

90-035872
DULY ENTERED FOR TAXATION

RESTATED AND REVISED
EASEMENTS AND PROTECTIVE COVENANTS,
RESTRICTIONS AND LIMITATIONS
FOR
KEKIONGA SHORES SUBDIVISION

SEP 05 1990

Judith Bloom
AUDITOR OF ALLEN COUNTY

The undersigned, being the owners of fifty-one percent (51%) or more of the lots in the plat and the corrected plat of lots 104-108, inclusive, of Kekionga Shores Subdivision (hereinafter called "SUBDIVISION") hereby adopt and make all lots in the SUBDIVISION subject to and impressed with the easements and protective covenants, restrictions and limitations hereinafter set forth, which shall be considered a part of every conveyance of any lot or portion thereof in the SUBDIVISION without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present and future, of any and all lots in the SUBDIVISION and they shall run with and bind the land and shall inure to the benefit of, and be enforceable by the owner or owners of any lot or lots in the SUBDIVISION and their respective legal representatives, heirs, successors, grantees and assigns. The owner or owners, present or future, of any lot or lots in the SUBDIVISION shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and damages for any injury resulting from any violation thereof, but there shall be no right of reversion, re-entry or forfeiture of title resulting from any violation.

1. Definitions

(a) The word "LOT" means a parcel of land, exclusive of street and lake area, designated in the recorded plat of the SUBDIVISION by number and defined by boundary dimensions noted thereon.

(b) The phrase "BUILDING SITE" means either (i) a LOT or (ii) a parcel of land, composed of contiguous portions of two or more LOTS having in the aggregate an area of not less than twelve thousand (12,000) square feet, a width of not less than seventy-five (75) feet at the platted building line, and the same depth as the LOTS from which it is composed, although its lot line need not be parallel to its original lot line. Any owner of a LOT or LOTS, or contiguous portions of two or more LOTS, may determine the form and dimensions of a BUILDING SITE, conforming to the foregoing requirements and all applicable laws and regulations, and convey title thereto subject to all of the provisions hereof, except that the further subdividing of any LOT or combination of LOTS within the SUBDIVISION is prohibited unless and until the Allen County Plan Commission, or its successor in jurisdiction and authority, has reviewed and approved such change.

ALLEN COUNTY RECORDER
Judith Bloom
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(c) The term "ASSOCIATION" shall mean the Kekionga Shores Community Association, Inc., an Indiana not-for-profit corporation hereinafter provided for.

2. Use. All LOTS in the SUBDIVISION shall be used only for single family residential purposes, but domestic servants employed by a resident may also reside in the dwelling. No more than one single family dwelling and accessory buildings shall be constructed or maintained on a BUILDING SITE.

3. Dwelling Size. No dwelling constructed, placed or permitted to remain on a BUILDING SITE shall have a minimum ground floor area, exclusive of open porches, breezeway, and garage, of less than one thousand four hundred (1,400) square feet for a one-story home, nine hundred (900) square feet for a one-and-one-half story home, or eight hundred (800) square feet for a two-story home. Any dwelling of a type other than those specified above shall have a minimum ground floor area approved by the Architectural Control Committee hereinafter provided for.

4. Garages and Driveways. Each dwelling shall have a garage sufficient in size to accommodate at least two (2) cars or one (1) car and one (1) boat, and it shall be attached to the dwelling either directly or by a breezeway or porch. Each driveway from the street to the garage shall be paved with concrete, asphalt, macadam or a similar hard surface.

5. Building Lines. There is hereby created and established a building line for each LOT as shown on the plat. No building, fence, or wall shall at any time be erected, placed or maintained upon the space between said building line and the street adjacent thereto; nor shall any projection of said building, other than the steps, be permitted to extend into or encroach upon said space, nor shall the front of any building set back further than forty (40) feet from said building line.

6. Architectural Control.

(a) No building, improvement, construction, fence, wall, television reception dish, detached storage building, swimming pool, spa or other structure shall be erected, placed or altered on any LOT or BUILDING SITE until the construction plans and specifications therefor, and a plot plan showing the location thereof, have been approved by the Architectural Control Committee, as provided below, as to minimum and maximum ground floor area, quality of materials, harmony of external design with existing structures, and location with respect to topography, other improvements and the finished grade elevations.

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(b) The Architectural Control Committee shall consist of three (3) members, each of whom shall serve for a term of one (1) year or until such later date as their successors shall be designated and shall accept. All members of the Architectural Control Committee shall be elected by affirmative vote of a majority of the Board of Directors of the ASSOCIATION. A majority of the Committee may designate one (1) or more representatives to act for it. The Committee and its designated representatives shall serve without compensation. Any party aggrieved by a ruling of the representative of the said Committee shall have the right to appeal such ruling to the full Committee and, in the event of disagreement among the members of the Committee, the determination of a majority thereof shall constitute a determination of the Committee.

(c) The Architectural Control Committee shall approve or disapprove construction plans and specifications and locations of structures as provided in this paragraph 6. The Committee's approval or disapproval shall be in writing and based upon reasonable grounds consistent with protecting the proper growth and development of the SUBDIVISION. In the event the Committee, or its designated representatives, fail to approve or disapprove, as required by these provisions, within thirty (30) days after the construction plans and specifications and plot plan have been submitted to it, or if such plans and specifications are not submitted and if no suit to enjoin the construction is commenced prior to the completion thereof, approval will not be required and the applicable provisions hereof shall be deemed to have been fully complied with.

