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10/05/2005 15:51:18
RECORDER
PATRICIA J. CRICK
ALLEN COUNTY, IN

Amendment to Protective Covenants for the Blackhawk Subdivision, Section IV
Book 30B, pp. 82, 83, 84

St. Joseph Township, Allen County, Indiana

Receipt No.	30973
DCFD	3.00
MISL	18.00
MISL	1.00
MISL	2.00
Total	24.00

Article I: Definitions

1. "Subdivision" shall mean Blackhawk Subdivision located in St. Joseph Township, township 31 north, range 13 east, the south half of section 27 at the northwest corner of section 34, Allen County, Indiana.
2. "Lot" shall mean either any of said lots as platted on any tract or tract of real property as conveyed originally or by subsequent owners which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions herein set forth or such further restrictions as may be imposed by any applicable zoning ordinance, provided however, no tract of real property consisting of part of any one lot or parts of more than one lot shall be considered a "lot" unless said tract of real property has a frontage of at least 58 feet in width at the established building setback line for lots 174 through 227 and 70 feet for all other lots as shown on the plat.
3. "Residence" shall mean and refer to the structure used as a residential living unit located upon a lot, including the attached garage.
4. "Owner" shall be a person(s), firm or corporation in whose name(s) the fee simple title appears of record in the Office of the Recorder of Allen County, Indiana.
5. "Association" shall mean the Blackhawk Community Association, its successors and assigns.
6. "Committee" shall mean the Architectural Control Committee of the Association and shall be defined by the by-laws of the Blackhawk Community Association.
7. "Board" shall mean the Board of Directors of the Blackhawk Community Association.

Article II: Membership and Voting Rights

1. Each owner of a residence shall be a member of the Blackhawk Community Association with all the rights and privileges thereof, subject to the restrictions in paragraph 3.
2. If a residence has more than one owner, only one vote on association matters will be permitted.
3. Only members whose dues are current shall be in good standing and allowed to vote.

Article III: Annual Dues and Assessments

1. Each owner agrees to pay to the Association annual and special dues. The Association shall use dues collected exclusively to improve and maintain the quality of life for the residents in the Association. The annual and special dues shall be a charge on the land and shall be a continuing lien upon the property against which such dues are made.
2. The maximum annual dues shall be determined by the Board and may be increased by not more than 10% above the previous year without a vote or written assent of 51% of the membership.
3. Special dues, in addition to the annual dues authorized above, may be assessed by the

AUDITOR'S OFFICE
Duly entered for taxation. Subject
to final acceptance for transfer.

OCT 28 2005

Elizabeth A. Glosner
AUDITOR OF ALLEN COUNTY

05-38567
ALLEN COUNTY AUDITOR'S NUMBER

22+2016

Board in any given year. The purpose of special dues in whole or part is for capital improvements, construction, repair or replacement upon the common areas, including fixtures, or any emergency need, provided that any such assessment shall have the vote or written assent of 51% of the membership.

4. All dues must be fixed at a uniform rate for all residences. The Board shall fix the amount of the annual dues against each residence at least thirty (30) days in advance of due date. Written notice of dues shall be sent to every residence subject thereto. The Association shall upon demand furnish a written document stating whether dues for a specific residence have been paid.

5. Any dues not paid within thirty (30) days of the due date shall incur a late fee of \$10.00 and bear interest from the due date at a rate of 18% per year. The Association may bring an action at law against the owner personally obligated to pay the dues, together with interest, costs, and reasonable attorney's fees, and/or assign a lien against the property. No owner may waive or otherwise escape dues or charges incurred on his residence by abandonment of the residence. Dues shall be the personal obligation of the person(s) who was the owner(s) of such property at the time when the dues fell due. The personal obligation for delinquent dues shall not pass to his successor in title unless expressly assumed by him in writing.

Article IV: General Provisions

1. Each lot shall be used exclusively for residential purposes. Each residence erected, altered, placed or permitted to remain on any lot shall be limited to one detached single-family residence not to exceed two stories in height. Each residence shall include not less than a two-car garage, which shall be built as part of said structure and attached thereto.

2. Each residence on any lot shall have a ground floor area upon the foundation, exclusive of one-story open porches, breezeway or garage, of at least 1300 square feet for a one-story residence, or at least 850 square feet for a residence of more than one story.

