

RECORDED
04/17/1998 10:53:47
RECORDER
VIRGINIA L. YOUNG
ALLEN COUNTY, IN

AMENDMENT NUMBER 1

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

Doc. No. 980024926
Receipt No. 9226

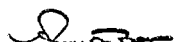
DCFD	3.00
MISL	60.00
MISL	1.00
Total	64.00

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

APR 17 1998


AUDITOR OF ALLEN COUNTY

Michele Mazelin
11018 Scarlet Oak Run
FW 44845

2089
98 ~~9089~~
AUDITORS NUMBER

64
bw

Lot No. 102: Darryl K. Linn
Renee L. Linn

Date: 12/1/97

Date: 12-1-97

Lot No. 103: _____

Date: _____

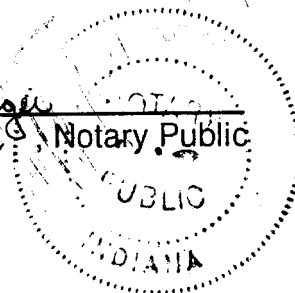
Date: _____

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 III, 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 3 day of December, 1997.

Suzette R. Koehlinger
Suzette R. Koehlinger, Notary Public

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



**Amendments to the Protective Restrictions and Covenants of
the Plat of The Oaks, Section III**

The undersigned, being owners of not less than seventy five percent (75%) of the lots in The Oaks, Section III, according to the plat thereof recorded June 14, 1994, as document number 94-036160, plat cabinet C, page 20, 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. 71: _____	Date: _____
_____	Date: _____
Lot No. 72: <u>SJ McDonnell</u>	Date: <u>11-23-97</u>
<u>Priscilla A. McDonnell</u>	Date: <u>11-23-97</u>
Lot No. 73: <u>Adam Harg</u>	Date: <u>11-23-97</u>
<u>Ray S. Harg</u>	Date: <u>11-23-97</u>
Lot No. 74: <u>Stacy Ellenbaot</u>	Date: <u>11-24-97</u>
<u>Dale L. Ellenbaot</u>	Date: <u>11/29/97</u>
Lot No. 75: <u>Marcum</u>	Date: <u>11-23-97</u>
<u>Brigitte Coenies</u>	Date: <u>11-23-97</u>
Lot No. 76: <u>Kathleen Sommer</u>	Date: <u>11-23-97</u>
<u>Bradley K. Sommer</u>	Date: <u>11/23/97</u>
Lot No. 77: <u>Lain Maple</u>	Date: <u>12/1/97</u>
<u>Cristal Maple</u>	Date: <u>12/1/97</u>
Lot No. 78: <u>Julie King</u>	Date: <u>12-1-97</u>
<u>Thomas King</u>	Date: <u>12-1-97</u>
Lot No. 79: <u>Rod Steen</u>	Date: <u>11-30-97</u>
<u>Lyndee Steen</u>	Date: <u>11-30-97</u>

