

BY-LAWS
OF
WATERSWOLDE COMMUNITY ASSOCIATION, INC.

ARTICLE I

OBJECTS AND PURPOSES

Section 1: The objects and purposes of the Corporation shall be those as set forth in the Articles of Incorporation heretofore duly filed on January 27, 1954, in the Office of the Secretary of State of Indiana and duly recorded in the Recorder's Office of Allen County, Indiana, on February 2, 1954, a file stamped copy of which is in the official minute book of the Corporation.

ARTICLE II

MEMBERS

Section 1: Membership in the Corporation shall be limited to owners of lots in WATERSWOLDE, Section "A", and the owners of other lots in other sections of WATERSWOLDE as may be platted from time to time. When any lot or portion of lot is owned by two or more persons, such persons shall jointly have but one vote. Park areas owned by the Corporation shall not entitle said Corporation to a vote.

ARTICLE III

MEETINGS OF MEMBERS

Section 1: The annual meeting of the members of this Corporation shall be held at an appropriate meeting place approved by the Board of Directors. Said meeting shall be held during the month of January of each year for the election of Directors and such other business as may properly come before said meeting. Notice of the time and place of said meeting shall be given by written notice mailed at least ten (10) days previous thereto addressed to each member at the post office address of the member appearing in the books of the Corporation.

Section 2: Special meetings of the members of the Corporation may be called at any time on request of a majority of the Board of Directors or by the President when requested by a majority in number of the members. A notice of every special meeting, stating the time, place and object thereof, shall be given by mailing at least ten (10) days before such meeting addressed to each member at his post office address as the same appears on the books of the Corporation.

ARTICLE IV

BOARD OF DIRECTORS

Section 1: The business, property and affairs of this Corporation shall be managed by a Board of Directors consisting of five (5) Directors, each of whom shall be a member of this Corporation. The first Board of Directors shall be the Board of Directors named in the Articles of Incorporation and shall serve until the first annual meeting of the membership. At the first annual meeting of the membership, two (2) Directors shall be elected by the membership for a term of one (1) year; and three (3) Directors shall be elected for a term of two (2) years, or until their successors are duly elected and qualified. At the expiration of the terms of the aforesaid one (1) year Directors, their successors shall be elected by the membership at the annual meeting for a term of two (2) years. At the expiration of the terms of the aforesaid two (2) year Directors, their successors shall be elected by the membership at the annual meeting for a term of two (2) years. Thereafter all Directors shall be elected by the membership at the annual meetings for terms of two (2) years.

Section 2: Vacancies in the Board of Directors shall be filled by a majority vote of the remaining Directors at any special meeting of the Board and shall serve for the unexpired term of the vacancy and until their successors are duly elected and qualified.

Section 3: An annual meeting of the Board of Directors shall be held during the month of January of each year immediately following the annual meeting of the members of the Association.

Section 4: Special meetings of the Board of Directors may be called by the President or by any three (3) Directors upon three (3) days' prior written notice addressed to the Directors at their post office addresses as the same appear on the books of the Corporation, provided, however, such notice may be waived in writing, and provided, further, that attendance at the Board of Directors meeting shall constitute a waiver.

Section 5: A majority in attendance at the Board of Directors meeting shall constitute a quorum.

Section 6: On or before December 31 each year, the Board of Directors shall appoint an auditing committee consisting of at least three (3) members to audit the books of the Corporation for said calendar year. Directors of the Corporation shall be excluded from membership on said committee. Said committee shall make its report at the annual meeting of the Corporation immediately following said date of December 31.

Section 7: All committees shall be appointed by the Board of Directors.

Section 3: A quorum for the conduct of business of any meeting, either annual or special, shall consist of a majority of the members in good standing and whose membership dues and maintenance fees are paid currently to said meeting. Said members may be present either personally or by written proxy. Each member so present shall have but one vote for any lot or separate parcel of real estate standing in his name.

Section 4: The annual membership dues and maintenance fees for the year ended December 31, 1954, shall be fixed by a vote of the membership at a special meeting to be called by the Board of Directors for said purpose. The annual membership dues and maintenance fees for each calendar year thereafter shall be fixed and assessed at the annual meeting of the members of this Corporation. In the event the Board of Directors deems it necessary during the course of any calendar year to change the amount of said annual membership dues and maintenance fee for said calendar year, said Board of Directors may call a special meeting of the membership for said purpose; and said membership dues and maintenance fees for said year may be changed in accordance with a vote of the majority of the members present in person or by written proxy at said special membership meeting, in good standing and whose membership dues and maintenance fees are paid to date thereof, except as provided in Section 5 of this Article III.