3. Each residence located on any lot shall be no nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, each residence shall be located no nearer than a distance of ten percent (10%) of the lot width to an interior lot line and the combined width of both side yards shall be at least a distance equal to twenty-five percent (25%) of the lot width. Each residence located on any interior lot shall be no nearer than twenty-five (25) feet to the rear lot line. Fences or walls erected, placed or altered on any lot shall be no nearer to any street than the minimum building setback line.

4. Each residence shall be erected or placed on a lot having a width of at least 58 feet for lots 174 through 227 and 70 feet for all others at the minimum building setback line, and each lot shall have an area of at least 8,000 square feet for lots 174 through 227; 9,500 square feet for lots 398 through 414; and 9,000 square feet for all other lots. No lot or combination of lots may be further subdivided.

5. Each residence altered on any lot must have the construction plans and specifications and a plan showing the location of the structure approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. The owner must personally submit plans and specifications to any current Board member of the Association before beginning alterations. Obtaining a building permit does not satisfy or waive requirements set

forth in this paragraph. The Committee's approval or disapproval, as required by these covenants, shall be in writing. Nothing stated orally by any member of the Board or Committee shall controvert the Committee's written approval or disapproval. In the event the Committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

6. No one-story residence shall be built, replaced or altered on any lot in said subdivision unless 20% or more of the combined square footage of the front exterior walls of such house shall consist of brick, limestone or other natural building stones.

7. All residences shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos shingle siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any residence on any lot of said subdivision, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on any of said lots.

8. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

9. A television antenna attached to any residence shall not attain a height of more than six feet above the highest point of the roof. Not more than one antenna per residence shall be permitted. A television receiving disk or dish attached to any residence shall not exceed one meter in diameter. Not more than one such disk or dish per residence shall be permitted. No freestanding or pole-mounted reception dishes shall be permitted.

10. Freestanding structures designed and used for storage shall not be permitted on any lot at any time. Manufactured plastic storage units not to exceed 90 cubic feet and six feet in height will be permitted, as long as they are not visible from the street. A maximum of two such units per residence will be allowed. Plans for other storage solutions that might be integrated with the primary structure must be submitted to the Committee and will be approved on a case by case basis. Plans for other freestanding structures used and designed for decorative, recreational, or any other purpose must be submitted to the Committee and will be approved on a case by case basis. Approval of any storage solution described above will not have any bearing on a storage solution on any other lot.

11. Trailers, boats, campers, or recreational vehicles, both on- and off-road, shall not be located, used or stored on any lot at any time, except for the purposes of loading or unloading, which shall be limited to a 48-hour time period.

12. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each lot or as shown on the plat. Any public utility charged with the maintenance of underground services shall have access to all easements in which said underground services are located for operation, maintenance and replacement of service connections. No owner of any lot shall erect or grant to any person, firm, or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision).

13. Any yard light or other free standing illuminating device, if installed, shall only be located exactly 20 feet from the curbing fronting any lot.

14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything

be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a contractor to advertise the property during the construction period.

16. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other domesticated pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

17. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

19. No fence, wall, hedge or shrub planting, which obstructs sight-line at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstructions of such sight-lines.

20. All fuel or oil storage tanks shall be installed under ground or concealed within the main structure of the residence, its basement or attached garage.

21. No individual water supply system, or individual sewage disposal system, shall be installed, maintained or used on any lots in this subdivision.

22. Failure by the Board to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall be entitled to recover its costs and reasonable attorney's fees in enforcing these covenants and restrictions in event of a breach by or through any owner.

23. Enforcement shall be by the Board and shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, any covenants either to restrain violation or to recover damages.

24. The restrictions and covenants herein contained shall run with the land and be effective for a period of fifty (50) years, unless, prior to the expiration of fifty (50) years, said restrictions and covenants are altered or amended by the owners of 65% of the lots in said subdivision at the time the alteration or amendment of restrictions and covenants are proposed by a sub-committee duly appointed by the Board.

