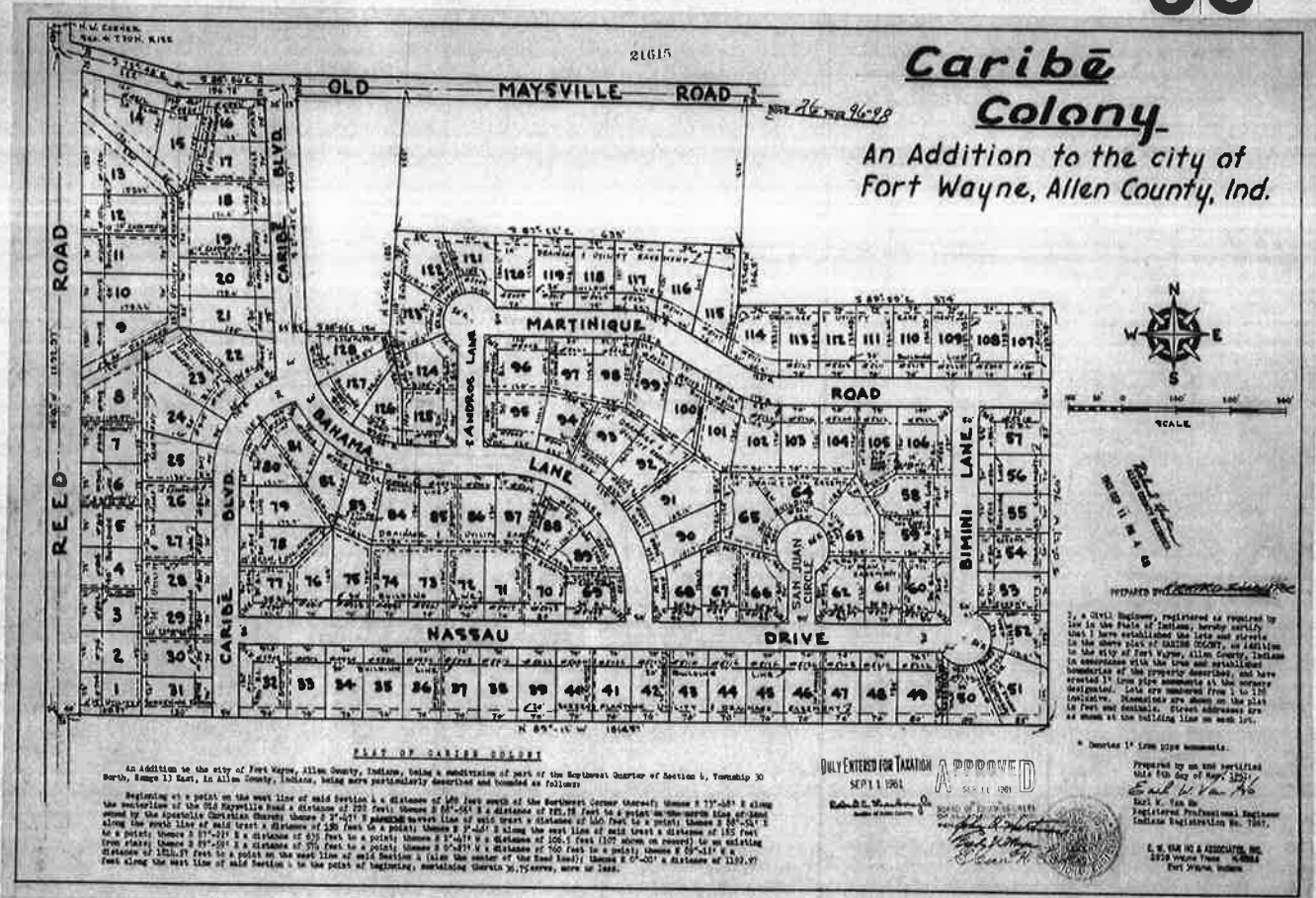


FOR "AMENDMENT TO RESTRICTIONS"
See Misc. Rec. #239 - POS 19-21
#11281-

FOR 3rd amendment to restrictions
See REC 95-59115
12-18-95 PK

96



PLAT OF CARIBBEAN COLONY
An Addition to the city of Fort Wayne, Allen County, Indiana, being a subdivision of part of the Southwest Quarter of Section 3, Township 30 North, Range 13 East, in Allen County, Indiana, being more particularly described and bounded as follows:
Beginning at a point on the west line of said Section 3 a distance of 145 feet north of the Northwest Corner thereof; thence S 73°-58' E along the centerline of the Old Maysville Road a distance of 170 feet; thence S 88°-05' E a distance of 112.18 feet to a point on the center line of said road; along the west line of said tract a distance of 120 feet to a point; thence S 2°-02' E parallel to said line of said tract a distance of 140 feet to a point; thence S 88°-04' E to a point; thence S 87°-22' E a distance of 577 feet to a point; thence S 17°-47' W a distance of 100.7 feet; thence S 107°-00' W on a bearing to an existing lot; thence S 89°-20' E a distance of 370 feet to a point; thence S 0°-27' W a distance of 100.7 feet to a point; thence S 0°-11' E a distance of 1211.37 feet to a point on the west line of said Section 3 (also the corner of the land formerly owned by Thoms & Co.) a distance of 1137.97 feet along the west line of said Section 3 to the point of beginning, containing therein 30.75 acres, more or less.

DULY ENTERED FOR TAXATION
SEPT 1 1961

APPROVED

Robert E. ...
BOARD OF SUPERVISORS
Allen County, Indiana

Witness my hand and official seal this 15th day of May, 1961.
Earl W. Van ...
Earl W. Van ...
Registered Professional Engineer
Indiana Registration No. 7867
E. W. VAN ... & ASSOCIATES, INC.
1270 Union Trust Building
Fort Wayne, Indiana

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS REFERRED
TO AS A PART OF THE DEDICATION AND PLAN OF CARIBE
COLONY, AN ADDITION TO THE CITY OF FORT WAYNE,
INDIANA

W. Secured Properties, Inc., an Indiana corporation, (being the principal subdivider and sometimes hereinafter called "Sponsor"), together with Evelyn Wargo and Alex Wargo, her husband, each over the age of twenty-one years, and Frederic Small and Rychelle A. Small, husband and wife, and each over the age of twenty-one years, said Wargos and Smells being the owners of the real estate shown and described in the plat, do hereby lay out, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. This subdivision shall be known and designated as CARIBE COLONY, an Addition to the City of Fort Wayne, Indiana. The protective restrictions, covenants, limitations, easements and approvals shall be covenants running with the land hereby platted for the mutual benefit of all purchasers and owners, present and future of any of the lots in said CARIBE COLONY, until January 1, 1982, except as hereinafter provided.

1. **Definition:** For the purpose of this plat and the covenants appended thereto, the word "street" shall mean any street, avenue, roadway, pass, trail, lane or boulevard of whatever name that is shown on the recorded plat of said Addition and which has been heretofore and is hereby dedicated to the public for the purpose of a public street or for park or boulevard purposes. The word "lot" may mean either any of said lots or blocks as platted or any tract or tracts of land as conveyed, which may consist of one or more lots or parts of one or more lots as platted upon which a dwelling or other structure may be erected in accordance with the restrictions hereinafter set forth, or such further restrictions as may be set forth in the individual deeds from said owner or its successors and assigns.

2. **Easements:** Easements as shown in the plat of said addition are hereby expressly reserved and dedicated with dimensions, boundaries and locations for the erection, construction and maintenance of poles, wires, and conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes; also for the construction and maintenance of drains, sewers, pipe lines for supplying gas, water or heat, and for any other public or quasi public utility or function, maintained, furnished or performed by or in any method beneath the surface of the ground. Any municipal, public or quasi public utility corporation engaged in supplying any one or more of the above utilities shall have the paramount right to enter upon said easements to install, repair, maintain or replace its utility installation, whether the same be temporary or permanent, and in the event it is necessary for any public utilities to remove any structure, shrub or obstruction above ground level within the boundaries of the utility easement, the utility will not be held liable and will not be required to restore the obstruction to its original condition.

3. **Use of land:**

(a) All lots shall be used for residential purposes only.

(b) No rain or storm water run-off or such water as roof water, pavement and surface water caused by natural precipitation shall, at any time, be discharged into or permitted to flow into the sanitary sewage system. No sanitary sewage shall, at any time, be discharged or permitted to flow into a storm-water sewer system.

Prepared by: Earl W. Van Ho, P.E.

4. **Signs and billboards:** No billboards or other advertising signs or devices shall be placed or maintained on any dwelling lot, other than one (1) sign having not more than five (5) square feet of surface, advertising the lot or dwelling house for sale or lease, and either than one (1) professional sign of not more than one (1) square foot in area, provided, however, that such billboards or other advertising signs or devices may be erected and maintained as are deemed necessary by the sponsor, for the original value of said lots.

9. **Yard lights:** Each home erected in this subdivision shall be furnished and equipped with one (1) outdoor electric post light erected five (5) feet to the rear of front lot line. Each of said lights shall be equipped with an automatic photo-electric control so as to automatically illuminate said light from dusk until dawn. Each owner shall maintain and keep said light and control unit in operative condition. This provision shall be of no further force or effect at such time as a public system of street lighting is installed and in operation.

10. **Protective screening:** Protective screening areas are established as shown on the recorded plat, located over the south fourteen (14) feet of lots one (1) and thirty-one (31) and over the south twenty (20) feet of lots thirty-two (32) through fifty-one (51), both inclusive, excepting in the area in front of the front building line of lots numbered one (1), thirty-one (31) and thirty-two (32). Plantings, fences or walls shall be installed throughout the entire length of the aforesaid area by the sponsor, and upon conveyance of each of the aforesaid lots, the respective owners thereof shall be required to maintain said protective screening for the entire length of the screening easement as shown on their respective lots and at their own expense.

