Section IV #980024927 Page 1

RECORDED 04/17/1998	10:53:49
RECORDER	
VIRGINIA L.	Young
ALLEN COUNT	ΓY, IN

#### **AMENDMENT NUMBER 1**

Amendment of Protective Restrictions and Covenants by deleting Article III, and replacing it with the following:

Receipt No.	926
DCFD	3.00
MISL	52.00
MISL	1.00
Total	56.00

### Article III Architectural Control

No building, fence, wall or other structure of any kind or nature shall be commenced or erected within The Oaks, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of design, external appearance and location in relation to surrounding structures and topography. The Architectural Control Committee shall be composed of three (3) members. Initially, the members shall be appointed by the Developer. At such time as the Developer's Class B membership in the Association ceases and is converted to a Class A membership, the Board of Directors of the Association shall appoint the members of the Architectural Control Committee. A majority of the Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Control Committee, the Developer or the Board of Directors of the Association, as is applicable, shall designate a successor. In the event the Architectural Control Committee fails to act within thirty (30) days after said plans and specifications have been submitted to it, or disapproves the plans and specifications, the Owner may appeal to the Board of Directors of the Association and request that it either approve the plans and specifications and/or overturn the disapproval of the Architectural Control Committee. In any event, if an appeal is not filed with the Board of Directors of the Association within sixty (60) days after the plans and specifications were first delivered to the Architectural Control Committee, the plans and specifications shall be deemed to be disapproved and the Owner shall have no further appeals to the Board of Directors of the Association.

**DULY ENTERED FOR TAXATION** 

APO 17 1888

AUDITOR OF ALLEN COUNTY

Michely Mazelin 11018 Scarlet Dak Run FW 46845 AUDITORS NUMBER

SON SON

Lot No. 135:	Franchy Gull	
Lot No. 136:	Kan Itay &	

Date: <u>11-(6-97</u>

Date: 11 - 23 - 91

Date: 11 - 23 - 47

STATE OF INDIANA )
COUNTY OF ALLEN ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above lot owners of The Oaks, Section IV, according to the plat thereof, and acknowledged the execution of the foregoing as his/her free and voluntary act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this.

2 day of <u>December</u>, 1997.

Suzette K Koehlinger

Notary Public

My commission expires: 10|27|2000
Resident of Allen County

The undersigned, being owners of not less than seventy five percent (75%) of the lots in The Oaks, Section IV, according to the plat thereof recorded December 14, 1994, as document number 94-69351, plat cabinet C, page 48, in the Office of the Recorder of Allen County, Indiana, hereby amend the Protective Restrictions and Covenants which are a part of said plat by approving Amendment 1 attached hereto:

Lot No. 104: IMMU. Survey	Date: 11/30/97
IW. Line-	Date: 11/30/07
Lot No. 105: Bartan Bayen	Date: <u>//-30-97</u>
Allen Barger	Date: 11-30-97
Lot No. 106: Jundon Olio. By	Date:
Joy ed. an J. Pren	Date:
Lot No. 107: <u>Sue Skakloff</u>	Date: 12-2-97
	Date:
Lot No. 108: Winse alice by	Date: _//.17.97
My w. al	Date:
Lot No. 109: Mildred Delagrange	Date: <u>//- /5 - 97</u>
	Date:
Lot No. 110: <u>Darla Dypect</u>	Date: 11-25-97
Tom Dyset	Date: 11-25-97
Lot No. 111:	Date:
	Date:
Lot No. 112: Denise Cheveron	Date: 11-16-97
Miles Dollan-	Date: 11/16-97

Lot No. 113: Liter Liter	Date: 11 25 97
Malco Dist	Date: $11/25/97$
Lot No. 114: Sand Marghi	Date: <u>//- /5 -9 -7</u>
Muchele Con mayelin,	Date: _//-/5-97
Lot No. 115: Chappy bu	Date: 11-17
Mulazina	Date: 11-17-97
Lot No. 116: Mohal Hodoran	Date: NOV 13, /997
	Date:
Lot No. 117: Maringar	Date: 11-23-97
Janto	Date: $\frac{11 - 23 - 97}{}$
Lot No. 118: Sail Siegel	Date: 1/-/6-97
TelSil	Date: 11-16-9
Lot No. 119: Pavia Cintro	Date:
With H. Citi	Date: <u>//-/6~97</u>
Lot No. 120: James Brak	Date: _//-/6-97
Mary Brake	Date: 11-16-97
Lot No. 121: Windson Inc by.	Date:
My w. Com J. Prs.	Date:
Lot No. 122: Sharon Cooper	Date: ///////
Ca Ca	Date: ////6/97
Lot No.123: Min June	Date: 11/16/97
Sun AGunt.	Date: //-/6 97