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

26. Violations created by the revision of General Provisions #9 and #10 in these covenants shall be allowed to remain until the sale of the residence. At that time, said violations must be corrected so as to conform to the provisions of these covenants.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

CERTIFIED AFFIDAVIT

COMES NOW the undersigned affiant, pursuant to Indiana Code § 36-11-2-16(d), and upon personal knowledge of the facts herein, states, swears, and verifies that the affiant has personal knowledge and has personally verified the signatures of all persons who duly executed the Amendment to Section 4 of the Dedication, Protective Restrictions, Covenants, Limitation, Easements and Approvals of Blackhawk Subdivision, a Subdivision in St. Joseph Township, township 31 north, range 13 east, the south half of section 27 at the northwest corner of section 34, Allen County, Indiana; said persons who signed the Amendment constitute at least 65% of the property owners of Section 4 of Blackhawk Subdivision; each of the names of said persons referenced in this affidavit are one in the same as the names which are identified in the Amendment; and this affidavit is made to induce the Office of the Recorder of Allen County, Indiana to place the Amendment of public record.

Rose M. Hensley
President, Blackhawk Community Assn.
10-4-05
Date

Before me, the undersigned, a Notary Public in and for the County of Allen, State of Indiana, this 4th day of October, 2005, personally appeared Rose M. Hensley, President of Blackhawk Community Association, and acknowledged the execution of the foregoing to be her voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.



Shelly L. O'Brien
Notary Public
Shelly L. O'Brien
Printed Name

My Commission Expires:
7-27-2008
County of Residence:
Allen

Prepared by Mike Michmerhuizen

- ④ Homeowner's Name (print) George + PEARL HARRIS
 Homeowner's Signature George Harris
 Address 3015 Arrowwood Dr Phone 749-8660
- ④ Homeowner's Name (print) Ernest + Joyce Golden
 Homeowner's Signature Ernest Golden
 Address 3023 Arrowwood Dr Phone 200-493-1345
- ④ Homeowner's Name (print) Sandro Redinger
 Homeowner's Signature Sandro Redinger
 Address 3031 Arrowwood Phone 709-0787
- ④ Homeowner's Name (print) PAPE, JOHN
 Homeowner's Signature [Signature]
 Address 3103 ARROWWOOD Phone 260-493-7704
- ④ Homeowner's Name (print) Brian + Tonya Alliger
 Homeowner's Signature Brian Alliger Tonya Alliger
 Address 3120 Arrowwood Dr. Phone 493-0377
- ④ Homeowner's Name (print) ROY MCCARTHY
 Homeowner's Signature Raymond McCarthy
 Address 3121 Arrowwood Phone 749-1908
- ④ Homeowner's Name (print) Brent Stoller
 Homeowner's Signature Brent Stoller
 Address 3127 Arrowwood Dr Phone 749-0075
- ④ Homeowner's Name (print) THOMAS HOPWELL
 Homeowner's Signature Thomas Hopwell
 Address 3128 Arrowwood Phone 493-6642

I approve the revisions to the Covenants submitted for my consideration spring 2005.

I do not approve the revisions to the Covenants submitted for my consideration spring 2005 for the following reason(s):

④ Homeowner's Name (print) Clay Little
Homeowner's Signature Clay Little
Address 3209 Arrowwood Phone 493-3779

④ Homeowner's Name (print) Ron & Linda Dearing
Homeowner's Signature Linda Dearing
Address 3221 Arrowwood Phone 749-4173

④ Homeowner's Name (print) PETER RATTIS
Homeowner's Signature P RATTIS
Address 3227 Arrowwood Phone 437-6069

④ Homeowner's Name (print) LUCY BRIDGEMAN
Homeowner's Signature Lucy Bridgeman
Address 3232 Arrowwood Drive Phone 260-483-3354

④ Homeowner's Name (print) Gene & Val Evans
Homeowner's Signature Val Evans
Address 3235 Arrowwood Dr Phone 493-3365

④ Homeowner's Name (print) Julie Hennrichs
Homeowner's Signature Julie Hennrichs
Address 3307 Arrowwood Phone 493-9940

④ Homeowner's Name (print) Mrs a a Gerlach
Homeowner's Signature Arthur + Vivian Gerlach
Address 3315 Arrowwood Phone 493 3121

④ Homeowner's Name (print) BARBARA G. HAYCOX
Homeowner's Signature Barbara G. Haycox
Address 3316 Arrowwood Dr. Phone 749-8654

I approve the revisions to the Covenants submitted for my consideration spring 2005.

I do not approve the revisions to the Covenants submitted for my consideration spring 2005 for the following reason(s):

After living here for 37 years, I would have hoped that a provision would be included that would make my wife a part of the