

Recorded September 6, 1985 as Document Number 85-025178  
In the Office of the Recorder of Allen County, Indiana

FIRST AMENDMENT TO  
DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS PART OF  
THE DEDICATION AND PLAT OF PAPERMILL BLUFFS, SECTION II  
A SUBDIVISION IN ST. JOSEPH TOWNSHIP AND WASHINGTON TOWNSHIP,  
ALLEN COUNTY, INDIANA

THE UNDERSIGNED, being the owners of seventy-five percent (75%) of the Lots in Papermill Bluffs, Section II, a subdivision in St. Joseph Township, Allen County, Indiana, and Washington Township, Allen County, Indiana, according to the plat thereof recorded on May 10, 1978, in Plat Record Book 40, pages 118-21, in the Office of the Recorder of Allen County, Indiana, do hereby amend the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to the plat of Papermill Bluffs, Section II, in the following particulars:

1. ARTICLE I shall be amended by adding the following section:

Section 6. "Other Structure" shall mean any temporary or permanent physical structure located on or about any Lot other than the principal residence and attached garage, including but not limited to detached garage, shed, shack, barn, trailer, boat, boat trailer, camper, camping trailer or satellite dish."

2. Section 1. (b) of ARTICLE II shall be amended to read as follows:

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any other infraction of its published rules and regulations after hearing by the Board of Directors of the Association.

3. Section 8 of ARTICLE IV shall be amended to read as follows:

Section 8. 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 twenty-one percent (21%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4. Sections 9 and 11 of ARTICLE VI shall be amended to read as follows:

Section 9. No radio antenna, television antenna or satellite dish with more than fifteen (15) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio antenna, television antenna or satellite dish shall be permitted on any lot.

Section 11. No animals, livestock or poultry 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 any commercial purpose. Lot owners shall be subject to all applicable municipal and county legislation concerning the ownership or possession of any household pet.

5. ARTICLE VI shall be amended by adding the following sections:

Section 24. No motorized vehicle which is not licensed by a state bureau of motor vehicles, shall be permitted to be operated on any street, Lot or Common Area within Papermill Bluffs, Section II. Violators of this Section shall be subject to such monetary penalties as may be imposed by the Board of Directors of the Association from time to time.

Section 25. Each Lot owner shall be required to maintain the exterior of his residence, including unoccupied and rental properties, in good condition and repair. The Board of directors of the Association may establish and impose reasonable monetary penalties against violating Lot owners to enforce the provisions of this Section.

6. All other terms and provisions of said Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of Papermill Bluffs, Section II, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the dated set opposite their respective signatures.

PREPARED BY: Steven R. Shine /s/