Lot No. 124: 22000	Date: _ 1/23/97
Broke Sam	Date: _ ///3/9)
Lot No. 125: Zal Theyer	Date: 11-16-97
Delick Steger	Date: 11   23   97
Lot No. 126:	Date:
	Date:
Lot No. 127:	Date:
	Date:
Lot No. 128: 15	Date:
Susan D. Daris	Date: <u>11-25-97</u>
Lot No. 129:	Date:
	Date:
Lot No. 130: Lois Reed	Date:
	Date:
Lot No. 131:	Date:
	Date:
Lot No. 132:	Date:
	Date:
Lot No. 133:	Date:
	Date:
Lot No. 134:	Date:
	Date:

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Lot No. 124:	Date:
	Date:
Lot No. 125:	Date:
	Date:
Lot No. 126:	Date:
	Date:
Lot No. 127:	Date:
	Date:
Lot No. 128:	Date:
	Date:
Lot No. 129:	Date:
	Date:
Lot No. 130:	Date:
	Date:
Lot No. 131:	Date:
$\overline{\rho}$ $1.0$	Date:
Lot No. 132: Byrong Woden	Date:
Sharon Hedeen	Date:
Lot No. 133: ///	Date: 11/16/97
Budget & Bengers	Date:
Lot No. 134: Matthew & hustman	Date: 11-16-97
	Dato:

#### AMENDMENT NUMBER 2

Amendment of Protective Restrictions and Covenants by deleting Article IV, Section 14, and replacing it with the following:

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. If any Owner shall fail or refuse to pay an assessment when due, the amount thereof plus interest and the Association's costs of enforcement, shall constitute a lien upon the Lot of the Owner, and upon the recording of notice thereof by the Association, such lien shall be an encumbrance upon such Owner's Lot.

Section 14(a). The lien provided for in this Section shall be in favor of the Association, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgage upon real property. The Association shall have the power to bid on the interest so foreclosed at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. Suit to recover a money judgment for the unpaid assessment plus interest and costs may be maintained without foreclosing or waiving the lien securing the same.

Section 14(b). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 14(c). If the Association files a suit to recover a money judgment for the unpaid assessment or to foreclose the lien, and it prevails in such suit, then the Association shall be entitled to include its reasonable attorney's fees as part of the costs identified herein above.

Lot No. 135: Small Will Lot No. 136: Law Sin July	Date: $\frac{1/(6/97)}{1/(6/97)}$ Date: $\frac{1/(6/97)}{1/(6/97)}$ Date: $\frac{1/(6/97)}{1/(6/97)}$

STATE OF INDIANA )
COUNTY OF ALLEN ) SS:

My commission expires: 10 Resident of Allen County

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above lot owners of The Oaks, Section IV, according to the plat thereof, and acknowledged the execution of the foregoing as his/her free and voluntary act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

2 day of December, 1997.

Suzette K. Koehlinger

Notary Public

BLIC

The undersigned, being owners of not less than seventy five percent (75%) of the lots in The Oaks, Section IV, according to the plat thereof recorded December 14, 1994, as document number 94-69351, plat cabinet C, page 48, in the Office of the Recorder of Allen County, Indiana, hereby amend the Protective Restrictions and Covenants which are a part of said plat by approving Amendment 2 attached hereto:

Lot No. 104: <u>Omn W. Forwor</u>	Date: 11/30/97
I. Lenson	Date: 11/30/97
Lot No. 105: Bata Bayon	Date: _ 11 - 3 0 - 47
- Helen Croly Barger	Date:
Lot No. 106: Winesor Olice by	Date: <u>//-/7-9</u>
Joya. Ch	Date:
Lot No. 107: Sue Skekloff	Date: 12 - 2 - 97
	Date:
Lot No. 108: Wurder the hy	Date:
May is an	Date:
Lot No. 109: Mildred Delagrang	Date: 11-15-97
	Date:
Lot No. 110: Darla Dysect	Date:
Tom Dyseit	Date: _//-25-97
Lot No. 111:	Date:
	Date:
Lot No. 112: Derisp & Cheveron	Date: 11/16/97
Mahal Della	Date: 11/16/97