(d) Neither the Architectural Control Committee, nor the ASSOCIATION, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or non-feasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom.

(e) Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or any of its members to recover any damages or to require the Committee to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any plans to the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or

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structure therein described, and no adjacent LOT owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

7. Landscaping. Within sixty (60) days after the completion of the construction of a dwelling, or as soon thereafter as weather conditions permit, or within sixty (60) days after the recording of this document, whichever occurs last, the owner shall have planted at least ten (10) well-developed shrubs; have at least two (2) trees on the BUILDING SITE; and shall have graded and landscaped the entire yard of the BUILDING SITE. Such landscaping shall be maintained for at least the duration of these covenants.

8. Fuel Storage Tanks. All fuel storage tanks shall either be placed underground or concealed within the house or garage.

9. Platted Utility Easements. All LOTS in the SUBDIVISION shall be subject to the easements indicated upon the recorded plat except for the easement around Kekionga Lake. Since the diligent inquiry of the Board of Directors of the ASSOCIATION has revealed that it is not now, nor has it ever been, used by any utility and a substantial portion of it is believed to be now under water as the result of erosion by Kekionga Lake, it is hereby declared to be abandoned and the officers of the ASSOCIATION are authorized to take the necessary action to have it vacated. The remaining easements shall be used for the installation, construction, maintenance, operation, servicing, repair, removal, and replacement of (i) poles, wires, and conduits, and the necessary and proper attachments in connection therewith, for the transmission of electricity for light, power, telephone and other purposes, (ii) surface and storm water sewers and drains, (iii) sanitary sewers, and (iv) pipe lines, their pumps and appurtenances for supplying gas, water and heat, and (v) for any other municipal, public or quasi-public utility.

10. Entry on Easements. The ASSOCIATION and any municipal, public or quasi-public utility engaged in supplying one or more of the above utility services shall have the right to enter upon the strips of land subject to said easements for any purpose for which said easements may be used. All structures, shrubbery, improvements, trees, and other installations located within said easements shall be subject to the paramount right of each such utility to use said easements as provided herein.

11. Streets. Utility easements are reserved in all platted streets for use by municipal, public, and quasi-public utilities for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of utility facilities, subject to reasonable regulation by any governmental body having jurisdiction of the streets and subject to the

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obligation of any such utility which installs facilities in any street to repair and return the pavement of such street to at least as good a condition as existed prior to such installation. The open areas in the center of each cul-de-sac are hereby dedicated to the common use and benefit of all owners of LOTS in the SUBDIVISION and placed under the exclusive control of the ASSOCIATION, except that an easement is retained therein for use by any utility company that may have or hereafter install any facilities in, on, over or under the said open areas for the purposes set forth in this paragraph 11 relative to easements in streets, subject to the same conditions and obligations. No vehicle equipped with metal lugs in its tires or wheels or not equipped with pneumatic tires shall be permitted on the paved portions of the streets in the SUBDIVISION, or any portion thereof.

12. Utility Service Entrances. All utility service entrances running from any utility facilities within a platted easement or a street to any structure on a BUILDING SITE shall be located underground, except for such housing, pedestals, or other facilities as may be appropriate or necessary for connection, servicing and maintenance of such utility service entrance. Such housings, pedestals, and other facilities shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable. Each owner shall, at the time of the installation of any such service entrance, furnish to the utility, for its records, a drawing or other description accurately showing the location underground of the service entrance from the easement or street to the owner's structure or structures. Each utility having facilities in any easement or street shall have control over the installation of all connections to its facilities for service entrances serving BUILDING SITES. Each such installation shall be left open for inspection and approval by the utility.

13. Water and Sewer Systems. No individual sanitary sewage disposal system shall be constructed, used or maintained on any LOT. All rain and storm water run off, all other surface water, and all water accumulated in any crawl space or basement or otherwise accumulated shall be discharged only into the storm water sewer system or into the Lake Area, and shall not at any time be discharged or permitted to flow into the sanitary sewer system. Only rain and surface water shall be permitted to flow into the Lake Area. Every dwelling located within the SUBDIVISION shall be connected to the sanitary sewage system and water supply system provided for the SUBDIVISION. All sanitary sewage shall be discharged only into that sanitary sewer system, and no sanitary sewage shall at any time be discharged or permitted to flow into the storm water system or into the Lake Area. Each BUILDING SITE may have not more than one (1) water well to provide water for nonhuman consumption so long as it will not adversely affect the water level in Kekionga Lake, in the opinion of the Directors of the ASSOCIATION. Each such well

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shall have been constructed and maintained in accordance with all applicable laws and regulations. There may not be any connection between such well and the water supply system that provides drinking water to the SUBDIVISION.

14. Utility Lien. The monthly service charge for sanitary sewer and water service, as determined from time to time by the Public Service Commission of Indiana or any successor agency or commission, shall be a lien upon the LOT receiving such service in favor of the owner and operator of the said utility facilities, but such lien shall be subordinate to any first lien mortgage.

15. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used or maintained on any LOT at any time as a residence, either temporarily or permanently; nor shall any building be moved onto any LOT for said purpose.

16. Animals. No animals of any kind shall be raised, bred or kept on any LOT for commercial purposes. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. The occasional sale of an accidental offspring shall not constitute "commercial purposes."

17. Refuse Disposal. No LOT shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse or debris and the same shall not be kept except in sanitary containers. All incinerators or other equipment or containers for storage or disposal of such material shall be kept in a clean and sanitary condition and shall either be located within the dwelling or garage or underground or shall be screened from public view by a fence or screen. Such screen may consist of shrubbery.

18. Signs. No commercial sign of any kind shall be displayed to the public view on any LOT except one sign of not more than six (6) square feet advertising the property for sale or rent or identify the builder or remodeler working on the property during the construction and sales period. Noncommercial signs of not more than six (6) square feet conveying a nonoffensive and noncontroversial message may be displayed for periods not in excess of five (5) days per year.

19. Nuisances. No noxious or offensive activity shall be carried on upon any LOT, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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20. Pre-habitation. Before any house or building on any LOT or BUILDING SITE in the SUBDIVISION shall be used and occupied as a dwelling or otherwise, the then owner of such LOT or BUILDING SITE shall install all improvements serving such LOT or BUILDING SITE as provided in the plans and specifications for such improvement filed with the Board of County Commissioners, Allen County, Indiana, together with any amendments or additions thereto which said Board may authorize or require. This covenant shall run with the land and be enforceable by the Governmental Body having jurisdiction over the SUBDIVISION, as well as any aggrieved LOT owner in the SUBDIVISION.

21. Improvement Location Permit. Before any LOT or BUILDING SITE within the SUBDIVISION may be used or occupied, the user or occupier shall first obtain from the Zoning Administrator of Allen County, Indiana, or the Administrator of the zoning authority then having zoning jurisdiction over the SUBDIVISION, the improvement location permit and certificate of occupancy required by the Allen County, Indiana Zoning Ordinance or the ordinance of the governing body then having zoning jurisdiction over the SUBDIVISION. This covenant shall run with the land and be enforceable by the Zoning Administrator of Allen County, Indiana, as well as any aggrieved LOT owner in the SUBDIVISION.

22. Kekionga Shores Community Association, Inc.

(a) The owner or owners of each LOT in the SUBDIVISION shall automatically become and remain, during the period of such ownership, members of the ASSOCIATION and, so long as they are not more than twelve (12) months delinquent in the payment of their assessments, be entitled to one joint vote for each LOT or BUILDING SITE owned by them.

(b) The ASSOCIATION shall meet not less frequently than once during every twelve (12) month period beginning on the date that this instrument is recorded and each annual anniversary date thereafter, during which annual meeting it shall organize itself by electing a Board of Directors consisting of as many Directors as may, from time to time, be required by its by-laws and the laws of the state of Indiana. Such Board of Directors shall, within thirty (30) days thereafter, meet and elect a President, a Secretary, a Treasurer and such other officers as may be required by its by-laws or the state of Indiana. The ASSOCIATION has adopted Articles of Incorporation and By-Laws to govern its organization, meetings, members, elections and tenure of office of its officers and directors, and such other matters as it may choose, except that no provision shall be effective which shall attempt to deprive the owner or owners of any LOT or BUILDING SITE in the SUBDIVISION of the one (1) vote for each such LOT or BUILDING SITE owned by them, to which they are entitled so long as they

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are not more than twelve (12) months delinquent in the payment of their assessments. The Secretary of the ASSOCIATION shall give each member thereof not less than thirty (30) days written notice in advance of the date, time and place of the annual meeting of the ASSOCIATION. Special meetings of the ASSOCIATION may be called by the President or Secretary thereof at any time by giving not less than five (5) days written, advance notice of the time, date, place and purpose of such meeting to all members of the ASSOCIATION. The Secretary shall call a special meeting of the ASSOCIATION and give notice thereof as herein required upon receipt of a written request to do so signed by the owners of not less than ten percent (10%) of the LOTS in the SUBDIVISION. Notice of any meeting required or authorized hereby shall be given in writing and delivered or mailed to each member of the ASSOCIATION at his or her last known address as shown on the records of the ASSOCIATION, but any such notice may be waived by any member of the ASSOCIATION by written waiver of notice.

(c) Subject to applicable laws and regulations of administrative agencies having jurisdiction thereover, and the obligations of utility companies and governmental bodies, the ASSOCIATION shall have the authority and responsibility to make such arrangements and perform such acts as may be necessary or desirable, from time to time, to keep the streets, Lake Area, dam, well sites, cul-de-sac centers, culvert and spillway in the SUBDIVISION and any LOTS, areas and Blocks in the SUBDIVISION owned by the ASSOCIATION or subject to its control, and all structures and improvements thereon, as well as those facilities which affect the common good of the residents of the SUBDIVISION, including sewer, water, gas, electric, street lighting and telephone systems serving the SUBDIVISION in good repair and condition and to make improvements thereof, including authority to contract for the cutting of grass, cleaning, beautifying, landscaping, and removal of trees, weeds, snow, ice and debris from the streets and the areas, block and LOTS in the SUBDIVISION owned or under the jurisdiction of the ASSOCIATION and the maintenance, insurance and repair of any structure or improvements located thereon. The ASSOCIATION shall pay all real estate and personal property taxes payable on real estate and personal property owned by it and may make contracts in its name for the accomplishment of any of the purposes for which it is created. The acceptance of the street over the dam by Allen County, Indiana for maintenance purposes shall not relieve the ASSOCIATION of the obligation of maintaining the dam itself.

