

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

84-026305

THE UNDERSIGNED, being the owners of not less than seventy-five percent (75%) of the lots located in Haverhill, Section V, 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:

"Section 1. 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."

RECORDED
AUDITOR OF ALLEN COUNTY

OCT 26 1984

DULY ENTERED FOR TAXATION

RECORDED
AUDITOR OF ALLEN COUNTY

OCT 26 1984

RECORDED
AUDITOR OF ALLEN COUNTY

INSTRUMENT S 8160

Sherry Bat



84-26305

"Section 2. Notwithstanding the foregoing, with respect to original construction of dwelling houses only, the powers otherwise vested in the Architectural Control Committee shall continue to be exclusively vested in Joseph L. Zehr, Orrin R. Sessions, and Paul Seitz, who have heretofore continuously exercised such powers with respect to original construction as the original members of the Architectural Control Committee. The above-named persons and their successors shall constitute the "Original Architectural Control Committee" (hereinafter referred to as the "Original Committee"), which shall be composed of three members, one of whom shall be designated as Chairman. The members shall serve for indefinite terms; provided, however, that all power and authority of said Original Committee and its members hereunder shall terminate at such time as all of the remaining unimproved Lots have been improved by a dwelling house approved by such Committee. In the event of death or resignation of any member of the Original Committee, the remaining members shall have full authority to designate a successor to serve the balance of the unexpired term, subject to approval of such successor by the Board of Directors, which approval shall not be unreasonably withheld. The Board of Directors shall not have authority to remove any member from the Original Committee. Except as herein specifically provided, the provisions of Section 1, including, without limitation, the rights and remedies available to the Association for the enforcement of this Article and Article VII, shall be fully applicable with respect to such original construction. The Architectural Control Committee shall be vested with exclusive authority, in accordance with the provisions of Section 1, with respect to all improvements except such original construction of dwelling houses. Neither the Original Committee nor the Architectural Control Committee shall exercise its powers in a manner inconsistent with the provisions of these Protective Restrictions, Covenants and Limitations."

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, 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 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 24. No swimming pool (excepting portable wading pools for children) shall be permitted above ground level on any lot. Any swimming pool, hot tub, or similar structure having a capacity of more than 150 gallons of water must be completely enclosed by a "privacy fence" that is not less than six (6) feet in height."

"Section 25. 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 26. No free standing or detached solar panels, chasers, or similar structures shall be permitted on any Lot."

"Section 27. 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 28. 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."

8426305

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:

Lot Number	Signature of Owners	Typed Names of Owners	Date
333		Ruth A. Dinovo	
334	<i>Peggy A. Whitehead</i>	Peggy A. Whitehead	July 1, 1984
334	<i>Paul D. Whitehead</i>	Paul D. Whitehead	July 1, 1984
335	<i>Kimberly Ann McIntosh</i>	Kimberly Ann McIntosh	July 1, 1984
335	<i>Tyce W. McIntosh</i>	Tyce W. McIntosh	July 1, 1984
336	<i>Kaye F. Betz</i>	Kaye F. Betz	July 16, 1984
336	<i>Ronald C. Betz</i>	Ronald C. Betz	6-29-84
337	<i>Marjorie J. Dafforn</i>	Marjorie J. Dafforn	7-16-84
337	<i>Danny G. Dafforn</i>	Danny G. Dafforn	7-16-84
338	<i>David R. Bertalini</i>	David R. Bertalini	6-29-84
		DONALD R. MATTHEWS	
339, 340, 342, 345, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 363, and 364-Block O	BY: <i>Paul Seitz</i> Paul Seitz, Pres.		
	BY: <i>Joseph L. Zehr</i> Joseph L. Zehr, Sec.		
341	<i>Juanita M. Feber</i>	Juanita M. Feber	6-29-84
341	<i>Donald E. Feber</i>	Donald E. Feber	6-29-84
343	<i>Nancy L. Wade</i>	Nancy L. Wade	6-29-84
343	<i>Louis R. Wade II</i>	Louis R. Wade II	6-29-84
344	BY: _____ Pres.	Verex Relocation Services, Inc.	
	BY: _____ Sec.		
346		Lorene Hodell	
346		Robert D. Hodell	
347		Edna Kram	
347		Dennis Lee Frick	
348	<i>Jeffery H. Tigges</i>	Jeffery H. Tigges	7-1-84

8426305

Lot Number	Signature of Owners	Typed Names of Owners	Date
362	<u>Holly R. Diehl</u>	Holly R. Diehl	<u>7/1/84</u>
362	<u>Lon J. Diehl</u>	Lon J. Diehl	<u>7/1/84</u>

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the 7th day of June, 1984, personally appeared Paul Seitz and Joseph L. Zehr, the President and Secretary, respectively, of The Aboite Corporation, an Indiana Corporation, who, being duly sworn upon oath, stated and certified that The Aboite Corporation is the present Lot Owner for the Lots numbered to the left of their signatures, and acknowledged the execution of the foregoing Amendment to said Protective Restrictions, Covenants, and Limitations for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 7th day of June, 1984.

Betty J. Mitchell
 Betty J. Mitchell, Notary Public
 Resident of Allen County, Indiana

My Commission Expires:
May 5, 1985

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the respective dates written opposite each signature, personally appeared each of the Lot Owners whose names are typed or printed and signed opposite the following Lot Numbers: 334 through 338; 341; 343; 348; and 362; and acknowledged the execution of the foregoing Amendments to Protective Restrictions, Covenants and Limitations for Haverhill, Section V.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 1/17 day of January, 1984.

Michael R. Cox
 Michael R. Cox, Notary Public
 Resident of Allen County, Indiana.

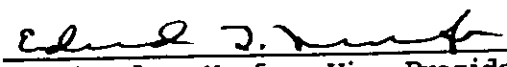
My commission expires:
March 21, 1988

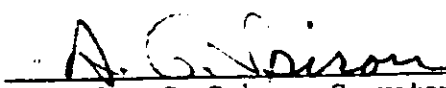
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

APPROVED this 24th day of October, 1984.

ALLEN COUNTY PLAN COMMISSION


Lester C. Gerig, President


Edward L. Neuffer, Vice President


Arthur G. Spirou, Secretary

This instrument prepared by David A. Scott, Attorney at Law.



8426305