

Protective Restrictions, Covenants and Limitations of
NORTH SHORES SECTION III
with Amendments

This document is an adaptation of the document recorded with the plat for this addition and in no way replaces it. The Shores Association Board of Directors is providing this document as a simpler reference for itself as well as other Association members. These restrictions, covenants and limitations apply to the following addresses:

Breakwater Drive

8616	8716	8807	8901
8621	8721	8819	
8625	8728	8824	
8633	8735	8829	
8705	8803	8836	

Isleview Cove

4401	4413	4503	4524
4404	4416	4506	4527
4407	4419	4511	4532
4409	4425	4518	
4410	4430	4521	

Leeward Cove

4403	4417	4432	4511	4527
4406	4420	4435	4514	
4409	4423	4502	4517	
4412	4426	4505	4521	
4415	4429	4508	4524	

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ARCHITECTURAL CONTROL

No building, fence, wall or other structure of any kind whatsoever, nor any exterior addition to or change or alteration therein (all such buildings, fences, walls, structures, additions, changes and alterations being herein called "improvements"), shall be commenced, erected or maintained upon any Lot, until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials and location of the improvements 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 Architectural Control Committee, such Committee to be composed of three (3) members to be appointed by the Board of Directors of the Association. One of such members shall be designated as Chairman. Committee members shall serve for a term of one year and may be re-appointed for any number of successive terms. In the event of death or resignation of any member of the Committee, the Board of Directors shall have full authority to designate a successor to serve the balance of the unexpired term. The Board of Directors shall also have full authority to remove any member from the Committee by means of a majority vote of the Board and to appoint a successor to serve for the balance of the unexpired term. Plans and specifications are deemed to have been submitted only when received by the Chairman of the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted, then approval of the plans and specifications as submitted shall be deemed to have been given provided that objective evidence, such as a registered letter, is available to prove that such plans and specifications were submitted. The improvements as shown upon said plans and specifications shall be substantially completed before said improvements shall be used or occupied. All improvements shall be constructed in accordance with the plans and specifications as submitted to and approved in writing by the Architectural Control Committee, and any improvements not so constructed shall be subject to immediate removal and the Lot shall be restored to its condition prior thereto, all at Owner's expense. The provisions hereinafter provided for violation or attempted violation of any of these covenants and restrictions shall be applicable hereto. In the event the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article or the General Provisions below, it shall be entitled to recover from the defendant(s) reasonable attorney fees and costs incurred by the Association in such enforcement.

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 1350 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one story.

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 interior lots numbered 57 through 62 and 66 through 72 and 74 and 75 and 77 through 84 and 98 through 108 inclusive nearer than fifteen (15) feet to the rear lot line. No dwelling shall be located on interior lots numbered 54 through 56 and 63 through 65 and 73 and 76 and 85 through 97 inclusive nearer than twenty-five (25) 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,

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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).

Surface drainage easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

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, mobile home, travel trailer, motor home, semi-tractor, basement, tent, shack, tool shed, garage, barn, dog house, any unattached structure or other outbuilding of any kind whatsoever 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 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 or satellite dish 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 or detached radio or television antenna, satellite dish, or similar structure 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.

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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 runoff 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 Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff 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 County of Allen, State of Indiana, or by any aggrieved Lot owner in this Subdivision.

Section 19.

No driveway access shall be permitted from Lots numbered 86 through 95 inclusive and 97 and 98, onto Coventry Lane.

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 those covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

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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 therefore has been obtained from the Allen County Plan Commission.

Section 25.

No swimming pool, hot tub, or fixture containing more than 150 gallons of water shall be permitted above ground level on any Lot. Any swimming pool, hot tub, or fixture containing water that is below ground level must be completely enclosed by a "privacy fence" that is not less than 6 feet in height.

Section 26.

No unlicensed or unregistered automobiles or motorized vehicles may be parked or maintained on any Lot. No motor vehicle may be disassembled or be allowed to remain in a state of disassembly on any Lot but, instead, shall be equipped at all times for on-road driving.

Section 27.

No free standing or detached solar panels, chasers, or similar structures shall be permitted on any Lot. Solar panels, chasers, or similar structures may be attached to the roof of a dwelling; however, they may not extend higher than 4 inches from the surface of the roof.

Section 28.

No pole lighting erected by a Lot Owner shall exceed six (6) feet in height nor shall lighting attached to a dwelling be above the roof line.

Section 29.

Nothing contained in or omitted from these General Provisions shall be construed to permit any improvement (as that term is defined in Architectural Control above) to be constructed or maintained without first obtaining the approval of the Architectural Control Committee, as required above.