Section 5: The annual membership dues and maintenance fees fixed and assessed at the annual meeting of the membership of this Corporation shall be payable on or before April 1 of each year. Any subsequent change in membership dues and maintenance fees shall be payable within sixty (60) days from and after the date of the special meeting changing the amount thereof unless otherwise directed by a vote of the membership at said special meeting.

Said annual membership dues and maintenance fees and any changes therein shall be assessed upon the owner of each lot or separate parcel of land, the owner of each lot or separate parcel of land being assessed for a separate membership due and maintenance fee for each lot or separate parcel of land owned by him, except that in the case of Garnet Waters Oser and Walter R. Oser, there shall be no membership dues and maintenance fees assessed for the period ended December 31, 1954, and except, further, that said Osers shall be assessed for but one membership due and maintenance fee in each year thereafter, irrespective of the number of lots owned by said Osers.

In the case of initial purchase of lots or separate parcels of real estate from said Osers, after the beginning but prior to the end of any calendar year, the maintenance fee shall be based on a quarterly proration thereof. Under such circumstances, the initial purchaser's liability for membership due and maintenance fee shall be based on the number of quarters remaining in said calendar year from and including the quarter of said calendar year in which the deed is delivered to said purchaser. Said membership due and maintenance fee shall be payable within thirty (30) days after delivery of deed to said purchaser.

ARTICLE V

OFFICERS

Section 1: The Board of Directors shall at the first meeting of the Directors choose by majority vote a President, Vice President, Secretary and Treasurer. Each of such officers shall serve until the first annual meeting of the Board of Directors. At the first annual meeting of the Board of Directors, said Board of Directors shall by majority vote choose a President, Vice President, Secretary and Treasurer. Each of such officers shall serve for a term of one (1) year or until their successors are duly elected and qualified.

Section 2: The duties of the President, Vice President, Secretary and Treasurer shall be such as are usually imposed upon such officials of corporations, and as are required by law and such as may be assigned to them respectively by the Board of Directors from time to time.

ARTICLE VI

SEAL

Section 1: The seal of the Corporation shall be in the form of a circle and shall bear the name of the Corporation.

ARTICLE VII

AMENDMENTS

Section 1: These By-Laws may be amended at any membership meeting by a majority vote of members present in person or by written proxy; provided, however, that reasonable notice in writing is given to the members concerning the proposed amendment to be acted upon in a notice addressed to the members of such meeting.

AMENDMENT TO THE
BY-LAWS OF WATERSWOLDE
COMMUNITY ASSOCIATION, INC.

Amendment as passed at the 1/21/65 annual meeting.

Addition of the following paragraph to Article III, Section 5.

"Dues not paid by May 1st, will be assessed an additional 10% delinquency fee. Another 10% charge will be added to dues and fee if unpaid by June 1st."

WATERSWOLDE

Section A

AMENDED RESTRICTIONS AND LIMITATIONS

The undersigned hereby declare that they are the owners of all of the lots and land included within Waterswolde, Section "A", being a subdivision of the East half of the Northeast quarter of Section 11, Township 31 North, Range 12 East, Allen County, Indiana, all as shown of record in Plat Record Book 19, pages 47-48 in the Office of the Recorder of Allen County, Indiana; that as such owners they hereby rescind and revoke the restrictions and limitations heretofore affecting said Waterswolde, Section "A", and do hereby expressly substitute in lieu of said restrictions and limitations as heretofore set of record in Plat Record Book 19, pages 47-48 in the Office of the Recorder of Allen County, Indiana, the following:

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WATERSWOLDE

Section A

AMENDED RESTRICTIONS AND LIMITATIONS

All lots in the aforesaid addition shall be subject to the restrictions and limitations hereinafter enumerated and all of said restrictions and limitations shall be considered a part of every conveyance of a lot in said addition without being written therein. Said limitations and restrictions shall be covenants running with the land for the benefit of each and all the owners of the lots in said addition, all or any of whom shall be entitled to injunctive relief against any violation or attempted violation of said limitations and restrictions and also to damage for injuries in an action at law resulting from any violation thereof, it being the intention to confine enforcement of the limitations and restrictions hereby imposed by proceedings in equity and by actions

at law and there shall be no right of reversion or forfeiture of title resulting from the violation of said limitations and restrictions or any of them.

