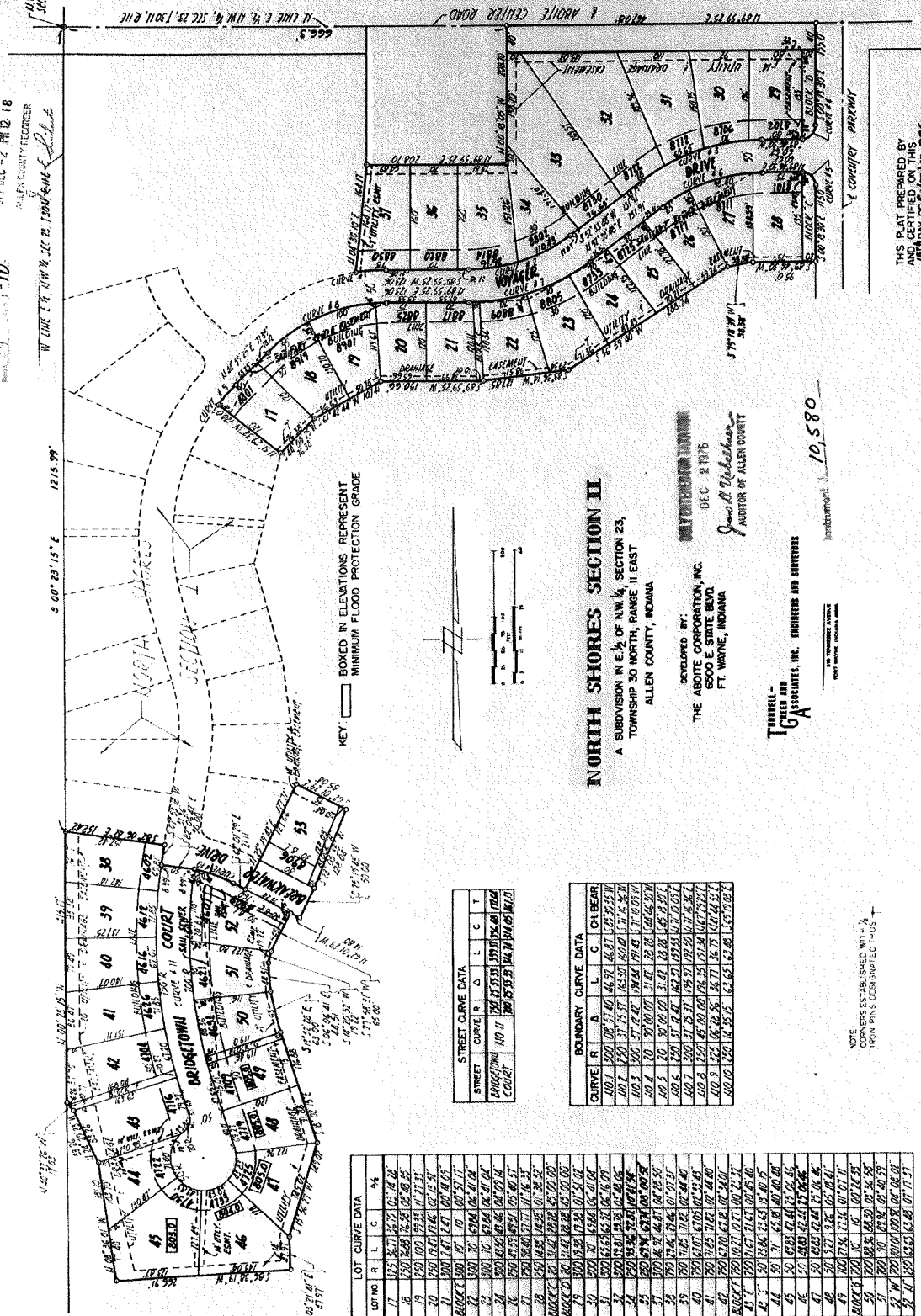


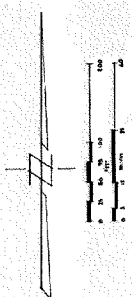


76-30499
N.W. COR. E. 1/4, T. 24 N., R. 10 E.
SEC. 22, 1200 ft. R. 10 E.

