Article VI shall be and hereby is amended to state as follows:

"Section 1. No Lot shall be used and occupied except for residential purposes by its Owners. No building shall be erected, altered, placed or permits to remain on any Lot which shall exceed two (2) stores in height. Each Dwelling Unit shall include not less than a two-car garage which shall be built as part of

said structured and attached thereto. All Dwelling Units shall be used exclusively for residential purposes and for residential occupancy by a single family. No Dwelling Unit shall be leased or otherwise used as a rental property, occupied by anyone other than the Owner, except as permitted hereinafter. Dwelling Units which are leased as of the effective date of this Amendment shall be permitted to be rented until the expiration of the current lease term, at which time such Dwelling Unit shall revert back to the Owner and shall be Owner-occupied thereafter; provided, however, if a Dwelling Unit has been leased for a period of five (5) years prior to the effective date of this amendment, such lease may continue for a period of seven (7) years and then the Dwelling Unit must be revert back to the Owner and be Owner-occupied thereafter. The Board of Directors of the Villas Association may request a complete copy of any existing lease. A Contract for Conditional Sale of Real Estate ("Contract") executed by an Owner and a prospective purchaser of a Dwelling Unit shall not be deemed a "rental property" under this Section 1 if (a) the prospective purchaser pays at least ten percent (10%) or more of the purchase price as a down payment and the remaining unpaid purchase amount is paid in full, by a balloon payment or otherwise, within fifteen (15) years of the date of the sale, and (b) the proposed Contract for Conditional Sale of Real Estate is approved by the Board of the Villas Association prior to its execution.

Section 33 of Article VI shall be and hereby is amended to state as follows:

"Section 33. Owners of the Dwelling Units may have two (2) pets, such as cats or dogs; however, such will not be permitted outside of the Dwelling Unit unattended or unrestrained within the property of the Dwelling Unit. Proper restraint shall include, but not limited to, staked leash, fence, or invisible fence."

In all other respects, the Protective Restrictions, Covenants, Limitations and Easements set forth in Document No. 94-056244 recorded on September 28, 1994, and any amendments thereto, are affirmed and ratified in all respects.

The undersigned representing not less than 67% of the Owners of Village of Buckingham, Section II, Villas Association, Inc., hereby declare this to be an Amendment to the Protective Restrictions, Covenants, Limitations and Easements for the Village of Buckingham, Section II, Villas Association.

Dated and effective this 21st day of July, 2021.

Owner(s) of Lot Number 124

Signature(s) William Archer

Printed Name(s) Bill and Linda Archer

Owner(s) of Lot Number 125

Signature(s) [Signature]

Printed Name(s) James Casaburo and Rachele Jordan

Owner(s) of Lot Number 126

Signature(s) _____

Printed Name(s) Errick Wash

Owner(s) of Lot Number 127

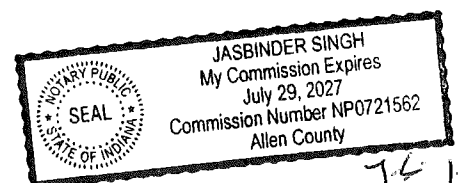
Signature(s) Stephen & Marcia Gabet

Printed Name(s) Stephen and Marcia Gabet

Owner(s) of Lot Number 128

Signature(s) Robert & Becky Gibson

Printed Name(s) Robert and Becky Gibson



J.S.
7/21/21

Owner(s) of Lot Number 129

Signature(s) *Robert Sturtz, Kristi Sturtz*
Printed Name(s) Robert and Kristi Sturtz

Owner(s) of Lot Number 130

Signature(s) *Lynnda Rockefeller*
Printed Name(s) Van and Linda Rockefeller

Owner(s) of Lot Number 131

Signature(s) *TERRY ANDORFER*
Printed Name(s) Terry Andorfer

Owner(s) of Lot Number 132

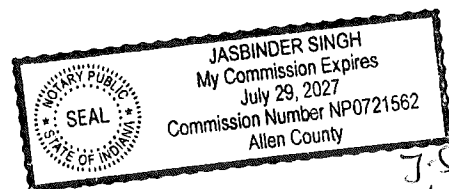
Signature(s) *Wil Smith / Lil Smith*
Printed Name(s) Wil and Lil Smith

Owner(s) of Lot Number 133

Signature(s) *Nancy J. Reitenour*
Printed Name(s) Nila Crawford and Nancy Reitenour

