

**AMENDED AND RESTATED PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS AND EASEMENTS FOR  
SHORDON ESTATES SECTIONS I, II, III AND IV**

The undersigned, representing at least an aggregate of sixty percent (60%) of the owners of all lots that comprise Shordon Estates, situated within one of the following Sections: Shordon Estates, Section I, recorded as Document No. 72-16110 in Book 34, Pages 49-50, Section II, recorded as Document No. 74-20465 in Book 37, Page 15, Section III, recorded as Document No. 77-30309 in Book 40, Page 37, and Section IV recorded as Document No. 79-12471 in Book 42, Pages 94-97, all in the Office of the Recorder of Allen County, Indiana, hereby approve this Amended and Restated Protective Restrictions, Covenants, Limitations and Easements for Shordon Estates, Sections I through IV, a subdivision in St. Joseph Township, Allen County, Indiana.

These Covenants are for the mutual benefit and protection of the current and future Owners of any and all Lots. All Owners, as a member of the Association, agree to abide by the Covenants. These Covenants shall furthermore:

All dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown and designated are hereby expressly dedicated to the public use for the usual and intended purposes.

The restrictions and limitation imposed upon the lots in said Addition are as follows:

1. No lot shall be used except for residential purposes. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, and private garage for not more than four cars.

2. No lot may be subdivided to form units of less area, nor shall more than one (1) building for principal use be erected on any lot. No combination of lots may be further subdivided unless the New Haven City Plan Commission therefore shall have obtained approval.

3. No dwelling may be permitted on any lot at cost of less than Fourteen Thousand Dollars (\$14,000.00) based upon the cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded to the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than nine hundred (900) square feet for a dwelling of one-story, nor less than six hundred fifty (650) square feet for a dwelling of more than one-story.

4. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorder plat. No building shall be located nearer than a distance of ten percent (10%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty-five percent (25%) feet to the rear lot line. No buildings shall be erected within the public easements indicated on the plat, and in any event, no garage may be located nearer than seven (7) feet to the rear lot line. The removal of any obstruction by a utility company from a utility easement shall in no way obligate the utility company in damages or to restore said obstruction to its original form.

5. No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than nine thousand (9,000) square feet.

6. No lot shall be used at any time for a temporary residence nor shall any temporary residential structure or abode of any kind be permitted at any time on any lot. This restriction is intended to prevent living in a trailer, garage, or any kind of vehicles, structure, or building except a permanent residence. The use of roll siding or roll roofing in the exterior finish of any building will not be permitted.

7. No fences shall be constructed on any lot in said Addition nearer to the front property line thereof than the building line as set forth in the plat of said Addition, but this restriction shall not prevent the planting of shrubbery or hedges for ornamental and decorative purposes. Said hedges or shrubbery, however, shall not exceed thirty-six (36) inches in height.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot in area, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise property during the construction and sales period.

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

10. All driveways between any garage and any street shall be of a minimum width of nine (9) feet and shall be constructed of concrete.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be placed in sanitary containers. All incinerators or other containers for the storage or disposal of such material shall be kept clean and sanitary.

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

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines. or in case of rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain such distances from the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat and on the rear seven (7) feet of each lot, or as shown on the plat for the construction of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of utilities, telephonic service, construction and maintenance of drains, sewers, pipe lines, gas, water and heat and for any other public or quasi-public utility or function. Any municipal, public or quasi-public corporation engaged in supplying any one or more of the above utilities will have the right to enter upon said easement for any purpose for which said easements are reserved. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi-public corporation) and removal of any obstructions by any such utility company shall in no way obligate the utility company to pay damages or to restore any such removed obstruction to its original form. All such obstructions, whether temporary or permanent, shall be subject to the paramount rights of any such utility company to construct, install, repair, maintain or replace its utilities and/or sewer installations.

15. Every person or entity who is a record owner of any lot or tract in the Shordon Estates Subdivision shall be a Class A member of the association called New Shordon Estates, Inc., an Indiana not-for-profit corporation ("Association"). Membership in the Association shall be appurtenant to, and may not be separated from ownership of a lot, and membership shall be deemed an adjunct covenant running with the land. Each such Class A member and the lot or tracts owned by them shall be subject to the Articles of Incorporation, By-Laws, Rules and Regulations of New Shordon Estates, Inc., or its duly qualified successor.