31 DEC -2 PM 12:18
ALLEN COUNTY RECORDER
N. 1/2 COR. E. 1/4, T. 24 N., R. 10 E.
SEC. 22, 1200 ft. R. 10 E.



KEY: BOXED IN ELEVATIONS REPRESENT MINIMUM FLOOD PROTECTION GRADE



NORTH SHORES SECTION II
A SUBDIVISION IN E 1/2 OF N.W. 1/4, SECTION 23,
TOWNSHIP 30 NORTH, RANGE II EAST
ALLEN COUNTY, INDIANA

DEVELOPED BY:
THE ABOTE CORPORATION, INC.
8500 E. STATE BLVD.
FT. WAYNE, INDIANA
DEC 2 1976
James B. Robinson
AUDITOR OF ALLEN COUNTY

THE ABOTE CORPORATION, INC. ENGINEERS AND SURVEYORS
10,580

NOTE:
CONVEYANCE ESTABLISHED WITH 1/4
1/400 PINS DISAPPEARED 1/4/05

THE UNDERSIGNED SURVEYOR HAS DETERMINED THAT THE TRACT OF
LAND SHOWN HEREON IS THE SAME AS THE TRACT OF LAND
SECTION 23, TOWNSHIP 30 NORTH, RANGE II EAST, ALLEN COUNTY,
INDIANA, AS DESCRIBED IN THE ORDER OF ALLEN COUNTY,
INDIANA, DATED JAN. 21, 1976.

LOT CURVE DATA			
LOT NO.	R	L	C
17	175	56.71	107.18
18	175	56.71	107.18
19	175	56.71	107.18
20	175	56.71	107.18
21	175	56.71	107.18
22	175	56.71	107.18
23	175	56.71	107.18
24	175	56.71	107.18
25	175	56.71	107.18
26	175	56.71	107.18
27	175	56.71	107.18
28	175	56.71	107.18
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95	175	56.71	107.18
96	175	56.71	107.18
97	175	56.71	107.18
98	175	56.71	107.18
99	175	56.71	107.18
100	175	56.71	107.18

BOUNDARY CURVE DATA			
CURVE	R	L	C
100 I	175	56.71	107.18
100 II	175	56.71	107.18
100 III	175	56.71	107.18
100 IV	175	56.71	107.18
100 V	175	56.71	107.18
100 VI	175	56.71	107.18
100 VII	175	56.71	107.18
100 VIII	175	56.71	107.18
100 IX	175	56.71	107.18
100 X	175	56.71	107.18
100 XI	175	56.71	107.18
100 XII	175	56.71	107.18
100 XIII	175	56.71	107.18
100 XIV	175	56.71	107.18
100 XV	175	56.71	107.18
100 XVI	175	56.71	107.18
100 XVII	175	56.71	107.18
100 XVIII	175	56.71	107.18
100 XIX	175	56.71	107.18
100 XX	175	56.71	107.18
100 XXI	175	56.71	107.18
100 XXII	175	56.71	107.18
100 XXIII	175	56.71	107.18
100 XXIV	175	56.71	107.18
100 XXV	175	56.71	107.18
100 XXVI	175	56.71	107.18
100 XXVII	175	56.71	107.18
100 XXVIII	175	56.71	107.18
100 XXIX	175	56.71	107.18
100 XXX	175	56.71	107.18

CONFIRMED BY THE ZONING
ADMINISTRATOR OF ALLEN COUNTY
ON THIS 12 DAY OF SEPTEMBER, 1976

For Amendments to Restrictions See Doc 85-889b 4-16-85 20

THIS PLAT PREPARED BY
AND CERTIFIED ON 12/18/76
12TH DAY OF SEPTEMBER, 1976

Keith E. Smith
REGISTERED LAND SURVEYOR

76- 30499

Book 39 Page 8

DOLY ENTERED FOR TAXATION

LEGAL DESCRIPTION OF NORTH SHORES, SECTION II, DEC 2 1976
A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER
OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 11 EAST
ALLEN COUNTY, INDIANA