11. **Community association:** At any time by the agreement of the then owners of sixty-five (65%) per cent of the lots, said owners being allowed one (1) vote for each lot as platted or conveyed as herein provided which they may then own, evidenced by articles in writing signed by said owners, or their duly authorized agents, there may be organized an incorporated or unincorporated, not-for-profit, Community Association, or said lot owners by such an agreement may affiliate themselves as a group with an existing Community Association, provided that the constitution and by-laws of such existing association, or such association as may be organized under the provisions hereof, shall provide that the owner of each and every lot in Caribe Colony who shall make application therefore and be registered on the books of said association shall be entitled to membership in said association and enjoyment and exercise of all of the rights and privileges therein conferred upon members of such association and such owner's eligibility for such membership shall continue only so long as he continues to be the owner of a lot in said Addition. Only one such organization shall be recognized and approved by the sponsor, or its successor sponsors in the development and promotion of said Addition, and at such time as the sponsor, or its successor sponsors in the development and promotion of said Addition may desire, it may delegate to such association, as it shall have recognized, by an instrument in writing, such of its rights and powers as it may determine relating to the control and maintenance of lots and the right to inspect and approve the plans and specifications for any proposed structure to be erected in said addition, and such association shall thereupon assume responsibility for such rights and powers to be delegated and their enforcement. Said sponsor shall thereupon be released therefrom as stipulated in said instrument.

4. **Approval of structural design, buildings, location and grade lines:**

(a) In order to maintain harmonious structural design and lot grades, there is hereby reserved to sponsor, or whomever it may designate, the right to establish said grades and building locations and to examine and endorse its written approval upon construction plans prior to the construction of any building upon any of said lots, and no such construction shall be commenced unless such approval shall first be obtained.

(b) No building, exclusive of stoops and open porches, shall be located on any lot in the area between the front lot line and the front building lines as shown on the attached plat, nor between the side lot line and the side building line of corner lots as shown on the attached plat. There shall be two side yards for each lot, the minimum width of each of which shall be ten (10%) per cent of the lot width, and the aggregate width of both of which shall be twenty-five (25%) per cent of said lot width.

(c) The type, location, height, area and use of accessory buildings, fences, walls, hedges, shrubbery, rear yards, open spaces and street intersection visibility not otherwise specifically restricted, or limited herein, shall conform to the provisions and requirements of the Ordinances of the City of Fort Wayne, Indiana, as now existing or hereafter amended as may be applicable.

(d) To avoid harmonious contrasts in heights of dwelling structures on lots adjacent to each other, the sponsor specifically reserves in itself or whomever it may designate, the right to permit, or withhold permission for structures of two or more stories where such structure would result in being on a lot adjacent to a lot where a one-story structure has been previously erected or constructed. As a general guide, one and one-half story or split-level structures are to be erected on the adjacent lot that directly separates the higher structure from the lower one-story structure; furthermore, it is the intent to avoid erection of two or more stories on corner lots. It is also the intent of the sponsor as a part of the consideration of all vacant lot sales to procure from each purchaser a declaration as to the height of structure to be erected by said purchaser. The rights so reserved in this paragraph shall be exercised and applied for the benefit of the greatest number of owners of lots in said Addition, therefore, permission for construction of any such structure shall not be unreasonably withheld. Maximum ground grade at house shall be 760 feet and minimum house floor elevation shall be 762 feet mean sea level elevation.

5. **Minimum lot area:** Any owner, present or future, may at any time by conveyance or acquisition of part or parts of any lots he may own, alter the size or shape of said lots as the same are hereinabove defined, provided and excepting that no structure shall be placed, erected, or maintained on any such altered lot having an area of less than 7,200 square feet, nor a width at the front building line of less than 60 feet.

6. **Structural ground floor area:** No dwelling structure shall be erected or permitted on any of said lots, the ground floor livable-heated area of which, (exclusive of open porches, terraces and verandas) is less than 1,120 square feet in the case of a one-story structure, or less than 720 square feet in the case of one and one-half or two-story structures.

7. **No temporary dwelling:** No trailer, basement, tent, shack, garage, barn, or other out-building on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. **Easements:** All utility easements so dedicated on the face of the plat shall be kept free of all permanent structures, and the removal of any obstruction by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form.

13. **Improvement location permit:** This protective covenant shall run with the land and be enforceable by the City of Fort Wayne, Indiana, or any aggrieved lot owner in the subdivision and provides that before any lot or tract located within the subdivision may be used and occupied, such user or occupier shall first obtain from the Building Commissioner of the City of Fort Wayne the improvement location permit required by Chapter 36 of the Municipal Code of the City of Fort Wayne, 1956, as amended, the issuance of which shall be subject to an additional condition precedent thereof, either

- The issuance by the Board of Public Works of a certificate that the streets, sewer, water supply and other facilities serving said lots or tracts are improved and installed in accordance with the requirements of Article VI thereof, or
- The filing with the Board of Public Works of a performance bond in an amount and with sufficient surety approved by said Board, to guarantee the installation and completion of said improvements, or
- Proof of the deposit of funds with an approved lender of the Veterans Administration or Federal Housing Authority in an amount to guarantee installation and completion of said improvements, or
- Proof of the execution of contracts with contractors acceptable to the Board of Works providing for the construction and completion of said improvements within a reasonable time from date thereof.

14. Maintenance fund: There shall be imposed upon the owner of each and every lot (as the word "lot" is defined in paragraph one (1) above) in said Caribe Colony an annual maintenance fee of not more than Twenty-Five (\$25.00) Dollars to be assessed by and paid to sponsor, or its successor sponsors in the development and promotion of said addition, or to such community association as such sponsor shall recognize, as hereinafter provided, for the purpose of caring for the vacant and unimproved land in said addition, removing the grass and weeds therefrom, keeping the snow cleaned off the sidewalks in said addition, and for maintaining all the grass and planted areas within the boundaries of the streets and driveways therein, for replacement of electric bulbs in front yard lights hereinafter specified, and for doing any other thing necessary or desirable in the opinion of said sponsor or said association. Said maintenance fee shall commence to accrue and become due upon any of such lots as soon as title thereto has been divested from the undersigned original owner, or owners, or the successor sponsor in the development and promotion of said addition, or when a dwelling house shall have been erected thereon, and shall be payable on the first day of January of each year thereafter. The sponsor, or its successor sponsors in the development and promotion of said addition, or such community association, when recognized as aforesaid, shall have a lien on all lots sold in said addition to secure the payment of the aforesaid maintenance charge due and to become due, and said liens shall be superior to all other liens except mortgages for purchase money or improvement of said real estate and shall be enforceable in the same manner as mechanic's liens, together with attorney fees. Upon demand, sponsor or said association shall furnish to any buyer or mortgagee, a certificate showing the status of the maintenance charge against any lot, and the sponsor or said association may, at its direction, waive any right for a limited period of time the aforesaid liens against any lot. Upon the recognition by the sponsor of such community association, as hereinafter provided, all maintenance funds then in the control of the sponsor shall be turned over to the association for its use as herein provided.

15. No animals, poultry, or livestock of any kind shall be raised, bred, or kept on any lot for any commercial purpose, except that domestic household pets shall be permitted provided they are properly housed and cared for.

16. No noxious or offensive trade or commercial activity may be performed or conducted on any lot at any time.

17. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. Alterations, invalidation, extension, violations and right to enforce:

(a) Upon the date hereinafter provided for the expiration of these covenants, they shall automatically be extended to run with the land for additional and successive periods of ten (10) years each, except as hereinafter provided.

(b) At any time after ten (10) years from date hereof, by agreement, the then owners of sixty-five (65%) per cent of the lots, said owners being allowed one (1) vote for each lot as platted or conveyed, as herein provided, which they may then own, evidenced by an instrument in writing signed by said owners, or their duly authorized agents, and duly recorded in the office of the Recorder of Allen County, Indiana, any or all of these protective covenants may be changed or abolished entirely.

(c) 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.

(d) The owner, present or future, of any of said lots, his legal representative, successors, grantees and assigns, may enforce any or all of the foregoing covenants, restrictions and limitations by injunction or otherwise and on violation or an attempt to violate any of the covenants herein, they and each of them shall have a cause of action for damages and injunctive relief at law or in equity against the person or persons violating, or attempting to violate, such covenants, either to prevent him or them from so violating any such covenants or to recover damages or other dues for such violation, provided, however, that the failure to exercise such rights or cause of action to violate such covenants shall in no event be deemed to be a waiver of the rights to do so thereafter; provided further that any violation of these covenants shall not give rise to re-entry nor shall it affect the interest of any person holding alien upon said premises, excepting for the violation thereof after such lien shall have ripened into a possessory title.

IN WITNESS WHEREOF, said Secured Properties, Inc., an Indiana corporation, by Douglas E. Kiger, as its President, and by Lyndon L. Gunder, as its Secretary; and Evelyn Wargo and Alex Wargo, her husband, each over the age of twenty-one years, and Frederic Small and Rychie A. Small, husband and wife, and each over the age of twenty-one years; hereby affix their hands and seals this 8th day of May, 1961.

Douglas E. Kiger
Douglas E. Kiger
Evelyn Wargo
Alex Wargo
Frederic Small
Frederic Small
Rychie A. Small
Rychie A. Small



STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of May, 1961, appeared in person the aforesaid Secured Properties, Inc., an Indiana corporation, by Douglas E. Kiger, as its President, and by Lyndon L. Gunder, as its Secretary, personally known to me to be the President and Secretary respectively of said Corporation, and also appeared Evelyn Wargo and Alex Wargo, her husband, each over the age of twenty-one years, and Frederic Small and Rychie A. Small, husband and wife, and each over the age of twenty-one years, and each acknowledged the execution of the above and foregoing to be his and her voluntary act and deed and the formal legal act of said owners.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this 8th day of May, 1961.

