

RECORDED
04/17/1998 10:53:43
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. 980024924
Receipt No. 9226

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

APR 17 1998


AUDITOR OF ALLEN COUNTY

2087
98 ~~9087~~
AUDITORS NUMBER

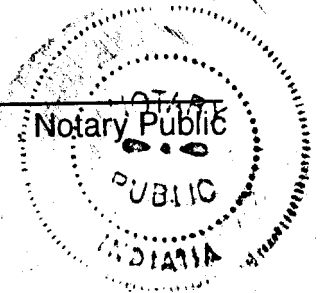
Michele Mazelin
11018 Scarlet Oak Run
FW 46845

566
BW

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 I, 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



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 I, according to the plat thereof recorded July 7, 1992, as document number 92-37238, plat cabinet B, page 98, 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:

Date: 12-2-97

Date: _____

Date: 11-27-97

Anita Stoner Date: 11-29-97

Date: _____

Webb Kueker Date: 12/1/97

Mar. 2007 Date: 12/2/97

Date: 12-1-97

Lot No. 9: Jim Macomber
Deanne

Date: 11/30/97

Date: 11/30/97

Lot No. 10: _____

Date: _____

Date: _____

Lot No. 11: John & Conley
Sue Conley

Date: 12-2-97

Date: 12-2-97

Lot No. 12: Jeffrey J. Yoder
Stephanie Yoder

Date: 11-30-97

Date: 11-30-97

Lot No. 13: Lauri B. Lp

Date: 11-30-97

June Bishop

Date: 11-30-'97

Lot No. 14: Doyle Martin

Date: 12/2 97

Theresa Martin

Date: 12-2-97

Lot No. 15: _____

Date: _____

Date: _____

Lot No. 16: _____

Date: _____

Date: _____

Lot No. 17: _____

Date: _____

Date: _____

Lot No. 18: _____

Date: _____

Date: _____

Lot No. 19: _____

Date: _____

Date: _____

Lot No. 9: _____

Date: _____

Date: _____

Lot No. 10: _____

Date: _____

Date: _____

Lot No. 11: _____

Date: _____

Date: _____

Lot No. 12: _____

Date: _____

Date: _____

Lot No. 13: _____

Date: _____

Date: _____

Lot No. 14: _____

Date: _____

Date: _____

Lot No. 15: Bones

Date: 11-30-97

Engels

Date: 11-30-97

Lot No. 16: Burns May

Date: 11-30-97

Date: _____

Lot No. 17: W. Daniel Clark

Date: 11-30-97

Date: _____

Lot No. 18: _____

Date: Nov. 24, 1997 BB

Date: Nov. 24, 1997 BB

Lot No. 19: Eyer

Date: Dec 1, 97

Date: _____

Lot No. 20: Beth Burns

Date: 11/18/97

Jerry Lee

Date: 11/18/97

Lot No. 21: William L Jackson

Date: 11/18/97

Sheron L Jackson

Date: 11/18/97

Lot No. 22: _____

Date: _____

Date: _____

Lot No. 23: Kristie L. Groverland

Date: 11/23/97

Denise R. Stahley

Date: 11/20/97

July W. Stahley

Date: 20-Nov-97

Lot No. 25: J. W. Shroy

Date: 11/21/97

Edawn Shroy

Date: 11-21-97

Lot No. 26: Jeanne M. Hart

Date: 11/20/97

Edna Hart

Date: 11/20/97

Lot No. 27: Edward Hart

Date: 11/27/97

Edward Hart

Date: 11/27/97

Lot No. 28: Mark A. Weider

Date: 11-18-97

Lisa L. Weider

Date: 11-18-97

Lot No. 29: _____

Date: _____

Date: _____

Lot No. 30: Donna J. Weider

Date: 11/18/97

Donna J. Weider

Date: 11/18/97

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.

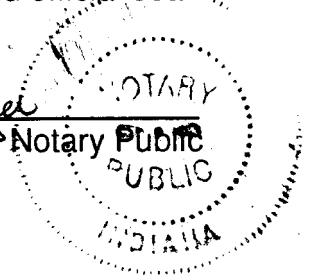
Section 14(b). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

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.