Vista Lillet	11/25/97
Lot No. 113: With	Date: Date:
Lot No. 114: Wand & Wagla	Date: 11-15-97
Michele Con. Corrazelor	Date:
Lot No. 115: Cirki Zalow	Date: 11-17-77
Mulie Zayan	Date: 11-17-97
Lot No. 116: Michel Lod	Date: 11/13/97 .
	Date:
Lot No. 117: Markeyar	Date: 11-23-97
Dan Stree	Date: 11-23-97
Lot No. 118: Bal Siegel	Date: <u>// ~/ 6 97</u>
Tel Sil	Date: 11-16-97
Lot No. 119: <u>Pania Curtis</u>	Date:
Will H. CI	Date: <u>//-/6-97</u>
Lot No. 120: James Brake	Date: 11-16-97
Mary Brake	Date: 11-16-97
Lot No. 121: Windsor alac. by	Date:
My w. Qu V.Pus.	Date:
Lot No. 122.	Date: 1/16/97
Dranon Corper	Date: 11-16-97
Lot No. 123: Robert R. Cauci	Date://-/6-97
Vivi of Guil	Date: 11-16-9)

Lot No. 124:	Date:
Bul Oling	Date: 11/23/97
Lot No. 125:	Date: 11-14-97
Derni R. Steger	Date: 11/23/97
Lot No. 126:	Date:
	Date:
Lot No. 127: Manage Cronin	Date: 11/25/97
SDC-	Date: 11/2497
Lot No. 128:	Date: <u>     25</u>  97
Susan D. Davis	Date: 11-25-97
Lot No. 129:	Date:
	Date:
Lot No. 130: Low Reed	Date: 11-30-97
	Date:
Lot No. 131:	Date:
	Date:
Lot No. 132:	Date:
	Date:
Lot No. 133:	Date:
	Date:
Lot No. 134:	Date:
	Date:

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Lot No. 124:	Date:
	Date:
Lot No. 125:	Date:
	Date:
Lot No. 126:	Date:
	Date:
Lot No. 127:	Date:
	Date:
Lot No. 128:	Date:
	Date:
Lot No. 129:	Date:
	Date:
Lot No. 130:	Date:
	Date:
Lot No. 131:	Date:
G JP	Date:
Lot No. 132: Syron Heden	Date: 11/16/97
Sharon Hedeen	Date: _///16/97
Lot No. 133: 1110 D	Date: 11/16/97
Bridget & Burgers	Date:
Lot No. 134: Matthe D Juntura	Date:
	Date:

### **AMENDMENT NUMBER 3**

Amendment of Protective Restrictions and Covenants by deleting General Provisions, Section 20, and replacing it with the following:

Section 20. Enforceability and Recovery of Costs. The Association, Architectural Control Committee, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed herein, and to recover all it's costs incurred in such enforcement proceedings, including interest of eight percent (8%) per annum from the date such costs are incurred.

Section 20(a). The Association shall have the right, but not the obligation, after giving thirty (30) days prior written notice to an Owner, to enter upon said Owner's Lot and then repair, clean, or perform such other acts as may be reasonably necessary to make the Lot and improvements thereon conform to all restrictions, conditions, covenants and reservations now or hereafter imposed herein.

Section 20(b). The Association shall have the right, but not the obligation, if the Board of Directors determines that an emergency exists, after attempting to give oral notice to an Owner, to enter upon said Owner's Lot and then repair, clean, or perform such other acts as may be reasonably necessary to resolve the emergency by making the Lot and improvements thereon conform to all restrictions, conditions, covenants and reservations now or hereafter imposed herein.

Section 20(c). The costs incurred by the Association, identified herein above, shall be paid by said Owner within thirty (30) days after receipt of written demand for payment from the Association. The Association shall be entitled to the creation of a lien upon said Owner's Lot, in the amount of all such costs, and the enforcement thereof as set forth in Article IV. Failure by the Association, Architectural Control Committee, or by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 20(d). If the Association, Architectural Control Committee, or any Owner shall enforce, by a proceeding at law or in equity, any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed herein, and prevails in such proceeding at law or in equity, then it shall be entitled to include its reasonable attorney's fees as part of the costs identified herein above.