My commission expires: Nov 26, 1961
A. Brown
Notary Public



ADDITIONAL PARTY TO PLAT

The Apostolic Christian Church of Fort Wayne, Indiana, by its duly authorized and acting TRUSTEES, the owner of that portion of the real estate herein being platted as CARIBE COLONY, such portion of the real estate being described as follows, to-wit: Commencing at a point 125 feet south of the northeast corner of Section 4, Township 30 North, Range 1 East in Allen County, Indiana, thence along the center of the Old Mayeville Road S 17° 41' E a distance of 275 feet to a point and S 88° 56' E 190.70 feet to the point of beginning; thence S 2° 47' E a distance of 140 feet along the west line of the tract owned to the southwest corner thereof; thence S 88° 56' E a distance of 25 feet along the south line of said tract; thence N 2° 47' W a distance of 140 feet to the center of said Old Mayeville Road, thence N 88° 56' W a distance of 25 feet along the center of said road to the point of beginning, containing therein 0.25 acres, more or less.

do hereby join in the platting of said CARIBE COLONY for the purpose of dedicating said above-described real estate as a public street and way, same to be a part of CARIBE BOULEVARD as in this plat of CARIBE COLONY established and dedicated.

IN WITNESS WHEREOF, the undersigned TRUSTEES have executed this instrument this 11th day of July, 1961.

APOSTOLIC CHRISTIAN CHURCH OF FORT WAYNE, INDIANA:
by *William Levy*
WILLIAM LEVY, AS ITS TRUSTEE
by *Li R. Fulkerson*
Li R. FULKERSON, AS ITS TRUSTEE
by *Jacob Unsicker*
JACOB UNSICKER, AS ITS TRUSTEE

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11th day of July, 1961, personally appeared the aforesaid William Levy, Li R. Fulkerson, and Jacob Unsicker, they being personally known to me to be all of the Trustees of the APOSTOLIC CHRISTIAN CHURCH OF FORT WAYNE, INDIANA, and to be authorized to execute the above and foregoing instrument for the uses and purposes therein set forth, and acknowledged the execution thereof for and on behalf of the said APOSTOLIC CHRISTIAN CHURCH OF FORT WAYNE, INDIANA.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my notarial seal.
MY COMMISSION EXPIRES: Nov 15, 1961
A. Brown
NOTARY PUBLIC

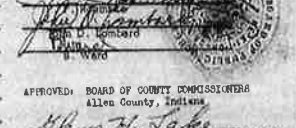


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Notary of Allen County

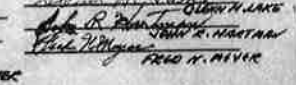
APPROVED: CITY PLAT COMMISSION
Fort Wayne, Indiana
James Schuman
President



APPROVED: BOARD OF PUBLIC WORKS
Fort Wayne, Indiana
John D. Lombard
President



APPROVED: BOARD OF COUNTY COMMISSIONERS
Allen County, Indiana
John R. Martin
President



PREPARED BY: *Raymond J. Unsicker*

AMENDMENTS TO AND ADOPTION OF RESTRICTIVE COVENANTS

WHEREAS, under paragraph 18(b) of the restrictive covenants of Caribe Colony Addition to the City of Fort Wayne, Indiana, recorded in Plat Book 26, pages 96-98 in the Allen County Recorder's Office, the restrictive covenants burdening and benefiting the lands of said Caribe Colony Addition may be amended upon the vote of the owners of sixty five percent (65%) of such lots as are shown in the plat of Caribe Colony Addition, each such owner being allowed one (1) vote for each lot as platted or conveyed which they then own, as evidenced by an instrument in writing signed by said owners, or their duly authorized agents, and duly recorded in the Office of the Recorder of Allen County, and

WHEREAS, the owners of sixty five percent (65%) or more of said lots whose names are hereunto subscribed desire to amend such restrictive covenants, and do further desire to extend the benefits and burdens of such restrictive covenants to certain additional tracts of land adjacent to Caribe Colony Addition but not embraced within the plat thereof, and

WHEREAS, the owners of certain tracts of land adjacent to Caribe Colony Addition, all in the City of Fort Wayne, Allen County, Indiana, are desirous of accepting the benefits and burdens of the restrictive covenants of Caribe Colony Addition, as recorded in Plat Book 26, pages 96-98, in the Office of the Recorder of Allen County, and as thereafter amended by instrument filed in Miscellaneous Record 239, pages 19-21, in the Office of the Recorder of Allen County, and as further amended by this instrument, said restrictive covenants to be binding upon the signatories hereto, and all in privity of estate with respect to the described property, such restrictive covenants to run with

*Loungston Boy
(H. Shipley)*

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the land, equally benefiting and burdening every lot in Caribe Colony Addition, as platted, and benefiting and burdening each of the parcels of land hereafter described, and conversing mutual and reciprocal rights and remedies under said restrictive covenants as hereby amended and adopted.

NOW, THEREFORE, the undersigned and each of us do hereby vote for and adopt the following restrictive covenants, and do declare that from the date of the filing of this instrument in the Office of the Recorder of Allen County, these covenants shall bind and run with the land described in plat record 26, pages 96-98 as Caribe Colony, an Addition to the City of Fort Wayne, Allen County, Indiana, together with the following additional tracts of land:

(1) the South five feet of Lot 1 in Caribe Colony Addition to the City of Fort Wayne, together with that certain 70 ft. x 109.57 ft. tract of land adjacent to and South of Lot 1 in Caribe Colony Addition, more particularly described in that certain Warranty Deed dated September 15, 1978, wherein Loren H. Hanks and Judy A. Hanks were grantors and Paul E. Whitesell and Teresa K. Whitesell were grantees recorded as Document No. 78-30581 in the Office of the Recorder of Allen County; (2) that certain 80 ft. x 109.57 tract of land, more particularly described in that certain Warranty Deed dated December 5, 1968, wherein Secured Properties, Inc. was grantor and Delmar J. Proctor, Jr. and Ruth A. Proctor were grantees, recorded in Book 718, Page 24 in the Office of the Recorder of Allen County; (3) that certain 70 ft. x 180 ft. tract of land adjacent to and South of Lot 31 in Caribe Colony Addition to the City of Fort Wayne, more particularly described in that certain Warranty Deed dated October 20, 1978 wherein Arthur C. Millard was grantor and Arthur C. Millard and Josephine L. Millard were grantees, recorded as Document No. 78-34118 in the Office of the Recorder of

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Allen County; and (4) that certain 180 ft. x 130 ft. tract of land adjacent to and South of the aforescribed tract of land No. (3), more particularly described in that certain Warranty Deed dated June 30, 1967, wherein Robert A. Jones and Eva Lou Jones were grantors and Jack W. Winebrenner and Thelma I. Winebrenner were grantees, recorded in Book 69I, Page 130 in the Office of the Recorder of Allen County (hereinafter referred to collectively as the additional tracts of land).

Restrictive Covenants

1. The Restrictive Covenants recorded in Plat Book 26, pages 96-98, as amended by instrument filed in Miscellaneous Record 239, pages 19-21, and as further herein amended, are adopted as the restrictive covenants of the lands above described, including Lots 1 through 128 of Caribe Colony Addition, together with the four (4) additional tracts of land.

2. The owners of each of the four (4) additional tracts of land adjacent to Caribe Colony and included under these restrictive covenants shall have all rights and duties of owners of lots in Caribe Colony Addition, as if said adjacent tracts of land had been included within the boundaries of the plat of Caribe Colony Addition and had been platted as separate and distinct lots.

3. There is hereby constituted a not-for-profit community association which may be incorporated or unincorporated, consisting of the owners of each of the lots or portions thereof to which these restrictive covenants apply, and membership in such association shall continue only so long as such individuals continue to be the owners of a lot, or a fraction thereof, in said lands to which these restrictive covenants apply, all as revealed on the records of the Adams Township Tax Assessor. Said Association is authorized to collect the annual fee, and to appropriate

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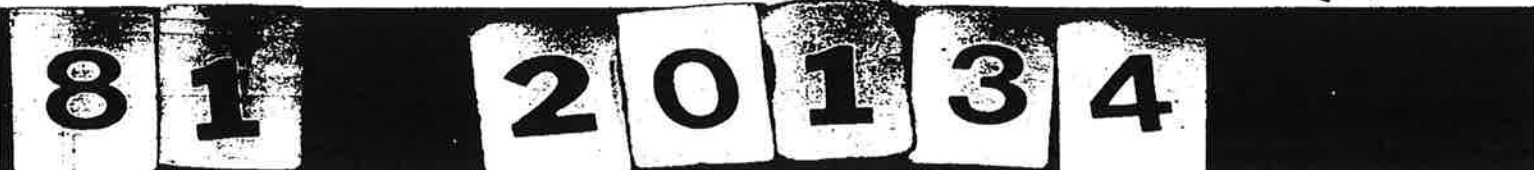
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from such monies any amounts which may be utilized for the furtherance of the collective welfare of the owners of lands covered by these restrictive covenants, including but not limited to maintenance and improvement of Association property, payment of taxes and insurance on said property, and all other lawful and appropriate expenditures. In all matters to be decided by the members of the Association, each lot shall have one (1) vote, the term "lot" being defined in paragraph 1 of the restrictive covenants recorded in Plat Book 26, pages 96-98 in the Office of the Allen County Recorder.

4. There is hereby imposed upon the owners of each and every lot (as the word "lot" is defined in paragraph 1 of the restrictive covenants recorded in Plat Record 26, pages 96-98) an annual fee in an amount not to exceed a ceiling in the present value of Twenty Five Dollars (\$25.00) as of the date of the recording of this instrument in the Office of the Allen County Recorder, such ceiling to be increased or decreased according to a percentage equal to the annual change in the Consumer Price Index. Such fees shall be collected and expended by the community association, and shall be used for the common benefit of the owners of the lands to which these restrictive covenants apply, including the caring for vacant and unimproved lands, caring for lands belonging to the community association, removing the grass and weeds from common areas, and for doing any other thing necessary or desirable in the opinion of the community association, but said community association may in its discretion decline to perform any one or more of the aforescribed functions. Said annual fee shall be payable on the first day of January of each year. Any annual fee which is not paid shall become a lien upon the lands to which such fee applies, and such liens shall be superior to all other items except mortgages for purchase money or improvement of

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the real estate. The Association may enforce its right to receive payments in an action at law, or, at its election, the Association may foreclose upon its lien conferred by these restrictive covenants; and in any such enforcement proceeding, the Association shall be entitled to recover interest at the lawful rate upon any and all unpaid annual fees, together with attorneys' fees and its costs of action. The Association shall furnish to any buyer or mortgagee, or any other person in interest, a certificate showing the status of the annual fee against any lot or portion thereof.

