2024034784
RECORDED: 07/09/2024 04:11:10 PM
NICOLE KEESLING
ALLEN COUNTY RECORDER
FORT WAYNE, IN

FIRST AMENDMENT TO PRIMARY DEDICATION, DECLARATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AND AS PART OF THE DEDICATION AND PLAT OF MERCATO, SECTIONS III AND IV, SUBDIVISIONS IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, being the Declarant, as such term is defined in the Primary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to and as a Part of the Dedication and Plat of Mercato, Sections III and IV, developments in Allen County, Indiana, respectively recorded in the office of the Recorder of Allen County, Indiana, on September 27, 2022, as Document No. 2022052943 and January 31, 2024, as Document No. 2024004163, respectively ("Restrictions"), hereby amends the Restrictions pursuant to Article X, Section 2, as follows:

1. Article X, Section 4., Enforcement., is hereby deleted in its entirety and replaced with the following:

> Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by and proceedings at law or in equity against any person or person violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed waiver of the right to do so thereafter. In the event the Association or Developer is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, assessment or charge now or subsequently imposed by the provisions of these covenants and restrictions, they shall be entitled to recover from the party against whom the proceeding was brought, the reasonable attorney's fees and related costs and expenses incurred in such proceeding.

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

AUDITOR'S OFFICE
Duly entered for taxation. Subject
to final acceptance for transfer.
Jul 09 2024
Nicholas D Jordan
AUDITOR OF ALLEN COUNTY

IN WITNESS WHEREOF, the undersigned does hereby execute this Amendment to said Restrictions for and on behalf of the Declarant of Mercato, on the date written below.

MERCATO DEVELOPMENT, LLC

By: _____
Jeffrey M. Thomas, Member

STATE OF INDIANA, COUNTY OF ALLEN) SS:

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Jeffrey M. Thomas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Mercato Development, LLC, an Indiana limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of July, 2024.

My Commission Expires: _____

Commission Number: _____

SEAL
AUSTIN M GLENN
Notary Public, State of Indiana
Allen County
Commission Number 746011
My Commission Expires
January 11, 2031

_____
Austin M Glenn, Notary Public
Resident of Allen County

Pursuant to IC 36-2-11-15(d): I/We affirm, under the penalties for perjury, that I/we have taken reasonable care to redact each Social Security number in this document, unless required by law.
Timothy L. Claxton

Prepared by: Timothy L. Claxton, Esq., Burt, Blee, Dixon, Sutton & Bloom, 200 E. Main St., Suite 1000, Fort Wayne, Indiana 46802

Allen County Recorder Document #: 2024034784