23. Association Areas.

(a) The area marked "Kekionga Lake" on the plat of the SUBDIVISION (herein called the "Lake Area") is a body of water located within the SUBDIVISION and is expressly reserved as a private lake for the sole and exclusive use and enjoyment of

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the owners of the LOTS in the SUBDIVISION and their expressly invited guests for recreational purposes. The Blocks marked A, B and C on the plat are intended for community recreational and beautification purposes for the benefit of the members of the ASSOCIATION and their expressly invited guests. All owners of a LOT or BUILDING SITE in the SUBDIVISION and their expressly invited guests are granted an easement of enjoyment and the right to use the Lake Area and Blocks A and B, and so much of Block C as may at any time be owned by the ASSOCIATION, subject to such reasonable restrictions rules and regulations as may be imposed thereon, from time to time, by the ASSOCIATION or the owners of LOTS in the SUBDIVISION by the amendment hereof. Such easement and right shall be appurtenant to, and pass with the title to every LOT and BUILDING SITE in the SUBDIVISION.

(b) The owners of each LOT or BUILDING SITE which abuts on the Lake Area shall have the right to construct a sea wall on the property line of such LOT or BUILDING SITE which abuts the Lake Area and control and beautify, to the exclusion of all others, all land that may lie between the property line of such LOT or BUILDING SITE and the actual water level of the lake and may construct one pier, but no other structure, extending beyond the property line of such LOT or BUILDING SITE into the Lake Area. Any such pier shall not extend more than twenty (20) feet into the Lake Area. Each such owner shall have the right and obligation of maintaining the Lake Area for a distance of twenty (20) feet from their LOT or BUILDING SITE line and sand, stone or gravel may be deposited by such owner on the bed of the Lake Area up to a distance of fifty (50) feet from his LOT line. This provision, however, shall not be construed to prevent the owners of the other LOTS in the SUBDIVISION from using the said twenty (20) feet of Lake Area, which the owner of the abutting LOT must maintain, for the usual purposes of a lake and no wall, fencing or obstruction of any manner shall be erected or permitted to exist which shall segregate the said twenty (20) feet of Lake Area from the remainder of the Lake Area. The ASSOCIATION shall have the right and obligation of maintaining the remainder of the Lake Area except that no fence, wall or other barrier may be erected that obstructs access to the lake from any of the ASSOCIATION areas. For purposes of this paragraph, all measurements into the Lake Area shall be made at ninety degree (90) angles from the LOT line abutting the Lake Area.

(c) Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the ASSOCIATION areas and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on a LOT in the SUBDIVISION.

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24. Maintenance Liens.

(a) Financial obligations and expenses incurred by the ASSOCIATION in performing its said functions shall be assessed and borne in equal amounts by the owners of LOTS and BUILDING SITES in the SUBDIVISION. All such assessments for expenses shall be, and constitute a lien upon each LOT and BUILDING SITE in the SUBDIVISION in the amount of the pro rata share of such expenses chargeable against such LOT or BUILDING SITE as provided in this paragraph, except that no expenditure by the ASSOCIATION for any single improvement costing the ASSOCIATION more than \$500.00 or for a purpose other than the payment of taxes on, and normal maintenance of the areas of the SUBDIVISION under the control of the ASSOCIATION and the structures and improvements located thereon shall constitute the basis for a lien against any LOT in the SUBDIVISION unless such expenditure was approved, in advance of the ASSOCIATION contracting therefor, by affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes cast by those members entitled to vote at a duly called and convened meeting of the ASSOCIATION. As used herein the term "normal maintenance" shall include the removal of leaves, ice, snow, debris and weeds from the dam, streets, well site, LOTS, Blocks, Lake Area and other areas owned or controlled by the ASSOCIATION; mowing the lawn thereon; painting and repairing the structures and improvements located thereon; controlling the growth of vegetation in the Lake Area; and stocking the Lake Area with fish.

(b) The amount so assessed against each LOT or BUILDING SITE in the SUBDIVISION shall be payable by the owners thereof to the Treasurer of the ASSOCIATION within thirty (30) days after the receipt by such owner of written notice of such assessment and each such assessment shall be and remain a lien upon the respective LOTS or BUILDING SITES against which the assessment is made until payment thereof to the Treasurer. Any assessment, the payment of which is more than twelve (12) months delinquent, shall bear interest computed and compounded annually at the statutory rate and be payable, together with reasonable attorneys' fees, recording fees and other costs of collection, upon demand by the ASSOCIATION. The said lien may be foreclosed in the same manner then provided by law for the foreclosure of real estate mortgages without relief from valuation and appraisal laws and with reasonable attorneys' fees, prejudgment interest computed and compounded annually at the statutory rate, recording fees and other costs of foreclosure. The Treasurer of the ASSOCIATION shall maintain a record of all such assessments and, on request, shall furnish to the owner of any LOT or BUILDING SITE in the SUBDIVISION a certificate showing the assessment made upon his LOT or BUILDING SITE and the amount, if any, of such assessment remaining unpaid, and such certificate shall be relied upon by the owner of such LOT or BUILDING SITE and any prospective purchaser or mortgagee in purchasing or accepting a mortgage upon such LOT or BUILDING SITE.

