

85-008898

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

THE UNDERSIGNED, being the owners of not less than seventy-five percent (75%) of the lots located in The Shores, Section I, a Subdivision in Aboite Township, Allen County, Indiana, according to the recorded Plat thereof, and desiring to amend said Protective Restrictions, Covenants, and Limitations in order to promote harmony of external design and location in relation to surrounding structures, eliminate certain ambiguous language in the existing Protective Restrictions, Covenants, and Limitations, and to make additions thereto, do hereby amend said Protective Restrictions, Covenants and Limitations in the following manner:

1. ARTICLE VI, Architectural Control, shall be amended as follows:

"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 Article VII hereof, it shall be entitled to recover from the defendant(s) reasonable attorney fees and costs incurred by the Association in such enforcement."

Jack Powell  
428-7607

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2. ARTICLE VII, Sections 7 and 9, shall be amended as follows:

"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 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."

3. ARTICLE VII, shall be amended to add the following Sections:

"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 shall 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 this Article VII shall be construed to permit any improvement (as that term is defined in Article VI) to be constructed or maintained without first obtaining the approval of the Architectural Control Committee, as required by Article VI."

4. All other terms and provisions of said Protective Restrictions, Covenants and Limitations 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 Lot Owners do hereby execute this Amendment to said Protective Restrictions, Covenants, and Limitations as their voluntary act and deed on the dates written to the right of their names below:

<u>Lot Number</u>	<u>Signature of Owners</u>	<u>Typed Names of Owners</u>	<u>Date</u>
1		Diane Marie Affolder	
1		Kevin Kay Affolder	
2	<i>Susan H. Sherman</i>	Susan H. Sherman	4/29/84
2	<i>Donald A. Sherman</i>	Donald A. Sherman	4/24/84
3	<i>Marlaine J. Rhoad</i>	Marlaine J. Rhoad	4/27/84
3	<i>Richard E. Rhoad</i>	Richard E. Rhoad	4/21/84

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Lot Number	Signature of Owners	Typed Names of Owners	Date
4		Suzanne M. Tkach	
4		Raymond A. Tkach	
5	<i>[Signature]</i>	Sandra J. Steere	4-29-84
5	<i>[Signature]</i>	Samuel A. Steere III	4/29/84
6		Dora Betty Rundle	
6		David C. Rundle	
7	<i>[Signature]</i>	Janet W. Bangert	
7	<i>[Signature]</i>	Michael J. Bangert	4/24/84
8	<i>[Signature]</i>	Marilyn E. Rhoem	4/29/84
8	<i>[Signature]</i>	Robert E. Rhoem	4/29/84
9	<i>[Signature]</i>	Franchon M. Smithson	4-29-84
10	<i>[Signature]</i>	Adeline L. Whetsel	4/30/84
11	<i>[Signature]</i>	Susan L. Junk	4/29/84
11	<i>[Signature]</i>	David A. Junk	4-29-84
12	<i>[Signature]</i>	Karen A. White	4-29-84
12	<i>[Signature]</i>	Stephen A. White	4/29/84
13	<i>[Signature]</i>	Dorothy J. Woods	12-23-84
13	<i>[Signature]</i>	C. William Woods	12-23-84
14	<i>[Signature]</i>	LENA F. KANE	12/31/84
14	<i>[Signature]</i>	Joseph J. Kane Jr.	12/31/84
15	<i>[Signature]</i>	David J. Kane	10/21/84
15	<i>[Signature]</i>	TERRI JOHNS	10/21/84
16	<i>[Signature]</i>	Ann E. Kelsey	4-27-84
16	<i>[Signature]</i>	Thomas D. Kelsey	4-27-84
17	<i>[Signature]</i>	Carol A. Underwood	
17	<i>[Signature]</i>	Ralph H. Underwood	9/24/84
18	<i>[Signature]</i>	Mary L. Henderson	4-29-84
18	<i>[Signature]</i>	Matthew P. Henderson	4/29/84
19	<i>[Signature]</i>	Tonya K. Pence	9/24/84
19	<i>[Signature]</i>	Stephen J. Pence	
20	<i>[Signature]</i>	Marianne M. Harwood	12/24/84
20	<i>[Signature]</i>	Edward L. Harwood	4/29/84
21	<i>[Signature]</i>	Aldene K. Kruetzman	4-29-84
21	<i>[Signature]</i>	Allen E. Kruetzman	9/24/84
22	BY: <i>[Signature]</i> Pres. BY: <i>[Signature]</i> Sec.	Breadview Lumber Company, Inc. Elizabeth L. Parsons	3/11/85

