

**2025029891**

**RECORDED: 07/07/2025 11:20:41 AM**

**Recorded as Presented  
Allen County Indiana  
Recorder Nicole Keesling**

**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 I AND II, A SUBDIVISION IN  
ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

**SECOND 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, A SUBDIVISION IN  
ABOITE 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 I and II, a development in Allen County, Indiana, respectively recorded in the office of the Recorder of Allen County, Indiana, on November 21, 2019, as Document No. 2019060365 (Section I); June 17, 2021, as Document No. 2021039847 (Section II); September 27, 2022, as Document Number 2022052943 (Section III); and January 31, 2024, as Document No. 2024004163 (Section IV), respectively ("Restrictions"), as amended, hereby amends the Restrictions pursuant to Article IX, Section 4 of Section I; Article X, Section 2, of Sections II, III, and IV as follows:

1. Article X, Section 8, Storm Water Detention System and Pond Maintenance Assessment, is hereby amended by adding the following before the last paragraph therein:

Owners whose Lots are adjacent to the subdivision ponds and who that are current with all Annual Assessments due under these Covenants, Conditions and Restrictions may apply in writing to the Association to draw water from the subdivision ponds for irrigation purposes. Upon written approval of the Association and Owner's execution of a License Agreement with Association, Owner shall be entitled to reasonably draw water from the subdivision pond adjacent to the Owner's Lot for such irrigation purposes; provided, however, that the Owners shall be solely liable to the Association for all damages and costs caused, in whole or in part, by the Owner to the subdivision ponds and liners, including reasonable attorneys' fees in the event that such Owner fails to pay for such damages within thirty (30) days after being provided an invoice for such damages.

**AUDITOR'S OFFICE**  
Duly entered for taxation. Subject  
to final acceptance for transfer.  
Jul 07 2025  
Nicholas D Jordan  
**AUDITOR OF ALLEN COUNTY**

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 Second Amendment.

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.

**OAKMONT DEVELOPMENT CO. II, LLC**

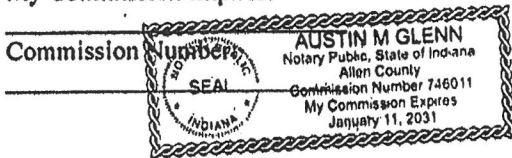
By:   
Jeffrey M. Thomas, Member

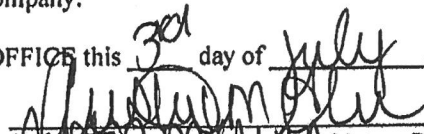
STATE OF INDIANA, COUNTY OF ALLEN ) SS:

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 Oakmont Development Co. II, LLC, an Indiana limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30<sup>th</sup> day of July, 2025.

My Commission Expires:



  
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