

Protective Restrictions, Covenants and Limitations of
NORTH SHORES SECTION I
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:

Bridgetown Run

4402	4412	4430	4518
4404	4417	4435	4525
4405	4418	4501	4530
4406	4422	4504	
4409	4425	4513	

Whalers Cove

4326
4328

NORTH SHORES SECTION I

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 or Tract shall be used except for residential purposes. Tracts as shown on the face of the plat shall not be used for more than two (2) dwelling units (either single family detached or attached units). Lots shall not be used for other than one detached single family dwelling which shall include not less than a two car garage which shall be built as part of said structure and attached thereto.

Section 2.

No single family building shall be built on any Lot or Tract 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, not less than 850 square feet for a dwelling of more than one story. No multiple family building shall be built on any Tract having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway or garage, of less than 520 square feet per dwelling for a dwelling of more than one story nor less than 900 square feet per dwelling for a one-story dwelling.

Section 3.

Side yards shall be seven (7) feet for both Lots and Tracts. No building shall be located on an interior Lot nearer than fifteen (15) feet to the rear Lot line.

Section 4.

No dwelling shall be erected or placed on any Lot or Tract 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 or Tract 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 Tract, or as shown on the plat. No owner of any Lot or Tract 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,

NORTH SHORES SECTION I

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 Tracts 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 or Tract, 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 or Tract 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 or Tract. 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 or Tract.

Section 11.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or Tract, 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 or Tract 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 or Tract.

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

NORTH SHORES SECTION I

construction of any building on any Lots or Tracts 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 or Tracts.

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 or Tracts 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 or Tract 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 or Tract shall install improvements serving said Lot or Tract 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 or Tract owner in this Subdivision.

Section 19.

Before any Lot or Tract 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 20.

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 21.

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.

Section 22.

No Lot or Tract or combination of Lots or Tracts may be further subdivided until approval therefore has been obtained from the Allen County Plan Commission.

NORTH SHORES SECTION I

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 or Tract 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.

[none]

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.