

AMENDMENT OF RESTRICTIONS  
FOR  
KEKIONGA SHORES SUBDIVISION

The undersigned, FORT WAYNE NATIONAL BANK, TRUSTEE, being the owner of more than seventy-five percent (75%) of the lots in Kekionga Shores, a subdivision in the South Half of Section 22, Township 30 North, Range 11 East in Allen County, Indiana, according to the plat thereof recorded in Plat Book 29 at pages 13-17 in the Office of the Recorder of Allen County, Indiana, hereby supplements and amends the Restrictions thereof as follows:

The building line shown on the said plat as being twenty-five (25) feet along the West side of Aboite Trail be, and it hereby is, amended and changed to twenty (20) feet and the provisions of Paragraph 5 of the said Restrictions, as they apply to the said building line, be, and they hereby are, amended.

*Quirk*  
ALLEN COUNTY RECORDER  
1968 MAY 10 AM 10 15

Dated this 10th day of April, 1968.

FORT WAYNE NATIONAL BANK, TRUSTEE

By *Thomas E. Quirk*

Thomas E. Quirk, Vice President

(SEAL)

ATTEST:

*Donald P. Bowser*  
Donald P. Bowser, Assistant  
Cashier

DULY ENTERED FOR TAXATION

MAY 10 1968

*Walter H. Summers*  
AUDITOR OF ALLEN COUNTY

Instrument B 1796

Allen County Recorder Document #: ms319-p465

AMENDMENT OF RESTRICTIONS  
FOR  
KEKIONGA SHORES SUBDIVISION

The undersigned, FORT WAYNE NATIONAL BANK, TRUSTEE, being the owner of more than seventy-five percent (75%) of the lots in Kekionga Shores, a subdivision in the South Half of Section 22, Township 30 North, Range 11 East in Allen County, Indiana, according to the plat thereof recorded in Plat Book 29 at pages 13-17 in the Office of the Recorder of Allen County, Indiana, hereby supplements and amends the Restrictions thereof as follows:

The building line shown on the said plat as being twenty-five (25) feet along the West side of Aboite Trail be, and it hereby is, amended and changed to twenty (20) feet and the provisions of Paragraph 5 of the said Restrictions, as they apply to the said building line, be, and they hereby are, amended.

*Dorothy E. Prew*  
ALLEN COUNTY RECORDER  
1968 MAY 10 AM 10 15

Dated this 10th day of April, 1968.

FORT WAYNE NATIONAL BANK, TRUSTEE

By *Thomas E. Quirk*

Thomas E. Quirk, Vice President

(SEAL)

ATTEST:

*Donald P. Bowser*  
Donald P. Bowser, Assistant  
Cashier

DULY ENTERED FOR TAXATION

MAY 10 1968

*Walter H. Summers*  
AUDITOR OF ALLEN COUNTY

Instrument B 1796

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STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

I, Betty J. Sommer, a Notary Public in  
and for said County and State, do hereby certify that on this  
       day of April, 1968, personally appeared Thomas E. Quirk  
       and Donald P. Bowser, personally known  
to me, who, having been duly sworn to me, did say that they  
Assistant  
are a Vice President and the Cashier, respectively, of FORT  
WAYNE NATIONAL BANK, a national banking association, that the  
seal affixed to the foregoing instrument is the corporate seal  
of said corporation and that said instrument was signed, sealed  
with the corporate seal of said corporation and delivered on  
behalf of said corporation by them with full authority to do  
so for the uses and purposes therein set forth and they sev-  
erally acknowledged the execution of the said instrument to  
be the free and voluntary act of said corporation and their  
own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and  
seal.

My Commission Expires:

August 10, 1969

Betty J. Sommer  
Betty J. Sommer, Notary Public

This instrument was prepared by William P. Fagan of the law firm  
of Livingston, Dildine, Haynie & Yoder, a member of the Allen  
County, Indiana Bar Association.

ALLEN COUNTY PLAN COMMISSION

Clis A. McFarland  
Ezra Shambach

Robert C. Hattaway

Book 29 Page 24-27

7646

86

Allen County Recorder  
1966 APR 15 AM 11 22

CORRECTED PLAT  
OF  
LOTS 104 TO 108, INCLUSIVE  
OF  
KEKIONGA SHORES, A SUBDIVISION  
IN THE SOUTH HALF OF SECTION 22,  
TOWNSHIP 30 NORTH, RANGE 11 EAST,  
ALLEN COUNTY, INDIANA

APR 15 1966

DEDICATION AND DESCRIPTION

William V. Somers  
NOTARY OF ALLEN COUNTY

FORT WAYNE NATIONAL BANK, TRUSTEE, and KEKIONGA SHORES COMMUNITY ASSOCIATION, INC., being the owners of the real estate shown and described in the Corrected Plat of Lots 104 to 108, Inclusive, of Kekionga Shores, a Subdivision in the South Half of Section 22, Township 30 North, Range 11 East in Allen County, Indiana, which is attached hereto and made a part hereof, do hereby lay out, plat and subdivide the said real estate in accordance with the information shown on the said attached Corrected Plat, and do hereby impose upon the said lots the Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision which were attached to and made a part of the Plat of Kekionga Shores Subdivision, as they appear in Plat Book 29, from pages 13-17 in the office of the Recorder of Allen County, Indiana, the same to be a part of this Dedication and Description to the same extent as if fully set out herein. The said Lots 104 to 108, Inclusive and Block "B" shall be known as the Corrected Plat of Lots 104 to 108, Inclusive, of Kekionga Shores Subdivision, in Allen County, Indiana.

The lots contained in said Corrected Plat are numbered from 104 to 108 consecutively and inclusively and the Block is designated as Block "B". All dimensions are shown in feet and decimals of a foot on said Corrected Plat. All easements specifically shown or described on the Corrected Plat are hereby dedicated to the public use for the purposes and subject to the conditions set forth in the Easements and Protective Covenants, Restrictions and Limitations referred to above.

IN WITNESS WHEREOF, FORT WAYNE NATIONAL BANK, TRUSTEE, and KEKIONGA SHORES COMMUNITY ASSOCIATION, INC. have caused their respective corporate names to be hereunto subscribed and their corporate seals to be hereunto affixed and attested by their officers duly authorized thereunto on this 29th day of March, 1966.

FORT WAYNE NATIONAL BANK, TRUSTEE  
By William V. Somers  
(William V. Somers) Vice President

By W. W. Miller  
W. W. Miller, Cashier

(Signatures continued on Page 2)

ENCLOSURE 4 551

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KEKIONGA SHORES COMMUNITY ASSOCIATION, INC.

By Paul Greve  
(Paul Greve) President

(SEAL)  
ATTEST:

Ray E. Bailey  
(Ray E. Bailey) Secretary

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM V. SOMERS and J. W. MILLER, personally known to me, who, having been duly sworn by me, did say that they are a Vice President and the Cashier, respectively, of FORT WAYNE NATIONAL BANK, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, sealed with the corporate seal of said corporation and delivered on behalf of said corporation by them with full authority to do so for the uses and purposes therein set forth, and they severally acknowledged the execution of the said instrument to be the free and voluntary act of said corporation and their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of March, 1966.

My Commission Expires:  
August 10, 1969

Betty J. Sommer  
Betty J. Sommer  
Notary Public

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL GREVE and RAY E. BAILEY, to me known, and known by me to be the persons, who as President and Secretary, respectively, of KEKIONGA SHORES COMMUNITY ASSOCIATION, INC., the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said corporation as

APPROVAL

APPROVED: BOARD OF COUNTY COMMISSIONERS,  
Allen County, Indiana

APPROVED: ALLEN COUNTY PLAN COMMISSION,  
Allen County, Indiana

Charles K. Kuykendall  
President  
Robert L. Vukobratovich  
Secretary

APRIL 15, 1966.

Walter K. Kell  
Henry D. Duster  
Wm. B. B. B. B.  
Robert L. Vukobratovich

William L. Sweet  
Surveyor,  
Allen County,  
Indiana

Dated April 13, 1966.

1966.

such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by the board of directors of said corporation; and that the corporate seal affixed to said instrument is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28 day of April, 1966.

My Commission Expires:

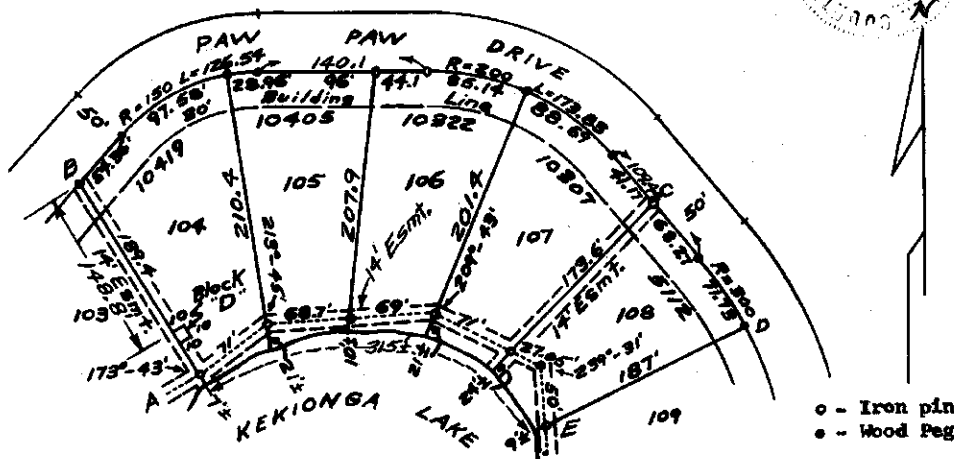
2nd 29, 1969

# 87

CORRECTED PLAT of Lots 104 to 108  
Inclusive, of KEKIONGA SHORES, a Subdivision in  
the South Half of Section 22, Township 30 North  
Range 11 East in Allen County, Indiana

Book 29 Page 67

Scale: 1" = 100'



**Description of Total Tract:**

A Tract of Land in the South Half of Section 22, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northerly corner of Lot # 103 in the Plat of Kekionga Shores, a subdivision in the South Half of Section 22, Township 30 North, Range 11 East, as recorded in Plat Book 29, pages 13-17 of the records of Allen County, Indiana; thence North 41 degrees 40 minutes East, a distance of 54.36 feet; thence Northeasterly on a curve to the right with a radius of 150 feet, a distance of 126.54 feet; thence East, a distance of 140.1 feet; thence Southeasterly on a curve to the right, with a radius of 200 feet, a distance of 173.83 feet; thence South 40 degrees 12 minutes East, a distance of 109.44 feet; thence Southeasterly on a curve to the right, with a radius of 300 feet, a distance of 71.73 feet to the Northerly corner of Lot # 109 of said Kekionga Shores; Thence South 63 degrees 12 minutes West, a distance of 187.0 feet to an iron pin on the North line of said Lot # 109; thence continuing South 63 degrees 12 minutes West, 9 feet more or less to the water's edge of Kekionga Lake; thence Northerly and Westerly on and along said water's edge, a distance of 315 feet more or less to a point which is South 31 degrees 25 minutes East, 197 feet more or less from the place of beginning; thence North 31 degrees 25 minutes West, 7 feet more or less to an iron pin on the Northeasterly line of Lot # 103 of said Kekionga Shores; thence continuing North 31 degrees 25 minutes West, a distance of 189.4 feet to the place of beginning, containing 2.33 acres more or less.

Points A, B, C, D and E on the above plat coincide with points on the original plat of Kekionga Shores.