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25. Well Site. The area on the plat marked "D" is the site of a well for auxiliary water supply to the Lake Area. It is hereby dedicated to the common use of the owners of LOTS or BUILDING SITES in the SUBDIVISION for that purpose and is placed under the exclusive control of the ASSOCIATION. The easement shown on the plat from the well site to the Lake Area may be used by the ASSOCIATION for the purpose of installing, maintaining, repairing, moving, operating, starting, stopping, removing, replacing and enlarging the said well, the pump and other facilities connected thereto and a line of pipe between the said well and the Lake Area, from time to time and at any time. The ASSOCIATION shall have the right and obligation to operate, maintain, repair, start, stop and perform such other functions to the said well, pumps, appurtenances and line of pipe as may be necessary or desirable for the common good of the owners of LOTS or BUILDING SITES in the SUBDIVISION.

26. Terms. These Restated and Revised Protective Covenants, Restrictions and Limitations shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date that these covenants are recorded unless sooner altered or amended in whole or in part in the manner provided for in paragraph 27 hereof. After the said initial ten (10) year term, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed and acknowledged by the then owners of not less than fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION has been earlier recorded, agreeing to change said covenants in whole or in part as of their expiration and specifying in what respect they shall be changed.

27. Amendment. Within ten (10) years after the date on which these Restricted and Revised Protective Covenants, Restrictions and Limitations are recorded, they may be amended from time to time and at any time but only by an instrument signed and acknowledged by the then owners of not less than seventy-five percent (75%) of the LOTS in the SUBDIVISION setting out in what respect these covenants and restrictions are to be amended and recorded in the Office of the Recorder of Allen County, Indiana.

28. Enforcement. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violations or to recover damages, but in no event shall there be a right of reversion.

29. Severability. Invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

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IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
<u>98</u>	<u>Robert A. Jensen</u> <u>Martha J. Felleka</u>	<u>Aug 2, 1990</u> <u>Aug 2, 1990</u>
<u>72</u>	<u>Joy E. Lam</u> <u>Jane E. Lamson</u>	<u>Aug 2, 1990</u> <u>Aug 2, 1990</u>
<u>73</u>	<u>Jerry Recht</u>	<u>Aug 2, 1990</u>
<u>127</u>	<u>Bob Devoled</u> <u>Judy DeWald</u>	<u>Aug. 2, 1990</u> <u>Aug. 2, 1990</u>
<u>93</u>	<u>John Anderson</u> <u>Sigrid B. Toyman</u>	<u>Aug 2, 1990</u> <u>Aug. 2, 1990</u>
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<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
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STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 2 day of Aug, 1990.

Amos Bauman
Notary Public's Signature

AMOS BAUMAN
Notary Public's Printed Name



I am a resident of Allen County, Indiana;
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

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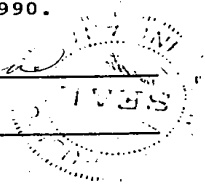
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STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 7th day of August, 1990.

Kimberly C. Shanahan
Notary Public's Signature
Kimberly C. Shanahan
Notary Public's Printed Name



I am a resident of Allen County, Indiana;
my commission expires 6-28-93.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #

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OWNERS

Randy J. Siple
Sue Siple

DATE

8/1/90

8-1-90

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<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
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STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 16th day of August, 1990.

Patricia A. Rader

 Notary Public's Signature
 Patricia A. Rader

 Notary Public's Printed Name

I am a resident of Allen County, Indiana;
 my commission expires 9/29/93.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
103	<u>William Egan</u> <u>Ellen R. Egan</u>	<u>7/31/90</u> <u>7-31-90</u>
104	<u>William Egan</u> <u>Ellen R. Egan</u>	<u>7/31/90</u> <u>7-31-90</u>
122	<u>Howard B. Bell</u> <u>Gerald A. Folle</u>	<u>7/31/90</u> <u>7/31/90</u>
114	<u>Ther Halldorsson</u> <u>Suzanne M. Halldorsson</u>	<u>7/31/90</u> <u>7/31/90</u>
15	<u>Carolyn A. Valda</u>	<u>7/31/90</u>
9	<u>James R. Webber</u> <u>Faith M. Webber</u>	<u>7/31/90</u> <u>7/31/90</u>
1		

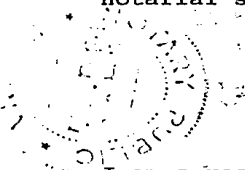
90 35872

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 31st day of JULY, 1990.