16. Covenant for maintenance assessments:

- a. Creation of the Lien and Personal Obligation of Assessments. Each owner hereby covenants, and each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expresses in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

- b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents of Shordon Estates and for the improvement thereon.
- c. Maximum Annual Assessment. The maximum annual assessment shall be set by the Board each year to meet the anticipated budgetary needs of the Association. The annual assessment in any year may not exceed seventy-five dollars (\$75.00) unless it is approved by a vote of the membership constituting a quorum at a meeting called for this purpose.
- d. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 75% of the members, and provided, further, that no such special assessment for any such purpose shall be made if the taking of such assessment shall in any way jeopardize or affect the Association's ability to improve and maintain its Common Areas.

17. No driveways, or any other means of ingress and egress shall be permitted directly to the Long Road with regard to Lots Numbered 1, 12, 13, 14 and 45. Any type or form of ingress and egress to those said lots shall be permitted on Sandstone Court only with regard to Lots 12, 13 and 14; with regard to Lots 1 and 45, ingress and egress shall be permitted by means of Fox Home drive only.

18. Before any dwelling on any lot in the subdivision shall be occupied, all improvements serving said lot as provided in the plan and specification filed with the New Haven Plan Commission shall have been previously installed.

19. Before any lot or tract may be used or occupied, such user or occupier shall first obtain from the New Haven Zoning Administrator the Improvement Location Permit and the Certificate of Occupancy required by the New Haven Plan Commission and/or from any other Zoning Administrator, Board of Zoning Appeals or Plan Commission that may from time to time be required by law.

20. No rain and storm water run off or such things as roof water, street pavements and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewer System, which shall be a separate sewer system from the Storm Water Run Off Sewer System. No sanitary sewerage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Run Off Sewer System.

21. Architectural Control:

- a. No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, this article will be deemed to have been fully complied with.
- b. No noxious, offensive or commercial activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
  - (i) No structure of a temporary character, no trailer, boat trailer, camper or camping trailer, no basement tent, shack, unattached garage, barn or other outbuilding (excepting a storage shed approved under Section 22a. above) shall be constructed, erected, located or used on any lot for any

purpose, including use as a residence, either temporarily or permanently; provided, however, that basements may be constructed in connection with the construction and use of a residential building.

- (ii) No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked unguarded on any lot for periods in excess of 48 hours, or for a period of which in the aggregate is in excess of 8 days per calendar year. A "truck" is defined for this purpose as one which is rate one ton or more.

22. The protections, obligations, restrictions and limitations set forth in these Covenants shall be construed as and shall be covenants running with the land and shall be binding upon all Owners of any Lot or real property within the Subdivision and all persons claiming under them; and except as provided in subparagraph (b) below, shall continue in existence for a period of 25 years from the date of recording hereof and thereafter shall be automatically extended for successive periods of 10 years each; provided, however, that nothing contained in this Section 9.01 shall limit or alter in any way whatsoever any right, statutory or otherwise, to vacate the plat or any portion thereof.

23. These Covenants may be amended, replaced, or changed upon the approval of: (1) the Association Board; and (2) a majority (60% or more) of the Owners of the Lots in the Subdivision. Board approval of the Covenant changes may be obtained through a motion or resolution that is properly presented and voted upon during any regular Board meeting. Such approval shall be documented in the minutes of such meeting. Owner approval of the Covenant changes may be obtained through a signed petition in which the Owners indicate their respective approval or disapproval of the proposed Covenant changes. The individual or individuals who sign the petition as the Owner(s) verifies that he/she/they have authority to sign the petition as the Owner(s), as the Board will rely on this representation when verifying to the County Recorder that the signatures collected on the Covenant change petitions are valid. The provisions of any amendment shall become effective upon the recording of a copy of the agreement making such amendment in the Office of the Recorder of Allen County, Indiana.

24. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

25. In the event the Association shall be successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien or charge now or hereinafter imposed by the provisions of the Amended and Restated Protective Restrictions, Covenants, Limitations and Easements, such party shall be entitled to recover from the party against whom the proceeding was

brought all of the attorney fees and related costs and expenses incurred in such proceeding.

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

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The undersigned Owners, by signing below agree to and vote in favor of the Amended and Restated Restrictions, Covenants, Limitations and Easements for Shordon Estates Sections I, II, III and IV.

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Mail to: Beckman Box