**Description of Block "D"**

Commencing at the Northerly corner of Lot # 103 of Kekionga Shores, a subdivision in the South Half of Section 22, Township 30 North, Range 11 East; thence South 31 degrees 25 minutes East on and along the Northeasterly line of said Lot # 103, a distance of 148.8 feet to an iron pin; said iron pin being the point of beginning; thence North 58 degrees 35 minutes East, 10 feet to an iron pin; thence South 31 degrees 25 minutes East, 10 feet to an iron pin; thence South 58 degrees 35 minutes West, 10 feet to an iron pin on the Northeasterly line of said Lot # 103; thence North 31 degrees 25 minutes West, 10 feet to the point of beginning, containing 0.0023 acres more or less. Said tract contains a well to supply water to Kekionga Lake.

I, Dean M. Brenneman, hereby certify that I am a Professional Land Surveyor, licensed in compliance with the laws of the State of Indiana; that the above plat and description correctly represent a survey completed by me on March 26, 1966; that all markers shown thereon actually exist, and that their location, size type and material are accurately shown.

Dean M. Brenneman  
Dean M. Brenneman Ind. Reg. # 11058

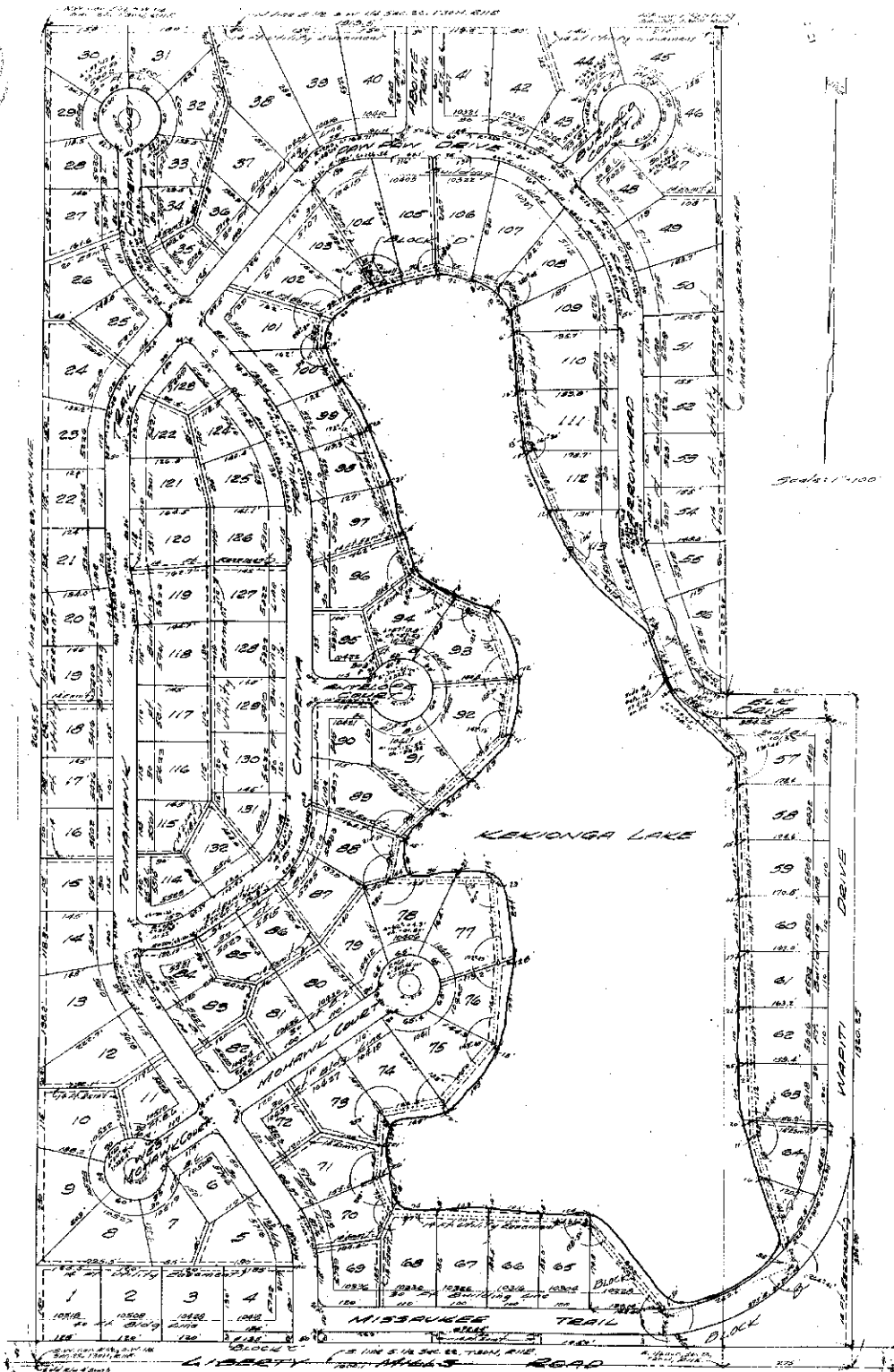


FOR REVISED EXHIBIT, RESTRICTIONS - SEE DOC 90-35872 9/5/90

# PLAT OF KEKIONGA SHORES

A Subdivision in the S 1/4 Section 28, T28N, E11E,  
Allen County, Indiana

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For Supplemental Restrictions See: Inst. #24123 Misc. Rec. 282, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

FOR EXAMINATION SEE DOC. 93-21057

CERTIFIED CORRECT 9-1-65

DAILY CHARGE FOR TAXATION

14-1-7

SEE PAGE 100

NOTED FOR RECORD  
JAN 10 1965

Certified correct  
14-1-7  
JAN 10 1965  
JAN 10 1965

comes, who, having been duly sworn by me, did say that they are a Vice President and the Cashier, respectively, of FORT WAYNE NATIONAL BANK, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, sealed with the corporate seal of said corporation and delivered on behalf of said corporation by them with full authority to do so for the uses and purposes therein set forth and they severally acknowledged the execution of the said instrument to be the free and voluntary act of said corporation and their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public

My Commission Expires:

This instrument was prepared by: William P. Fagan of the law firm of Campbell, Livingston, Dittine & Hayate, a member of the Allen County, Indiana Bar Association.

PLAT OF A SUBDIVISION  
A CERTIFICATE OF THE FORT WAYNE NATIONAL BANK,  
INCORPORATED IN INDIANA, BEING THE  
THE ALLEN COUNTY, INDIANA

DEDICATION AND DESCRIPTION

FORT WAYNE NATIONAL BANK, Trustee, has caused its corporate name to be accurately and verified by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by the Cashier on this 30th day of June, 1965.

The lots are numbered from 1 to 132 consecutively and inclusively and the blocks are lettered A, B, C and D consecutively and inclusively. All dimensions are shown in feet and decimals of a foot on the PLAT. All streets specifically shown or described on the PLAT are hereby dedicated to the public use for their usual purposes and those set forth in the attached easements and Protective Easements, Restrictions and Limitations.

IN WITNESS WHEREOF, FORT WAYNE NATIONAL BANK, Trustee, has caused its corporate name to be accurately and verified by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by the Cashier on this 30th day of June, 1965.

FORT WAYNE NATIONAL BANK, TRUSTEE

By \_\_\_\_\_

Vice President

(ONLY CHECK FOR TAXATION)

YES - YES

(SEAL)

ATTEST:

Cashier

STATE OF INDIANA )

COUNTY OF ALLEN )

I, Catherine M. Spradison, a Notary Public in and for Allen County and State, do hereby certify that on this 30th day of June, 1965, personally appeared M. V. Sauer and T. M. Butler, both of legal age, and

**LEGAL DESCRIPTION OF KERNONA SHORES**  
**A SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 11 EAST TOGETHER WITH PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA**

The East half of the Southwest quarter of Section 22, Township 30 North, Range 11 East in Allen County, Indiana, more particularly described as follows, to wit: Beginning at the South quarter corner of said Section 22, above Township and Range; thence West along the South line of said Quarter Section a distance of 1325.1 feet; thence Northwardly a distance of 2639.5 feet to a point on the North line of said Quarter Section, said point being situated 1319.5 feet West of the center of said Section 22, above Township and Range; thence East along said North line of the Southwest quarter of said Section 22, above Township and Range, a distance of 1319.5 feet to the center of said Section 22, above Township and Range; thence South along the North and South centerline of said Section 22, above Township and Range, a distance of 2639.5 feet to the point of beginning, containing 80.11 acres of land, more or less, subject to Liberty Mills Road right of way over and across the South 160.0 feet thereof, together with that part of the West half of the Southeast quarter of Section 22, Township 30 North, Range 11 East, Allen County, Indiana, being in particular described as follows, to wit: Commencing at the South Quarter corner of said Section 22, above Township and Range; thence North along the North and South centerline of said Section 22, above Township and Range, a distance of 1320.25 feet; thence East and parallel with the South line of the Southeast quarter of said Section 22, above Township and Range, a distance of 275.0 feet; thence South and parallel with the North and South centerline of said Section 22, above Township and Range, a distance of 1320.25 feet to the South line of the Southeast quarter of said Section 22, above Township and Range; thence West along the last named line, a distance of 275.0 feet to the place of beginning, containing 8.33 acres of land, more or less, subject to Liberty Mills Road right of way over and across the South 160.0 feet thereof. Said above described tracts of land containing 88.44 acres of land, more or less.

**CERTIFICATE OF PROFESSIONAL CIVIL ENGINEER**

I, Harry K. Gottschalk, hereby certify that I am a Professional Civil Engineer, licensed in compliance with the laws of the State of Indiana, and that this Plat correctly represents a survey completed by me June 30, 1965; that all the markers shown thereon actually exist and that their location, size, type and material are accurately shown. Said lots are numbered from 1 to 132, both inclusive, together with Blocks "A", "B", "C" and "D". None of the said real estate is located within four (4) miles of the corporate limits of the city of Fort Wayne, Indiana.

Harry K. Gottschalk  
Reg. Professional Civil Engineer  
Indiana Reg. No. 1145

DAILY ENTERED FOR TAXATION

14/36 SEPS - 1965

Walter A. Sumner  
AUDITOR OF ALLEN COUNTY



successors and assigns of the said Fort Wayne National Bank, Trustee.

2. Use. All Lots in the Subdivision shall be used only for single family residential purposes, but domestic servants employed by a resident may also reside in the dwelling. No more than one single family dwelling and accessory buildings shall be constructed or maintained on a Building Site.

3. Dwelling Size. No dwelling constructed, placed or permitted to remain on a Building Site shall have a minimum ground floor area, exclusive of open porches, breezeway, and garage, of less than 1,400 square feet for a one-story house, 900 square feet for a one-and-one-half story house, or 800 square feet for a two-story house. Any dwelling of a type other than those specified above shall have a minimum ground floor area approved by the Architectural Control Committee hereinafter provided for.

4. Garages and Driveways. Each dwelling shall have a garage sufficient in size to accommodate at least two cars or one car and one boat, and it shall be attached to the dwelling either directly or by a breezeway or porch. Each driveway from the street to the garage shall be paved with concrete, asphalt, macadam or a similar hard surface.

5. Building Lines. There is hereby created and established a building line for each Lot as shown on the plat. No building, fence, or wall shall at any time be erected, placed or maintained upon the space between said building line and the street adjacent thereto; nor shall any projection of said building, other than the steps, be permitted to extend into or encroach upon said space, nor shall the front of any building set back further than 40 feet from said building line.

#### 6. Architectural Control.

(a) No building shall be erected, placed or altered on any building site until the construction plans and specifications therefor, and a plot plan showing the location thereof, have been approved by the Architectural Control Committee, as provided below, as to minimum ground floor area, quality of materials, harmony of external design with existing structures, and location with respect to topography and the finished grade elevations.