IN WITNESS WHEREOF, we and each of us have hereunto set our hand and seal:

This document was prepared by Grant F. Shipley, Attorney at Law, Livingston, Dildine, Haynie & Yoder, 425 Lincoln Bank Tower, Fort Wayne, Indiana 46802.

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DATE

NAME

ADDRESS

1)

8-10-81

Harriet White

1011 Caribe

8/10/81

Mary A. Bingle

1011 Caribe

2)

8/10/81

Jessamine E. Heatt

1005 Caribe

3)

4)

5)

6)

7)

8)

9)

10)

11)

12)

13)

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	DATE	NAME	ADDRESS
1)	22 AUG 81 22 AUG 81	Norman R. Wade Emmelen B. Hebe	5316 Nassau Drive " " "
2)	22 AUG 81 22 AUG 81	Mary M. Duckinspiel Jordan Duckinspiel	522 San Juan Cir " " "
3)	29 AUG 81 29 AUG 81	Calvin B. Potter Haricy J. Potter	816 San Juan Cir " " " "
4)	29 AUG 81 29 AUG 81	Agnes Schneider O. P. Schneider	808 San Juan Cir " " " "
5)	30 AUG 81 30 AUG 81	Carlin A. Grant Mary Sue Measup	815 San Juan Circle 815 San Juan Circle
6)	29 AUG 81 Sept. 7 - 81	Jeanne Kanable David P. Kanable	5116 Nassau Drive 5116 Nassau Dr.
7)	7/11/81 7/11/81	John Bowden Jeanne Bowden	5124 Nassau Dr 5124 Nassau Dr
8)		E. Donald Frank J. Harwick	5208 Nassau 5140 Nassau Dr.
9)	31 AUG 81	Mr. J. Stenmark	5130 Nassau Dr.
10)	31 AUG 81	Jerry Mitchell	807 San Juan Cir.
11)			
12)			
13)			
14)			
15)			

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8 1 2 0 1 3 4

	<u>DATE</u>	<u>NAME</u>	<u>ADDRESS</u>
1)	August 28 1981 August 28, 1981	Donald W. Bate Cheryl A. Garbe	5112 Martinique Rd. 5117 Martinique Rd.
2)	August 30, 1981 August 30, 1981	John Stoffie Linda Stoffie	5120 Martinique Rd. 5120 Martinique Rd.
3)	August 30, 1981	Barbara J. Farrell	5127 Martinique
4)	August 30, 1981 Aug 30, 1981	Gerald N. Hobbs Dorothy Hobbs	5126 Martinique 5126 Martinique
5)	Aug 30, 1981 Aug 30, 1981	Virginia S. Klink Patricia W. Klink	5111 Martinique 5114 Martinique
6)	Aug 30, 1981 Aug 30, 1981	William A. Elsec Janet N. Elsec	5031 Martinique 5031 Martinique
7)			
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12)			
13)			

p. 8 of 19



	<u>DATE</u>	<u>NAME</u>	<u>ADDRESS</u>
1)	<u>2-18-81</u> <u>8-18-81</u>	<u>Walter G. Stanton</u> <u>Marie E. Stanton</u>	<u>5215 Nassau</u> <u>5215 Nassau Dr.</u>
2)	<u>3/18/81</u> <u>8/18/81</u>	<u>Richard Albaugh</u> <u>Jean Albaugh</u>	<u>5220 Nassau Dr.</u> <u>5220 Nassau Dr.</u>
3)	<u>18 August 1981</u> <u>8/19/81</u>	<u>Robert H. Chapman</u> <u>Wilma G. Keller</u>	<u>825 Bimini Ln.</u> <u>725 Bimini</u>
4)	<u>2/18/81</u> <u>AUG 18, 1981</u>	<u>Katherine Topley</u> <u>Joseph J. Topley</u>	<u>810 Bimini Lane</u> <u>810 Bimini Lane</u>
5)	<u>17-81</u> <u>Aug 19 1981</u>	<u>Steph J. Parrot</u> <u>Marilyn J. Parrot</u>	<u>816 Bimini Ln.</u> <u>816 Bimini Ln.</u>
6)	<u>8-20-81</u> <u>Aug 20, 1981</u>	<u>Jerry Kelle</u> <u>Beverly Kelle</u>	<u>5232 Nassau Dr.</u> <u>5232 Nassau Dr.</u>
7)	<u>8-20-81</u> <u>Aug 20,</u>	<u>Joe J. Macgregor</u>	<u>802 Bimini Lane</u>
8)	<u>8-21-81</u>	<u>Theresa W. Postelbeck</u>	<u>819 Bimini Lane</u>
9)	<u>8-22-81</u> <u>8-22-81</u>	<u>Philip M. Kennick</u> <u>Nelson C. Postelbeck</u>	<u>830 Bimini Lane</u> <u>819 Bimini Ln.</u>
10)	<u>8-22-81</u> <u>8-22-81</u>	<u>Paula Rasmussen</u> <u>Jill Rasmussen</u>	<u>5236 Nassau Dr.</u> <u>5236 Nassau Dr.</u>
11)	<u>8-27-81</u> <u>8-27-81</u>	<u>Lang M. Walde</u> <u>Lucretia S. Walde</u>	<u>824 Bimini</u> <u>824 Bimini</u>
12)			
13)			

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	DATE	NAME	ADDRESS
1)	<u>8-15-81</u> <u>8-15-81</u>	<u>Mary Louise Kistner</u> <u>Mildred Kistner</u>	<u>4835 Old Maysville</u> <u>4835 Old Maysville</u>
2)	<u>8-15-81</u>	<u>Rita C. Lamm</u>	<u>4824 Old Maysville</u>
3)	<u>8-15-81</u> <u>8-15-81</u>	<u>Kenneth B. Lombard</u> <u>Irene Lombard</u>	<u>4812 Old Maysville^{Rd.}</u> <u>4812 Old Maysville Rd.</u>
4)	<u>8-15-81</u> <u>8-15-81</u>	<u>Billy J. Beakwell</u> <u>Marianne Oldwell</u>	<u>1120 Reed Road</u> <u>1150 Reed Rd.</u>
5)	<u>8-15-81</u> <u>8-15-81</u>	<u>Louise Pope</u> <u>William Pope</u>	<u>1104 Reed Rd.</u> <u>1104 Reed Rd.</u>
6)	<u>8-15-81</u> 8-15-81	<u>Peggy Overback</u> 8-15-81	<u>1008 Reed Rd.</u> 1008 Reed Rd.
7)	<u>8-15-81</u>	<u>Jane Amant</u>	<u>1115 Carle Blvd</u>
8)	<u>8-15-81</u> <u>8-15-81</u>	<u>Chiffon J. Finney</u> <u>Daisy Jean Finney</u>	<u>1123 Carle Blvd</u> <u>1123 Carle Blvd</u>
9)	<u>8-16-81</u> <u>8/16/81</u>	<u>Arthur B. Hill</u> Arthur B. Hill	<u>1107 Carle Blvd</u> <u>1107 Carle Blvd</u>
10)	<u>8-17-81</u> <u>8-17-81</u>	<u>Edward H. Dennis</u> <u>Patricia Dennis</u>	<u>1018 Reed Rd</u> <u>1018 Reed Rd.</u>
11)	<u>8-4-81</u>	<u>O. Miller</u> (Orvel Miller)	<u>1112 Reed Rd</u>
12)			
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	<u>DATE</u>	<u>NAME</u>	<u>ADDRESS</u>
1)	<u>8/17/81</u> <u>8-17-81</u>	<u>Gerald M. Crocker</u> <u>James P. Crocker</u>	<u>5017 Nassau Dr.</u> <u>5017 Nassau Dr.</u>
2)	<u>8-19-81</u>	<u>James R. Hicks</u>	<u>5023 Nassau Dr.</u>
3)	<u>8-20-81</u> <u>8-20-81</u>	<u>Raymond E. LaRue</u> <u>Regina LaRue</u>	<u>4915 NASSAU DR.</u> <u>4015 Nassau Dr.</u>
4)	<u>8-21-81</u> <u>8-21-81</u>	<u>Rita J. Marguardt</u> <u>Delise Marguardt</u>	<u>4923 Nassau Dr.</u> <u>4923 Nassau Dr.</u>
5)	<u>8-25-81</u> <u>8-25-81</u>	<u>Antonia R. Arago</u> <u>Bertina Arago</u>	<u>5009 NASSAU DR.</u> <u>5009 Nassau Dr.</u>
6)	<u>8-31-81</u> <u>8-31-81</u>	<u>Donald E. Peaty</u> <u>Clara E. Peaty</u>	<u>710 Caribe Blvd.</u> <u>710 Caribe Blvd.</u>
7)	<u>9-5-81</u> <u>9-5-81</u>	<u>Art VanWald</u> <u>Margarie VanWald</u>	<u>5033 Nassau Dr.</u> <u>5033 Nassau Dr.</u>
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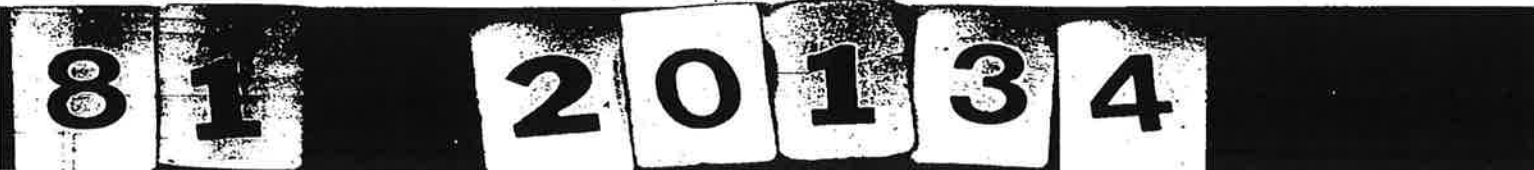
	<u>DATE</u>	<u>NAME</u>	<u>ADDRESS</u>
1)	<u>8/24/81</u> <u>8/24/81</u>	<u>Levi J.</u> <u>Sylvia L. Newman</u>	<u>5009 MARTINIQUE</u> <u>5009 MARTINIQUE</u>
2)	<u>8/24/81</u> "	<u>Robert D. Parnot</u> <u>Carolyn Parnot</u>	<u>5015 MARTINIQUE RD</u> <u>5015 Martiniqne</u>
3)	<u>8/24/81</u> <u>8/24/81</u>	<u>Lene T. Helms</u> <u>Dorcas M. Helms</u>	<u>907 Anderson Lane</u> <u>907 Anderson Lane</u>
4)	<u>8/30/81</u>	<u>Richard L. Miller</u>	<u>5028 Martiniqne Rd</u> *
5)			
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	<u>DATE</u>	<u>NAME</u>	<u>ADDRESS</u>
1)	<u>Aug 30, 1981</u> <u>Aug 20, 1981</u>	<u>Robert E. Jones</u> <u>Clara M. Jones</u>	<u>910 Reed Road</u> <u>410 Reed Road</u>
2)	<u>W. Martz</u> <u>Aug 30, 1981</u>	<u>J. Martz</u>	<u>902 Reed Rd</u>
3)	<u>Aug 31, 1981</u> <u>August 31, 1981</u>	<u>Robert A. Mubon</u> <u>Lucas K. Mubon</u>	<u>918 Reed Rd</u> <u>918 Reed Road</u>
4)	<u>Sept 2nd</u> <u>" "</u>	<u>Gordon Ladig</u> <u>Irene Ladig</u>	<u>808 Reed Rd</u>
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12)			
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	DATE	NAME	ADDRESS
1)	<u>9-2-81</u> <u>9-2-81</u>	<u>Robert L. Albiston</u> <u>Donald Albiston</u>	<u>814 Caribe Blvd.</u> <u>814 Caribe Blvd.</u>
2)	<u>9-2-81</u>	<u>Elizabeth J. Betinger</u>	<u>910 Caribe Blvd.</u>
3	<u>9-3-81</u>	<u>Elizabeth Fullerton</u>	<u>820 Caribe Blvd.</u>
X 4	<u>9-3-81</u>	<u>Russell J. [unclear]</u> <u>Margaret J. [unclear]</u>	<u>806 - Caribe Blvd.</u>
X			
	<u>9-6-81</u>		
5)	<u>9-6-81</u> <u>9-6-81</u>	<u>Betty J. Foltz</u> <u>Robert W. Foltz</u>	<u>907 Caribe Blvd.</u> <u>907 Caribe Blvd.</u>
6)	<u>9-6-81</u> <u>9-6-81</u>	<u>John Van [unclear]</u> <u>Jayne Ann [unclear]</u>	<u>921 Caribe Blvd.</u> <u>931 Caribe Blvd.</u>
7)	<u>9-13-81</u> <u>9/13/81</u>	<u>Harold J. [unclear]</u> <u>June [unclear]</u>	<u>915 Caribe Blvd.</u> <u>915 Caribe Blvd.</u>
8)			
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	<u>DATE</u>	<u>NAME</u>	<u>ADDRESS</u>
1)	8-24-81 "	Luisana Luvaina Doris R Luvaina	5026 Bahama "
2)	8-24-81	Beverly A Brown	4926 Bahama
3)	8/24/81	Jean Brown	5005 Bahama
4)	8/25/81	Sharon K. Christian	5011 Bahama Lane
5)	8/24/81	Clara S Womack Lacey D Womack	5051 Bahama Lane "
6)	8/24/81	Donald R Brown Rick C Brown	5027 Bahama Lane
7)	8/25/81	Alvin R. Armstrong John R. Armstrong	4932 Bahama Lane
8)	8/27/81	Alyson L. Gull Stephen J. Gull	5016 Bahama Ln "
9)	8-27-81	Joe W. Mott Phyllis Mott	5006 BAHAMA
10)			
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12)			
13)			