Lot No. 80: L. Paul Bunting
Sue Bunting

Date: 11/14/97

Date: 11-14-97

Lot No. 81: James Oldham
Theresa Oldham

Date: 11-14-97

Date: 11-14-97

Lot No. 82: Donnie Meador
Macie Meador

Date: 11-14-97

Date: 11-14-97

Lot No. 83: Bonnie L. Arthurs

Date: 11-15-97

Date: _____

Lot No. 84: _____

Date: _____

Date: _____

Lot No. 85: _____

Date: _____

Date: _____

Lot No. 86: _____

Date: _____

Date: _____

Lot No. 87: _____

Date: _____

Date: _____

Lot No. 88: _____

Date: _____

Date: _____

Lot No. 89: _____

Date: _____

Date: _____

Lot No. 90: _____

Date: _____

Date: _____

Lot No. 80: _____

Date: _____

Date: _____

Lot No. 81: _____

Date: _____

Date: _____

Lot No. 82: _____

Date: _____

Date: _____

Lot No. 83: _____

Date: _____

Date: _____

Lot No. 84: Rayll J. Brown

Date: 12/1/97

James L. Trimm

Date: 12-1-97

Lot No. 85: _____

Date: _____

Rebecca Stockstager

Date: 11-28-97

Lot No. 86: Melissa M. Slater

Date: 12-1-97

Mark A. Slater

Date: 12-1-97

Lot No. 87: John H. Belus

Date: 12/1/97

Donna Peters

Date: 12/1/97

Lot No. 88: Judith L. Weidner

Date: 12/1/97

Date: _____

Lot No. 89: Frank G. Gamba

Date: 12-1-97

Kendrick J. Gamba

Date: 12-1-97

Lot No. 90: Mary A. Meehan

Date: 12-1-97

Jill Meehan

Date: 12-1-97

Lot No. 91: James Sundbom
Kim Sundbom

Date: 11/25/97

Date: 11/25/97

Lot No. 92: Saul A. Meehan
Gloria A. Meehan

Date: 11-25-97

Date: 11-25-97

Lot No. 93: Wida Lund
Dan E. Lund

Date: 11/23/97

Date: 11/23/97

Lot No. 94: _____

Date: _____

Date: _____

Lot No. 95: _____

Date: _____

Date: _____

Lot No. 96: _____

Date: _____

Date: _____

Lot No. 97: _____

Date: _____

Date: _____

Lot No. 98: _____

Date: _____

Date: _____

Lot No. 99: _____

Date: _____

Date: _____

Lot No. 100: _____

Date: _____

Date: _____

Lot No. 101: _____

Date: _____

Date: _____

Lot No. 91: _____

Date: _____

Date: _____

Lot No. 92: _____

Date: _____

Date: _____

Lot No. 93: _____

Date: _____

Date: _____

Lot No. 94: _____

Date: _____

Date: _____

Lot No. 95: Shawn G. Hamilton Taylor

Date: 12-3-97

John D Taylor

Date: 12-3-97

Lot No. 96: John A. B. B.

Date: 12-1-97

Cheryl B. B.

Date: 12-1-97

Lot No. 97: Joe Heman

Date: 12-1-97

E. Heman

Date: 12-1-97

Lot No. 98: not interested

Date: 11-30-97

Date: _____

Lot No. 99: Al Gonyally

Date: 12-1-97

Karen Gonzalez

Date: 12-1-97

Lot No. 100: Tom Williams

Date: 12-1-97

Date: _____

Lot No. 101: _____

Date: _____

Date: _____

←

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. 102: Dany Kellum
Lenee Pittner

Date: 12/1/97

Date: 12-1-97

Lot No. 103: _____

Date: _____

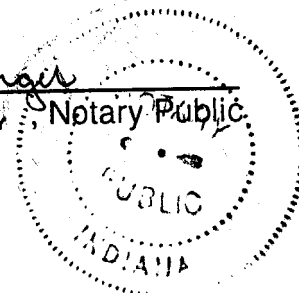
Date: _____

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 III, 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 3 day of December, 1997.

Suzette K. Roehlinger
Suzette K. Roehlinger, Notary Public

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



**Amendments to the Protective Restrictions and Covenants of
the Plat of The Oaks, Section III**

The undersigned, being owners of not less than seventy five percent (75%) of the lots in The Oaks, Section III, according to the plat thereof recorded June 14, 1994, as document number 94-036160, plat cabinet C, page 20, 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. 71: _____	Date: _____
_____	Date: _____
Lot No. 72: <u>SMcDonnell</u>	Date: <u>11-23-97</u>
<u>Priscilla A. McDonnell</u>	Date: <u>11/23/97</u>
Lot No. 73: <u>Aden-Hay</u>	Date: <u>11/23/97</u>
<u>Pony S. Hay</u>	Date: <u>11/23/97</u>
Lot No. 74: <u>Dale L. Elebaas</u>	Date: <u>11/24/97</u>
<u>Shary J Elebaas</u>	Date: <u>11-24-97</u>
Lot No. 75: <u>W. Sommer</u>	Date: <u>11-23-97</u>
<u>Bridgette Coomes</u>	Date: <u>11-23-97</u>
Lot No. 76: <u>Kathleen Sommer</u>	Date: <u>11/23/97</u>
<u>Freddie K. Sommer</u>	Date: <u>11/23/97</u>
Lot No. 77: <u>Lain Maph</u>	Date: <u>12/1/97</u>
<u>Courtney Maph</u>	Date: <u>12/1/97</u>
Lot No. 78: <u>Suberling</u>	Date: <u>12-1-97</u>
<u>Wally Suberling</u>	Date: <u>12-1-97</u>
Lot No. 79: <u>Rod Stein</u>	Date: <u>11-30-97</u>
<u>Sydney Stein</u>	Date: <u>11-30-97</u>