(b) The Architectural Control Committee shall consist of three members, each of whom shall serve for a term of one year or until their successors shall be designated and shall accept. Until 80% of the Lots in the Subdivision have been sold by Developer, Developer shall appoint two of the members of the said Committee and the third member shall be elected by affirmative vote of the owners of a majority of the Lots in the Subdivision. Upon the sale of 80% of the Lots in the Subdivision all members of the Architectural Control

Committee appointed by Developer shall resign and their replacements shall be elected by affirmative vote of the owners of a majority of the Lots in the Subdivision. For the purpose of all elections held under this paragraph, one vote may be cast for each Lot in the Subdivision without regard to the number of owners of that Lot. A majority of the Committee may designate a representative to act for it. The Committee and its designated representative shall serve without compensation. Any party aggrieved by a ruling of the representative of the said Committee shall have the right to appeal such ruling to the full Committee and, in the event of disagreement among the members of the Committee, the determination of a majority thereof shall constitute a determination of the Committee.

(c) The Architectural Control Committee shall approve or disapprove construction plans and specifications and locations of structures as provided in this paragraph 6. The Committee's approval or disapproval shall be in writing and based upon reasonable grounds consistent with protecting the proper growth and development of the Subdivision. In the event the Committee, or its designated representative, fails to approve or disapprove, as required by these provisions, within thirty days after the construction plans and specifications and plot plan have been submitted to it, or if such plans and specifications are not submitted to it, or if such plans and specifications are commenced prior to the completion thereof, approval will not be required and the applicable provisions hereof shall be deemed to have been fully complied with.

7. Landscaping. Within sixty days after the completion of the construction of a dwelling, or as soon thereafter as weather conditions permit, the owner shall have planted at least ten well-developed shrubs and there shall be two trees on the Building Site and shall have graded and seeded or sodded the entire yard on the Building Site.

8. Fuel Storage Tanks. All fuel storage tanks shall either be placed underground or concealed within the house or garage.

9. Planted Utility Easements. All Lots in the Subdivision shall be subject to the easements indicated upon the recorded plat, which may be used for the installation, construction, maintenance, operation, servicing, repair, removal, and replacement of (i) poles, wires, and conduits, and the necessary and proper attachments in connection therewith, for the transmission of electricity for light, power, telephone and other purposes, (ii) surface and storm water sewers and drains, (iii) sanitary sewers, and (iv) pipe lines, their pumps and appurtenances for supplying gas, water and heat, and (v) for any other municipal, public or quasi-public utility.

10. The Developer, the Association and any municipal, public or quasi-public utility engaged in supplying one

All of the lots in the plat of Kelionga Shores Subdivision (hereinafter called the "Subdivision") shall be subject to and impressed with the easements and protective covenants, restrictions, and limitations hereinafter set forth, which shall be considered a part of every conveyance of any lot or portion thereof in the Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present and future, of any and all lots in the Subdivision and they shall run with and bind the land and shall inure to the benefit of, and be enforceable by the owner or owners of any lot or lots in the Subdivision and their respective legal representatives, heirs, successors, grantees and assigns. The owner or owners, present or future, of any lot or lots in the Subdivision shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and damages for any injury resulting from any violation thereof, but there shall be no right of reversion, re-entry or forfeiture of title resulting from any violation.

#### 1. Definitions.

(a) The word "Lot" means a parcel of land, exclusive of street and lake area, designated in the recorded plat of the Subdivision by number and defined by boundary dimensions noted thereon.

(b) The phrase, "Building Site", means either (i) a Lot or (ii) a parcel of land, composed of contiguous portions of two or more Lots, having in the aggregate an area of not less than 12,000 square feet, a width of not less than 75 feet at the platting building line, and the same depth as the Lots from which it is composed, although its lot line need not be parallel to its original lot line. Any owner of a Lot or Lots, or contiguous portions of two or more Lots, may determine the form and dimensions of a Building Site, conformably to the foregoing requirements and all applicable laws and regulations, and convey title thereto subject to all of the provisions hereof, except that the further subdividing of any Lot or combination of Lots within the Subdivision, after the plat has been approved by the Allen County Plan Commission, is prohibited unless and until the said Allen County Plan Commission, or its successor in jurisdiction and authority, has reviewed and approved such change.

(c) The word "Developer" means Fort Wayne National Bank, Trustee under the terms of a certain Warranty Deed dated April 1, 1965 from Paul C. Grewe and Linda S. Grewe, husband and wife, and Eugene A. Reim and Lavon Reim, husband and wife, and a certain Warranty Deed dated March 26, 1965 from John Raymond Elliott and Janette J. Elliott, husband and wife, and a certain Quit-Claim Deed dated March 26, 1965 from the said Paul C. Grewe and Linda S. Grewe, husband and wife and Eugene A. Reim and Lavon Reim, husband and wife, and the

or more of the above utility services shall have the right to enter upon the acre of land subject to said easements for any purpose for which said easements may be used. All structures, shrubbery, improvements, trees, and other installations located within said easements shall be subject to the paramount right of each such utility to use said easements as provided herein.

11. Streets. Utility easements are reserved in all platted streets for use by municipal, public, and quasi-public utilities and by Developer for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of utility facilities, subject to reasonable regulation by any governmental body having jurisdiction of the streets and subject to the obligation of any such utility which installs facilities in any street to repair and return the pavement of such street to at least as good a condition as existed prior to such installation. The open areas in the center of each cul-de-sac are hereby dedicated to the common use and benefit of all owners of Lots in the Subdivision and placed under the exclusive control of the Association, except that an easement is retained therein for use by Developer, and any utility company that may have or hereafter install any facilities in, on, over or under the said open areas for the purposes set forth in this paragraph 11 relative to easements in streets, subject to the same conditions and obligations. No vehicle equipped with metal lugs in its tires or wheels or not equipped with pneumatic tires shall be permitted on the paved portions of the streets in the Subdivision, or any portion thereof, after the finish coat has been placed on such portion.

12. Utility Service Entrances. All utility service entrances running from any utility facilities within a platted easement or a street to any structure on a Building Site shall be located underground, except for such housing, pedestals, or other facilities as may be appropriate or necessary for connection, servicing, and maintenance of such utility service entrance. Such housings, pedestals, and other facilities shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable. Each owner shall, at the time of the installation of any such service entrance, furnish to the utility, for its records, a drawing or other description accurately showing the location underground of the service entrance from the easement or street to the owner's structure or structures. Each utility having facilities in any easement or street shall have control over the installation of all connections to its facilities for service entrances serving Building Sites. Each such installation shall be left open for inspection and approval by the utility.

13. Water and Sewer Systems. No individual sanitary sewage disposal or water supply system shall be constructed, used or maintained on any Lot. All rain and storm water run off,

20. Pre-habitation. Before any house or building on any Lot or Building Site in the Subdivision shall be used, occupied or as a dwelling or otherwise, the Developer or any subsequent owner of such Lot or Building Site shall install all improvements according to such Lot or Building Site as provided in the plans and specifications for such improvement filed with the Board of County Commissioners, Allen County, Indiana, together with any amendments or additions thereto which said Board may authorize or require. This covenant shall run with the land and be enforceable by the Governmental Body having jurisdiction over the Subdivision, as well as any aggrieved lot owner in the Subdivision.

21. Improvement Location Permit. Before any lot or Building Site within the Subdivision may be used or occupied, the user or occupier shall first obtain from the Zoning Administrator of Allen County, Indiana, or the Administrator of the zoning authority then having zoning jurisdiction over the Subdivision, the improvement location permit and certificate of occupancy required by the Allen County, Indiana Zoning Ordinance or the ordinance of the governing body then having zoning jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Zoning Administrator of Allen County, Indiana, as well as any aggrieved lot owner in the Subdivision.

## 22. Keklonga Shores Community Association.

(a) The owners of the lots in the Subdivision shall be deemed to be and constitute an association which shall be named "The Keklonga Shores Community Association" (hereinafter called the "Association"). The owner or owners of each lot in the Subdivision shall automatically become and remain, during the period of such ownership, members of the Association and be entitled to one joint vote for each Lot or Building Site owned by them. Upon affirmative vote of the owners of a majority of the lots in the Subdivision, the Association may become incorporated as an Indiana Not-for-Profit corporation, in which event, all power, authority, liability and responsibility hereby vested in the Association shall be vested in that corporation, as well as all other rights, powers and duties vested in it by law.

(b) The Association shall meet not less frequently than once during every twelve-month period beginning on the date that this instrument is recorded and each annual anniversary date thereafter, during which annual meeting, it shall organize itself by electing a president, a secretary-treasurer and such other officers and/or directors as it may choose. The Association may adopt articles of incorporation and/or by-laws to govern its organization, meetings, members, elections and tenure of

all other surface water, and all water accumulated in any pond space or basement or otherwise accumulated shall be discharged only into the storm water sewer system or into the Lake Area, and shall not at any time be discharged or permitted to flow into the sanitary sewer system. Only rain and surface water shall be permitted to flow into the Lake Area. Every building located within the Subdivision shall be connected to the sanitary sewer system provided for the Subdivision, and all sanitary sewage shall be discharged only into that sanitary sewer system, and no sanitary sewage shall at any time be discharged or permitted to flow into the storm water system or into the Lake Area.

14. Utility Lien. The monthly service charge for sanitary sewer and water service, as determined from time to time by the Public Service Commission of Indiana or any successor agency or commission, shall be a lien upon the lot receiving such service in favor of the owner and operator of the said utility facilities, but such lien shall be subordinate to any first lien mortgage.

15. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used or maintained on any lot at any time as a residence, either temporarily or permanently; nor shall any building be moved into or upon any lot for said purpose.

16. Animals. No animals 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 commercial purposes.

17. Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse or debris and the same shall not be kept except in sanitary containers. All incinerators or other equipment or containers for storage or disposal of such material shall be kept in a clean and sanitary condition and shall either be located within the dwelling or garage or underground or shall be screened from public view by a fence or screen. Such screen may consist of shrubbery.

18. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period. The Developer may, however, construct a sign or signs naming and advertising the Subdivision on any of the Blocks shown on the Plat.

19. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

## 23. Association Areas.

(a) The area marked "Keklonga Lake" on the plat of the Subdivision (hereinafter called the "Lake Area") is a body of water located within the Subdivision and is expressly reserved as a private lake for the sole and exclusive use and enjoyment of the owners of the lots in the Subdivision and their expressly invited guests for recreational purposes. The Blocks marked A, B and C on the plat are intended for community recreational and beautification purposes for the benefit of the members of the Association and their expressly invited guests. All owners of a lot or Building Site in the Subdivision and their expressly invited guests are granted the use and benefit of the Lake Area and Blocks A and B, and so much of Block C as may at any time be owned by the Association, subject to such reasonable restrictions, rules and regulations as may be imposed thereon, from time to time, by the Association or the owners of lots in the Subdivision by the amendment hereto and subject further to the right of Developer and its agents to use Block B, as shown on the plat, for a real estate field office and to locate a sign or signs naming and advertising the Subdivision on Blocks B and C until 90% of the lots in the Subdivision have been sold. When and if the Association is incorporated, the Developer agrees to convey title to the Lake Area, Blocks A and B and part of C and the dam shown on the plat to the Association, for the purposes and subject to the terms and conditions herein contained but subject to the right of Developer to re-enter all or any part of lots A, B and C and cause title thereto to revert to Developer, its successors or assigns if any part of the said areas are used for any purposes other than the non-profit recreation of the owners of lots in the Subdivision and their expressly invited guests and the beautification of the Subdivision.