Paul R. Uebelacker
AUDITOR OF ALLEN COUNTY

Instrument J 10,580

A part of the East half of the Northwest quarter of Section 23, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the East half of the Northwest quarter of Section 23, Township 30 North, Range 11 East; thence North 89 degrees 59 minutes 25 seconds East along the North line of the East half of the Northwest quarter of said Section 23 a distance of 666.3 feet to the point of beginning; thence continuing along said North line North 89 degrees 59 minutes 25 seconds East a distance of 467.08 feet to the intersection point of the aforesaid North line and the West right-of-way line of Coventry Parkway; thence South 00 degrees 13 minutes 30 seconds East along the said West right-of-way line a distance of 155.0 feet to the point of intersection of the aforesaid West right-of-way line and the North right-of-way line of Voyager Drive; thence Southwesterly along the said North right-of-way line by the following described courses: Southwesterly a distance of 31.42 feet along a curve deflecting to the right having a radius of 20.0 feet and tangent to the last described course and subtended by a chord having a length of 28.28 feet and a bearing of South 44 degrees 46 minutes 30 seconds West; thence South 89 degrees 46 minutes 30 seconds West on a line tangent to the last described curve course a distance of 60.62 feet; thence Southwesterly a distance of 194.84 feet along a curve deflecting to the left having a radius of 300 feet and tangent to the last described course and subtended by a chord having a length of 191.43 feet and a bearing of South 71 degrees 10 minutes 09 seconds West; thence South 52 degrees 33 minutes 48 seconds West along a line tangent to the last described curve course a distance of 131.91 feet; thence Southwesterly a distance of 163.30 feet along a curve deflecting to the right having a radius of 250 feet and tangent to the last described course and subtended by a chord having a length of 160.42 feet and a bearing of South 71 degrees 16 minutes 36 seconds West; thence South 89 degrees 59 minutes 25 seconds West along a line tangent to the last described curve course a distance of 123.06 feet; thence Southwesterly a distance of 46.92 feet along a curve deflecting to the left having a radius of 300 feet and tangent to the last described course and subtended by a chord having a length of 46.87 feet and a bearing of South 85 degrees 30 minutes 35 seconds West; thence departing from the North right-of-way line of Voyager Drive North 04 degrees 30 minutes 10 seconds East on a line not tangent to the last described curve course a distance of 164.17 feet; thence North 89 degrees 59 minutes 52 seconds East along a line parallel with and 208.7 feet South of the North line of the East half of the Northwest quarter of Section 23 aforementioned a distance of 208.7 feet; thence North 00 degrees 18 minutes 05 seconds West a distance of 208.7 feet to the point of beginning containing 3.38 acres more or less.

Along with part of the East half of the Northwest quarter of Section 23, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the East half of the Northwest quarter of Section 23, Township 30 North, Range 11 East; thence North 89 degrees 59 minutes 25 seconds East along the North line of the East half of the Northwest quarter of Section 23 aforementioned a distance of 1133.30 feet to the point of intersection of the aforesaid North line and the West right-of-way line of Coventry Parkway; thence South 00 degrees 13 minutes 30 seconds East along the said West right-of-way line a distance of 245.00 feet to the point of beginning, said point being the point of intersection of the aforementioned West right-of-way line and the South right-of-way line of Voyager Drive; thence continuing South 00 degrees 13 minutes 30 seconds East along the West right-of-way line of Coventry Parkway a distance of 115.0 feet; thence South 89 degrees 46 minutes 30 seconds West a distance of 95.0 feet; thence South 79 degrees 18 minutes 39 seconds West a distance of 38.58 feet; thence South 56 degrees 59 minutes 40 seconds West a distance of 288.24 feet; thence South 83 degrees 36 minutes 14 seconds West a distance of