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 I, 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. Roehlinger
Suzette K. Roehlinger



My commission expires: 10/27/98
Resident of Allen County

The undersigned, being owners of not less than seventy five percent (75%) of the lots in The Oaks, Section I, according to the plat thereof recorded July 7, 1992, as document number 92-37238, plat cabinet B, page 98, 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. 8: Thomas Neuman Date: 12-1-97
Lisa Neuman Date: 12-1-97

Lot No. 9: Jim Koehnke
Dawn Koehnke

Date: 11/30/97

Date: 11/30/97

Lot No. 10: _____

Date: _____

Date: _____

Lot No. 11: John L Conley

Date: 12-2-97

Sue Conley

Date: 12-2-97

Lot No. 12: Jeffrey J Yoder

Date: 11-30-97

Stephanie Yoder

Date: 11-30-97

Lot No. 13: Laura Bishop

Date: 11-30-97

June Bishop

Date: 11-30-'97

Lot No. 14: Dale Martz

Date: 12-2-97

Nancy Martz

Date: 12-2-97

Lot No. 15: _____

Date: _____

Date: _____

Lot No. 16: _____

Date: _____

Date: _____

Lot No. 17: _____

Date: _____

Date: _____

Lot No. 18: _____

Date: _____

Date: _____

Lot No. 19: _____

Date: _____

Date: _____

Lot No. 9: _____

Date: _____

Date: _____

Lot No. 10: _____

Date: _____

Date: _____

Lot No. 11: _____

Date: _____

Date: _____

Lot No. 12: _____

Date: _____

Date: _____

Lot No. 13: _____

Date: _____

Date: _____

Lot No. 14: _____

Date: _____

Date: _____

Lot No. 15: Brooks

Date: 11-80-97

Shirley Ann

Date: 11-30-97

Lot No. 16: _____

Date: _____

Date: _____

Lot No. 17: W. Daniel Clark

Date: 11-30-97

Date: _____

Lot No. 18: Bruce J. Burrows

Date: 11/24/97

Lee Burrows

Date: 11/24/97

Lot No. 19: John

Date: 12-1-97

Date: _____

Lot No. 20: Beth Burns
Ann E. Burns

Date: 11/18/97

Date: 11/18/97

Lot No. 21: William L. Jackson
Sheron L. Jackson

Date: 11/18/97

Date: 11/18/97

Lot No. 22: _____

Date: _____

Date: _____

Lot No. 23: John J. Overland
Kriste L. Overland

Date: 11/23/97

Date: 11/23/97

Lot No. 24: Denise R. Stahly
Kip Stahly

Date: 11-20-97

Date: 20-Nov-97

Lot No. 25: Jay W. Shy
R. Dawn Shy

Date: 11/21/97

Date: 11-21-97

Lot No. 26: _____

Date: _____

Date: _____

Lot No. 27: Boisjean DeHaven
Eric DeHaven

Date: 11/24/97

Date: 11/24/97

Lot No. 28: Mark A. Weides

Date: 11-18-97

Lisa L. Weides

Date: 11-18-97

Lot No. 29: John Chubb

Date: 11-19-97

Sandra Vaclik

Date: 11-19-97

Lot No. 30: Debbie

Date: 11-18-97

Donna J. Weides

Date: 11/18/97

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.

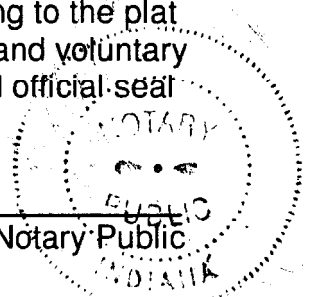
Section 20(c). The costs incurred by the Association, identified herein above, shall be paid by said Owner within thirty (30) days after receipt of written demand for payment from the Association. The Association shall be entitled to the creation of a lien upon said Owner's Lot, in the amount of all 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.