(b) The owners of each lot or Building Site which abuts on the Lake Area shall have the right to construct a wall on the property line of such lot or Building Site which abuts the Lake Area and control and beautify, to the exclusion of all others, all land that may lie between the property line of such lot or Building Site and the actual water level of the Lake and may construct one pier, but no other structure, extending beyond the property line of such lot or Building Site into the Lake Area. Any such pier shall not extend more than twenty (20) feet into the Lake Area. Each such owner shall have the right and obligation of maintaining the Lake Area for a distance of twenty (20) feet from their lot or Building Site line and sand, stone or gravel may be deposited by such owner on the bed of the Lake Area up to a distance of 50 feet from his lot line. This provision, however, shall not be construed to prevent the owners of the other lots in the Subdivision from using the said twenty feet of Lake Area, which the owner of the abutting lot must maintain, for the

office of its officers and directors, and such other matters as it may choose, except that no provision shall be effective which shall attempt to deprive the owner or owners of any lot or Building Site in the Subdivision of the one vote for each such lot or Building Site owned by them, to which they are entitled. The secretary-treasurer of the Association shall give each member thereof not less than thirty (30) days' written notice in advance of the date, time and place of the annual meeting of the Association. Special meetings of the Association may be called by the president or secretary thereof at any time by giving not less than five (5) days' written, advance notice of the time, date and place of such meeting to all members of the Association. The secretary-treasurer shall call a special meeting of the Association and give notice thereof as herein required upon receipt of a written request to do so signed by the owners of not less than ten percent (10%) of the lots in the Subdivision. Notice of any meeting required or authorized hereby shall be given in writing and addressed to each member of the Association at his or her last known address as shown on the records of the Association, but any such notice may be waived by any member of the Association by written waiver of notice.

(c) Subject to applicable laws and regulations of administrative agencies having jurisdiction thereover, and the obligations of utility companies and governmental bodies, the Association shall have the authority and responsibility to make such arrangements and perform such acts as may be necessary or desirable, from time to time, to keep the streets, Lake Area, dam, well sites, culvert and spillway in the Subdivision and any lots, areas and blocks in the Subdivision owned by the Association or subject to its control, and all structures and improvements thereon, as well as those facilities which effect the common good of the residents of the Subdivision, including sewer, water, gas, electric, street lighting and telephone systems serving the Subdivision in good repair and condition and to make improvements thereof, including authority to contract for the cutting of grass, cleaning, beautifying, landscaping, and removal of trees, weeds, snow, ice and debris from the streets and the areas, block and lots in the Subdivision owned or under the jurisdiction of the Association and the maintenance, insurance and repair of any structure or improvements located thereon. The Association shall pay all real estate and personal property taxes payable on real estate and personal property owned by it and may make contracts in its name for the accomplishment of any of the purposes for which it is created. Nothing herein contained, however, shall relieve the Developer from installing, at its expense, the improvements and facilities reflected in the plans and specifications filed by Developer with the Board of County Commissioners, Allen County, Indiana, nor shall the acceptance of the street over the dam by Allen County, Indiana for maintenance purposes, relieve the Association of the obligation to maintain the dam itself.

accorded to all such assessments and, on request, shall furnish to the owner of any lot or building site in the subdivision a certificate showing the assessment made upon his lot or building site and the amount, if any, of such assessment remaining unpaid, and such certificate shall be relied upon by the owner of such lot or building site and any prospective purchaser or mortgagee in purchasing or accepting a mortgage upon such lot or building site.

25. **Well Site.** The area on the plat marked "B" is the site of a well for auxiliary water supply to the Lake Area. It is hereby dedicated to the common use of the owners of lots or building sites in the subdivision for that purpose and is placed under the exclusive control of the Association. The easement shown on the plat from the said well site to the Lake Area may be used by Developer, its agents, designees, successors and assigns as well as the Association for the purpose of installing, maintaining, repairing, moving, operating, starting, stopping, removing, replacing and enlarging the said well, the pump and other facilities connected thereto and a line of pipe between the said well and the Lake Area, from time to time and at any time. The Association shall have the right and obligation to operate, maintain, repair, start, stop and perform such other functions to the said well, pumps, appurtenances and line of pipe as may be necessary or desirable for the common good of the owners of lots or building sites in the subdivision.

26. **Term.** These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded unless sooner altered or amended in whole or in part in the manner provided for in Paragraph 27 hereof. After the said initial 25-year term, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed and acknowledged by the then owners of not less than 75% of the lots in the subdivision has been recorded, agreeing to change said covenants in whole or in part and specifying in what respect they shall be changed.

27. **Amendment.** Within twenty-five (25) years after the date on which these covenants and restrictions are recorded, they may be amended from time to time and at any time but only by an instrument signed and acknowledged by the then owners of not less than 75% of the lots in the subdivision setting out in what respect these covenants and restrictions are to be amended and recorded in the Office of the Recorder of Allen County, Indiana.

28. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person violating;

around perimeter of a lake and no entry, free way or other action of any nature shall be permitted to occur within the said perimeter. The said fence shall be erected in accordance with the remainder of the Lake Area. The Association shall have the right and obligation of maintaining the remainder of the Lake Area. For purposes of this paragraph, all assessments into the Lake Area shall be made at 90° angles from the lot line abutting the Lake Area.

#### 24. **Maintenance Lien.**

(a) Financial obligations and expenses incurred by the Association in performing its said functions shall be assessed and borne, by the owners of lots and building sites in the subdivision. Fifty per cent (50%) of such assessment shall be borne in equal amount by the lots which abut on the Lake Area and the remaining fifty per cent (50%) of such assessment shall be borne in equal amounts by the lots which do not abut on the Lake Area. All such assessments for expenses shall be, and constitute a lien upon each lot and building site in the subdivision in the amount of the pro rata share of such expenses chargeable against such lot or building site as provided in this paragraph, except that no expenditure by the Association more than \$500.00 or for a purpose other than the payment of taxes on, and normal maintenance of the areas of the subdivision under the control of the Association and the structures and improvements located thereon shall constitute the basis for a lien against any lot in the subdivision unless such expenditure was approved, in advance of the Association contracting therefor, by the owners of not less than 66 2/3% of the lots and building sites in the subdivision. As used herein the term "normal maintenance" shall include the removal of leaves, ice, snow, debris and weeds from the dam, streets, well site, lots, blocks, Lake Area and other areas owned or controlled by the Association and moving the lawn thereon as well as painting and repairing the structures and improvements located thereon.

(b) The amount so assessed against each lot or building site in the subdivision shall be payable by the owners thereof to the secretary-treasurer of the Association within thirty (30) days after the receipt by such owner of written notice of such assessment and each such assessment shall be and remain a lien upon the respective lots or building sites against which the assessment is made until payment thereof to the secretary-treasurer. The said lien may be foreclosed in the same manner then provided by law for the foreclosure of real estate mortgages without relief from valuation and appraisal laws and with attorneys' fees and costs of foreclosure. The secretary-treasurer of the Association shall maintain

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or attempting to violate any covenant either to restrain violations or to recover damages, but in no event shall there be a right of reversion.

29. **Severability.** Invalidation of any one of these provisions by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Fort Wayne National Bank, Trustee, has caused its corporate name to be hereunto subscribed by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Cashier on this 30th day of June, 1965.

FORT WAYNE NATIONAL BANK, TRUSTEE

By W. V. Swyers Vice President

Cashier

STATE OF INDIANA }  
COUNTY OF ALLEN } SS:

I, Catherine M. Spradgon, a Notary Public in and for said County and State, do hereby certify that on this 30th day of June, 1965, personally appeared W. V. Swyers and J. U. Miller, personally known to me, who, having been duly sworn to me, did say that they are a Vice President and the Cashier, respectively, of FORT WAYNE NATIONAL BANK, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, sealed with the corporate seal of said corporation and delivered on behalf of said corporation by them with full authority to do so for the uses and purposes therein set forth and they severally acknowledged the execution of the said instrument to be the free and voluntary act of said corporation and their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and

Notary Public

My Commission Expires:  
8-11-66

This instrument was prepared by William P. Fagan of the law firm of Campbell, Livingston, Dildine & Haynis, a member of the Allen County, Indiana Bar Association.

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#### APPROVAL

APPROVED: BOARD OF COUNTY  
COMMISSIONERS  
Allen County, Indiana

APPROVED: ALLEN COUNTY PLANNING  
COMMISSION  
Allen County, Indiana

Walter H. Hoke  
President

Walter H. Hoke

Vice President

Fred W. Meyer  
Secretary

Aug 5, 1965.

William L. Sweet  
(William L. Sweet)  
Surveyor,  
Allen County,  
Indiana

Dated July 28, 1965

July 28, 1965.

90-035872  
DULY ENTERED FOR TAXATION

RESTATED AND REVISED  
EASEMENTS AND PROTECTIVE COVENANTS,  
RESTRICTIONS AND LIMITATIONS  
FOR  
KEKIONGA SHORES SUBDIVISION

SEP 05 1990

*Judith Bloom*  
AUDITOR OF ALLEN COUNTY

The undersigned, being the owners of fifty-one percent (51%) or more of the lots in the plat and the corrected plat of lots 104-108, inclusive, of Kekionga Shores Subdivision (hereinafter called "SUBDIVISION") hereby adopt and make all lots in the SUBDIVISION subject to and impressed with the easements and protective covenants, restrictions and limitations hereinafter set forth, which shall be considered a part of every conveyance of any lot or portion thereof in the SUBDIVISION without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present and future, of any and all lots in the SUBDIVISION and they shall run with and bind the land and shall inure to the benefit of, and be enforceable by the owner or owners of any lot or lots in the SUBDIVISION and their respective legal representatives, heirs, successors, grantees and assigns. The owner or owners, present or future, of any lot or lots in the SUBDIVISION shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and damages for any injury resulting from any violation thereof, but there shall be no right of reversion, re-entry or forfeiture of title resulting from any violation.

1. Definitions

(a) The word "LOT" means a parcel of land, exclusive of street and lake area, designated in the recorded plat of the SUBDIVISION by number and defined by boundary dimensions noted thereon.

(b) The phrase "BUILDING SITE" means either (i) a LOT or (ii) a parcel of land, composed of contiguous portions of two or more LOTS having in the aggregate an area of not less than twelve thousand (12,000) square feet, a width of not less than seventy-five (75) feet at the platted building line, and the same depth as the LOTS from which it is composed, although its lot line need not be parallel to its original lot line. Any owner of a LOT or LOTS, or contiguous portions of two or more LOTS, may determine the form and dimensions of a BUILDING SITE, conforming to the foregoing requirements and all applicable laws and regulations, and convey title thereto subject to all of the provisions hereof, except that the further subdividing of any LOT or combination of LOTS within the SUBDIVISION is prohibited unless and until the Allen County Plan Commission, or its successor in jurisdiction and authority, has reviewed and approved such change.

INSTRUMENT Y 6453

*Maya Box*

90 SEP -5 PM 3:35  
ALLEN COUNTY RECORDER  
*Janet E. Smith*

104.00  
OK  
EG

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(c) The term "ASSOCIATION" shall mean the Kekionga Shores Community Association, Inc., an Indiana not-for-profit corporation hereinafter provided for.

2. Use. All LOTS in the SUBDIVISION shall be used only for single family residential purposes, but domestic servants employed by a resident may also reside in the dwelling. No more than one single family dwelling and accessory buildings shall be constructed or maintained on a BUILDING SITE.

3. Dwelling Size. No dwelling constructed, placed or permitted to remain on a BUILDING SITE shall have a minimum ground floor area, exclusive of open porches, breezeway, and garage, of less than one thousand four hundred (1,400) square feet for a one-story home, nine hundred (900) square feet for a one-and-one-half story home, or eight hundred (800) square feet for a two-story home. Any dwelling of a type other than those specified above shall have a minimum ground floor area approved by the Architectural Control Committee hereinafter provided for.