The limitations and restrictions imposed upon the lots in said addition are as follows:

(1) No lot shall be used for other than residential dwelling purposes, nor may any trade, business or profession be conducted within any building on such lot.

(2) No lot shall be subdivided to form units of less area, nor shall more than one building for the dwelling purposes be erected upon a lot. No such building may exceed two stories in height, and shall be limited to single family use.

27 (3) No building for the principal use as a dwelling and appurtenances, exclusive of open porches or verandas, may be erected nearer the street front line of a lot than is indicated by the building line shown on the face of the plat. A side-line clearance of not less than 20 feet shall be maintained between the lot line and the principal building structure. Detached garage or garden structures situated within the rear quarter of an inside lot may be erected with such side-line clearance of not less than five feet. No building shall be erected within the public easements indicated in the plat.

(4) ~~No lot shall be used at any time for a temporary residence~~ nor shall any temporary residential structure or abode of any kind be permitted at any time upon any lot. This restriction is intended to prevent living in a trailer, garage and every other kind of vehicle structure or building except a permanent dwelling. No building for any use may be moved into and upon any lot. No building for the principal use as a dwelling or for appurtenant use, may be allowed to remain unfinished as to its exterior facades, for more than one year following the inception of construction.

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(5) No building for the principal use as a dwelling costing less than \$16,000.00 shall be erected within any lot in this plat, nor shall the ground floor area of such building be less than 1300 square feet in the case of a one-story plan, nor less than 960 square feet in the case of a two-story plan, or, one-and-one half story plan; such floor areas to be construed as exclusive of porches or garage if attached.

27 (6) No building shall be erected, placed or altered on any building lot until the external design and location thereof have been approved by the present owners or by a neighborhood committee constituted as hereinafter provided, nor shall any building for the principal use as a dwelling be occupied until the exterior finish of the building is completed in accordance with the plans and specifications which the owner and builder thereof shall submit to the present owners of the real estate in said plat of WATERSWOLDE, Section "A" or a neighborhood committee as hereinafter constituted and provided for.

(7) Until such time as a public water supply and public sanitary sewerage system are available, the dwelling in this Addition shall have private water supply and a private sewage disposal system. In order to insure that no sanitary sewage is deposited or allowed to drain into the storm water system and in order to further insure that no storm water or rain run-off or surface water caused by precipitation shall at any time be discharged or permitted to flow into the sanitary sewerage system on any lot, the owner or builder of any structure on any lot in said Addition shall notify the present owners or a neighborhood committee, as hereinafter provided for and constituted, prior to the completion of the rough plumbing in said house or said dwelling so that proper inspection may be made to insure that such or either of the above

situations do not develop, giving reasonable opportunity for such inspection before connection of any down spouts or sanitary sewage tile or pipes. The location and the construction of the private water supply and sanitary and rain and storm water-run-off system shall further comply with the rules and regulations of the Allen County Health Office, and the County Sanitary Officer shall be notified not less than five days in advance of the installation of said facilities so that an inspection may be made before said sewage disposal facilities are covered and said water supply system is connected.

27 (8) No fences shall be constructed on any lot in said Addition nearer to the front property line thereof than the building line as set forth on the plat of said addition, but this restriction shall not prevent the planting of shrubbery and the growing of hedges for ornamental and decorative purposes.

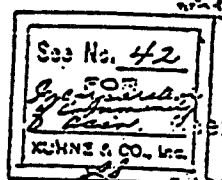
(9) No billboards or other advertising signs or devices shall be erected on any lot in said Addition, but this restriction shall not prevent professional men from placing their name plates upon their house or prevent the placing of one "For Sale" sign on any lot by a realtor with the permission of the owner of said lot.

(10) No livestock shall be kept upon any lot in said Addition except domestic pets.

(11) All lots in said Addition shall be subject to the easements indicated upon the foregoing plat for any or all of the following purposes.