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127.85 feet; thence South 89 degrees 59 minutes 25 seconds West a distance of 150.66 feet; thence South 51 degrees 42 minutes 44 seconds West a distance of 107.41 feet; thence South 44 degrees 00 minutes 25 seconds West a distance of 76.38 feet to the Northeast corner of Lot #16 in North Shores, Section I, a subdivision in the aforementioned Section, Township, and Range; thence North 51 degrees 29 minutes 32 seconds West along the Northerly line of said lot #16 a distance of 120.0 feet to the Northwest corner of said Lot #16; thence along the Southerly right-of-way line of Voyager Drive by the following described courses: Northeastly a distance of 36.77 feet along a curve deflecting to the right having a radius of 325 feet and not tangent to the last described course and subtended by a chord having a length of 36.75 feet and a bearing of North 41 degrees 44 minutes 53 seconds East; thence North 44 degrees 59 minutes 25 seconds East along a line tangent to the last described curve course a distance of 71.35 feet; thence Northeastly a distance of 196.35 feet along a curve deflecting to the right having a radius of 250 feet and tangent to the last described course and subtended by a chord having a length of 191.34 feet and a bearing of North 67 degrees 29 minutes 25 seconds East; thence North 89 degrees 59 minutes 25 seconds East along a line tangent to the last described curve course a distance of 123.06 feet; thence Northeastly a distance of 195.97 feet along a curve deflecting to the left having a radius of 300 feet and tangent to the last described course and subtended by a chord having a length of 192.50 feet and a bearing of North 71 degrees 16 minutes 36 seconds East; thence North 52 degrees 33 minutes 48 seconds East along a line tangent to the last described curve course a distance of 131.91 feet; thence Northeastly a distance of 162.37 feet along a curve deflecting to the right having a radius of 250 feet and tangent to the last described course and subtended by a chord having a length of 159.53 feet and a bearing of North 71 degrees 10 minutes 09 seconds East; thence North 89 degrees 46 minutes 30 seconds East along a line tangent to the last described curve course a distance of 60.62 feet; thence Southeastly a distance of 31.42 feet along a curve deflecting to the right having a radius of 20.0 feet and tangent to the last described course and subtended by a chord having a length of 28.28 feet and a bearing of South 45 degrees 13 minutes 30 seconds East to the point of beginning containing 2.70 acres more or less.

And a part of the East half of the Northwest quarter of Section 23, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the East half of the Northwest quarter of Section 23, Township 30 North, Range 11 East; thence South 00 degrees 23 minutes 15 seconds East along the West line of the East half of the Northwest quarter of said Section 23 a distance of 1215.99 feet to the point of beginning; thence South 82 degrees 06 minutes 42 seconds East along a line parallel with and 8 feet South by right angle measurement of the South line of Lot #8 in North Shores, Section I, a subdivision in the aforesaid Section, Township, and Range a distance of 152.42 feet to a point on the West right-of-way line of Bridge-town Run, said point being on the Westerly boundary line of North Shores, Section I; thence along the Westerly, Southerly and Easterly boundary of North Shores, Section I, by the following described courses: South 07 degrees 53 minutes 18 seconds West a distance of 31.36 feet; thence South 82 degrees 06 minutes 42 seconds East a distance of 50.00 feet; thence Southeastly a distance of 63.65 feet along a curve deflecting to the right having a radius of 250 feet and not tangent to the last described course and subtended by a chord having a length of 63.48 feet and a bearing of South 69 degrees 19 minutes 08 seconds East; thence South 62 degrees 01 minutes 29 seconds East along a line tangent to the last described curve course a distance of 21.11 feet; thence North 25 degrees 19 minutes 43 seconds East along the Easterly line and the Southerly extension thereof of lot #9 in North Shores, Section I, a distance of 177.71 feet to the Northeast corner of said Lot #9; thence departing from the North Shores, Section I boundary South 62 degrees 01 minutes 29 seconds East a distance of 85.04 feet; thence South 23 degrees 05 minutes 35 seconds West a distance of 128.04 feet; thence South 25 degrees 19 minutes 43 seconds West a distance of 50.00 feet; thence North 62 degrees 01 minutes 29 seconds West a distance of 14.80