4. Garages and Driveways. Each dwelling shall have a garage sufficient in size to accommodate at least two (2) cars or one (1) car and one (1) boat, and it shall be attached to the dwelling either directly or by a breezeway or porch. Each driveway from the street to the garage shall be paved with concrete, asphalt, macadam or a similar hard surface.

5. Building Lines. There is hereby created and established a building line for each LOT as shown on the plat. No building, fence, or wall shall at any time be erected, placed or maintained upon the space between said building line and the street adjacent thereto; nor shall any projection of said building, other than the steps, be permitted to extend into or encroach upon said space, nor shall the front of any building set back further than forty (40) feet from said building line.

6. Architectural Control.

(a) No building, improvement, construction, fence, wall, television reception dish, detached storage building, swimming pool, spa or other structure shall be erected, placed or altered on any LOT or BUILDING SITE until the construction plans and specifications therefor, and a plot plan showing the location thereof, have been approved by the Architectural Control Committee, as provided below, as to minimum and maximum ground floor area, quality of materials, harmony of external design with existing structures, and location with respect to topography, other improvements and the finished grade elevations.

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(b) The Architectural Control Committee shall consist of three (3) members, each of whom shall serve for a term of one (1) year or until such later date as their successors shall be designated and shall accept. All members of the Architectural Control Committee shall be elected by affirmative vote of a majority of the Board of Directors of the ASSOCIATION. A majority of the Committee may designate one (1) or more representatives to act for it. The Committee and its designated representatives shall serve without compensation. Any party aggrieved by a ruling of the representative of the said Committee shall have the right to appeal such ruling to the full Committee and, in the event of disagreement among the members of the Committee, the determination of a majority thereof shall constitute a determination of the Committee.

(c) The Architectural Control Committee shall approve or disapprove construction plans and specifications and locations of structures as provided in this paragraph 6. The Committee's approval or disapproval shall be in writing and based upon reasonable grounds consistent with protecting the proper growth and development of the SUBDIVISION. In the event the Committee, or its designated representatives, fail to approve or disapprove, as required by these provisions, within thirty (30) days after the construction plans and specifications and plot plan have been submitted to it, or if such plans and specifications are not submitted and if no suit to enjoin the construction is commenced prior to the completion thereof, approval will not be required and the applicable provisions hereof shall be deemed to have been fully complied with.

(d) Neither the Architectural Control Committee, nor the ASSOCIATION, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or non-feasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom.

(e) Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or any of its members to recover any damages or to require the Committee to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any plans to the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or

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structure therein described, and no adjacent LOT owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

7. Landscaping. Within sixty (60) days after the completion of the construction of a dwelling, or as soon thereafter as weather conditions permit, or within sixty (60) days after the recording of this document, whichever occurs last, the owner shall have planted at least ten (10) well-developed shrubs; have at least two (2) trees on the BUILDING SITE; and shall have graded and landscaped the entire yard of the BUILDING SITE. Such landscaping shall be maintained for at least the duration of these covenants.

8. Fuel Storage Tanks. All fuel storage tanks shall either be placed underground or concealed within the house or garage.

9. Platted Utility Easements. All LOTS in the SUBDIVISION shall be subject to the easements indicated upon the recorded plat except for the easement around Kekionga Lake. Since the diligent inquiry of the Board of Directors of the ASSOCIATION has revealed that it is not now, nor has it ever been, used by any utility and a substantial portion of it is believed to be now under water as the result of erosion by Kekionga Lake, it is hereby declared to be abandoned and the officers of the ASSOCIATION are authorized to take the necessary action to have it vacated. The remaining easements shall be used for the installation, construction, maintenance, operation, servicing, repair, removal, and replacement of (i) poles, wires, and conduits, and the necessary and proper attachments in connection therewith, for the transmission of electricity for light, power, telephone and other purposes, (ii) surface and storm water sewers and drains, (iii) sanitary sewers, and (iv) pipe lines, their pumps and appurtenances for supplying gas, water and heat, and (v) for any other municipal, public or quasi-public utility.

10. Entry on Easements. The ASSOCIATION and any municipal, public or quasi-public utility engaged in supplying one or more of the above utility services shall have the right to enter upon the strips of land subject to said easements for any purpose for which said easements may be used. All structures, shrubbery, improvements, trees, and other installations located within said easements shall be subject to the paramount right of each such utility to use said easements as provided herein.

11. Streets. Utility easements are reserved in all platted streets for use by municipal, public, and quasi-public utilities for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of utility facilities, subject to reasonable regulation by any governmental body having jurisdiction of the streets and subject to the

obligation of any such utility which installs facilities in any street to repair and return the pavement of such street to at least as good a condition as existed prior to such installation. The open areas in the center of each cul-de-sac are hereby dedicated to the common use and benefit of all owners of LOTS in the SUBDIVISION and placed under the exclusive control of the ASSOCIATION, except that an easement is retained therein for use by any utility company that may have or hereafter install any facilities in, on, over or under the said open areas for the purposes set forth in this paragraph 11 relative to easements in streets, subject to the same conditions and obligations. No vehicle equipped with metal lugs in its tires or wheels or not equipped with pneumatic tires shall be permitted on the paved portions of the streets in the SUBDIVISION, or any portion thereof.

12. Utility Service Entrances. All utility service entrances running from any utility facilities within a platted easement or a street to any structure on a BUILDING SITE shall be located underground, except for such housing, pedestals, or other facilities as may be appropriate or necessary for connection, servicing and maintenance of such utility service entrance. Such housings, pedestals, and other facilities shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable. Each owner shall, at the time of the installation of any such service entrance, furnish to the utility, for its records, a drawing or other description accurately showing the location underground of the service entrance from the easement or street to the owner's structure or structures. Each utility having facilities in any easement or street shall have control over the installation of all connections to its facilities for service entrances serving BUILDING SITES. Each such installation shall be left open for inspection and approval by the utility.

13. Water and Sewer Systems. No individual sanitary sewage disposal system shall be constructed, used or maintained on any LOT. All rain and storm water run off, all other surface water, and all water accumulated in any crawl space or basement or otherwise accumulated shall be discharged only into the storm water sewer system or into the Lake Area, and shall not at any time be discharged or permitted to flow into the sanitary sewer system. Only rain and surface water shall be permitted to flow into the Lake Area. Every dwelling located within the SUBDIVISION shall be connected to the sanitary sewage system and water supply system provided for the SUBDIVISION. All sanitary sewage shall be discharged only into that sanitary sewer system, and no sanitary sewage shall at any time be discharged or permitted to flow into the storm water system or into the Lake Area. Each BUILDING SITE may have not more than one (1) water well to provide water for nonhuman consumption so long as it will not adversely affect the water level in Kekionga Lake, in the opinion of the Directors of the ASSOCIATION. Each such well

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shall have been constructed and maintained in accordance with all applicable laws and regulations. There may not be any connection between such well and the water supply system that provides drinking water to the SUBDIVISION.

14. Utility Lien. The monthly service charge for sanitary sewer and water service, as determined from time to time by the Public Service Commission of Indiana or any successor agency or commission, shall be a lien upon the LOT receiving such service in favor of the owner and operator of the said utility facilities, but such lien shall be subordinate to any first lien mortgage.

15. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used or maintained on any LOT at any time as a residence, either temporarily or permanently; nor shall any building be moved onto any LOT for said purpose.

16. Animals. No animals of any kind shall be raised, bred or kept on any LOT for commercial purposes. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. The occasional sale of an accidental offspring shall not constitute "commercial purposes."

17. Refuse Disposal. No LOT shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse or debris and the same shall not be kept except in sanitary containers. All incinerators or other equipment or containers for storage or disposal of such material shall be kept in a clean and sanitary condition and shall either be located within the dwelling or garage or underground or shall be screened from public view by a fence or screen. Such screen may consist of shrubbery.

18. Signs. No commercial sign of any kind shall be displayed to the public view on any LOT except one sign of not more than six (6) square feet advertising the property for sale or rent or identify the builder or remodeler working on the property during the construction and sales period. Noncommercial signs of not more than six (6) square feet conveying a nonoffensive and noncontroversial message may be displayed for periods not in excess of five (5) days per year.

19. Nuisances. No noxious or offensive activity shall be carried on upon any LOT, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

20. Pre-habitation. Before any house or building on any LOT or BUILDING SITE in the SUBDIVISION shall be used and occupied as a dwelling or otherwise, the then owner of such LOT or BUILDING SITE shall install all improvements serving such LOT or BUILDING SITE as provided in the plans and specifications for such improvement filed with the Board of County Commissioners, Allen County, Indiana, together with any amendments or additions thereto which said Board may authorize or require. This covenant shall run with the land and be enforceable by the Governmental Body having jurisdiction over the SUBDIVISION, as well as any aggrieved LOT owner in the SUBDIVISION.

21. Improvement Location Permit. Before any LOT or BUILDING SITE within the SUBDIVISION may be used or occupied, the user or occupier shall first obtain from the Zoning Administrator of Allen County, Indiana, or the Administrator of the zoning authority then having zoning jurisdiction over the SUBDIVISION, the improvement location permit and certificate of occupancy required by the Allen County, Indiana Zoning Ordinance or the ordinance of the governing body then having zoning jurisdiction over the SUBDIVISION. This covenant shall run with the land and be enforceable by the Zoning Administrator of Allen County, Indiana, as well as any aggrieved LOT owner in the SUBDIVISION.

22. Kekionga Shores Community Association, Inc.

(a) The owner or owners of each LOT in the SUBDIVISION shall automatically become and remain, during the period of such ownership, members of the ASSOCIATION and, so long as they are not more than twelve (12) months delinquent in the payment of their assessments, be entitled to one joint vote for each LOT or BUILDING SITE owned by them.

(b) The ASSOCIATION shall meet not less frequently than once during every twelve (12) month period beginning on the date that this instrument is recorded and each annual anniversary date thereafter, during which annual meeting it shall organize itself by electing a Board of Directors consisting of as many Directors as may, from time to time, be required by its by-laws and the laws of the state of Indiana. Such Board of Directors shall, within thirty (30) days thereafter, meet and elect a President, a Secretary, a Treasurer and such other officers as may be required by its by-laws or the state of Indiana. The ASSOCIATION has adopted Articles of Incorporation and By-Laws to govern its organization, meetings, members, elections and tenure of office of its officers and directors, and such other matters as it may choose, except that no provision shall be effective which shall attempt to deprive the owner or owners of any LOT or BUILDING SITE in the SUBDIVISION of the one (1) vote for each such LOT or BUILDING SITE owned by them, to which they are entitled so long as they

are not more than twelve (12) months delinquent in the payment of their assessments. The Secretary of the ASSOCIATION shall give each member thereof not less than thirty (30) days written notice in advance of the date, time and place of the annual meeting of the ASSOCIATION. Special meetings of the ASSOCIATION may be called by the President or Secretary thereof at any time by giving not less than five (5) days written, advance notice of the time, date, place and purpose of such meeting to all members of the ASSOCIATION. The Secretary shall call a special meeting of the ASSOCIATION and give notice thereof as herein required upon receipt of a written request to do so signed by the owners of not less than ten percent (10%) of the LOTS in the SUBDIVISION. Notice of any meeting required or authorized hereby shall be given in writing and delivered or mailed to each member of the ASSOCIATION at his or her last known address as shown on the records of the ASSOCIATION, but any such notice may be waived by any member of the ASSOCIATION by written waiver of notice.

