



SECOND AMENDMENT TO DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS
APPENDED TO AND MADE A PART OF THE DEDICATION AND
PLAT OF KENSINGTON DOWNS, SECTION II, A SUBDIVISION OF ST. JOSEPH
TOWNSHIP, ALLEN COUNTY, INDIANA

WHEREAS, Colonial Development Corp., an Indiana corporation, has previously recorded a certain Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to and made a Part of the Dedication and Plat of Kensington Downs, Section II, a Subdivision in St. Joseph Township, Allen County, Indiana, as Document 87-47845 on September 18, 1987, appearing in Plat Cabinet A, page 31, as amended by that certain Amendment recorded as document 990091677 on December 17, 1999 (the "Original Dedication"). The purpose of this Second Amendment is to amend the Original Dedication to impose limits on the ability of owners to rent dwellings located on a lot to any third party; and

WHEREAS, the undersigned, constituting at least seventy-five percent (75%) of the lot owners of Kensington Downs, Section II hereby consent to the amendment of the Original Dedication.

NOW THEREFORE, effective upon recording of this Amendment, a new Section 26 is added to the Original Dedication to read as follows:

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RECORDED: 11/01/2016 9:39:10 AM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

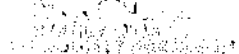
Section 26. All dwellings, and any parts thereof, within Kensington Downs, Section II shall be owner occupied.

No dwelling, or any part thereof, may be rented or leased to others by the owner of the lot, or by any other person or entity after January 1, 2017.

Dwellings, or parts thereof that are being leased or rented by the owner on or before January 1, 2017, may continue to be leased or rented by the owner only until the end of the current term of the lease or rental agreement. After the expiration of the current term

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of the lease or rental agreement the dwelling, and any part thereof, may not be leased or rented to any person or entity.

The Board of Directors of the Association may take any steps necessary to enforce this restriction, including but not limited to legal action, reference to the city, and fines as provided hereinafter.

The Board of Directors of the Association is authorized to fine any owner or lessor of dwellings that violate the terms of this restriction \$200.00 per month, which fine shall constitute a lien against the lot. Such fine shall begin to accrue 60 days after the Association has mailed notice of the violation of this restriction to the record owner of the lot by certified mail, if the violation has not been corrected in that time, and shall continue to accrue monthly until the violation is corrected.

Each and every section of this restriction, and every portion thereof, is separate, severable, and not dependent upon other provisions of this restriction. In the event that any section of this restriction, or any portions thereto are held to be invalid, then such finding of invalidity shall not affect the validity and application of other sections and portions thereof.

This restriction is effective January 1, 2017.

The remaining terms and conditions of the Original Dedication are restated and reconfirmed, and remain unmodified, by this Amendment.

[Signature Pages Attached]

**AMENDMENT TO DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED TO AND MADE
APART OF THE DEDICATION AND PLAT OF KENSINGTON DOWNS SECTION II, A
SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA**

RECORDED
12/17/1999 11:59:29
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

The undersigned, being over 75% of the members of the Kensington Downs Villa Association and owners, as such terms are defined in the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals Appended to and Made a Part of the Dedication and Plat of Kensington Downs Section II, a subdivision in St. Joseph Township, Allen County, Indiana ("Protective Restrictions") recorded in the office of the Recorder of Allen County, Indiana, as Document Number 87-47845, hereby amend the Protective Restrictions as follows:

Doc. No. 99009167
Receipt No. 3646
DCFD
MISL 44
MISL 1
Total 51

1. Article IV of the Protective Restrictions shall be modified to read as follows:

"No building, fence, wall or other structure shall be commenced, erected or maintained within Kensington Downs, Section II. No exterior addition to or alteration thereon, including landscaping and roof replacement, shall be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to surrounding structures and topography by the Architectural Control Committee. No lot shall contain more than six (6) trees without prior written approval from the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with."

2. Section I of Article V entitled Maintenance of Building Exteriors shall be modified to read as follows:

"Section I. Building Exteriors, Landscaping, General Maintenance. Each Owner shall maintain the roof of his/her dwelling in good condition and repair and shall further be responsible for the repair and replacement of wood siding on his/her dwelling as is necessary. The Villaminiums Association will paint and stain the exterior wood siding of each dwelling as necessary, remove snow from driveways and sidewalks, and maintain the lawn and landscaping on each lot. The Villaminiums Association 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 Villaminiums Association. The Villaminiums Association shall not be responsible for the repair, maintenance, painting or staining of decks and screened 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 Villaminiums 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 or its successor in interest. In such event, the Villaminiums Association shall keep and make available to each Owner a drawing or other suitable record of such original landscaping which the Villaminiums Association is to maintain. Each Owner shall be permitted to perform or

with acceptance for transfer.

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AUDITOR OF ALLEN COUNTY

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responsibility of the Villaminiums Association hereunder, subject to prior written approval from the Architectural Control Committee.

3. All other terms and provisions of the Protective Restrictions shall remain in full force and effect and shall not be altered or modified except as specifically set forth in this Amendment. ;

IN WITNESS WHEREOF, the undersigned owners and members of the Kensington Downs Villaminiums Association do hereby execute this Amendment to said Protective Restrictions as their voluntary act and deed on the dates written opposites their signatures.....