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feet; thence South 27 degrees 58 minutes 31 seconds West a distance of 65.00 feet; thence South 14 degrees 20 minutes 52 seconds West a distance of 19.22 feet; thence 06 degrees 06 minutes 41 seconds East a distance of 44.51 feet; thence South 13 degrees 52 minutes 28 seconds East a distance of 63.00 feet; thence South 18 degrees 02 minutes 15 seconds East a distance of 176.88 feet; thence South 15 degrees 56 minutes 27 seconds West a distance of 149.02 feet; thence South 03 degrees 21 minutes 41 seconds East a distance of 47.97 feet to a point on the North boundary of Block "B" in The Shores, Section 1, a subdivision in the aforementioned Section, Township, and Range; thence South 86 degrees 38 minutes 19 seconds West along the said North boundary line a distance of 266.91 feet to the Northwest corner of said Block "B", said point being situated on the East boundary line of Haverhill, Section IV, a subdivision in the Northwest quarter of the aforementioned Section, Township, and Range; thence North 08 degrees 36 minutes 01 seconds West along the said East boundary line a distance of 181.1 feet to the Southeast corner of Lot #293, Haverhill, Section IV; thence continuing along the aforementioned East boundary North 24 degrees 29 minutes 23 seconds West a distance of 83.26 feet to the Northeast corner of Lot # 293; thence continuing along the aforementioned East boundary line North 40 degrees 37 minutes 26 seconds West a distance of 17.03 feet to a point on the West line of the East half of the Northwest quarter of Section 23 aforementioned; thence North 00 degrees 23 minutes 15 seconds West along said West line a distance of 415.17 feet to the point of beginning containing 4.94 acres more or less.

I, Keith E. Smith, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, and that this plat correctly represents a survey completed by me September 15, 1976; that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 17 thru 53, both inclusive.

Keith E. Smith
 Keith E. Smith
 Registered Land Surveyor

SEAL



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C 64-10-14 11/8/76

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OF
NORTH SHORES, SECTION II
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The Aboite Corporation, an Indiana corporation, by Paul W. Seitz, its President, and Joseph L. Zehr, its Secretary, hereby declares that it is the Owner of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on said plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as NORTH SHORES, SECTION II, a Subdivision in Aboite Township, Allen County, Indiana.

The Lots are numbered from seventeen (17) through fifty three (53) inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All street rights-of-way and walkway easements specifically shown or described are hereby expressly dedicated to public use for the usual and intended purposes. Utility easements are likewise reserved for their usual and intended purposes.

PREFACE

NORTH SHORES, SECTION II, is a portion of a tract of real estate which will ultimately be subdivided into approximately 125 residential parcels, all to be included and known as NORTH SHORES by various numerical sections. Simultaneously with the recordation of the Plat of THE SHORES, SECTION I and the Protective Restrictions and Covenants relating thereto, there has been recorded Articles of Incorporation of THE SHORES COMMUNITY ASSOCIATION, INC., it being platator's intention that each owner of a Lot or Tract in THE SHORES, SECTION I and in any section of NORTH SHORES shall become a member of said Community Association and shall be bound by its Articles of Incorporation and By-Laws.

The various sections of NORTH SHORES are in turn a portion of a larger tract of real estate in Aboite Township, Allen County, Indiana, which has been given the name COVENTRY. Various tracts comprising COVENTRY shall, in addition to NORTH SHORES be platted from time to time into Subdivisions similar to NORTH SHORES and at the time of recordation of the original plats thereof, Articles of Incorporation for separate Community Associations for said Subdivisions shall likewise be recorded and the owners of lots contained therein bound by the By-Laws and provisions thereof. When all of COVENTRY shall have been subdivided for various uses, each particular Subdivision shall be governed by the rules and regulations of its own Community Association under the ultimate aegis of COVENTRY COMMUNITY ASSOCIATION, of which each Subdivision's Community Association shall be deemed a division and in which each said Subdivision's Community Association shall be represented. COVENTRY COMMUNITY ASSOCIATION shall have final authority to act with respect to specified matters associated with the efficient supervision of maintenance activities in all of COVENTRY, together with that authority conferred upon it by its By-Laws and the acts of its Board of Directors.