	<u>DATE</u>	<u>NAME</u>	<u>ADDRESS</u>
1)	<u>8-22-81</u> <u>8-22-81</u>	<u>Royal Robinson</u> <u>Barbara Robinson</u>	<u>4908 Bahama Ln.</u> <u>4908 Bahama Ln.</u>
2)	<u>8-22-81</u> <u>8-22-81</u>	<u>Howard W. Davis</u> <u>Charlotte Davis</u>	<u>4917 Bahama Lane</u> <u>4917 Bahama Lane</u>
3)	<u>8-22-81</u>	<u>C. Leggett Fung</u>	<u>4927 Bahama Ln.</u>
4)	<u>8/22/81</u> <u>8-22-81</u>	<u>Thomas R. Davis</u> <u>Betty J. Davis</u>	<u>4907 Bahama Ln.</u> <u>4907 Bahama Ln.</u>
5)	<u>8-22-81</u>	<u>James J. Joseph</u>	<u>4920 Bahama</u>
6)	<u>8/22/81</u> <u>8/22/81</u>	<u>James Lyons</u> <u>Judy Lyons</u>	<u>4911 Bahama Lane</u> <u>4911 Bahama Ln.</u>
7)	<u>8/23/81</u> <u>8/23/81</u>	<u>James Pollio</u> <u>Blaine Pollio</u>	<u>4914 Bahama Ln.</u> <u>4914 Bahama Ln.</u>
8)	<u>8/24/81</u>	<u>David D. Lewis</u>	<u>1021 Caribe Blvd.</u>
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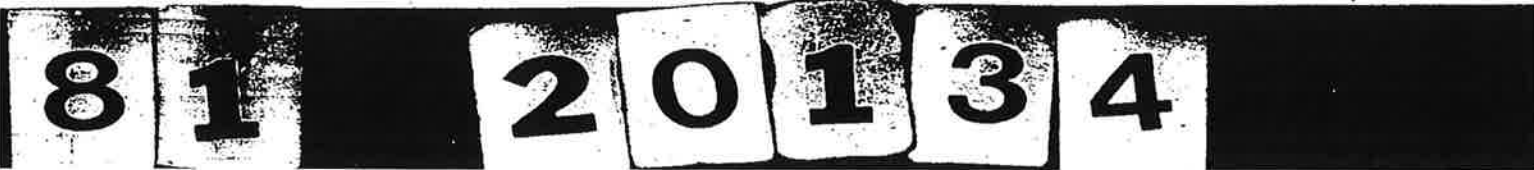
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8 1 2 0 1 3 4

	<u>DATE</u>	<u>NAME</u>	<u>ADDRESS</u>
1)	<u>Aug 20, 1981</u> <u>Aug 20, 1981</u>	<u>Leina Etkin</u> <u>Judith L. Etkin</u>	<u>5016 Nassau Dr</u> <u>5016 Nassau Dr</u>
2)	<u>20 AUG - 1981</u> <u>20 20 81</u>	<u>Ronald W Graft</u> <u>Ronald W Graft</u>	<u>5008 NASSAU DR</u> <u>5008 Nassau Dr</u>
3)	<u>8-25-81</u> <u>8-25-81</u>	<u>Mary Hault</u> <u>Donald W Hault</u>	<u>4936 Nassau Dr</u> <u>4936 Nassau</u>
4)	<u>8-25-81</u> <u>8-25-81</u>	<u>Charles Paine</u> <u>Miriam Paine</u>	<u>4930 Nassau Dr</u> <u>4930 Nassau Dr</u>
5)	<u>8-25-81</u> <u>8-25-81</u>	<u>Paul L Grew</u> <u>Linda Grew</u>	<u>4924 Nassau Dr</u> <u>4924 Nassau Dr</u>
6)	<u>8-25-81</u>	<u>Tom Guesman</u>	<u>5022 Nassau Dr</u>
7)	<u>8-29-81</u> <u>8-29-81</u>	<u>Shirley Johnson</u> <u>Berry Johnson</u>	<u>4916 Nassau Dr</u> <u>4916 Nassau Drive</u>
8)			
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	<u>DATE</u>	<u>NAME</u>	<u>ADDRESS</u>
1)	<u>9-5-81</u> <u>9-5-81</u>	<u>Dale R. Hoffer</u> <u>Dana Hoffer</u>	<u>5219 Martinique</u> <u>5219 Martinique</u>
2)	<u>9-5-81</u> <u>-</u>	<u>Roger H. Worman</u> <u>-</u>	<u>5310 Martinique</u> <u>-</u>
3)	<u>9/5/81</u> <u>9-5-81</u>	<u>Dilemma A. Conine</u> <u>B. Brown & Conine</u>	<u>5311 Martinique Rd.</u> <u>5311 Martinique Rd.</u>
4)	<u>9/6/81</u> <u>9/6/81</u>	<u>Cima A. Kent</u> <u>Rodney F. Kent</u>	<u>5225 Martinique Rd.</u> <u>5225 Martinique Rd.</u>
5)	<u>9/6-81</u> <u>9/6-81</u>	<u>Thomas A. Pate</u> <u>Christine M. Pate</u>	<u>833 Blum Ln</u> <u>833 Keweenaw Lane</u>
6)	<u>9-6-81</u> <u>9-10-81</u>	<u>Patricia Harper</u> <u>Michael S. Harper</u>	<u>5305 Martinique</u> <u>5305 Martinique</u>
7)	<u>9-6-81</u> <u>9-6-81</u>	<u>James Harper</u> <u>Robert Harper</u>	<u>5221 Martinique</u> <u>"</u>
8)	<u>9-7-81</u> <u>9-7-81</u>	<u>H. Harper</u> <u>Henrietta Harper</u>	<u>5204 Martinique</u> <u>5204 Martinique</u>
9)	<u>9-10-81</u> <u>9-10-</u>	<u>Virginia M. Knapp</u> <u>Donald J. Knapp</u>	<u>5212 Martinique Rd.</u> <u>5212 Martinique Rd.</u>
10)	<u>Property at</u>	<u>5203 Martinique is a</u>	<u>Rental</u>
11)			
12)			
13)			