Lot No. 80:	<u>J. Paul Bunting</u> <u>Sue Bunting</u>	Date: <u>11/14/97</u> Date: <u>11-14-97</u>
Lot No. 81:	<u>James Oldham</u> <u>Theresa Oldham</u>	Date: <u>11-14-97</u> Date: <u>11-14-97</u>
Lot No. 82:	<u>Donnie Meador</u> <u>ma cie meador</u>	Date: <u>11-14-97</u> Date: <u>11-14-97</u>
Lot No. 83:	<u>Bonnie L. Artheskults</u>	Date: <u>11-15-97</u>
		Date: _____
Lot No. 84:		Date: _____
		Date: _____
Lot No. 85:		Date: _____
		Date: _____
Lot No. 86:		Date: _____
		Date: _____
Lot No. 87:		Date: _____
		Date: _____
Lot No. 88:		Date: _____
		Date: _____
Lot No. 89:		Date: _____
		Date: _____
Lot No. 90:		Date: _____
		Date: _____

Lot No. 80: _____

Date: _____

Date: _____

Lot No. 81: _____

Date: _____

Date: _____

Lot No. 82: _____

Date: _____

Date: _____

Lot No. 83: _____

Date: _____

Date: _____

Lot No. 84: Russell T. Quinn

Date: 12/1/97

Joan L. Quinn

Date: 12-1-97

Lot No. 85: William E. D. Abbe

Date: 12-1-97

Rebecca Stechler

Date: 11-28-97

Lot No. 86: Melissa H. Slater

Date: 12-1-97

Mark H. Slater

Date: 12-1-97

Lot No. 87: John H. Peters

Date: 12/1/97

Norma Peters

Date: 12/1/97

Lot No. 88: Judith L. Weidner

Date: 12/1/97

Date: _____

Lot No. 89: Frank Gerardo

Date: 12-1-97

Judy L. Gerardo

Date: 12-1-97

Lot No. 90: May H. Mahan

Date: 12-1-97

John Mahan

Date: 12-1-97

Lot No. 91: Joe Thompson
Kim Thakola

Date: 11/25/97

Date: 11/25/97

Lot No. 92: Paul A. Meekhan
Gloria A. Meekhan

Date: 11-25-97

Date: 11-25-97

Lot No. 93: Lucia Lund
Dw E Lund

Date: 11/23/97

Date: 11/23/97

Lot No. 94: _____

Date: _____

Date: _____

Lot No. 95: _____

Date: _____

Date: _____

Lot No. 96: _____

Date: _____

Date: _____

Lot No. 97: _____

Date: _____

Date: _____

Lot No. 98: _____

Date: _____

Date: _____

Lot No. 99: _____

Date: _____

Date: _____

Lot No. 100: _____

Date: _____

Date: _____

Lot No. 101: _____

Date: _____

Date: _____

Lot No. 91: _____

Date: _____

Date: _____

Lot No. 92: _____

Date: _____

Date: _____

Lot No. 93: _____

Date: _____

Date: _____

Lot No. 94: _____

Date: _____

Date: _____

Lot No. 95: Sherrill A. Hamilton Taylor

Date: 12-3-97

John D Taylor

Date: 12-3-97

Lot No. 96: W. A. G. Baker

Date: 12-1-97

Cheryl A. Baker

Date: 12-1-97

Lot No. 97: Joe Hecar

Date: 12-1-97

J. Hecar

Date: 12-1-97

Lot No. 98: Not Interested

Date: 11-30-97

Date: _____

Lot No. 99: Al Gonzalez

Date: 12-1-97

Karen Gonzalez

Date: 12-1-97

Lot No. 100: Ross Marasoul

Date: 12-1-97

Alexis Marasoul

Date: 12-1-97

Lot No. 101: _____

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 its 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. 102: Doug Kellum
Renee Fittner

Date: 12/1/97

Date: 12-1-97

Lot No. 103: _____

Date: _____

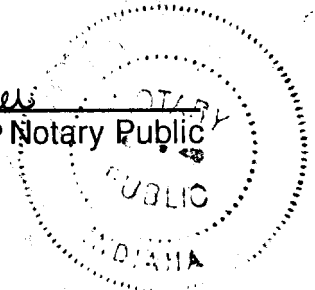
Date: _____

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

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Suzette K. Roehlinger
Suzette K. Roehlinger, Notary Public

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



**Amendments to the Protective Restrictions and Covenants of
the Plat of The Oaks, Section III**

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Lot No. 71: _____ Date: _____