(c) Subject to applicable laws and regulations of administrative agencies having jurisdiction thereof, and the obligations of utility companies and governmental bodies, the ASSOCIATION shall have the authority and responsibility to make such arrangements and perform such acts as may be necessary or desirable, from time to time, to keep the streets, Lake Area, dam, well sites, cul-de-sac centers, culvert and spillway in the SUBDIVISION and any LOTS, areas and Blocks in the SUBDIVISION owned by the ASSOCIATION or subject to its control, and all structures and improvements thereon, as well as those facilities which affect the common good of the residents of the SUBDIVISION, including sewer, water, gas, electric, street lighting and telephone systems serving the SUBDIVISION in good repair and condition and to make improvements thereof, including authority to contract for the cutting of grass, cleaning, beautifying, landscaping, and removal of trees, weeds, snow, ice and debris from the streets and the areas, block and LOTS in the SUBDIVISION owned or under the jurisdiction of the ASSOCIATION and the maintenance, insurance and repair of any structure or improvements located thereon. The ASSOCIATION shall pay all real estate and personal property taxes payable on real estate and personal property owned by it and may make contracts in its name for the accomplishment of any of the purposes for which it is created. The acceptance of the street over the dam by Allen County, Indiana for maintenance purposes shall not relieve the ASSOCIATION of the obligation of maintaining the dam itself.

23. Association Areas.

(a) The area marked "Kekionga Lake" on the plat of the SUBDIVISION (herein called the "Lake Area") is a body of water located within the SUBDIVISION and is expressly reserved as a private lake for the sole and exclusive use and enjoyment of

the owners of the LOTS in the SUBDIVISION and their expressly invited guests for recreational purposes. The Blocks marked A, B and C on the plat are intended for community recreational and beautification purposes for the benefit of the members of the ASSOCIATION and their expressly invited guests. All owners of a LOT or BUILDING SITE in the SUBDIVISION and their expressly invited guests are granted an easement of enjoyment and the right to use the Lake Area and Blocks A and B, and so much of Block C as may at any time be owned by the ASSOCIATION, subject to such reasonable restrictions rules and regulations as may be imposed thereon, from time to time, by the ASSOCIATION or the owners of LOTS in the SUBDIVISION by the amendment hereof. Such easement and right shall be appurtenant to, and pass with the title to every LOT and BUILDING SITE in the SUBDIVISION.

(b) The owners of each LOT or BUILDING SITE which abuts on the Lake Area shall have the right to construct a sea wall on the property line of such LOT or BUILDING SITE which abuts the Lake Area and control and beautify, to the exclusion of all others, all land that may lie between the property line of such LOT or BUILDING SITE and the actual water level of the lake and may construct one pier, but no other structure, extending beyond the property line of such LOT or BUILDING SITE into the Lake Area. Any such pier shall not extend more than twenty (20) feet into the Lake Area. Each such owner shall have the right and obligation of maintaining the Lake Area for a distance of twenty (20) feet from their LOT or BUILDING SITE line and sand, stone or gravel may be deposited by such owner on the bed of the Lake Area up to a distance of fifty (50) feet from his LOT line. This provision, however, shall not be construed to prevent the owners of the other LOTS in the SUBDIVISION from using the said twenty (20) feet of Lake Area, which the owner of the abutting LOT must maintain, for the usual purposes of a lake and no wall, fencing or obstruction of any manner shall be erected or permitted to exist which shall segregate the said twenty (20) feet of Lake Area from the remainder of the Lake Area. The ASSOCIATION shall have the right and obligation of maintaining the remainder of the Lake Area except that no fence, wall or other barrier may be erected that obstructs access to the lake from any of the ASSOCIATION areas. For purposes of this paragraph, all measurements into the Lake Area shall be made at ninety degree (90 ) angles from the LOT line abutting the Lake Area.

(c) Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the ASSOCIATION areas and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on a LOT in the SUBDIVISION.

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24. Maintenance Liens.

(a) Financial obligations and expenses incurred by the ASSOCIATION in performing its said functions shall be assessed and borne in equal amounts by the owners of LOTS and BUILDING SITES in the SUBDIVISION. All such assessments for expenses shall be, and constitute a lien upon each LOT and BUILDING SITE in the SUBDIVISION in the amount of the pro rata share of such expenses chargeable against such LOT or BUILDING SITE as provided in this paragraph, except that no expenditure by the ASSOCIATION for any single improvement costing the ASSOCIATION more than \$500.00 or for a purpose other than the payment of taxes on, and normal maintenance of the areas of the SUBDIVISION under the control of the ASSOCIATION and the structures and improvements located thereon shall constitute the basis for a lien against any LOT in the SUBDIVISION unless such expenditure was approved, in advance of the ASSOCIATION contracting therefor, by affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes cast by those members entitled to vote at a duly called and convened meeting of the ASSOCIATION. As used herein the term "normal maintenance" shall include the removal of leaves, ice, snow, debris and weeds from the dam, streets, well site, LOTS, Blocks, Lake Area and other areas owned or controlled by the ASSOCIATION; mowing the lawn thereon; painting and repairing the structures and improvements located thereon; controlling the growth of vegetation in the Lake Area; and stocking the Lake Area with fish.

(b) The amount so assessed against each LOT or BUILDING SITE in the SUBDIVISION shall be payable by the owners thereof to the Treasurer of the ASSOCIATION within thirty (30) days after the receipt by such owner of written notice of such assessment and each such assessment shall be and remain a lien upon the respective LOTS or BUILDING SITES against which the assessment is made until payment thereof to the Treasurer. Any assessment, the payment of which is more than twelve (12) months delinquent, shall bear interest computed and compounded annually at the statutory rate and be payable, together with reasonable attorneys' fees, recording fees and other costs of collection, upon demand by the ASSOCIATION. The said lien may be foreclosed in the same manner then provided by law for the foreclosure of real estate mortgages without relief from valuation and appraisal laws and with reasonable attorneys' fees, prejudgment interest computed and compounded annually at the statutory rate, recording fees and other costs of foreclosure. The Treasurer of the ASSOCIATION shall maintain a record of all such assessments and, on request, shall furnish to the owner of any LOT or BUILDING SITE in the SUBDIVISION a certificate showing the assessment made upon his LOT or BUILDING SITE and the amount, if any, of such assessment remaining unpaid, and such certificate shall be relied upon by the owner of such LOT or BUILDING SITE and any prospective purchaser or mortgagee in purchasing or accepting a mortgage upon such LOT or BUILDING SITE.

25. Well Site. The area on the plat marked "D" is the site of a well for auxiliary water supply to the Lake Area. It is hereby dedicated to the common use of the owners of LOTS or BUILDING SITES in the SUBDIVISION for that purpose and is placed under the exclusive control of the ASSOCIATION. The easement shown on the plat from the well site to the Lake Area may be used by the ASSOCIATION for the purpose of installing, maintaining, repairing, moving, operating, starting, stopping, removing, replacing and enlarging the said well, the pump and other facilities connected thereto and a line of pipe between the said well and the Lake Area, from time to time and at any time. The ASSOCIATION shall have the right and obligation to operate, maintain, repair, start, stop and perform such other functions to the said well, pumps, appurtenances and line of pipe as may be necessary or desirable for the common good of the owners of LOTS or BUILDING SITES in the SUBDIVISION.

26. Terms. These Restated and Revised Protective Covenants, Restrictions and Limitations shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date that these covenants are recorded unless sooner altered or amended in whole or in part in the manner provided for in paragraph 27 hereof. After the said initial ten (10) year term, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed and acknowledged by the then owners of not less than fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION has been earlier recorded, agreeing to change said covenants in whole or in part as of their expiration and specifying in what respect they shall be changed.

27. Amendment. Within ten (10) years after the date on which these Restricted and Revised Protective Covenants, Restrictions and Limitations are recorded, they may be amended from time to time and at any time but only by an instrument signed and acknowledged by the then owners of not less than seventy-five percent (75%) of the LOTS in the SUBDIVISION setting out in what respect these covenants and restrictions are to be amended and recorded in the Office of the Recorder of Allen County, Indiana.

28. Enforcement. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violations or to recover damages, but in no event shall there be a right of reversion.

29. Severability. Invalidity of any one of these provisions by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
<u>98</u>	<u>Robert A. Johnson</u>	<u>Aug 2, 1990</u>
	<u>Martha S. Hillman</u>	<u>Aug 2, 1990</u>
<u>72</u>	<u>Loy E. Lane</u>	<u>Aug 2, 1990</u>
	<u>Jane E. Lane</u>	<u>Aug 2, 1990</u>
<u>73</u>	<u>Ernest Reck</u>	<u>Aug 2, 1990</u>
	<u>B</u>	
<u>127</u>	<u>Bob Deesard</u>	<u>Aug 2, 1990</u>
	<u>Judy Deesard</u>	<u>Aug 2, 1990</u>
<u>93</u>	<u>John D. Smith</u>	<u>Aug 2, 1990</u>
	<u>Sigrid B. Foyman</u>	<u>Aug 2, 1990</u>

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA     )  
                               ) SS:  
 COUNTY OF ALLEN     )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 2 day of Aug, 1990.

Amos Bauman  
 Notary Public's Signature

AMOS BAUMAN  
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
 my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

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LOT #

**OWNERS**

DATE

42

Clare East  
Mrs. C. Hen

Aug 6, 1990  
Aug 7, 1990

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
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_____	_____	_____

STATE OF INDIANA     )  
                               ) SS:  
 COUNTY OF ALLEN     )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 7th day of August, 1990.

Kimberly C. Shanahan  
 Notary Public's Signature

Kimberly C. Shanahan  
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
 my commission expires 6-28-93.

This instrument was prepared by William P. Pagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

LOT #

96

OWNERS

OWNERS  
Randy J. Siple  
Sue Siple

DATE \_\_\_\_\_

8/1/90

8-1-90

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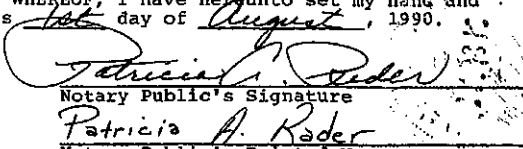
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<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
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STATE OF INDIANA     )  
                               ) SS:  
 COUNTY OF ALLEN     )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 16th day of August, 1990.

  
 \_\_\_\_\_  
 Notary Public's Signature

Patricia A. Rader  
 \_\_\_\_\_  
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
 my commission expires 7/29/93.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
103	<u>Milton E. Fagan</u> <u>Edison R. Fagan</u>	<u>7/31/90</u> <u>7-31-90</u>
104	<u>Milton E. Fagan</u> <u>Edison R. Fagan</u>	<u>7/31/90</u> <u>7-31-90</u>
122	<u>Howard B. Bell</u> <u>Sherilyn A. Bell</u>	<u>7/31/90</u> <u>7/31/90</u>
114	<u>Steve Hallstrom</u> <u>Suzanne M. Hallstrom</u>	<u>7/31/90</u> <u>7/31/90</u>
15	<u>Carolyn A. Thelma</u>	<u>7/31/90</u>
9	<u>James R. Webber</u> <u>Faith M. Webber</u>	<u>7/31/90</u> <u>7/3/90</u>

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA     )  
COUNTY OF ALLEN     ) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Keklonga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 31<sup>st</sup> day of JULY, 1990.

Fred. W. Buschman  
Notary Public's Signature

FRED W. BUSCHMAN  
Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;  
my commission expires 1-7-94.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
131	Geo. H. H. [Signature]	7-30-90
	Y. L. [Signature]	7-30-90
115	Philip [Signature]	7-30-90
	Cheryl [Signature]	7-30-90
10	James R. [Signature]	7-30-90
	Bene [Signature]	7-30-90
68	Stan [Signature]	7-30-90
	Paul [Signature]	7-30-90
64	Robert [Signature]	7-30-90
	Norma [Signature]	7-30-90

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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STATE OF INDIANA     )  
                               ) SS:  
 COUNTY OF ALLEN     )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 30 day of July, 1990.