Owner(s) of Lot Number 134

Signature(s) *see attached proxy*
Printed Name(s) Nickey and Lois Zolman



J.S.
7/21/21

Owner(s) of Lot Number 135

Signature(s) Margaret Thomson

Printed Name(s) Len and Margaret Thomson

Owner(s) of Lot Number 136

Signature(s) Irene Ator

Printed Name(s) Jim and Irene Ator

Owner(s) of Lot Number 137

Signature(s) Robert Anderson

Printed Name(s) Robert Anderson

Owner(s) of Lot Number 138

Signature(s) David E. Wilkin Elaine Wilkin

Printed Name(s) David and Elaine Wilkin

Owner(s) of Lot Number 139

Signature(s) Nancy Rottmeyer

Printed Name(s) Larry and Nancy Rottmeyer

Owner(s) of Lot Number 140

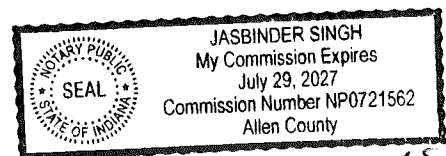
Signature(s) Ronald Lawr

Printed Name(s) Ron Lawson

Owner(s) of Lot Number 141

Signature(s) Lois a Rippe Meyer

Printed Name(s) Lois Meyer



J.S. 7/21/21

Owner(s) of Lot Number 142

Signature(s) Richard L. Martin

Printed Name(s) Richard Martin

Owner(s) of Lot Number 143

Signature(s) Joe and Sue Langas

Printed Name(s) Joe and Sue Langas

Owner(s) of Lot Number 144

Signature(s) _____

Printed Name(s) MPC Properties, LLC

Owner(s) of Lot Number 145

Signature(s) _____

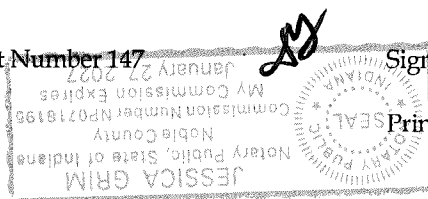
Printed Name(s) Hand and Nancy Thissen

Owner(s) of Lot Number 146

Signature(s) Craig and Janice Hoffman

Printed Name(s) Craig and Janice Hoffman

Owner(s) of Lot Number 147



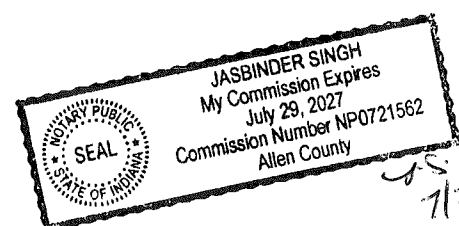
Signature(s) Jas and Maya Lan Singh

Printed Name(s) Jas and Maya Lan Singh

Owner(s) of Lot Number 148

Signature(s) David and Marta Schnelker

Printed Name(s) David and Marta Schnelker



Owner(s) of Lot Number 149

Signature(s) Sheila F. Westerman

Printed Name(s) Sheila Westerman

Owner(s) of Lot Number 150

Signature(s) John Zieg

Printed Name(s) John Zieg and June Winstead

Owner(s) of Lot Number 151

Signature(s) _____

Printed Name(s) Bret Bloom

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

the above persons Before me, a Notary Public in and for said County and State, personally appeared known or proved to me to be the persons described in and who executed the foregoing instrument, and acknowledged they executed the instrument as their free act and deed.

Given under my hand and official seal this 21st day of JULY, 2021.

My commission expires: July 29, 2027

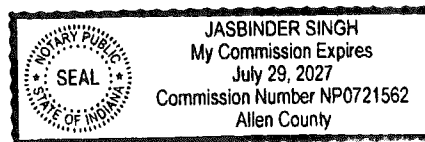
My Commission No.: NP0721562

[SEAL]

Jasbinder Singh
(Signature)

JASBINDER SINGH
(Printed/typed name) Notary Public

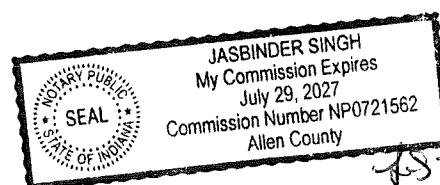
A resident of Allen County, Indiana



JS
7/21/21

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this instrument, unless required by law – Richard P. Samek

This instrument was prepared by Richard P. Samek, Carson LLP, 301 W. Jefferson Blvd., Suite 200, Fort Wayne, Indiana 46802.



JS 7/21/21

Village of Buckingham 11 Villaminium Association
Annual Meeting
July 15, 2021

This is to certify that I/We NICK & ELAINE ZOLMAN am/are the
Owner(s) of record for the lot at 5711 Bell Tower Lane (address)

I/We are unable to attend the meeting and hereby assign our proxy to the President of VILLAGE OF BUCKINGHAM 11 VILLAMINIUM ASSOCIATION, with full power of substitution to vote on my/our behalf on all matters presented for a vote regarding the proposed amendment to the Protective Restrictions, Covenants, Limitations, and Easements for village of Buckingham, Section II, A Subdivision in St. Joseph Township, Allen County, Indiana which effects renting of property and the control of pets within the Villas at this meeting, and only at this meeting.

This authorization may be withdrawn by my/our attendance at said meeting.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) at Fort Wayne,

Indiana this 5th day of July, 2021.

Signature: Nick R. Zolman

Signature: L. Elaine Zolman

Please return this completed form to Steve Gabet if you are unable to attend the annual meeting.

Steve Gabet
2612 Knightsbridge Drive
Ft. Wayne, IN 46815