(1984)  
per Standard



Lot Number	Signature of Owners	Typed Names of Owners	Date
23	<i>Kathleen Laurie Van Drake</i>	Kathleen Laurie Van Drake	4-29-84
23	<i>Vance V. Van Drake</i>	Vance V. Van Drake	4/29/84
24	<i>Donna J. Patton</i>	Donna J. Patton	9-24-84
24	<i>Darrell D. Patton</i>	Darrell D. Patton	9-24-84
25	<i>Constance L. Kearns</i>	Constance L. Kearns	4-29-84
25	<i>Donald R. Kearns</i>	Donald R. Kearns	4/29/84
26	<i>Marjorie Van Orman</i>	Marjorie Van Orman	4-29-84
26	<i>Jerome B. Van Orman</i>	Jerome B. Van Orman	4/29-84
27	<i>Susan E. Adams</i>	Susan E. Adams	9-24-84
27	<i>William E. Gehron</i>	William E. Gehron	9-24-84
28	<i>Anna Perego</i>	Anna Perego	4-29-84
28	<i>Lucio Perego</i>	Lucio Perego	4/29/84
29	<i>Beverly A. Rudd</i>	Beverly A. Rudd	4/29/84
29	<i>Thomas A. Rudd</i>	Thomas A. Rudd	4/29/84
30	<i>Wanda L. Weaver</i>	Wanda L. Weaver	4-29-84
30	<i>Dale W. Weaver</i>	Dale W. Weaver	4/29/84
31	<i>Carol J. Niezer</i>	Carol J. Niezer	4-29-84
31	<i>William G. Niezer</i>	William G. Niezer	4-29-84
32	<i>Susan M. Johnson</i>	Susan M. Johnson	9-24-84
32	<i>Franklin A. Johnson</i>	Franklin A. Johnson	4/29/84
33	<i>Patricia Ranochak</i>	Patricia Ranochak	10/21/84
33	<i>James E. Ranochak</i>	James E. Ranochak	10/21/84
34	<i>Barbara B. Beardslee</i>	Barbara B. Beardslee	
34	<i>Stephen J. Beardslee</i>	Stephen J. Beardslee	
35	<i>Janet C. Bassford</i>	Janet C. Bassford	4-29-84
35	<i>Daniel J. Bassford</i>	Daniel J. Bassford	9-24-84
36	<i>Cynthia Anne Farkas</i>	Cynthia Anne Farkas	4-29-84
36	<i>Frederick P. Farkas</i>	Frederick P. Farkas	1-27-85
37	<i>Linda Br Webb</i>	Linda Br Webb	4-29-84
37	<i>Robert Michael Webb</i>	Robert Michael Webb	4-29-84
38	<i>Beverly A. Phillips</i>	Beverly A. Phillips	1-30-85
38	<i>George L. Phillips</i>	George L. Phillips	4-29-84
39	<i>Juliette A. Spears</i>	Juliette A. Spears	4-29-84
39	<i>Donald E. Spears</i>	Donald E. Spears	4/29-84
40	<i>Londa D. Habecker</i>	Londa D. Habecker	4-29-84
40	<i>Paul K. Habecker</i>	Paul K. Habecker	4-29-84

Noted  
Tara  
D. 9/26  
11/2/84

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STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the date written to the right of their respective names, personally appeared the individuals listed as Lot Owners of the Lot Number appearing to the left of each name, who stated and certified that they are the present Lot Owners for said Lots and acknowledged the execution of the foregoing Amendment to said Protective Restrictions, Covenants, and Limitations as his or her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 30 day of Jan., 1984.

Gene D. Hoening  
GENE D. HOENIG Notary Public  
Resident of Allen County, Indiana

My Commission Expires:

7-4-87

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STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Approved in accordance with Indiana Code, 8836-7 et seq., this 20th  
day of February, 1984.<sup>5</sup>

ALLEN COUNTY PLAN COMMISSION

BY: [Signature], Its President

BY: A. C. Spivey, Its Secretary  
A. C. Spivey 4-185

This Instrument prepared by Thomas E. Alter, Attorney at Law, 622 South Calhoun  
Street, Fort Wayne, IN 46802.

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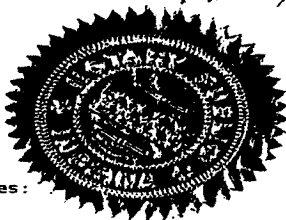
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STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 13 day of MARCH, 1985



*[Signature]*  
STEPHEN A. WYSE Notary Public  
Resident of Allen County, Indiana

My Commission Expires:

5/2/88

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