Amos Bauman  
 Notary Public's Signature

AMOS BAUMAN  
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
 my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
60	Forrest W. Lloyd	7-28-90
* 61	<del>James R. Smith</del> Mary E. Smith	7-28-90 7-28-90
69	Earl J. Jaramila	7/28/90
70	Theresa K. Jaramila	7-28-90 <del>7-28-90</del>
99	Ewin L. Scott Dorothy S. Scott	7-28-90 7-28-90
48	Joseph R. King Dorothy J. King	7-28-90 7-28-90
* 61	James R. Smith	7-28-90

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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STATE OF INDIANA     )  
COUNTY OF ALLEN     ) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 28 day of July, 1990.

Amos Bauman  
Notary Public's Signature

AMOS BAUMAN  
Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan,  
Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law  
and members of the Allen County, Indiana Bar Association.

LOT #

105

OWNERS

OWNERS  
Emos Bauman  
Mary Alice Bauman

DATE

7-21-90

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<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
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STATE OF INDIANA     )  
COUNTY OF ALLEN     ) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 21 day of JULY, 1990.



Fred W. Buschner  
Notary Public's Signature

FRED W. BUSCHNER  
Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;  
my commission expires JANUARY 7, 1994.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

LOT #

27

OWNERS

Beverly J. Bronckmeier  
Charles M. Bronckmeier

DATE

July 18-90  
18 July 90

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<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA     )  
                               ) SS:  
 COUNTY OF ALLEN     )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 18 day of July, 1990.

Aue A. Schmidt  
 Notary Public's Signature  
SUE A. SCHMIDT  
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
 my commission expires 12-25-90

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

[illegible]

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA     )  
                               ) SS:  
 COUNTY OF ALLEN     )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 17 day of JULY, 1990.

Michael Allen Rohrbach  
 Notary Public's Signature

MICHAEL ALLEN ROHRBACH  
 Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;  
 my commission expires 9-10-93.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

90 35872



IN WITNESS WHEREOF the undersigned, being the owners of  
at least fifty-one percent (51%) of the LOTS and BUILDING SITES  
in the SUBDIVISION, have hereunto set their hands and seals on  
the date set opposite each of their names below.

LOT #

78

OWNERS

*Charles L. Melton*  
*Shirley A. Melton*

DATE

7/11/90

7/11/90

90

3

5

8

7

2

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA     )  
                               ) SS:  
 COUNTY OF ALLEN     )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 11<sup>th</sup> day of JULY, 1990.



Karen J. McCartney  
 Notary Public's Signature

KAREN S. MCCARTNEY  
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
 my commission expires Nov 27, 1993.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of  
at least fifty-one percent (51%) of the LOTS and BUILDING SITES  
in the SUBDIVISION, have hereunto set their hands and seals on  
the date set opposite each of their names below.

LOT #	OWNERS	DATE
<u>118</u>	<u>Willy H. Taylor</u>	<u>8-9-90</u>
	<u>Evelyn J. Taylor</u>	<u>8-9-90</u>
<u>24</u>	<u>Sandra J. Doty</u>	<u>8/9/90</u>
	<u>Thomas A. Doty</u>	<u>8/9/90</u>
<u>24</u>	<u>Francis R. Bax</u>	<u>8/9/90</u>
<u>56</u>	<u>Josephine Stinson</u>	<u>8-9-90</u>
	<u>Ray D. Stinson</u>	<u>8-9-90</u>
<u>17</u>	<u>Manuel L. Comp</u>	<u><del>8-9-90</del></u>
	<u>Janet L. Comp</u>	<u>8/9/90</u>

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA        )  
                              ) SS:  
COUNTY OF ALLEN        )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 9 day of August, 1990.

Amos Bauman  
Notary Public's Signature

Amos Bauman  
Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
97	<u>Arnold L. Conrad</u> <u>Lois G. Conrad</u>	<u>7-21-90</u> <u>7-21-90</u>
82	<u>Jerry A. Young</u> <u>Wanda L. Young</u>	<u>7-21-90</u> <u>7-21-90</u>
31	<u>Robert L. Twitchell</u> <u>Joyce M. Twitchell</u>	<u>Jul 21, 1990</u> <u>7-21-90</u>
101	<u>Gale Pedersen</u> <u>Nancy E. Pedersen</u>	<u>7-21-90</u> <u>7-21-90</u>
59	<u>Robert L. Bellack</u> <u>Wanda J. Bellack</u>	<u>7-21-90</u> <u>7-21-90</u>
30	<u>A. Wm. Hansen</u> <u>Wm. Hansen</u>	<u>7-21-90</u> <u>7-21-90</u>
87	<u>Robert C. Hawkins</u> <u>Lilly Hawkins</u>	<u>7/21/90</u> <u>7/21/90</u>
71	<u>Beggy M. Antalis</u> <u>Kim M. Antalis</u>	<u>7-21-90</u> <u>7-21-90</u>
77	<u>Thelma</u> <u>Linda S. Smedley</u>	<u>7/21/90</u> <u>7/21/90</u>

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
<u>25</u>	<u>Chris Stevenson</u>	<u>7-21-90</u>
<u>63</u>	<u>Thomas J. Muth</u>	<u>7-21-90</u>
	<u>Rose Muth</u>	<u>7-21-90</u>
<u>121</u>	<u>Grace T. Hamilton</u>	<u>7-21-90</u>
<u>52</u>	<u>Richard M. Latt</u>	<u>7-21-90</u>
	<u>Paul J. Latt</u>	<u>7-21-90</u>

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 21<sup>ST</sup> day of JULY, 1990.

Fred W. Buschman  
Notary Public's Signature

FRED W. BUSCHMAN  
Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;  
my commission expires JANUARY 7, 1994.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
<u>53</u>	<u>Lesamant Boger</u> <u>Dorothy V. Boger</u>	<u>7-28-90</u> <u>7-28-90</u>
<u>126</u>	<u>Darwin R. Hastings</u> <u>Marjorie H. Hastings</u>	<u>7/28/90</u> <u>7/28/90</u>
<u>6</u>	<u>Marjorie Landigendely</u> <u>Carl Landigendely</u>	<u>7/28/90</u> <u>7/28/90</u>
<u>16</u>	<u>Helmut R. Johannes</u> <u>James H. Johannes</u>	<u>7/28/90</u> <u>7/28/90</u>
<u>65</u>	<u>Dennis Mahony</u> <u>Joseph P. Mahony</u>	<u>7/28/90</u> <u>7/28/90</u>
<u>109</u>	<u>Gregory I. Kolumba</u>	<u>7/28/90</u>
<u>119</u>	<u>Robert D. Heasbark</u> <u>Elizabeth Heasbark</u>	<u>7/28/90</u> <u>7/28/90</u>
<u>83</u>	<u>Daniel L. Sherban</u> <u>Heather L. Sherban</u>	<u>7-28-90</u> <u>7-28-90</u>
<u>35</u>	<u>Gregory L. Roman</u> <u>Q. D. Roman</u>	<u>7-28-90</u> <u>7-28-90</u>

LOT #	OWNERS	DATE
<u>108</u>	<u>Donald R. Statter</u> <u>Colleen R. Statter</u>	<u>7-28-90</u> <u>7/28/90</u>
<u>123</u>	<u>Carol D. Lusk</u>	<u>7/28/90</u>
<u>100</u>	<u>Karen G. Ellis</u>	<u>7/28/90</u>
<u>102</u>	<u>Agnes Allen</u>	<u>7-28-90</u>

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 28 day of July, 1990.

Amos Bauman  
Notary Public's Signature

AMOS BAUMAN  
Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;  
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
<u>19</u>	<u>Dallas J. Drafis</u> <u>Alice Drafis</u>	<u>July 21, 1990</u> <u>July 21, 1990</u>
<u>89</u>	<u>Marjorie Brown</u> <u>Ronald L. Brown</u>	<u>7/21/90</u> <u>7/21/90</u>
<u>55</u>	<u>Paul D. Buil</u> <u>John A. Buil</u>	<u>7-21-90</u> <u>7-21-90</u>
<u>20</u>	<u>Paul H. Raymond</u> <u>Norma L. Raymond</u>	<u>7-21-90</u> <u>7-21-90</u>
<u>34</u> <del>28</del>	<u>Fred Buschman</u> <u>Medea A. Buschman</u>	<u>7-21-90</u> <u>7-21-90</u>
<u>22</u>	<u>John F. Finkbeiner</u> <u>John F. Finkbeiner</u>	<u>7/21/90</u> <u>7-21-90</u>
<u>34</u>	<u>David J. Phillips</u> <u>David J. Phillips</u>	<u>7-21-90</u> <u>7-21-90</u>
<u>37</u>	<u>Joseph Obrieger</u> <u>Charlotte Obrieger</u>	<u>7-21-90</u> <u></u>
<u>28</u>	<u>Vince Steele</u> <u>Vince Steele</u> <u>Jeanie Steele</u>	<u>7-21-90</u> <u>7-21-90</u> <u></u>

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
<u>29</u>	<u>Stanley J. Kucharski</u> <u>Eugene W. Kucharski</u>	<u>July 21, 1990</u> <u>7-21-90</u>
<u>58</u>	<u>Patricia Didier</u>	<u>July 21, 1990</u>
<u>91</u>	<u>W.L. Chappell</u> <u>Jessie Chappell</u>	<u>7-21-1990</u> <u>7-21-90</u>
<u>38</u>	<u>Bertha J. Long</u>	<u>7-21-1990</u>
<u>39</u>	<u>Bertha J. Long</u>	<u>7-21-1990</u>

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 21 day of July, 1990.

Amos Bauman  
Notary Public's Signature  
Amos BAUMAN  
Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
my commission expires 8-27-92.

This instrument was prepared by William P. Pagan, Gregory L. Fumacolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

LOT #

OWNERS

DATE \_\_\_\_\_

26

Helen Leslie

7-21-90

32

Larry Priest  
Judith Priest

721-90

7-21 50

113

Robert S. Bruster.

8/25/90

90

3 5 8 7 2

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA     )  
COUNTY OF ALLEN     ) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 25 day of July, 1990.

Amos Bauman  
Notary Public's Signature

AMOS BAUMAN  
Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #

OWNERS

DATE

84

Patricia Barman  
D. Braun

8/6/90

8/6/90

90

3

5

8

7

2

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA     )  
COUNTY OF ALLEN     ) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 6 day of August, 1990.

Amos Bauman  
Notary Public's Signature  
AMOS BAUMAN  
Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;  
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of  
at least fifty-one percent (51%) of the LOTS and BUILDING SITES  
in the SUBDIVISION, have hereunto set their hands and seals on  
the date set opposite each of their names below.

LOT #

94

OWNERS

Richard L. Duff  
Genie L. Duff

DATE

8/25/90

8/25/90

90

35872

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA     )  
                                   ) SS:  
 COUNTY OF ALLEN     )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 25th day of August, 1990.

Linda S. Krnell  
 Notary Public's Signature

Linda S. Krnell  
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;  
 my commission expires November 2, 1991.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



[illegible]

90

3

5

8

7

2

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA     )  
                               ) SS:  
 COUNTY OF ALLEN     )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 13 day of Aug, 1990.

Amos Bauman  
 Notary Public's Signature

AMOS BAUMAN  
 Notary Public's Printed Name



I am a resident of ALLEN County, Indiana;  
 my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumaro and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

LOT #

OWNERS

DATE

18

James M. Hart  
Wayne A. Hart

Aug 27, 1990  
August 27, 1990

48

90

3

5

8

7

2

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA     )  
                               ) SS:  
 COUNTY OF ALLEN     )

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 27<sup>th</sup> day of August, 1990.