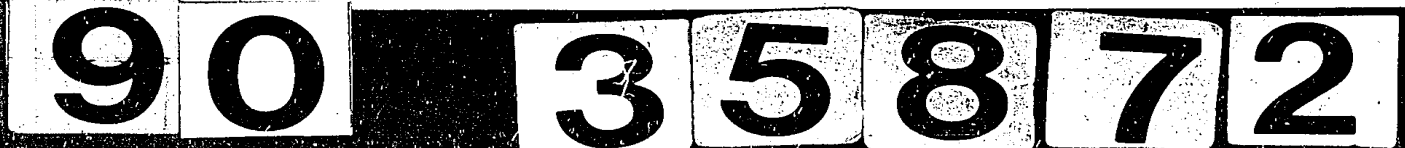


Fred. W. Buschman
Notary Public's Signature

FRED W. BUSCHMAN
Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;
my commission expires 1-7-94.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
<u>131</u>	<u>Geo. Tom &</u> <u>Delores Nieto</u>	<u>7-30-90</u> <u>7-30-90</u>
<u>115</u>	<u>Philip Wiehe</u> <u>Cheryl Wiehe</u>	<u>7-30-90</u> <u>7-30-90</u>
<u>10</u>	<u>James R. Kadlin</u> <u>Beneita P. Kadlin</u>	<u>7-30-90</u> <u>7-30-90</u>
<u>68</u>	<u>Stam J. Pijzenlijf</u> <u>Janet Entaparkink</u>	<u>7-30-90</u> <u>7-30-90</u>
<u>64</u>	<u>Robert H. Huyter</u> <u>Norma J. Huyter</u>	<u>7-30-90</u> <u>7-30-90</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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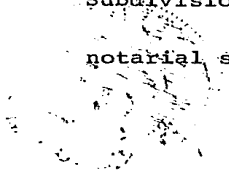


<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 30 day of July, 1990.



Amos Bauman
 Notary Public's Signature

AMOS BAUMAN
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;
 my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
60	<i>Forrest W. Wood</i>	7-28-90
* 61	<i>James R. Richard</i> <i>Mary E. Sivichart</i>	7-28-90 7-28-90
67	<i>Earl J. Brundin</i>	7/28/90
70	<i>John H. Kuykendall</i>	7-28-90 7-28-90
99	<i>Ewin E. Scott</i> <i>Dorothy S. Scott</i>	7-28-90 7-28-90
4A	<i>Joseph R. King</i> <i>Dorothy J. King</i>	7-28-90 7-28-90
* 61	<i>James R. Richard</i>	7-28-90



<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 28 day of July, 1990.

Amos Bauman
 Notary Public's Signature

Amos BAUMAN
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;
 my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

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IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #

OWNERS

DATE

105

Cemos Bauman

7-21-90

Mary Alicia Bauman

90

35872

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 21 day of JULY, 1990.



Fred W. Buschman
Notary Public's Signature

FRED W. BUSCHMAN
Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;
my commission expires JANUARY 7, 1994.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #

OWNERS

DATE

27

Beverly J. Bromberg
Charles M. Bromberg

July 18-90
18 July 90

90 35872

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 18 day of July, 1990.

Sue A. Schmidt
 Notary Public's Signature
SUE A. SCHMIDT
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;
 my commission expires 12-25-90

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



LOT #

OWNERS

DATE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 17 day of JULY, 1990.

Michael Allen Rohrbach
 Notary Public's Signature

MICHAEL ALLEN ROHRBACH
 Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;
 my commission expires 9-10-93.



This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

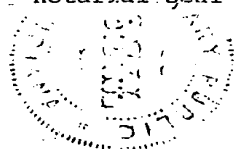


<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 11th day of JULY, 1990.



Karen S. McCartney
 Notary Public's Signature
KAREN S. MCCARTNEY
 Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;
 my commission expires Nov 27, 1993.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
<u>118</u>	<u>William H. Taylor</u> <u>Evelyn J. Taylor</u>	<u>8-9-90</u> <u>8-9-90</u>
<u>74</u>	<u>Sandra J. Doty</u> <u>Thomas A. Doty</u>	<u>8/9/90</u> <u>8/9/90</u>
<u>24</u>	<u>Francis R. Bax</u>	<u>8/9/90</u>
<u>56</u>	<u>Josephine Stinson</u> <u>Ray O. Stinson</u>	<u>8-9-90</u> <u>8-9-90</u>
<u>17</u>	<u>James H. Comp</u> <u>Janet L. Comp</u>	<u>8-9-90</u> <u>8/9/90</u>



<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 9 day of August, 1990.