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 I, 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. 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 I**

The undersigned, being owners of not less than seventy five percent (75%) of the lots in The Oaks, Section I, according to the plat thereof recorded July 7, 1992, as document number 92-37238, plat cabinet B, page 98, 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. 1:	<u>David Johnson</u>	Date:	<u>12-2-97</u>
	<u>Abba Johnson</u>	Date:	<u>12-2-97</u>
Lot No. 2:	_____	Date:	_____
	_____	Date:	_____
Lot No. 3:	<u>Don Lugin</u>	Date:	<u>11-27-97</u>
	<u>Joy Lugin</u>	Date:	<u>11-27-97</u>
Lot No. 4:	<u>Andrew Storer</u>	Date:	<u>11-29-97</u>
	<u>Brita Storer</u>	Date:	<u>11-29-97</u>
Lot No. 5:	<u>Sue Kummer</u>	Date:	<u>12-1-97</u>
	_____	Date:	_____
Lot No. 6:	<u>Pete Decker</u>	Date:	<u>12/1/97</u>
	<u>Debbie Decker</u>	Date:	<u>12/1/97</u>
Lot No. 7:	<u>Irma Lloy</u>	Date:	<u>12/2/97</u>
	<u>Mary Lloy</u>	Date:	<u>12/2/97</u>
Lot No. 8:	<u>Thomas Herman</u>	Date:	<u>12-1-97</u>
	<u>Linda Herman</u>	Date:	<u>12-1-97</u>

Lot No. 9: Jim Koehnke
Debra Wechsler

Date: 11/30/97

Date: 11/30/97

Lot No. 10: _____

Date: _____

Date: _____

Lot No. 11: John L Conley

Date: 12-2-97

Sue Conley

Date: 12-2-97

Lot No. 12: Jeffrey J. Gode

Date: 11-30-97

Stephanie Speder

Date: 11-30-97

Lot No. 13: Larry B. Lys

Date: 11-30-97

June Bishop

Date: 11-30-'97

Lot No. 14: Wayne Mart

Date: 12-2/97

Carol Mart

Date: 12-2/97

Lot No. 15: _____

Date: _____

Date: _____

Lot No. 16: _____

Date: _____

Date: _____

Lot No. 17: _____

Date: _____

Date: _____

Lot No. 18: _____

Date: _____

Date: _____

Lot No. 19: _____

Date: _____

Date: _____

Lot No. 9: _____

Date: _____

Date: _____

Lot No. 10: _____

Date: _____

Date: _____

Lot No. 11: _____

Date: _____

Date: _____

Lot No. 12: _____

Date: _____

Date: _____

Lot No. 13: _____

Date: _____

Date: _____

Lot No. 14: _____

Date: _____

Date: _____

Lot No. 15: B. J. K.

Date: 11-30-87

Shirley Jones

Date: 11-30-97

Lot No. 16: _____

Date: _____

Date: _____

Lot No. 17: _____

Date: _____

Date: _____

Lot No. 18: Brian J. Barnhart

Date: 11/24/97

Deb Barnhart

Date: 11/24/97

Lot No. 19: Joe F. ...

Date: 12-1-97

Date: _____

Lot No. 20: Pete Burns
Janet Burns

Date: 11/18/97

Date: 11/18/97

Lot No. 21: William L. Jackson
Sheron L. Jackson

Date: 11/18/97

Date: 11/18/97

Lot No. 22: _____

Date: _____

Date: _____

Lot No. 23: Kirstie L. Swoverland

Date: 11/25/97

Date: 11/23/97

Lot No. 24: Denise R. Stahley
Ralph W. Stahley

Date: 11-20-97

Date: 20-Nov-97

Lot No. 25: Ray W. Shroy
R. Dawn Shroy

Date: 11/21/97

Date: 11-21-97

Lot No. 26: James M. Hart
BB

Date: 11/20/97

Date: 11/20/97

Lot No. 27: Lois J. Hoffer
Sam L. Hoffer

Date: 11/24/97

Date: 11/24/97

Lot No. 28: Mark A. Weider

Date: 11-18-97

Lisa A. Weider

Date: 11-18-97

Lot No. 29: John Hebeck
Sandra Hebeck

Date: 11-19-97

Date: 11-19-97

Lot No. 30: Hebeck
Donald J. Hebeck

Date: 11-18-97

Date: 11/18/97

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:

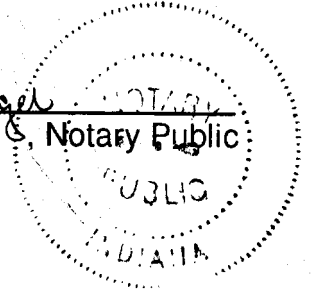
- (a) All areas of the Lot not improved with plantings (including but not limited to bushes, trees, and shrubs) shall be planted or sodded with grass within six (6) months.
- (b) Front yard plantings (including but not limited to bushes, trees and shrubs) shall be planted within one (1) year. For purposes 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.