For the erection, construction and maintenance of poles, wires or conduits, and the necessary or proper attachments in connection therewith, for the transmission of electricity or for telephone or other purposes; also for the construction and maintenance of surface and storm water drains, public sewers, pipe lines for supplying gas, water and heat; and for any other public or quasi-

public utility or function maintained, furnished or performed by or in any method beneath the surface of the earth. Any municipal public or quasi-public corporation engaged in supplying one or more of the above utilities shall have the right to enter upon the strips of land subject to said easements for any purposes for which said easements or right-of-way are reserved.



(12) The undersigned owners and the platters, Garnet Waters Oser and Walter R. Oser, her husband, hereby declare that it is their purpose to organize an association and to incorporate the same under the laws of the State of Indiana for a not-for-profit corporation, said organization to consist of the lot owners in not only section "A", of Waterswolde, but whatever other Section or Sections of Waterswolde which may hereafter be platted, to the end that the owners of the lots in the combined plats of Section "A", Waterswolde, and whatever other section or Sections as may be platted, shall have one association, to function in behalf of all the owners of lots in said Section "A", and whatever other Section or Sections as may be platted. To the end of accomplishing such association, whenever the owners of three-fourths of the lots in said Section "A" the owner of each lot being considered as having one vote, determine to organize an association, they may do so, and such association shall be incorporated under the laws of the State of Indiana providing for not-for-profit corporations, and the purposes for which said corporation are formed shall embody a specific provision providing that other owners of other lots in another Section or Sections of Waterswolde as may be platted from time to time may become members of said not-for-profit corporation. Said not-for-profit corporation acting as and for an association of the owners of lots as aforesaid may impose upon the owner of each lot an annual maintenance fee in an amount to be by said corporation determined, and funds so collected shall be used by said corporation for the purpose of

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maintaining and supervising the uses of the park areas as in the plat of Section "A" and any other plat or plats of Waterswolde shown as park areas and indicated as "Waterswolde Park" and "The John Waters Park." Said maintenance fee may be further used for the care, maintenance and cleaning of streets, removing of snow, cutting of weeds on sold or vacant lots, repairing of public drains and for such other purposes as said corporation may desire, provided that such use is for the general benefit of said Section "A" or any other Sections of said Waterswolde as and when platted.

27 When said association has been organized and incorporated as aforesaid, said maintenance fee imposed shall be and constitute a lien on each lot, inferior only to taxes, assessments and bona fide mortgages thereon. No such association shall be deemed to be organized until its articles of incorporation as a not-for-profit corporation are duly recorded and filed as required by the laws of the State of Indiana.

(13) Excepting only those trees which must be removed for the imminent construction of a dwelling house and its appurtenant structures or for the installation of public utilities within the easements as set forth in the recorded plat or in the recitals therein, no tree or trees may at any time be removed by an owner either from a lot or from a public street, easement or park areas without the consent in writing of the undersigned platters, Garnet Waters Oser and Walter R. Oser, her husband, or a special tree committee of three members to be appointed by the duly elected president of Waterswolde Association, Incorporated, or any other not-for-profit corporation that may be formed as hereinabove mentioned.

(14) The undersigned owners, Garnet Waters Oser and Walter R. Oser, her husband, hereby declare their intention to dedicate for

27 park and playground purposes for the use and benefit only of the residents of Waterswolde, Section "A" and the other Sections of said Waterswolde as may be platted from time to time and to do so as soon as said not-for-profit corporation is formed and enters into a covenant to fully maintain said park areas and pay all taxes, charges, assessments and expenses incident to the use thereof. Park areas are partially indicated on the plat of Section "A" as the John Waters Park and to be platted additional area to said The John Waters Park and Waterswolde Park. Although platted, the right, title and interest in and to said The John Waters Park and Waterswolde Park shall be retained in said owners, Garnet Waters Oser and Walter R. Oser, until said association hereinabove mentioned shall have been organized as a not-for-profit corporation as hereinabove provided and until said corporation by its official act has specifically accepted said park areas for the purposes stated hereinabove and subject to the conditions herein provided and to be provided, in the plat and restrictions and limitations applying to Waterswolde, Section "B" and other Sections of Waterswolde.