_____ Date: _____

Lot No. 72: SM McDonnell Date: 11-23-97

Priscilla A. McDonnell Date: 11/23/97

Lot No. 73: Adam King Date: 11/23/97

Phyllis S. King Date: 11/23/97

Lot No. 74: Dale H. Elenbaas Date: 11/29/97

Maureen Elenbaas Date: 11-24-97

Lot No. 75: Monica Date: 11-23-97

Bridgette Corneil Date: 11-23-97

Lot No. 76: Kathleen Sommer Date: 11/23/97

Bradley K. Sommer Date: 11/23/97

Lot No. 77: Lois Maph Date: 12/1/97

Conrad Maph Date: 12/1/97

Lot No. 78: John Maph Date: 12-1-97

John Maph Date: 12-1-97

Lot No. 79: Rod Steer Date: 11-30-97

Gregory Steer Date: 11-30-97

Lot No. 80:	<u>Paul Bunting</u> <u>Sue Bunting</u>	Date: <u>11/14/97</u> Date: <u>11/14/97</u>
Lot No. 81:	<u>James Oldham</u> <u>Theresa Oldham</u>	Date: <u>11-14-97</u> Date: <u>11-14-97</u>
Lot No. 82:	<u>Donnie Meador</u> <u>Macie Meador</u>	Date: <u>11-14-97</u> Date: <u>11-14-97</u>
Lot No. 83:	<u>Bonnie L. Arthurhults</u> _____	Date: <u>11-15-97</u> Date: _____
Lot No. 84:	_____ _____	Date: _____ Date: _____
Lot No. 85:	_____ _____	Date: _____ Date: _____
Lot No. 86:	_____ _____	Date: _____ Date: _____
Lot No. 87:	_____ _____	Date: _____ Date: _____
Lot No. 88:	_____ _____	Date: _____ Date: _____
Lot No. 89:	_____ _____	Date: _____ Date: _____
Lot No. 90:	_____ _____	Date: _____ Date: _____

Lot No. 80: _____

Date: _____

Date: _____

Lot No. 81: _____

Date: _____

Date: _____

Lot No. 82: _____

Date: _____

Date: _____

Lot No. 83: _____

Date: _____

Date: _____

Lot No. 84: Russell T. Ginn

Date: 12/1/97

Joan Z. Ginn

Date: 12-1-97

Lot No. 85: _____

Date: _____

Rebecca Stockinger

Date: 11-28-97

Lot No. 86: Elissa J Slater

Date: 12-1-97

Mark R Slater

Date: 12-1-97

Lot No. 87: Isana Peters

Date: 12/1/97

John H. Peters

Date: 12/1/97

Lot No. 88: Judy C. Weidner

Date: 12/1/97

Date: _____

Lot No. 89: _____

Date: _____

Date: _____

Lot No. 90: _____

Date: _____

Date: _____

Lot No. 91: Jan Kralovic
Kim Lindhorst

Date: 11/25/97

Date: 11/25/97

Lot No. 92: Saul A. Meehan
Gloria C. Meehan

Date: 11-25-97

Date: 11-25-97

Lot No. 93: Iricia Lund
Dan E. Lund

Date: 11/23/97

Date: 11/23/97

Lot No. 94: _____

Date: _____

Date: _____

Lot No. 95: _____

Date: _____

Date: _____

Lot No. 96: _____

Date: _____

Date: _____

Lot No. 97: _____

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Date: _____

Lot No. 98: _____

Date: _____

Date: _____

Lot No. 99: _____

Date: _____

Date: _____

Lot No. 100: _____

Date: _____

Date: _____

Lot No. 101: _____

Date: _____

Date: _____

Lot No. 91:		Date:	
		Date:	
Lot No. 92:		Date:	
		Date:	
Lot No. 93:		Date:	
		Date:	
Lot No. 94:		Date:	
		Date:	
Lot No. 95:	Shirley A. Hamilton John W. Taylor	Date:	12-3-97
		Date:	12-3-97
Lot No. 96:	Michael A. Black Cheryl L. Black	Date:	12-1-97
		Date:	12-1-97
Lot No. 97:	Joe A. Nelson E. Nelson	Date:	12-1-97
		Date:	12-1-97
Lot No. 98:	Not Interested	Date:	11-30-97
		Date:	
Lot No. 99:	Al Gonzalez Karen Gonzalez	Date:	12-1-97
		Date:	12-1-97
Lot No. 100:	Norm Marasoul Denise Marasoul	Date:	12-1-97
		Date:	12-1-97
Lot No. 101:		Date:	
		Date:	

AMENDMENT NUMBER 5

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

Section 26. Lot Landscaping and Maintenance. 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. 102: *[Signature]*
Renee K. Turner

Date: *12/1/97*
Date: *12-1-97*

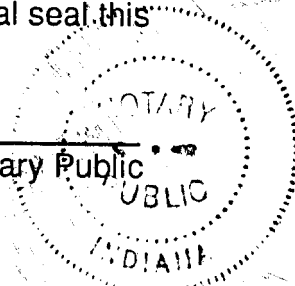
Lot No. 103: _____

Date: _____
Date: _____

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 III, 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 1 day of December, 1997.