In addition to maintaining the Common Areas within the confines of each specifically named Subdivision, such as NORTH SHORES and all of its various sections, it shall be the obligation of the owners of lots within each such named Subdivision to make provision for the maintenance of common impoundment basins specifically located in COVENTRY. All Subdivisions, such as NORTH SHORES in its various sections, whose surface drainage waters lie within the same watershed resulting in ultimate surface drainage into the same common impoundment basin, are and shall be required to pay that portion of the cost of maintaining said common impoundment basin as is represented by that Subdivision's percentage of all of the runoff of

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surface waters from all Subdivisions located within COVENTRY into said common impoundment basin.

Until such time as that portion of COVENTRY in which is included the watershed in which NORTH SHORES and its various sections is located has been subdivided and the various subdivided parcels sold, The Aboite Corporation, as platlor, shall bear its pro rata portion of the expense of maintenance of said common impoundment basins allocated to portions of COVENTRY unsubdivided or otherwise unsold. The obligation of The Aboite Corporation to bear such pro rata or allocated portion of said expense shall terminate upon the platting of any Subdivision of any remaining portions of COVENTRY, disposition of any such portion to a third party of July 1, 1983, whichever shall first occur.

It is the platlor's intent that all of the regulations with respect to the use and occupancy of the various portions of COVENTRY be designed to accommodate the desires of the occupants of the various portions of COVENTRY from time to time, to preserve property values, and to be flexible enough to meet specific needs, including the need to raise funds. Accordingly, this Preface and its statements shall be deemed a covenant of equal force and effect as all others herein set forth.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to THE SHORES COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to and Lot or Tract which is a part of NORTH SHORES and its various sections, including Section II and including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Lot" shall mean either any of said Lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "LOT" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 4. "Common Impoundment Basin" shall be that basin into which the surface drainage waters of NORTH SHORES, SECTION II, drain in common with other Sections of HAVERHILL and other areas included within COVENTRY, of which NORTH SHORES, SECTION II, is a part.

Section 5. "By-Laws" shall mean the By-Laws initially adopted by THE SHORES COMMUNITY ASSOCIATION, INC., and all amendments thereto.

Section 6. "COVENTRY" shall mean a tract of land approximately 750 acres in area in Aboite Township, Allen County, Indiana, of which NORTH SHORES, and its various Sections are a portion.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easements of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

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(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, his guests or invitees or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners exclusive of The Aboite Corporation. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. Class B member(s) shall be The Aboite Corporation which shall be entitled to 320 votes less that number of votes which Class A members are entitled to exercise.

Class B Membership shall cease upon the happening of either of the following events:

(a) when fee simple title to all Lots of Tracts in all Sections of NORTH SHORES have been conveyed by The Aboite Corporation, of

(b) on July 1, 1983.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, exclusive of The Aboite Corporation (except as hereinafter provided), hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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The Aboite Corporation shall possess the continuing right and option to assist and direct in the maintenance and beautification of the lake, a portion of which abuts NORTH SHORES in consideration for its contributing up to twenty-five percent (25%) of the total annual cost of said maintenance and beautification. At such time as The Aboite Corporation chooses, it may notify THE SHORES COMMUNITY ASSOCIATION, INC. of its election to terminate any such annual contribution at which such time said corporation's right to direct such activities shall cease.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the residents in NORTH SHORES and the improvement and maintenance of the Common Areas and of the facilities thereon. In addition, assessments shall be levied to provide for NORTH SHORES' proportionate burden of the maintenance of the Common Impoundment Basin into which its surface waters drain.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy-five Dollars (\$75.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 75% of each class of members, and provided, further, that no such special assessments for any such purpose shall be made if the taking of such assessment shall in any way jeopardize or affect the Association's ability to improve and maintain its Common Areas or to pay its pro rata share of the cost of maintaining the Common Impoundment Basin.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted

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according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V COVENTRY COMMUNITY ASSOCIATION

Section 1. Representation. At such time as COVENTRY COMMUNITY ASSOCIATION, INC. has been issued its Certificate of Incorporation and upon notification thereof, the Board of Directors of THE SHORES COMMUNITY ASSOCIATION, INC., shall by majority vote at a duly called or special meeting thereof at which a quorum is present, appoint three (3) of its members to serve on the Board of Directors of COVENTRY COMMUNITY ASSOCIATION, INC.