	<u>DATE</u>	<u>NAME</u>	<u>ADDRESS</u>
1)	8-31-81 8-31-81	Nancy Lewis Alpha Lewis	705 Caribe Blvd. 705 CARIBE BLD.
2)	8-31-81	Arthur C. Hill	606 Reed Rd.
3)	9-12-81 9-12-81	Delmar J. Proctor Ruth A. Proctor	606 Reed Rd. 606 Reed Rd.
4)	9-13-81 9-13-81	Ed Klym Beverly Klym	706 Reed Rd. 706 Reed Rd.
5)	9/13/81 9/13/81	Joseph Miller Janis Newhouse	715 CARIBE 715 Caribe
6)	10/01/81	Timothy L. Hill	606 Reed Rd.
7)	10-01-81 10-1-81	Paul W. Robinson Theresa Robinson	618 Caribe Blvd. 618 Caribe Blvd.
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JULY ENTERED FOR TAXATION

DEC 18 1995

THIRD AMENDMENT TO RESTRICTIVE COVENANTS

[Signature]
RECORDER OF ALLEN COUNTY

Recitals

On September 11, 1961, the plat for Caribe Colony Addition to the City of Fort Wayne, Allen County, Indiana, was recorded in the Allen County, Indiana, Recorder's Office in Plat Book 26, Pages 96-98. Said plat contains certain restrictive covenants applying to the real estate described therein (hereinafter the "Restrictive Covenants"). Among other provisions contained in the Restrictive Covenants is rhetorical paragraph 18 which states that the Restrictive Covenants may be amended by the owners of 65% of the lots affected by the Restrictive Covenants.

On August 28, 1962, the Amendment to Protective Restrictions, Covenants and Limitations Contained in the Plat to Caribe Colony, an addition to the City of Fort Wayne, Allen County, Indiana, was recorded in the Allen County, Indiana, Recorder's Office in Miscellaneous Record 239, Pages 19-21. The effect of said document was to amend the Restrictive Covenants, as more particularly described therein.

On October 12, 1981, the Amendments to and Adoption of Restrictive Covenants was recorded in the Allen County Recorder's Office as Document No. 81-020134 (hereinafter "the 1981 Amendment"). Said document further amends the Restrictive Covenants. Among the provisions contained therein is a provision adding four lots to the original 128 lots described in the Restrictive Covenants. (The 128 lots described in the Restrictive Covenants and the four additional lots described in the 1981 Amendment are hereinafter collectively referred to as the "Lots".)

Now, the owners of 65% or more of the Lots desire to further amend the Restrictive Covenants to specifically authorize the Caribe Community Association, Inc. (hereinafter the "Community Association") to acquire, maintain and operate the real estate which includes the swimming pool, clubhouse, playground, parking area, and access to the Community Association's common ground which is currently owned by Caribe Club Corporation (hereinafter the "Swimming Pool Real Estate") and to modify the provisions of the Restrictive Covenants regarding the fees which the Community Association may assess to the owners of the Lots.

NOW, THEREFORE, the undersigned and each of us do hereby vote for and adopt the following amendments to the Restrictive Covenants, and do declare that from the date of the filing of this instrument in the Office of the Recorder of Allen County, Indiana, these covenants shall bind and run with the land described in Plat Record 26, Pages 96-98 as Caribe Colony, an Addition to the City of Fort Wayne, Allen County, Indiana, together with the land described

95 11154
AUDITORS NUMBER

95 DEC 18 PM 3:20

Rothberg & Co

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ck

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in Amendments to and Adoption of Restrictive Covenants recorded as Document No. 81-020134 in the Allen County Recorder's Office:

1. Without limiting the rights of the Community Association, the Community Association is hereby declared to have the authority to acquire, maintain and operate the Swimming Pool Real Estate. The Board of Directors of the Community Association may delegate the authority to operate the swimming pool and clubhouse to one or more subcommittees which it may create for such purpose.

2. Rhetorical paragraph 4 of the 1981 Amendment is hereby deleted in its entirety and replaced by the following text:

There is hereby imposed upon the owners of each and every lot (as the word "lot" is defined in paragraph 1 of the Restrictive Covenants recorded in Plat Record 26, Pages 96-98) an annual fee in the amount of One Hundred Dollars (\$100.00) as of the date of the recording of this instrument in the Allen County, Indiana Recorder's Office. In each year hereafter, the Board of Directors of the Caribe Community Association, Inc., by majority vote, may increase said annual fee in an amount not to exceed 10% of the prior year's annual fee. Such fee shall be collected and expended by the Community Association, and shall be used for the common benefit of the owners of the lands to which these restrictive covenants apply, including the caring for vacant and unimproved lands, caring for lands belonging to the Community Association, operating the swimming pool and clubhouse owned by the Community Association, removing the grass and weeds from common areas, and for doing any other thing necessary or desirable in the opinion of the Community Association, but said Community Association may in its discretion decline to perform any one or more of the afore-described functions. Said annual fee shall be payable on the first day of January of each year. Any annual fee which is not paid shall become a lien upon the lands to which such fee applies, and such liens shall be superior to all other items except mortgages for purchase money or improvement of the real estate. The Association may enforce its right to receive payments in an action at law, or, at its election, the Association may foreclose upon its lien conferred by these Restrictive Covenants and in any such enforcement proceeding, the Association shall be entitled to recover interest at the lawful rate upon any and all unpaid annual fees, together with attorneys' fees and its costs of action. The Association shall furnish any buyer or mortgagee, or any other person in interest, a certificate showing the status of the annual fee against any lot or portion thereof.

9559115

IN WITNESS WHEREOF, we and each of us have hereunder set our hand:

Lot #1 (706 Reed)

Beverly Klejnot
Beverly L. Klejnot

Chester J. Klejnot
Chester J. Klejnot

Lot #2 (714 Reed)

Carolyn Ann Campbell

William C. Campbell

Lot #3 (802 Reed)

Dorothy L. Grote

Robert C. Grote (Deceased)

Lot #4 (808 Reed)

Fern L. Neuhouser

Calvin T. Neuhouser

Lot #5 (816 Reed)

Marianne Bedwell

Lot #6 (902 Reed)

Kelly Roth-Henry
Kelly Roth-Henry

Douglas M. Henry
Douglas M. Henry

Lot #7 (910 Reed)

9 5 5 9 1 1 5

Lot #8 (918 Reed)

Susan Kay Muhg
Susan Kay Muhg

Lot #9 (1008 Reed)

Marianne J. Royse

Donald H. Royse

Lot #10 (1018 Reed)

Edward H. Reeves

Rita Reeves

Lot #11 (1104 Reed)

Lawrence J. Pepe

Ronald L. Austin

Maria T. Austin

Lot #12 (1112 Reed)

Orvel Miller

Lot #13 (1120 Reed)

Janet M. Schaefer-Moore
Janet M. Schaefer-Moore

Jeff J. Moore
Jeff J. Moore

Lot #14 (4812 Old Maysville)

Floyd F. Ball
Floyd F. Ball

Charlotte F. Ball
Charlotte F. Ball

9 5 5 9 1 1 5

Lot #15 (4824 Old Maysville) Kenneth E. Francis
Kenneth E. Francis

Lot #16 (4832 Old Maysville) Mary Louise Katras
Mary Louise Katras
Theodore E. Katras
Theodore E. Katras

Lot #17 (1123 Caribe) Betty Jean Fineout
Betty J Fineout
Clifford W. Fineout
Clifford W. Fineout

Lot #18 (1115 Caribe) Jarret Ainsworth
Jarret Ainsworth

Lot #19 (1107 Caribe) Sandra B. Liddell
Sandra B. Liddell

Lot #20 (1021 Caribe) Jacqueline S. Stine
Jacqueline S. Stine

Lot #21 (1011 Caribe) Cynthia D. Boos
Cynthia D. Boos
Brian R. Boos
Brian R. Boos

9 5 5 9 1 1 5

Lot #22 (1005 Caribe)

Teresa Croteau ✓
Teresa Croteau

Lot #23 (921 Caribe)

Jayne P. VanWinkle
Jayne P. VanWinkle
Robert E. VanWinkle
Robert E. VanWinkle

Lot #24 (915 Caribe)

June T. Kneller
June T. Kneller
Harold J. Kneller
Harold J. Kneller

Lot #25 (907 Caribe)

Betty L. Foltz
Betty L. Foltz
Robert W. Foltz
Robert W. Foltz

Lot #26 (821 Caribe)

Marilyn Carrington
Marilyn Carrington

Lot #27 (815 Caribe)

Frances Crist
Frances Crist

Lot #28 (807 Caribe)

W. Louise Rennecker
W. Louise Rennecker
Ralph W. Rennecker
Ralph W. Rennecker

Lot #29 (801 Caribe)

Martha A. O'Neal
Martha A. O'Neal
Charles H. O'Neal (Deceased)
Charles H. O'Neal (Deceased)

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Lot #30 (715 Caribe)

Joseph S. Neuhouser

Lot #31 (705 Caribe)

Mark S. Scholte
Mark Scholte

Lot #32 (710 Caribe)

Janice M. Sherman
Janice M. Sherman
Thomas T. Sherman Jr
Thomas T. Sherman, Jr.