(15) When or at any time after fifty per cent (50%) of the lots in said Waterswolde, Section "A" have been sold, the owners may form a neighborhood committee consisting of three (3) members, and when and after said not-for-profit corporation hereinabove provided for shall have been formed and as provided, they shall appoint said neighborhood committee of three (3) members, which committee shall be elected by the owners of the majority of the lots, subject to the covenants herein set forth. Said committee shall assume the authority for the approval or disapproval of the design and location of buildings as hereinabove provided under paragraph (6) and for the purpose of approval or disapproval of the exterior finish of buildings as hereinabove provided in paragraph (6) and for the

27 appointment of the special tree committee as hereinabove provided under paragraph (13) and for such other function or functions as may be entrusted to it. It is hereby expressly provided that if such committee fails to approve or disapprove the design and location within thirty (30) days after the plans hereinabove required to be submitted to it, or if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required. Likewise, the same provisions shall apply to the approval of the exterior finish of the building in refusal of occupancy by an owner or tenant until such exterior finish is completed. A separate committee may also be formed to supervise the provisions of paragraph (7) herein pertaining to sewage disposal and placement of water supply.

(16) These restrictions and limitations shall run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from date these covenants are recorded, after which time said covenants shall be automatically extended for periods of five (5) years each except as hereinafter provided.

(b) Any and all of these restrictions and limitations may be changed or abolished entirely at any time by agreement of sixty per cent (60%) of the then owners of lots, said owners being allowed one (1) vote for each lot as platted which they may then own, evidenced by an instrument in writing signed by said owners or their duly authorized agents and duly recorded in the Office of the Recorder of Allen County, Indiana.

(17) Invalidity of any one of these restrictions and limitations by judgment or court order shall in no wise affect any of the other restrictions or limitations herein, which shall remain in full force and effect.

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husband and wife, this 18th day of December, 1953, and acknowledged the foregoing Amended Restrictions and Limitations to Waterswolde, Section "A", as their voluntary acts and deeds.

(Notary Seal)

John H. Logan, Notary Public

Approved January 28, 1954 by the Board of Commissioners of Allen County, Indiana.

Erwin Knight

Samuel Cook

P. E. Henebry

Recorded February 6, 1954 Miscellaneous Record 150, pages 577-582.

AMENDMENT TO RESTRICTIONS AND LIMITATIONS

IN

WATERSWOLDE SECTIONS A, B, C.

The undersigned hereby declare they are the owners of more than sixty per cent (60%) of the lots in WATERSWOLDE, SECTIONS "A", "B", and "C", being subdivisions of the East Half of the Northeast Quarter of Section 11, Township 31 North, Range 12 East, Allen County, Indiana; that as such owners they hereby rescind and revoke Restrictions 3, 6, and 15 of the Amended Restrictions and Limitations of Waterswolde Section "A" and in so doing rescind and revoke said restrictive covenants as they also affect said Waterswolde Section "B" and Section "C" and do hereby expressly substitute in lieu of said Restriction 3, Restriction 6, and Restriction 15 as heretofore set of record and recorded in the office of the recorder of Allen County, Indiana, the following as further Amended Restrictions and Limitations and do further add a new Restrictive Covenant being Restrictive Covenant 15.5.

Said Amended Restrictions and Limitations 3, 6, and 15 and said new Restriction 15.5 are as follows:

- (3) No building for the principal use as a dwelling and appurtenances, exclusive of open porches or or verandas, may be erected nearer the street front line of a lot than is indicated by the building line shown on the face of the plat. A side-line clearance of not less than 20 feet shall be maintained between the lot line and the principal building structure. No building shall be erected within the public easements indicated in the plat.
- (6) No building shall be erected, placed, altered or extended on any building lot until the external design and location thereof have been first approved in writing by a building committee constituted as hereafter provided; nor shall any building be occupied until the exterior finish of said building is substantially completed in accordance with the plans and specifications which the owner and builder thereof shall submit to said building committee. Provided, however, that upon the submission of the plans and specifications showing the external design and location of said building to it, said building committee shall have thirty (30) days from and after its receipt of said submission within which to approve or disapprove same in writing. This period of thirty (30) days may be extended only