Section 2. Final Authority. The Board of Directors of THE SHORES COMMUNITY ASSOCIATION, INC. shall, by appropriately enacted By-Laws, acknowledge that COVENTRY COMMUNITY ASSOCIATION, INC. shall have final authority with respect to all matters involving the maintenance and repair of the Common Impoundment Basin into which surface waters from NORTH SHORES and its various Sections drain together with the right to levy special assessments therefor.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein 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 harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee, such Committee to be composed of three members, the first Committee members to be: Joseph L. Zehr, Orrin R. Sessions and Paul W. Seitz. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Board, or 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.

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**ARTICLE VII
GENERAL PROVISIONS**

Section 1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height. Each house shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. No building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway or garage, of less than 1250 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one-story on Lots numbered 17 through 37 inclusive and not less than 1350 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one-story on Lots numbered 38 through 53 inclusive.

Section 3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior Lot line. No dwelling shall be located on any interior Lot nearer than fifteen (15) feet to the rear Lot line.

Section 4. No dwelling shall be erected or placed on any Lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 8,000 square feet.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each Lot or as shown on the plat. No owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric Public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 5(a). Drainage easements and Common Areas used for drainage purposes shall be maintained in unobstructed condition.

Section 6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot at any time or used as a residence either temporarily or permanently.

Section 8. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising

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the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 9. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any Lot.

Section 10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 12. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any Lot.

Section 13. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any Lots of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said Lots.

Section 14. All driveways from the street to the garage shall be poured concrete.

Section 15. No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 16. No rain and storm water run off or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Run Off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Run Off Sewer System.

Section 17. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 18. Before any house or building on any Lot in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent owner of said Lot shall install improvements serving said Lot as provided in said plans and specifications for this Addition filed with the Board of County Commissioners. This covenant shall run with the land and be enforceable by the Count of Allen, State of Indiana, or by any aggrieved Lot owner in this Subdivision.

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Section 19. No driveway access shall be permitted from Lots numbered 29 through 33 inclusive, onto the Aboite Center Road right-of-way.

Section 20. Before any Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 21. The Association, The Aboite Corporation, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 22. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 23. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided, further, The Aboite Corporation, its successors or assigns shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions, with the approval of the Allen County Plan Commission, except Section 2 above.

Section 24. No Lot or combination of Lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission.

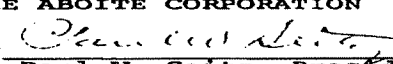
IN WITNESS WHEREOF, The Aboite Corporation, an Indiana corporation by Paul W. Seitz, its President and Joseph L. Zehr, its Secretary, Owner of the real estate described in said plat, has hereunto set its hand and seal by its duly authorized officers, this 15th day of September, 1976.

ATTEST:


Joseph L. Zehr

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

THE ABOITE CORPORATION

By 
Paul W. Seitz, President

By 
Joseph L. Zehr, Secretary

Before me, a Notary Public, in and for said County and State, personally appeared Paul W. Seitz, and Joseph L. Zehr, known by me to be the duly authorized and acting President and Secretary respectively of THE ABOITE CORPORATION, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 15th day of September, 1976.


Arlene K. Duncan Notary Public

My Commission Expires:
May 25, 1978

This Instrument Prepared by: George E. Fruechtenicht, Attorney at Law.

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APPROVALS:

ALLEN COUNTY PLAN COMMISSION

William V. Sowers
William V. Sowers, President

Robert C. Brown Vice President

James E. Walley Secretary

ALLEN COUNTY SURVEYOR

William L. Sweet
APPROVED FOR DRAINAGE ONLY
William L. Sweet

ALLEN COUNTY COMMISSIONERS

Vance L. Anstutz
Vance L. Anstutz President

Jack K. Duhifon Vice President

Richard M. Ellenwood Secretary

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE

Henry P. Wehrenberg
Henry P. Wehrenberg Chairman

Max G. Scott Member

Fort Wayne-Allen County
BOARD OF PUBLIC HEALTH

Jane M. Irmsher
Member
NOV 8 1976

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