Lot #33 (4916 Nassau)

Kerry Ann Johnson
Kerry Ann Johnson
Hal R. Johnson
Hal R. Johnson

Lot #34 (4924 Nassau)

Audrey R. Stier
Audrey R. Stier
James S. Stier
James S. Stier

Lot #35 (4930 Nassau)

Charles W. Prine

Charles W. Prine

Lot #36 (4936 Nassau)

Lot #37 (5008 Nassau)

Carole L. Graft
Carole L. Graft
Ronald W. Graft
Ronald W. Graft

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Lot #38 (5016 Nassau)

Judith L. Etter
Judith L. Etter
Louis A. Etter
Louis A. Etter

Lot #39 (5022 Nassau)

Clara D. Harris
Clara D. Harris
Robert D. Harris
Robert D. Harris

Lot #40 (5030 Nassau)

Joseph L. Gudas Jr.
Joseph L. Gudas, Jr.
Marcia A. Gudas (Deceased)
Marcia A. Gudas (Deceased)

Lot #41 (5036 Nassau)

Sandra K. Ream
Sandra K. Ream
Dayton F. Ream
Dayton F. Ream

Lot #42 (5102 Nassau)

Cheryl A. Livingston
Cheryl A. Livingston
Jay R. Livingston
Jay R. Livingston

Lot #43 (5110 Nassau)

Judith E. Atteberry
Judith E. Atteberry

Lot #44 (5116 Nassau)

Jeanne M. Kanable
Jeanne M. Kanable
David P. Kanable
David P. Kanable

Lot #45 (5124 Nassau)

Waneta Cummick
Waneta Cummick
Samuel F. Cummick
Samuel F. Cummick

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Lot #46 (5132 Nassau)

Frieda L. Stavenik
Frieda L. Stavenik

William H. Stavenik (Deceased)

Lot #47 (5208 Nassau)

Emma A. MacDonald
Emma A. MacDonald

Lot #48 (5216 Nassau)

Emmalee B. Wade
Emmalee B. Wade

Lot #49 (5220 Nassau)

Nancy J. Vendrely
Nancy J. Vendrely

Lot #50 (5232 Nassau)

James Ball
James Ball

Lot #51 (5236 Nassau)

Bodil T. Rasmussen
Bodil T. Rasmussen

John Rasmussen
John Rasmussen

Lot #52 (802 Bimini)

Ila Macgregor
Ila Macgregor

Lot #53 (810 Bimini)

Katherine M. Lepley
Katherine M. Lepley

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Lot #54 (816 Bimini)

Teresa L. Gremaux
Teresa L. Gremaux
Ronald J. Gremaux
Ronald J. Gremaux

Lot #55 (824 Bimini)

Linda L. Walda
Linda L. Walda
George N. Walda
George N. Walda

Lot #56 (830 Bimini)

Philip G. Kennerk
Philip G. Kennerk

Lot #57 (5310 Martinique)

Carol A. Quirk
Carol A. Quirk
Elien M. Russell
Elien M. Russell

Lot #58 (825 Bimini)

Diane M. Beyer
Diane M. Beyer

Lot #59 (819 Bimini)

Helen C. Rodenbeck
Helen C. Rodenbeck
Melvin H. Rodenbeck
Melvin H. Rodenbeck

Lot #60 (809 Bimini)

Karen K. Wood
Karen K. Wood

Lot #61 (5215 Nassau)

Neal G. Heaton
Neal G. Heaton
Marie E. Heaton (Deceased)
Marie E. Heaton (Deceased)

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Lot #62 (808 San Juan Circle) Agnes M. Schnelker
Agnes M. Schnelker
Oliver G. Schnelker
Oliver G. Schnelker

Lot #63 (816 San Juan Circle) Carol L. Guth
Carol L. Guth
Gerald R. Guth
Gerald R. Guth

Lot #64 (822 San Juan Circle) Robert Creek
Robert Creek
Cynthia Creek
Cynthia Creek

Lot #65 (815 San Juan Circle) Mary S. Meaux
Mary S. Meaux
Curlis A. Meaux
Curlis A. Meaux

Lot #66 (807 San Juan Circle) Jerry D. Mitchell
Jerry D. Mitchell

Lot #67 (5115 Nassau) _____
Marjorie A. Monnier

Lot #68 (5035 Bahama) Janet B. Vodinh
Janet B. Vodinh
Karen Weber
Karen Weber

Lot #69 (5033 Nassau) Marjorie R. Van Wald
Marjorie R. Van Wald

Arthur E. Van Wald (Deceased)



Lot #70 (5023 Nassau)

Myra M. Carrier
Myra M. Carrier

Jeffrey J. Carrier
Jeffrey J. Carrier

Lot #71 (5017 Nassau)

Lawrence E. Christner
Lawrence E. Christner

Patsy M. Christner
Patsy M. Christner

Lot #72 (5009 Nassau)

Stacy K. Gage
Stacy K. Gage

Colleen M. Gage
Colleen M. Gage

Lot #73 (5001 Nassau)

Sherry A. Tunks
Sherry A. Tunks

Lot #74 (4931 Nassau)

Cathleen A. Wyant
Cathleen A. Wyant

Lot #75 (4923 Nassau)

Kristin B. Riley
Kristin B. Riley

Addison J. Riley
Addison J. Riley

Lot #76 (4916 Nassau)

Regina T. LaRue
Regina T. LaRue

Herman E. LaRue
Herman E. LaRue

Lot #77 (806 Caribe)

Marjorie J. Hoffert
Marjorie J. Hoffert

Russell C. Hoffert
Russell C. Hoffert

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Lot #78 (814 Caribe)

Robert L. Albertson
Robert L. Albertson
Doris Albertson
Doris Albertson

Lot #79 (820 Caribe)

Dolores C. Klejnot
Dolores C. Klejnot

Lot #80 (910 Caribe)

Cindy C. Sumney-Hany
Cindy C. Sumney-Hany
Michael Hany
Michael Hany

Lot #81 (4908 Bahama)

Michael P. Murphy
Michael P. Murphy
Sherri L. Murphy
Sherri L. Murphy

Lot #82 (4914 Bahama)

Mervil L. Patterson
Mervil L. Patterson

Mary E. Patterson
Mary E. Patterson

Lot #83 (4920 Bahama)

Michelle F. Harber
Michelle F. Harber
Donald E. Harber, II
Donald E. Harber, II

Lot #84 (4926 Bahama)

Barbara J. Gustafson
Barbara J. Gustafson

Lot #85 (4932 Bahama)

John R. Armbrust
John R. Armbrust
D. Lenore Armbrust (Deceased)

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Lot #86 (5002 Bahama)

Beatrice H. Snodgrass

James Max Snodgrass

Lot #87 (5006 Bahama)

Rebecca L. Martin-Boone

Rebecca L. Martin-Boone

Richard L. Boone

Richard L. Boone

Lot #88 (5016 Bahama)

John T. Drefke

John T. Drefke

Lot #89 (5026 Bahama)

Michael E. Bierbaum

Michael E. Bierbaum

Lot #90 (5031 Bahama)

Lori A. Wagner

Lori A. Wagner

John Wagner

John Wagner

Lot #91 (5027 Bahama)

Ruth E. Bowser

Ruth E. Bowser

Donald P. Bowser

Donald P. Bowser

Lot #92 (5021 Bahama)

Esther M. Hileman

Esther M. Hileman

Thomas L. Hileman

Thomas L. Hileman

Lot #93 (5017 Bahama)

Ethel L. Schaper

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Lot #94 (5011 Bahama)

Barbara P. Roth
Barbara P. Roth

John S. Roth
John S. Roth

Lot #95 (5005 Bahama)

Barbara J. Wyckoff
Barbara J. Wyckoff

Warren H. Wyckoff
Warren H. Wyckoff

Lot #96 (5008 Martinique)

Joan Ellen Roemke
Joan Ellen Roemke

Michael C. Roemke
Michael C. Roemke

Lot #97 (5020 Martinique)

Susan M. Arnold
Susan M. Arnold

Irvin H. Arnold
Irvin H. Arnold

Lot #98 (5028 Martinique)

Evelyn C. Hunter

David A. Hunter

Lot #99 (5036 Martinique)

Ula D. Parris

Lot #100 (5108 Martinique)

Carol J. Renner

Lot #101 (5114 Martinique)

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Lot #102 (5120 Martinique)

Linda K. Stoffer
Linda K. Stoffer
John Stoffer
John Stoffer

Lot #103 (5126 Martinique)

Cynthia K. DeWolfe
Cynthia K. DeWolfe
Timothy D. DeWolfe
Timothy D. DeWolfe

Lot #104 (5204 Martinique)

Nancy Brier
Nancy Brier
John C. Brier
John C. Brier

Lot #105 (5212 Martinique)

Virginia M. Knepper
Virginia M. Knepper
Donald J. Knepper
Donald J. Knepper

Lot #106 (833 Bimini)

Christine N. Potter
Christine N. Potter
Thomas A. Potter
Thomas A. Potter

Lot #107 (5311 Martinique)

B. Ensor Conine
B. Ensor Conine
Dilemma B. Conine
Dilemma B. Conine

Lot #108 (5305 Martinique)

Georgianna Brown
Georgianna Brown
Scott R. Brown
Scott R. Brown

Lot #109 (5225 Martinique)

Rebecca K. Gerig-Swygart
Rebecca K. Gerig-Swygart

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Lot #110 (5219 Martinique)

Dana S. Hoffer
Dana S. Hoffer
Dale R. Hoffer
Dale R. Hoffer

Lot #111 (5211 Martinique)

Margaret C. Rossi
Margaret C. Rossi
Mark Rossi
Mark Rossi

Lot #112 (5203 Martinique)

Coleen J. Rowlett
Coleen J. Rowlett

Lot #113 (5127 Martinique)

Barbara A. Elam
Barbara A. Elam

Lot #114 (5117 Martinique)

Alice L. Forsberg
Alice L. Forsberg
Peter S. Forsberg
Peter S. Forsberg

Lot #115 (5107 Martinique)

Terrilyn M. Stinson
Terrilyn M. Stinson
Matthew R. Stinson
Matthew R. Stinson

Lot #116 (5101 Martinique)

Margaret N. Shaffer
Margaret N. Shaffer

Harry R. Shaffer
Harry R. Shaffer

Lot #117 (5031 Martinique)

Sheri J. Huntman
Sheri J. Huntman

Timothy C. Huntman
Timothy C. Huntman

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Lot #118 (5023 Martinique)

Marion E. Schnuth
Marion E. Schnuth

Raymond L. Schnuth
Raymond L. Schnuth

Lot #119 (5015 Martinique)

Carolyn Parrot

Norbert O. Parrot

Lot #120 (5009 Martinique)

Sylvia L. Hyman
Sylvia L. Hyman

Keith L. Hyman
Keith L. Hyman

Lot #121 (5005 Martinique)

Harriet J. Ulmer

Harriet J. Ulmer

Lot #122 (5003 Martinique)

Patricia Walker
Patricia Walker

Lot #123 (5001 Martinique)

Kay E. Gillespie
Kay E. Gillespie

Lot #124 (907 Andros)

Donna M. Helm
Donna M. Helm

Gene A. Helm
Gene A. Helm

Lot #125 (4927 Bahama)

Elizabeth Furge
Elizabeth Furge

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Lot #126 (4917 Bahama)

Ronald W. Graft

Carole L. Graft

Lot #127 (4911 Bahama)

Jutta Lyons
Jutta Lyons

James Lyons
James Lyons

Lot #128 (4907 Bahama)

Marilyn K. Gallatin

Lot #129 (617 Caribe)

Angelina C. Amey
Angelina C. Amey

William F. Amey, Jr.
William F. Amey, Jr.