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& DATE

by the mutual consent of said owner and builder and said building committee in writing. Provided, further, after submission of said plans and specifications to it as aforesaid, said building committee fails to approve or disapprove same in writing within said thirty (30) day period or any said mutual written extension thereof, then said requirements for said written approval shall be considered waived and said owner and builder may proceed without any written approval from said building committee. Provided, further, if after submission of said plans and specifications to said building committee and prior to its written approval thereof or lapse of above time limits, said owner and builder shall commence or attempt to commence any work of erection, placement, alteration or extension, same may be enjoined by and any legal action may also be brought against said owner and builder by Waterswolde Community Association, Inc. Provided, further, that if any erection, placement, alteration or extension is commenced without said owner and builder having first obtained written approval from said building committee, then Waterswolde Community Association, Inc. shall have until thirty (30) days following the completion and occupancy thereof in which to take legal action for damages and for injunctive relief. The decision of said building committee as to whether said building is substantially completed and occupied shall be binding and conclusive on all interested persons.

- (15) It is hereby stipulated that more than fifty per cent (50%) of the lots in Waterswolde Section "A" have been sold; that a not for profit corporation has been legally formed and is duly and legally incorporated and operating under the laws of the state of Indiana;

The Board of Directors of Waterswolde Community Association, Inc. and their successors shall appoint a building committee. Said committee shall assume the authority for the approval or disapproval of the design and location of buildings and approval or disapproval of the exterior finish of buildings as hereinabove provided in Paragraph 6.

In addition to appointing such building committee, said Board of Directors of Waterswolde

Community Association, Inc. and their successors shall appoint such other committees from time to time as said Board of Directors may deem necessary and shall have the authority to empower such committees to act, including without limitation a special tree committee, and to prescribe the powers and duties of said committees.

(15.5) To the end that these restrictions and limitations may be effectively enforced, said Board of Directors of Waterswolde Community Association, Inc. is hereby vested with all rights, powers, and authority to take necessary steps on behalf of said corporation to enforce any and all covenants of record affecting Waterswolde Section "A", Section "B", Section "C", and any other sections of Waterswolde hereafter platted. Said Board of Directors of Waterswolde Community Association, Inc. shall be entitled to take action on behalf of the owners of all or any of the lots for injunctive relief for violation or attempted violation of said restrictions and limitations and also to institute any action for damages for injury to any owner or owners of lots resulting from said violation or attempted violations of said restrictions and limitations. It is the intention herewith that in addition to all of the separate and several rights and causes of action for the benefit of each and all owners of lots in said Sections of Waterswolde, said Board of Directors shall take any action on any of the above matters, it shall be conclusively presumed that the lot owners have agreed to such action.

IN WITNESS WHEREOF, we, the undersigned owners have hereunto placed our hands and seals opposite the description of the real estate owned by each of us.

LOT NO.

WATERSWOLDE SECTION "A"
OWNERS

1.

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

83-23683

AFFIDAVIT CONCERNING PERMISSION
FOR WAIVER OF AREA RESTRICTION

THE UNDERSIGNED JACK P. MARTIN and BARBARA A. MARTIN, Husband and Wife, who being first duly sworn upon their oath, states that the attached "Consent of Property Owners" represents permission on behalf of at least sixty per cent (60%) of the lot owners in Waterswolde Addition, Sections A, B and C, a platted subdivision in Washington Township, Allen County, Indiana, for the undersigned to enlarge their residence on the following described real estate, according to the specific plans and specifications submitted by them to the Building Committee of the Waterswolde Community Association, Inc., to-wit:

Lot 22, Section B of Waterswolde Addition according to the recorded plat thereof in the Allen County Recorder's Office.

This "Consent of Property Owners" which is attached hereto, made a part hereof and marked Exhibit "A" is prepared and recorded under Paragraph 16(b) of the Waterswolde Amended Restrictions and Limitations recorded on February 6, 1954 in Miscellaneous Record 150, pages 577-582 in the Allen County Recorder's Office.

Jack P. Martin
Jack P. Martin
Barbara A. Martin
Barbara A. Martin

SUBSCRIBED AND SWORN to before me, a notary public, in and for said county and state this 12 day of OCTOBER, 1983.

Thomas S. Locke
Thomas S. Locke Notary Public
(Resident of Allen County)

My Commission Expires:
9-21-1987

1983 OCT 13 A
ALLEN COUNTY IN
Thomas S. Locke

Pg 2 of 4

This consent is executed in consideration of the special circumstances of the owners of Lot 22 and is not intended to serve as a waiver, cancellation or nullification of paragraph 3 of said Restrictions or any other restrictions or limitations as they affect Lot 22 or any other lots in said subdivision.