Amos Bauman
Notary Public's Signature

AMOS BAUMAN
Notary Public's Printed Name



I am a resident of Allen County, Indiana;
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

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IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
97	<u>Arnold L. Courad</u> <u>Cora G. Courad</u>	<u>7-21-90</u> <u>7-21-90</u>
82	<u>Jerry A. Young</u> <u>Mary Ann Young</u>	<u>7-21-90</u> <u>7-21-90</u>
31	<u>Robert A. Tuttle</u> <u>Joyce M. Tuttle</u>	<u>Jul 21, 1990</u> <u>7-21-90</u>
101	<u>Hell Pedersen</u> <u>Nancy E. Pedersen</u>	<u>7-21-90</u> <u>7-21-90</u>
59	<u>Bikerd L. Bidelack</u> <u>Rajata J. Bidelack</u>	<u>7-21-90</u> <u>7-21-90</u>
30	<u>A. W. Harmon</u> <u>Ann M. Harmon</u>	<u>7-21-90</u> <u>7-21-90</u>
87	<u>Robert C. Hawkins</u> <u>Lilly J. Hawkins</u>	<u>7/21/90</u> <u>7/21/90</u>
71	<u>Gregory M. Antalis</u> <u>Kim M. Antalis</u>	<u>7-21-90</u> <u>7-21-90</u>
77	<u>Michelle</u> <u>Linda S. Demme</u>	<u>7/21/90</u> <u>7/21/90</u>

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
<u>25</u>	<u>Chris Stevenson</u>	<u>7-21-90</u>
<u>63</u>	<u>Thomas J. Muthel</u>	<u>7-21-90</u>
	<u>Rose Nordmeier</u>	<u>7-21-90</u>
<u>121</u>	<u>Inace T. Hamilton</u>	<u>7-21-90</u>
<u>52</u>	<u>Richard M. Katt</u>	<u>7/21/90</u>
	<u>Paul J. Katt</u>	<u>7-21-90</u>

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 21st day of JULY, 1990.

Fred W. Buschman
Notary Public's Signature

FRED W. BUSCHMAN
Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;
my commission expires JANUARY 7, 1994.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
<u>53</u>	<u>Kenneth Boger</u> <u>Dorothy V. Boger</u>	<u>7-28-90</u> <u>7-28-90</u>
<u>126</u>	<u>Darwin R. Hastings</u> <u>Marjorie H. Hastings</u>	<u>7/28/90</u> <u>7/28/90</u>
<u>6</u>	<u>Marjorie Landigan Seely</u> <u>Carl Seely</u>	<u>7/28/90</u> <u>7/28/90</u>
<u>16</u>	<u>Helw R. Johannes</u> <u>James M. Johannes</u>	<u>7/28/90</u> <u>7/28/90</u>
<u>65</u>	<u>Donna Mahony</u> <u>Joseph F. Mahony</u>	<u>7/28/90</u> <u>7/28/90</u>
<u>109</u>	<u>Gregory I. Kolumber</u>	<u>7/28/90</u>
<u>119</u>	<u>Robert A. Heakart</u> <u>Elizabeth Heakart</u>	<u>7/28/90</u> <u>7/28/90</u>
<u>83</u>	<u>Daniel Serban</u> <u>Heather Serban</u>	<u>7-28-90</u> <u>7-28-90</u>
<u>35</u>	<u>Gregory L. Sumner</u> <u>G. Sumner</u>	<u>7-28-90</u> <u>7-28-90</u>

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<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
<u>108</u>	<u>Donald R. Stalter</u> <u>Colleen Co. Stalter</u>	<u>7-28-90</u> <u>7/28/90</u>
<u>123</u>	<u>Coral D. Specialty</u>	<u>7/28/90</u>
<u>100</u>	<u>Karen G. Ellis</u>	<u>7/28/90</u>
<u>102</u>	<u>Agnie Allen</u>	<u>7-28-90</u>

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 28 day of July, 1990.

Amos Bauman
Notary Public's Signature

Amos BAUMAN
Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

90 35872

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #	OWNERS	DATE
<u>19</u>	<u>Dallas E. Griffin</u> <u>Alice D. Griffin</u>	<u>July 21, 1990</u> <u>July 21, 1990</u>
<u>89</u>	<u>Walter L. Brown</u> <u>Ronald L. Brown</u>	<u>7/21/90</u> <u>7/21/90</u>
<u>55</u>	<u>Paul M. Bunt</u> <u>Johnna A. Bunt</u>	<u>7-21-90</u> <u>7-21-90</u>
<u>20</u>	<u>Paul H. Reynolds</u> <u>Norma Reynolds</u>	<u>7-21-90</u> <u>7-21-90</u>
<u>36</u> 25	<u>Fred Buschman</u> <u>Medora A. Buschman</u>	<u>7-21-90</u> <u>7-21-90</u>
<u>22</u>	<u>John F. Finkbeiner</u> <u>John F. Finkbeiner</u>	<u>7/21/90</u> <u>7-21-90</u>
<u>34</u>	<u>Sarah J. Phillips</u> <u>Richard D. Phillips</u>	<u>7-21-90</u> <u>7-21-90</u>
<u>37</u>	<u>Joseph Oberinger</u> <u>Charlotte Oberinger</u> <u>Vince Steele</u>	<u>7-21-90</u> <u></u> <u></u>
<u>28</u>	<u>Vince Steele</u> <u>Janice Steele</u>	<u>7-21-90</u> <u>7-21-90</u>

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
<u>29</u>	<u>Stanley J. Kuchinski</u> <u>Eugene W. Podguchnah</u>	<u>July 21, 1990</u> <u>7-21-90</u>
<u>88</u>	<u>Patricia Didier</u>	<u>July 21, 1990</u>
<u>91</u>	<u>W.D. Chappell</u> <u>Jean Chappell</u>	<u>7-21-1990</u> <u>7-21-90</u>
<u>38</u>	<u>Bertha J. Long</u>	<u>7-21-1990</u>
<u>39</u>	<u>Bertha J. Long</u>	<u>7-21-1990</u>

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 21 day of July, 1990.