Suzette K. Kochlinger
Suzette K. Kochlinger, Notary Public



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

**Amendments to the Protective Restrictions and Covenants of
the Plat of The Oaks, Section III**

The undersigned, being owners of not less than seventy five percent (75%) of the lots in The Oaks, Section III, according to the plat thereof recorded June 14, 1994, as document number 94-036160, plat cabinet C, page 20, 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:

Lot No. 71: _____ Date: _____

_____ Date: _____

Lot No. 72: S. McDonnell Date: 11-23-97

Theresa A. McDonnell Date: 11/23/97

Lot No. 73: Adam Hays Date: 11/23/97

Ray S. Hays Date: 11/23/97

Lot No. 74: Dale L. Elenbaas Date: 11/24/97

Harry J. Elenbaas Date: 11-24-97

Lot No. 75: A. Motson Date: 11-23-97

Brigitte Cornier Date: 11-23-97

Lot No. 76: Kathleen Sommer Date: 11/23/97

Bradley K. Sommer Date: 11/23/97

Lot No. 77: Lois Maple Date: 12/1/97

Courtland Maple Date: 12/1/97

Lot No. 78: John Hays Date: 12-1-97

[Signature] Date: 12-1-97

Lot No. 79: Rod Steer Date: 11-30-97

Lynette Steer Date: 11-30-97

Lot No. 80:

Date:

Date: 11/14/97

Lot No. 81:

Date: 11-14-97

Date: 11-14-97

Lot No. 82

Date: 11-14-97

Date: 11-14-97

Lot No. 83

Date: 11-15-97

Date: _____

Lot No. 84

Date: _____

Date: _____

Lot No. 85

Date: _____

Date: _____

Lot No. 86

Date: _____

Date: _____

Lot No. 87

Date: _____

Date: _____

Lot No. 88

Date: _____

Date: _____

Lot No. 89

Date: _____

Date: _____

Lot No. 90

Date: _____

Date: _____

Lot No. 80:		Date:	
		Date:	
Lot No. 81:		Date:	
		Date:	
Lot No. 82:		Date:	
		Date:	
Lot No. 83:		Date:	
		Date:	
Lot No. 84:	Paul P. Quinn	Date:	12/1/97
	Donna L. Quinn	Date:	12-1-97
Lot No. 85:	William E. Dorkesley	Date:	12-1-97
	Rebecca Stokelager	Date:	11-28-97
Lot No. 86:	Melissa A. Slater	Date:	12-1-97
	Mark P. Slater	Date:	12-1-97
Lot No. 87:	Norma Peters	Date:	12-1/97
	John H. Peters	Date:	12-1/97
Lot No. 88:	Judith Weidner	Date:	12/1/97
		Date:	
Lot No. 89:		Date:	
		Date:	
Lot No. 90:		Date:	
		Date:	

Lot No. 91: James Andrew

Date: 11/25/97

Gym Andrews

Date: 11/25/97

Lot No. 92: Saul A. Meehan

Date: 11-25-97

Gloria A. Meehan

Date: 11-25-97

Lot No. 93: Irisia Lund

Date: 11/23/97

Dal E Lund

Date: 11/23/97

Lot No. 94: _____

Date: _____

Date: _____

Lot No. 95: _____

Date: _____

Date: _____

Lot No. 96: _____

Date: _____

Date: _____

Lot No. 97: _____

Date: _____

Date: _____

Lot No. 98: _____

Date: _____

Date: _____

Lot No. 99: _____

Date: _____

Date: _____

Lot No. 100: _____

Date: _____

Date: _____

Lot No. 101: _____

Date: _____

Date: _____

Lot No. 91: _____

Date: _____

Lot No. 92: _____

Date: _____

Date: _____

Lot No. 93: _____

Date: _____

Date: _____

Lot No. 94: _____

Date: _____

Date: _____

Lot No. 95: _____

Date: _____

Date: _____

Lot No. 96: _____

Date: 12-1-97

Date: 12-1-97

Lot No. 97: _____

Date: 12-1-97

Date: 12-1-97

Lot No. 98: Not Interested

Date: 11-30-97

Date: _____

Lot No. 99: _____

Date: 12-1-97

Date: 12-1-97

Lot No. 100: _____

Date: 12-1-97

Date: 12-1-97

Lot No. 101: _____

Date: 12-1-97

Date: 12-1-97