OWSER

OWNER	LOT NO.
Thomas Locke	47
Jas. v. Patel	52
Symon J. Buser	48
Estalier C. Buser	48
Mary Ann Henricks	39
Barbara J. Holbrock	45
Mailey Boudon	51
James C. Boudon	42

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This consent is executed in consideration of the special circumstances of the owners of Lot 22 and is not intended to serve as a waiver, cancellation or nullification of paragraph 3 of said Restrictions or any other restrictions or limitations as they affect Lot 22 or any other lots in said subdivision.

OWNER

		LOT NO.
Keith & Vincent	Charles F. Vincent	3
Liz Oberley	James L. Oberley	12
John F. Mathew	Sonia Mathew	11
Bob & Gail		10
Lauren & Lauren	Nancy N. Lauren	5
Dennis Buck	Edith Buck	2
Vernon W. Frage	Marjorie R. Frage	7
Clayton D. Faye	Elihu D. Faye	8
Arthur W. Faye	Erlyn D. Faye	46

AMENDMENT
TO THE RESTRICTIONS AND LIMITATIONS
FOR
WATERSWOLDE ADDITION, SECTION A,
WATERSWOLDE ADDITION, SECTION B,
AND WATERSWOLDE ADDITION, SECTION C

✓✓ The undersigned, being the owners of at least 60% of the lots in Waterswolde Addition, Sections A, B, and C, and being desirous of amending and altering the protective restrictions and limitations contained in the Amended Restrictions and Limitations of Waterswolde, as recorded in Miscellaneous Record 150, pages 577-582, in the Office of the Recorder of Allen County, Indiana, do hereby make and affect the following addition thereto:

No trailer, camper, camping trailer, mobile home, motor home, travel trailer, semi-tractor, boat, or boat trailer shall be stored outside on any lot for a period of more than thirty (30) days within a calendar year without written permission from the Waterswolde Building Committee. Any violation of the foregoing restriction lawfully existing at the time this amendment becomes effective shall be considered a non-conforming use, and said existing violation shall be permitted to continue; however, said violation shall not be expanded or enlarged upon and replacement of the vehicle shall not qualify storage of the newly acquired vehicle as a non-conforming use.

IN WITNESS WHEREOF, the undersigned have set their hands this 25th day of July, 1992.

Signature: Paul A. Knose
Printed Name: PAUL A. KNOSE

Owners, Lot Number 31

Signature: Nancy A. Knose
Printed Name: NANCY A. KNOSE

Signature: Lanny L. Osure
Printed Name: LANNY L. OSURE

Owners, Lot Number 32

Signature: Dennis Cannon
Printed Name: DENNIS CANNON

Signature: Phillip J. Baker
Printed Name: PHILLIP J. BAKER

Owners, Lot Number 19

Signature: Julie T. Baker
Printed Name: JULIE T. BAKER

Signature: Carolyn S. Nightingale
Printed Name: CAROLYN S. NIGHTINGALE

Owners, Lot Number 40

Signature: Carolyn S. Nightingale
Printed Name: CAROLYN S. NIGHTINGALE

Signature: Karen L. Lubben
Printed Name: KAREN L. LUBBEN

Owners, Lot Number 37

Signature: James A. Lubben
Printed Name: JAMES A. LUBBEN

DULY ENTERED FOR TAXATION

JUL 28 1992

Allen County Recorder

92 JUL 28 PM 12:21

19
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AMENDMENT
TO THE RESTRICTIONS AND LIMITATIONS
FOR
WATERSWOLDE ADDITION, SECTION A,
WATERSWOLDE ADDITION, SECTION B,
AND WATERSWOLDE ADDITION, SECTION C

✓✓ The undersigned, being the owners of at least 60% of the lots in Waterswolde Addition, Sections A, B, and C, and being desirous of amending and altering the protective restrictions and limitations contained in the Amended Restrictions and Limitations of Waterswolde, as recorded in Miscellaneous Record 150, pages 577-582, in the Office of the Recorder of Allen County, Indiana, do hereby make and affect the following addition thereto:

No swimming pool or fixture containing more than 150 gallons of water shall be permitted above ground level on any lot. No hot tub shall be permitted on any lot without written permission from the Waterswolde Building Committee. Any violation of the foregoing restriction lawfully existing at the time this amendment becomes effective shall be considered a non-conforming structure, and said existing violation shall be permitted to continue; however, said violation shall not be expanded or enlarged upon nor shall the non-conforming structure be replaced.