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 I, 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. 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 I**

The undersigned, being owners of not less than seventy five percent (75%) of the lots in The Oaks, Section I, according to the plat thereof recorded July 7, 1992, as document number 92-37238, plat cabinet B, page 98, 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. 1:	<u>David H. Johnson</u>	Date:	<u>12-2-97</u>
	<u>Ashley H. Johnson</u>	Date:	<u>12-2-97</u>
Lot No. 2:	_____	Date:	_____
	_____	Date:	_____
Lot No. 3:	<u>Dan Payne</u>	Date:	<u>11-27-97</u>
	<u>Angela Payne</u>	Date:	<u>11-27-97</u>
Lot No. 4:	<u>Andrew Stone</u>	Date:	<u>11-29-97</u>
	<u>Anita Stone</u>	Date:	<u>11-29-97</u>
Lot No. 5:	<u>See Hummer</u>	Date:	<u>12-1-97</u>
	_____	Date:	_____
Lot No. 6:	<u>Paul Kuker</u>	Date:	<u>12-1-97</u>
	<u>Debi Kuker</u>	Date:	<u>12-1-97</u>
Lot No. 7:	<u>Donald Cox</u>	Date:	<u>12-2-97</u>
	<u>Mary A Cox</u>	Date:	<u>12-2-97</u>
Lot No. 8:	<u>Thomas Neuman</u>	Date:	<u>12-1-97</u>
	<u>Sara Neuman</u>	Date:	<u>12-1-97</u>

Lot No. 9: Jim Wachner
Dee Wachner

Date: 11/30/97

Date: 11/30/97

Lot No. 10: _____

Date: _____

Date: _____

Lot No. 11: John L Conley

Date: 12-2-97

Jane Conley

Date: 12-2-97

Lot No. 12: Jeffrey P. Gode

Date: 11-30-97

Stephanie Gode

Date: 11-30-97

Lot No. 13: Larry Bishop

Date: 11-30-97

Jane Bishop

Date: 11-30-97

Lot No. 14: Larry Martin

Date: 12-2-97

Nancy Martin

Date: 12-2-97

Lot No. 15: _____

Date: _____

Date: _____

Lot No. 16: _____

Date: _____

Date: _____

Lot No. 17: _____

Date: _____

Date: _____

Lot No. 18: _____

Date: _____

Date: _____

Lot No. 19: _____

Date: _____

Date: _____

Lot No. 9: _____

Date: _____

Date: _____

Lot No. 10: _____

Date: _____

Date: _____

Lot No. 11: _____

Date: _____

Date: _____

Lot No. 12: _____

Date: _____

Date: _____

Lot No. 13: _____

Date: _____

Date: _____

Lot No. 14: _____

Date: _____

Date: _____

Lot No. 15: Books

Date: 11-30-97

Shirley Jones

Date: 11-30-97

Lot No. 16: _____

Date: _____

Date: _____

Lot No. 17: _____

Date: _____

Date: _____

Lot No. 18: Bruce Bamman

Date: 11/24/97

Deh Bamman

Date: 11/24/97

Lot No. 19: Joe

Date: 12-1-97

Date: _____

Lot No. 20: Beth Burns
Janet V. Burns

Date: 11/18/97

Date: 11/18/97

Lot No. 21: William R. Jackson
Sheron L. Jackson

Date: 11/18/97

Date: 11/18/97

Lot No. 22: _____

Date: _____

Date: _____

Lot No. 23: Kathleen R.
Kristie L. Sowerland

Date: 11/23/97

Date: 11/23/97

Lot No. 24: Denise R. Stahley

Date: 11/20/97

Date: _____

Lot No. 25: Joy W. Shipley
R. Dawn Shipley

Date: 11/21/97

Date: 11/21/97

Lot No. 26: [Signature]

Date: 11/20/97

Date: 11/20/97

Lot No. 27: [Signature]
[Signature]

Date: 11/24/97

Date: 11/24/97

Lot No. 28: Mark A. Weides

Date: 11-18-97

Date: 11-18-97

Lot No. 29: Cathy Clark

Date: 11-19-97

Date: 11-19-97

Lot No. 30: Debbie Beck

Date: 11/18/97

Date: 11/18/97

Donna J. Heideck