Amos Bauman
Notary Public's Signature
AMOS BAUMAN
Notary Public's Printed Name

I am a resident of Allen County, Indiana;
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
<u>26</u>	<u>Helen Leslie</u>	<u>7-21-90</u>
<u>32</u>	<u>Larry Priest</u> <u>Fredrick Priest</u>	<u>7-21-90</u> <u>7-21-90</u>
<u>113</u>	<u>Frank S. Pruster</u>	<u>7/25/90</u>



<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 25 day of July, 1990.

Amos Bauman
Notary Public's Signature
AMOS BAUMAN
Notary Public's Printed Name

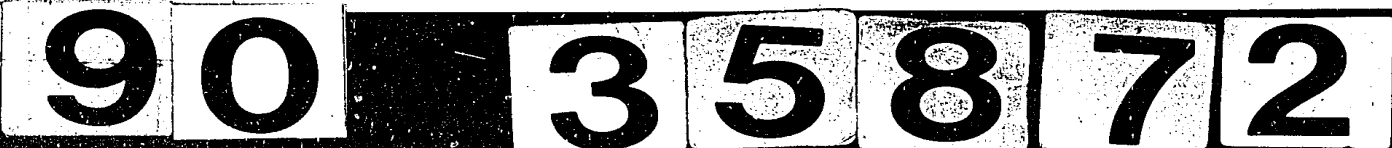
I am a resident of Allen County, Indiana;
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names* below.

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
84	<u>Patricia Bauman</u> <u>D. Braun</u>	<u>8/6/90</u> <u>8/6/90</u>



<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 6 day of August, 1990.

Amos Bauman
Notary Public's Signature
AMOS BAUMAN
Notary Public's Printed Name

I am a resident of ALLEN County, Indiana;
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

LOT #

OWNERS

DATE

94

Richard L. Duff
Jenice L. Duff

8/25/90
8/25/90

444

90 35872

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

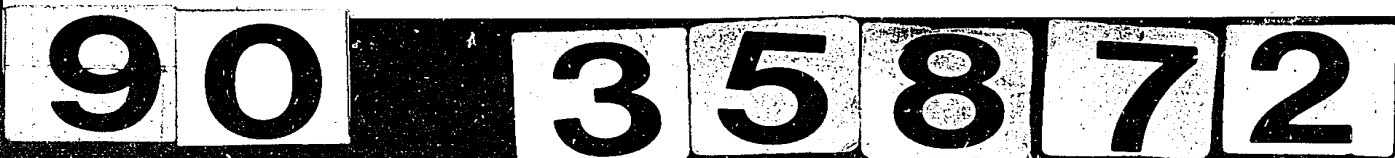
Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 20th day of August, 1990.

Linda S. Kroells
 Notary Public's Signature
Linda S. Kroells
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;
 my commission expires November 2, 1991.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.



IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
130	Thomas J. Schilling Kathleen F. Schilling	8/13/90 8/13/90
67	Robert J. Shirey	8/26/90

46

90 35872

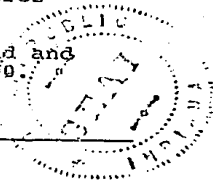
<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 13 day of Aug, 1990.

Amos Bauman
Notary Public's Signature
AMOS BAUMAN
Notary Public's Printed Name



I am a resident of ALLEN County, Indiana;
my commission expires 8-27-92.

This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

IN WITNESS WHEREOF the undersigned, being the owners of at least fifty-one percent (51%) of the LOTS and BUILDING SITES in the SUBDIVISION, have hereunto set their hands and seals on the date set opposite each of their names below.

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
<u>18</u>	<u>Francis M. Hart</u> <u>Wayne Hart</u>	<u>Aug. 27, 1990</u> <u>Aug 27, 1990</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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90 35872

<u>LOT #</u>	<u>OWNERS</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

Before me, a notary public in and for said county and state, personally appeared the above named individuals who acknowledged to me that their execution of the above and foregoing Restated and Revised Easements and Protective Covenants, Restrictions and Limitations for Kekionga Shores Subdivision was their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this 27th day of August, 1990.

Phyllis J. Gundersen
 Notary Public's Signature
Phyllis J. GUNDERSON
 Notary Public's Printed Name

I am a resident of Allen County, Indiana;
 my commission expires 11-27-91.

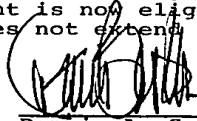
This instrument was prepared by William P. Fagan, Gregory L. Fumarolo and Gregory M. Antalis, all attorneys at law and members of the Allen County, Indiana Bar Association.

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ALLEN COUNTY PLAN COMMISSION

This is to certify that the foregoing document has been reviewed by the Allen County Plan Commission. As presented, the content of the restrictions contained in said document conforms to the requirements of the Allen County Zoning and Subdivision Control Ordinances and the document is not eligible for recording. This certification does not extend to the form or validity of the document.

5 Sept 90
Date



Dennis A. Gordon, AICP
Executive Director

90 35872