Lot #130 (603 Caribe)

Thelma I. Winebrenner
Thelma I. Winebrenner

Lot #131 (606 Reed)

Delmar J. Proctor, Jr.
Delmar J. Proctor, Jr.

Ruth A. Proctor
Ruth A. Proctor

Lot #132 (616 Reed)

Ronald Rumbaugh

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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 following:

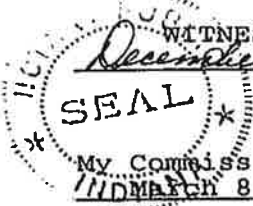
Lot #1 (706 Reed)	Beverly L. Klejnot Chester J. Klejnot
Lot #13 (1120 Reed)	Janet M. Schaefer-Moore Jeff J. Moore
Lot #16 (4832 Old Maysville)	Mary Louise Katras Theodore E. Katras
Lot #17 (1123 Caribe)	Betty J. Fineout Clifford W. Fineout
Lot #23 (921 Caribe)	Jayne P. VanWinkle Robert E. VanWinkle
Lot #25 (907 Caribe)	Betty L. Foltz Robert W. Foltz
Lot #26 (821 Caribe)	Marilyn Carrington
Lot #39 (5022 Nassau)	Clara D. Harris Robert D. Harris
Lot #42 (5102 Nassau)	Cheryl A. Livingston Jay R. Livingston
Lot #43 (5110 Nassau)	Judith E. Atteberry
Lot #49 (5220 Nassau)	Nancy J. Vendrely
Lot #53 (810 Bimini)	Katherine M. Lepley
Lot #57 (5310 Martinique)	Carol A. Quirk Ellen M. Russell
Lot #58 (825 Bimini)	Diane M. Beyer
Lot #61 (5215 Nassau)	Neal G. Heaton
Lot #83 (4920 Bahama)	Michelle F. Harber Donald E. Harber, II
Lot #96 (5008 Martinique)	Joan Ellen Roemke Michael C. Roemke
Lot #102 (5120 Martinique)	Linda K. Stoffer John Stoffer

9 5 5 9 1 1 5

Lot #103 (5126 Martinique)	Cynthia K. DeWolfe Timothy D. DeWolfe
Lot #109 (5225 Martinique)	Rebecca K. Gerig-Swygart
Lot #111 (5211 Martinique)	Margaret C. Rossi Mark Rossi
Lot #112 (5203 Martinique)	Coleen J. Rowlett
Lot #113 (5127 Martinique)	Barbara A. Elam
Lot #115 (5107 Martinique)	Terrilyn M. Stinson Matthew R. Stinson
Lot #118 (5023 Martinique)	Marion E. Schnuth Raymond L. Schnuth
Lot #122 (5003 Martinique)	Patricia Walker
Lot #123 (5001 Martinique)	Kay E. Gillespie
Lot #124 (907 Andros)	Donna M. Helm Gene A. Helm

who acknowledged the execution of the foregoing Third Amendment to Restrictive Covenants.

WITNESS my hand and Notarial Seal this 1st day of December, 1995.



Sylvia L. Hyman
Sylvia L. Hyman, Notary Public
Residing in Allen County, IN

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the following:

Lot #6 (902 Reed)	Kelly Roth-Henry Douglas M. Henry
Lot #8 (918 Reed)	Susan Kay Muhn
Lot #14 (4812 Old Maysville)	Floyd F. Ball Charlotte F. Ball
Lot #15 (4824 Old Maysville)	Kenneth E. Francis
Lot #18 (1115 Caribe)	Janet Ainsworth

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Lot #19 (1107 Caribe)	Sandra B. Liddell
Lot #20 (1021 Caribe)	Jacqueline S. Stine
Lot #21 (1011 Caribe)	Cynthia D. Boos Brian R. Boos
Lot #22 (1005 Caribe)	Teresa Croteau
Lot #24 (915 Caribe)	June I. Kneller Harold J. Kneller
Lot #27 (815 Caribe)	Frances Crist
Lot #29 (801 Caribe)	Martha A. O'Neal
Lot #31 (705 Caribe)	Mark Scholte
Lot #32 (710 Caribe)	Janice M. Sherman Thomas T. Sherman, Jr.
Lot #33 (4916 Nassau)	Kerry Ann Johnson Hal R. Johnson
Lot #34 (4924 Nassau)	Audrey R. Stier James S. Stier
Lot #35 (4930 Nassau)	Charles W. Prine
Lot #37 (5008 Nassau)	Carole L. Graft Ronald W. Graft
Lot #38 (5016 Nassau)	Judith L. Etter Louis A. Etter
Lot #40 (5030 Nassau)	Joseph L. Gudas, Jr.
Lot #41 (5036 Nassau)	Sandra K. Ream Dayton F. Ream
Lot #44 (5116 Nassau)	Jeanne M. Kanable David P. Kanable
Lot #46 (5132 Nassau)	Frieda L. Stavenik
Lot #47 (5208 Nassau)	Emma A. MacDonald
Lot #48 (5216 Nassau)	Emmalee B. Wade
Lot #50 (5232 Nassau)	James Ball
Lot #51 (5236 Nassau)	Bodil T. Rasmussen Johni Rasmussen
Lot #52 (802 Bimini)	Ila Macgregor

9 5 5 9 1 1 5

Lot #54 (816 Bimini)	Teresa L. Gremaux Ronald J. Gremaux
Lot #55 (824 Bimini)	Linda L. Walda George N. Walda
Lot #59 (819 Bimini)	Helen C. Rodenbeck Melvin H. Rodenbeck
Lot #62 (808 San Juan Circle)	Agnes M. Schnelker Oliver G. Schnelker
Lot #63 (816 San Juan Circle)	Carol L. Guth Gerald R. Guth
Lot #64 (822 San Juan Circle)	Robert Creek Cynthia Creek
Lot #65 (815 San Juan Circle)	Mary S. Meaux Curlis A. Meaux
Lot #66 (807 San Juan Circle)	Jerry D. Mitchell
Lot #68 (5035 Bahama)	Janet D. Vodinh Karen Weber
Lot #69 (5033 Nassau)	Marjorie R. Van Wald
Lot #70 (5023 Nassau)	Myra M. Carrier Jeffrey J. Carrier
Lot #71 (5017 Nassau)	Lawrence E. Christner Patsy M. Christner
Lot #72 (5009 Nassau)	Stacy K. Gage Colleen M. Gage
Lot #73 (5001 Nassau)	Sherry A. Tunks
Lot #74 (4931 Nassau)	Cathleen A. Wyant
Lot #75 (4923 Nassau)	Kristin B. Riley Addison J. Riley
Lot #76 (4916 Nassau)	Regina T. LaRue Herman E. LaRue
Lot #78 (814 Caribe)	Robert L. Albertson Doris Albertson
Lot #79 (820 Caribe)	Dolores C. Klejnot
Lot #80 (910 Caribe)	Cindy C. Sumney-Hany Michael Hany

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Lot #81 (4908 Bahama)	Michael P. Murphy Sherri L. Murphy
Lot #84 (4926 Bahama)	Barbara J. Gustafson
Lot #85 (4932 Bahama)	John R. Armbrust
Lot #87 (5006 Bahama)	Rebecca L. Martin-Boone Richard L. Boone
Lot #88 (5016 Bahama)	John T. Drefke
Lot #89 (5026 Bahama)	Michael E. Bierbaum
Lot #90 (5031 Bahama)	Lori A. Wagner John J. Wagner
Lot #91 (5027 Bahama)	Ruth E. Bowser Donald P. Bowser
Lot #92 (5021 Bahama)	Esther M. Hileman Thomas L. Hileman
Lot #94 (5011 Bahama)	Barbara P. Roth John S. Roth
Lot #95 (5005 Bahama)	Barbara J. Wyckoff Warren H. Wyckoff
Lot #97 (5020 Martinique)	Susan M. Arnold Irvin H. Arnold
Lot #104 (5204 Martinique)	Nancy Brier John C. Brier
Lot #105 (5212 Martinique)	Virginia M. Knepper Donald J. Knepper
Lot #106 (833 Bimini)	Christine N. Potter Thomas A. Potter
Lot #110 (5219 Martinique)	Dana S. Hoffer Dale R. Hoffer
Lot #114 (5117 Martinique)	Alice L. Forsberg Peter S. Forsberg
Lot #120 (5509 Martinique)	Sylvia L. Hyman Keith L. Hyman
Lot #121 (5005 Martinique)	Harriet J. Ulmer
Lot #125 (4927 Bahama)	Elizabeth Furge
Lot #127 (4911 Bahama)	Jutta Lyons

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Lot #129 (617 Caribe)

James Lyons

Angelina C. Amey
William F. Amey, Jr.

Lot #130 (603 Caribe)

Thelma I. Winebrenner

Lot #131 (606 Reed)

Delmar J. Proctor, Jr.
Ruth A. Proctor

who acknowledged the execution of the foregoing Third Amendment to Restrictive Covenants.

WITNESS my hand and Notarial Seal this 1st day of December, 1995.



Diane M. Beyer
Diane M. Beyer, Notary Public
Residing in Allen County, IN

This instrument prepared by
and upon recordation return to:

David R. Smelko, Attorney-at-Law
ROTHBERG, GALLMEYER,
FRUECHTENICHT & LOGAN
P.O. Box 11647
Fort Wayne, Indiana 46859

95 59 115