IN WITNESS WHEREOF, the undersigned have set their hands this 25th day of July, 1992.

Signature: Paul A. Knase
Printed Name: PAUL A. KNASE

Owners, Lot Number 31

Signature: Julia A. Knase
Printed Name: JULIA A. KNASE

Signature: Larry J. Lore
Printed Name: LARRY J. LORE

Owners, Lot Number 32

Signature: Dennis Cannon
Printed Name: DENNIS CANNON

Signature: Phillip J. Baker
Printed Name: PHILLIP J. BAKER

Owners, Lot Number 19

Signature: Julie D. Baker
Printed Name: JULIE D. BAKER

Signature: Doreen M. Hightower
Printed Name: DOREEN M. HIGHTOWER

Owners, Lot Number 4C

Signature: Carolyn Hightower
Printed Name: CAROLYN HIGHTOWER

Signature: Karen Lybbekhusen
Printed Name: KAREN LYBBEKHUSEN

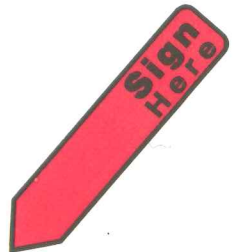
Owners, Lot Number 37

Signature: James A. Lybbekhusen
Printed Name: JAMES A. LYBBEKHUSEN

DULY ENTERED FOR TAXATION

JUL 28 1992

John K. Rummel
RECORDER OF ALLEN COUNTY



92 JUL 28 PM 12:32

19
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92-041393

Pg 3 of 3

92-41393

AMENDMENT
TO THE RESTRICTIONS AND LIMITATIONS
FOR
WATERSWOLDE ADDITION, SECTION A,
WATERSWOLDE ADDITION, SECTION B,
AND WATERSWOLDE ADDITION, SECTION C

✓✓ The undersigned, being the owners of at least 60% of the lots in Waterswolde Addition, Sections A, B, and C, and being desirous of amending and altering the protective restrictions and limitations contained in the Amended Restrictions and Limitations of Waterswolde, as recorded in Miscellaneous Record 150, pages 577-582, in the Office of the Recorder of Allen County, Indiana, do hereby make and affect the following addition thereto:

No radio or television antenna or satellite receiver ("dish") with more than 30 square feet of grid area or which attains a height in excess of 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 receiver ("dish"), or similar structure shall be permitted on any lot. Any violation of the foregoing restriction lawfully existing at the time this amendment becomes effective shall be considered a non-conforming structure, and said existing violation shall be permitted to continue; however, said violation shall not be expanded or enlarged upon nor shall the non-conforming structure be replaced.

IN WITNESS WHEREOF, the undersigned have set their hands this 25th day of July, 1992.

Signature: Paul A. Korse
Printed Name: PAUL A. KORSE

Owners, Lot Number 31

Signature: Judy A. Korse
Printed Name: JUDY A. KORSE

Signature: Lanny J. Osure
Printed Name: LANNY J. OSURE

Owners, Lot Number 32

Signature: Dennis Cannon
Printed Name: DENNIS CANNON

Signature: Phyllis Baker
Printed Name: PHYLLIS T. BAKER

Owners, Lot Number 19

Signature: Julie D. Baker
Printed Name: JULIE T. BAKER

Signature: Carol E. Nightingale
Printed Name: CAROL E. NIGHTINGALE

Owners, Lot Number 40

Signature: Carol E. Nightingale
Printed Name: CAROL E. NIGHTINGALE

Signature: Karen Lubbehusen
Printed Name: KAREN LUBBEHUSEN

Owners, Lot Number 37

Signature: James A. Lubbehusen
Printed Name: JAMES A. LUBBEHUSEN

DULY ENTERED FOR TAXATION

JUL 28 1992

Paul A. Korse
AUDITOR OF ALLEN COUNTY

92 JUL 28 PM 12:29

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ck