Lot No. 136:  Lot No. 136:	Date:
STATE OF INDIANA ) COUNTY OF ALLEN ) SS:	
Before me, the undersigned, a Notary Publipersonally appeared the above lot owners of The O thereof, and acknowledged the execution of the foact and deed. IN WITNESS WHEREOF, I have here day of Seemble	aks, Section IV, according to the plat
My commission expires: $10/27/200_0$ Resident of Allen County	3/10

The undersigned, being owners of not less than seventy five percent (75%) of the lots in The Oaks, Section IV, according to the plat thereof recorded December 14, 1994, as document number 94-69351, plat cabinet C, page 48, in the Office of the Recorder of Allen County, Indiana, hereby amend the Protective Restrictions and Covenants which are a part of said plat by approving Amendment 3 attached hereto:

Lot No. 104:	Date:
	Date:
Lot No. 105: Barta Bayer	Date:/ 30 - 97
Helen Choley- Parger	Date: 11-30.1997
Lot No. 106: Windsor Olive My	Date:
May w. all U Pres.	Date:
Lot No. 107: <u>Sue Skekloff</u>	Date: 12 - 2 - 9 7
	Date:
Lot No. 108: Windor Ohre. My	Date://.12.97
you w. a. U. Pur.	Date:
Lot No. 109: Mildel Delasconge	Date: 11-15-97
	Date:
Lot No. 110: Darla Dysect	Date: _//-25.97
Tom Dyserf	Date: _//-25-97
Lot No. 111:	Date:
	Date:
Lot No. 112: <u>Penise S. Cherron</u>	Date: 1/-16-9 >
Mahrf Vh	Date: 11/16/97

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Lot No. 113: Kntin LiVats	Date: 11 25 /97
Mak J. With	Date: 11/25/97
Lot No. 114: Naud Madi	Date: 1/-/5-97
_ (Michele (m. mazelin	
Lot No. 115: Junder Zuber	Date: 11-15-97
	Date:
My Lyper	Date: 11-17-97
Lot No. 116: Market John	Date:
	Date:
Lot No. 117: Maxward	Date: 11-23-97
$-\frac{1}{2}$	Date:
Lot No. 118: Bat Siegel	Date: <u>// -/ 6 - 9 )</u>
Ted Sil	Date: 11-16-97
Lot No. 119: <u>Faula Certis</u>	Date:
Will H. at	Date:
Lot No. 120: James Brake	Date: 11-16-97
Mary Brabe	Date: 11-16-97
Lot No. 121: Windsor Inc. by	Date:
- May w M	, , , , , , , , , , , , , , , , , , , ,
Lot No. 122: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Date:
Lot No. 122: Sharon Cooper	Date: $1-11-97$
- Cy	Date:
Lot No. 123: The A Great	Date: _//-/6-97
Abert W. Querl	Date: 11-16-97

Lot No. 124:	Date:
Bush fly	Date: "/23/97
Lot No. 125: Caly toger	Date: 11-16-97
Derri R Steeps	Date: 11/>3/57
Lot No. 126:	Date:
	Date:
Lot No. 127:	Date:
	Date:
Lot No. 128:	Date: _ いる5(97
Susan D. Darus	Date:
Lot No. 129:	Date:
	Date:
Lot No. 130: Lois Reed	Date: 11-30 -97
	Date:
Lot No. 131:	Date:
	Date:
Lot No. 132:	Date:
Lot No. 133:	Date:
	Date:
Lot No. 134:	Date:
	Date:
	Date:

Lot No. 124:	Date:
	Date:
Lot No. 125:	Date:
	Date:
Lot No. 126:	Date:
	Date:
Lot No. 127:	Date:
	Date:
Lot No. 128:	Date:
	Date:
Lot No. 129:	Date:
	Date:
Lot No. 130:	Date:
	Date:
Lot No. 131:	Date:
$\mathcal{O}_{\mathcal{A}}$	Date:
Lot No. 132: Dyn Medean	Date:
Sharon Hedeen	Date: _///6/97
Lot No. 133: 11 0 1	Date: 11/16/97
Moget Burger	Date:
Lot No. 134: Walthur D. Chestra	Date:
	Date:

#### **AMENDMENT NUMBER 5**

Amendment of Protective Restrictions and Covenants by adding General Provisions, Section 26.

<u>Section 26. Lot Landscaping and Maintenance</u>. An Owner shall cause his Lot to be landscaped after he occupies the residential improvements upon the Lot, or the residential improvements upon the Lot are completed, whichever shall first occur, in accordance with the following time frames and minimum standards:

- (a) All areas of the Lot not improved with plantings (including but not limited to bushes, trees, and shrubs) shall be planted or sodded with grass within six (6) months.
- (b) Front yard plantings (including but not limited to bushes, trees and shrubs) shall be planted within one (1) year. For purposes of this Section 26, the front yard is identified as that portion of each Lot between the front of the residential improvements and the street curbing.
- (c) All trees planted on a Lot shall be at least one (1) inch in diameter or six (6) feet in height. This provision shall not apply to existing trees.
- (d) The area of the Lot between the sidewalk and the street curbing shall be kept free of all bushes, shrubs, and trees, and the only landscaping allowed in this area shall be grass or sod.
- (e) All dead trees or plantings shall be removed within one (1) year after receipt of written request of removal by the Association.
- (f) All shrubs, trees, grass, plantings, and landscaping of every kind and nature shall be kept well maintained, properly cultivated, and free of trash and debris.
- (g) All sidewalks, driveways, decks, residential structures and other improvements to the Lot shall be kept well maintained and free of trash and debris.
- (h) All sidewalks shall be kept free of ice and snow.