*Phyllis J. Gunderson*  
 Notary Public's Signature  
Phyllis J. GUNDERSON  
 Notary Public's Printed Name

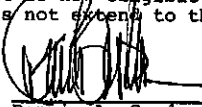
I am a resident of Allen County, Indiana;  
 my commission expires 11-27-91.

This instrument was prepared by William P. Fagan, Gregory L. Fumacolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

ALLEN COUNTY PLAN COMMISSION

This is to certify that the foregoing document has been reviewed by the Allen County Plan Commission. As presented, the content of the restrictions contained in said document conforms to the requirements of the Allen County Zoning and Subdivision Control Ordinances and the document is not eligible for recording. This certification does not extend to the form or validity of the document.

5 Sept 90  
Date

  
Dennis A. Gordon, AICP  
Executive Director

90 35872

DULY ENTERED FOR TAXATION

SEP 9 1987

87-045714

*Jude K. Bloom*  
AUDITOR OF ALLEN COUNTY

AMENDMENT TO EASEMENTS AND PROTECTIVE  
COVENANTS, RESTRICTIONS AND LIMITATIONS  
FOR KEKIONGA SHORES SUBDIVISION

We, the undersigned lot owners of Kekionga Shores Subdivision, hereby agree to the amendment of Section 26(a) of the Easements and Protective Covenants, Restrictions and Limitations For Kekionga Shores Subdivision, as follows: \* Plat Book 29, pg. 13-17

26. Maintenance Liens.

(a) Financial obligations and expenses incurred by the Association in performing its said functions shall be assessed and borne, in equal amounts, by the owners of Lots and Building Sites in the Subdivision. All such assessments for expenses shall be, and constitute a lien upon each Lot and Building Site in the Subdivision in the amount of the pro rata share of such expenses chargeable against such Lot or Building Site as provided in this paragraph, except that no expenditure by the Association for any single improvement costing the Association more than \$500.00 or for a purpose other than the payment of taxes on, and normal maintenance of the areas of the Subdivision under the control of the Association and the structure and improvements located thereon shall constitute the basis for a lien against any Lot in the Subdivision unless such expenditure was approved, in advance of the Association contracting therefor, by a 66 2/3% or greater majority vote at an Association meeting. As used herein the term "normal maintenance" shall include the removal of leaves, ice, snow, debris and weeds from the dam, streets, well site, Lots, Blocks, Lake Area and other areas owned or controlled by the Association and mowing the lawn thereon as well as painting and repairing the structures and improvements located thereon.

This Amendment is signed and acknowledged on the date listed below.

Name	Lot Number	Date
<i>Jayce U. Tisdale</i>	31	08/09/86
<i>Paul R. Tisdale</i>	20	8-9-86
<i>Lane Chaffee</i>	92	8/9/86
<i>Catherine M. Village Wyse</i>	8	8/9/86
<i>Tom Linnecker</i>	77	8/9/86
<i>John D. Williams</i>	62	8/9/86
<i>Shirley R. Hedegaard</i>	78	8/9/86

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Subscribed and sworn to before me, a Notary Public, in and for the State of Indiana and County of Allen, this \_\_\_\_\_ day of \_\_\_\_\_, 1986, on the date above shown.

My Commission Expires:  
2-4-90

*Shirley R. Hedegaard*  
Sarah Hedegaard Notary Public  
Resident of Allen County

INSTRUMENT V 8174

SHAMBAUGH Box

87 45714

Name	Lot Number	Date
Max C. Platt	58	8/9/86
Agnes B. Jett	102	8/9/86
Kelvin L. Dicks	114	8/9/86
Jay E. Jett	72	8/9/86
Charles Bauman	105	8-9-86
Barbara L. Wood	90	8-9-86
Alan F. Knoff	6	8-9-86
Alvin R. Camp	17	8-9-86
Walter L. Dicks	98	8-9-86
Elly C. Jett	87	8/9/86
G. J. Kolmberg	109	8/9/86
Walter L. Dicks	75	8-9-86
James J. Jett	66	8/9/86
Cheryl Wiebe	115	8/9/86
Gail Pedersen	101	8/9/86
Grace Kuyf	94	8/9/86
James H. Jett	16	8/9/86
Robert E. Jett	63	8/9/86
Thomas F. Jett	130	8/9/86
Robert F. Bauman	116	8/9/86
Jack Meredichian	125	8/9/86
Myrtle Jett	59	8/9/86
Paul D. Jett	55	8-9-86
Richard D. Jett	94	8-9-86
Ram H. Jett	54	8/9/86

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Subscribed and sworn to before me, a Notary Public, in and for the State of Indiana and County of Allen, this 8th day of August, 1986, the date above shown.

My Commission Expires:  
2-4-90

*Sarah Hedegaard*  
Sarah Hedegaard Notary Public  
Resident of Allen County

8745714

Name	Lot Number	Date
<i>James D. Galt</i>	52	8/13/86
<i>Robert A. Galt</i>	119	8/13/86
<i>Donald R. Stalter</i>	108	8/13/86
<i>James R. Webber</i>	9	8/13/86
<i>Amelia R. Snyter</i>	64	8/13/86
<i>Hugary M. Antali</i>	71	8/13/86
<i>Donna R. Snyter</i>	84	8/13/86
<i>Carl W. Disher</i>	88	8/13/86
<i>Janet M. Meyers</i>	30	8/13/86
<i>John H. Meyers</i>	70	8/13/86
<i>Randy D. Snyter</i>	96	8/13/86
<i>Berge J. Reine</i>	76	8/13/86
<i>William D. Snyter</i>	103+104	8/13/86
<i>Dean B. Harkness</i>	110	8/13/86
<i>Robert Harkness</i>	37	8/13/86
<i>Forrest Harkness</i>	60	8/13/86
<i>Daniel E. Serban</i>	83	8/19/86
<i>Harley P. Disher</i>	5	8/19/86
<i>Joseph M. Disher</i>	131	8/19/86
<i>James J. King</i>	41	8/20/86
<i>Stanley A. Bender</i>	111	8/21/86
<i>Kenneth A. Hutchins</i>	79	8-21-86
<i>Dallas H. Snyter</i>	19	8-24-86
<i>Sigrid B. Harkness</i>	93	8-28-86

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Subscribed and sworn to before me, a Notary Public, in and for the State of Indiana and County of Allen, this \_\_\_\_\_ day of \_\_\_\_\_, 1986, on the date above shown.

My Commission Expires:

2-4-90

*Sarah Hedegaard*  
Sarah Hedegaard

Notary Public

Resident of Allen County

8745714



Name	Lot Number	Date
Eugene Chavonlis, m.d.	69	8/9/86
James P. Chapman	22	8/9/86
James E. Reck	73	8/9/86
W. H. H. H.	100	8/9/86
Bobt. Shurley	67	8/9/86
Wm. H. H. H.	68	8/9/86
Ernest Boger	112	8-9-86
Ernest Boger	53	8-9-86
Charles H. H.	42	8.9.86
Joseph F. H. H.	65	8-9-86
Wm. H. H.	97	8-9-86
Wm. H. H.	120	8-9-86
Wm. H. H.	21	8-10-86
Wm. H. H.	121	8-12-86
Wm. H. H.	61	8-13-86
Wm. H. H.	106	8-13-86
Wm. H. H.	56	8-13-86
Wm. H. H.	89	8-13-86
Wm. H. H.	123	8-13-86
Wm. H. H.	99	8-13-86
Wm. H. H.	91	8-13-86
Wm. H. H.	81	8-13-86
Wm. H. H.	57	8-13-86
Wm. H. H.	107	8-13-86
Wm. H. H.	51	8-13-86

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Subscribed and sworn to before me, a Notary Public, in and for the State of Indiana and County of Allen, this \_\_\_\_\_ day of \_\_\_\_\_, 1986, the date above shown.

My Commission Expires:  
2-4-90

*Sarah Hedegaard*  
Sarah Hedegaard Notary Public  
Resident of Allen County

8745714

Name	Lot Number	Date
John C. Leslie	26	10/26/86
William H. Schmidt	48	10/26/86
Ramona Miller	44	10/22/86
Ramona Z. Doty, DDS	74	10/22/86
Carolyn A. Halda	85 15	10/22/86
John D. Galt	33	10/22/86
John D. Galt	95	10/22/86
Gregory E. Greco	32	10/22/86
John L. Smith	129	10/22/86
David A. King	14	10/25/86
Henry H. Fischer	11	10-28-86
John F. Cook	1	10/28/86
Ramona Nathan	63	10/28/86
Robert E. Kari	43	10/28/86
Joe Hallstrom	117	10/28/86
Joe C. Cook & Co.	82	10/28/86
Esther J. Gregory	116	11-4-86
Kara L. Sandler	120	11/6/86
Richard R. Hammett	35	11-6-86
Warren A. Frost	18	11-6-86

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF ALLEN )

Subscribed and sworn to before me, a Notary Public, in and for the State of Indiana and County of Allen, this \_\_\_\_\_ day of \_\_\_\_\_, 1986, the date above shown

My Commission Expires:

*Daniel E. Serban*  
 Notary Public  
 Resident of Allen County

DANIEL E. SERBAN, NOTARY PUBLIC  
 RESIDENT OF ALLEN COUNTY  
 MY COMMISSION EXPIRES 8-14-1990

87 45714

**AMENDMENT TO EASEMENTS AND PROTECTIVE  
COVENANTS, RESTRICTIONS AND LIMITATIONS  
FOR KEKIONGA SHORES SUBDIVISION**

We, the undersigned lot owners of Kekionga Shores Subdivision, hereby agree to the amendment of Section 26(a) of the Easements and Protective Covenants, Restrictions and Limitations For Kekionga Shores Subdivision, as follows:

**26. Maintenance Liens.**

(a) Financial obligations and expenses incurred by the Association in performing its said functions shall be assessed and borne, in equal amounts, by the owners of Lots and Building Sites in the Subdivision. All such assessments for expenses shall be, and constitute a lien upon each Lot and Building Site in the Subdivision in the amount of the pro rata share of such expenses chargeable against such Lot or Building Site as provided in this paragraph, except that no expenditure by the Association for any single improvement costing the Association more than \$500.00 or for a purpose other than the payment of taxes on, and normal maintenance of the areas of the Subdivision under the control of the Association and the structure and improvements located thereon shall constitute the basis for a lien against any Lot in the Subdivision unless such expenditure was approved, in advance of the Association contracting therefor, by a 66 2/3% or greater majority vote at an Association meeting. As used herein the term "normal maintenance" shall include the removal of leaves, ice, snow, debris and weeds from the dam, streets, well site, Lots, Blocks, Lake Area and other areas owned or controlled by the Association and mowing the lawn thereon as well as painting and repairing the structures and improvements located thereon.

This Amendment is signed and acknowledged on the date listed below.

<u>Name</u>	<u>Lot Number</u>	<u>Date</u>
<i>James L. Dugan</i>	<i>Lot # 113 Amended page</i>	<i>10-27-86</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF NEBRASKA  
COUNTY OF LANCASTER SS:

Subscribed and sworn to before me, a Notary Public, in and for the State of Nebraska and County of Lancaster this 27th day of October, 1986.

My Commission Expires:

Aug 19, 1989

*David B. Eymund*  
\_\_\_\_\_  
Notary Public  
Resident of Lancaster County



8745714

APPROVED AS TO CONTENT  
BUT NOT AS TO FORM.

PLAN COMMISSION  
OF ALLEN COUNTY, INDIANA

Lester C. Gerig  
Lester C. Gerig

Lynn A. Koehlinger  
Lynn A. Koehlinger

Arthur G. Sprou  
Arthur G. Sprou

ALLEN COUNTY SURVEYOR

Louis K. Machlan  
Louis K. Machlan

PREPARED BY, DANIEL E. SEBASTIAN

8 7 4 5 7 1 4