The existing landscaping on all improved Lots shall be brought into compliance with these minimum standards within one (1) year after this Section is enforceable.

Lot No. 136: Kam Jen Jan	Date:
STATE OF INDIANA COUNTY OF ALLEN  Before me, the undersigned, a Notary Public personally appeared the above lot owners of The Oaks thereof, and acknowledged the execution of the foregact and deed. IN WITNESS WHEREOF, I have hereund day of	s, Section IV, according to the plat
My commission expires: 10/27/2000 Resident of Allen County	101AILA

The undersigned, being owners of not less than seventy five percent (75%) of the lots in The Oaks, Section IV, according to the plat thereof recorded December 14, 1994, as document number 94-69351, plat cabinet C, page 48, in the Office of the Recorder of Allen County, Indiana, hereby amend the Protective Restrictions and Covenants which are a part of said plat by approving Amendment 5 attached hereto:

Lat No. 404	
Lot No. 104:	Date:
	Date:
Lot No. 105: Barta Baye	Date: 11-30-97
Helen Choley. Barger	Date: 11.30.1997
Lot No. 106: Windson Olic. My	Date:
- My w. (a U. Pur.	Date:
Lot No. 107: Sue Skekloff	Date: 12-2-97
	Date:
Lot No. 108: Windson the by	Date: 11.12.97
My w. a U. Dres.	Date:
Lot No. 109: // fildred lageong	Date: 11-15-97
	Date:
Lot No. 110: Darla Dysect	Date: _//-25-97
Tom Dysert	Date: _//-25-97
Lot No. 111:	Date:
	Date:
Lot No. 112: Denyap S. Ghever	Date:
John 1	Date: 11-16-97

Lot No. 113: Katu Li With	1 -1
	Date: 11/25/97
Mark S. With	Date: $\frac{1/25}{97}$
Lot No. 114: Nand Maglin	Date://- /5 -9 7
Michele M. Magelin	Date: _//-/5-97
Lot No. 115: Chay Zube	Date:
ihile Julyer	Date:
Lot No. 116: Much	Date: 11/13/97
	Date:
Lot No. 117: Manuar	Date:
Jan Jan	Date: 11-23-90
Lot No. 118: Rail Sieges	Date: <u>//^/6 - 97</u>
Tel Sil	Date: _//-/6-97
Lot No. 119: <u>Paula Curtis</u>	Date://~/6~97
- Will H. Cutz	Date://-/6-97
Lot No. 120: Jane Brake	Date: 11-16-97
Mary Brake	Date: 11-16 - 97
Lot No. 121: Windyay Olac.	Date: _//-/1. 97
by fly will U.Prs.	Date:
Lot No. 122: Janon Corpo	Date:
Light	Date: 11/16/97
Lot No.123: The H June	Date:
- G Kobert W Gus	Date:

Lot No. 124:	Date:
Brusher Elm	Date:
Lot No. 125:	Date: 11-17-97
Derri R Hoge	Date: 11 23 57
Lot No. 126:	Date:
	Date:
Lot No. 127:	Date:
	Date:
Lot No. 128:	Date: 1/25/97
Susan D. Davis	Date: 11-25-97
Lot No. 129:	Date:
	Date:
Lot No. 130: Lois Reed	Date: <u>11-30-97</u>
	Date:
Lot No. 131:	Date:
	Date:
Lot No. 132:	Date:
	Date:
Lot No. 133:	Date:
	Date:
Lot No. 134:	Date:
	Date:

Lot No. 124:	Date:
	Date:
Lot No. 125:	Date:
	Date:
Lot No. 126:	Date:
	Date:
Lot No. 127:	Date:
	Date:
Lot No. 128:	Date:
	Date:
Lot No. 129:	Date:
	Date:
Lot No. 130:	Date:
	Date:
Lot No. 131:	Date:
	Date:
Lot No. 132: Ogwood Redeem	Date: 11/16/97
Sharon Hedeen	Date: 11/16/97
Lot No. 133:	Date: 11/16/97
Maget & Bugers	Date:
Lot No. 134: Matthew D. Austman	Date: <u>1(~16~9)</u>
	Date:

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