

AMENDMENT TO RESTRICTIVE COVENANTS
OF BLUE RIVER TRAILS SUBDIVISION
SECTION ONE AND SECTION TWO

The undersigned, being the current owners of record of the numbered lots in Blue River Trails Subdivision Section One and Section Two located in Shelby County, Indiana, pursuant to Covenant Number 13 of Section One and Covenant Number 13 of Section Two as same are duly recorded in the Office of the Shelby County Recorder at Plat Book 6, page 28 recorded September 7, 1973, Plat Book 6, page 78 recorded February 11, 1985 and Plate Book 6, page 102 and 103 recorded August 7, 1989 as shown on the duly recorded Plat of said Sections of Blue River Trails do hereby consent to and vote to change said restrictive covenants and any amendments thereto previously filed of record in their entirety relative to Section One and Section Two as follows:

The Lots In This Subdivision, Hereinafter Defined As Section One And Section Two Of Blue River Trails, And The Use Of The Lots In This Subdivision By Present And Future Owners Or Occupants Shall Be Subject To The Following Conditions And Restrictions, Which Shall Run With The Land.

1. All Numbered Lots, With The Exception Of Lot Number 94, In The Subdivision Shall Be Known And Described As Residential Lots Only. No Structure Shall Hereafter Be Erected, Altered, Placed Or Permitted To Remain On Any Numbered Lot Other Than One Detached Single Family Dwelling, And One Other Structure Appurtenant To Such Residence, Which May Be A Garage Or Utility Building But Not A Pole Barn Or Commercial Building. No Structure Or Improvements Of Any Kind Shall Be Erected Across Established Property Lines Regardless Of Commonality Of Ownership.
2. No Lot Shall Hereafter Be Divided Or Assembled With Any Contiguous Lot Without The Prior Written Consent Of All Of The Owners Of Lots In The Subdivision.
3. No Trailer, Modular Home, Pre-Fabricated Home, Earth Home, Concrete Block Structure, Tent, Shack, Barn Or Other Outbuilding Or Structure Shall Be Erected Or Used As A Residence, Temporarily Or Permanently, Nor Shall Any Structure Of Temporary Character Be Used As A Residence. No Outside Privy Shall Be Permitted To Be Erected Or Remain On Any Lot, Other Than During Periods Of Construction Of Improvements.
4. No Commercial Trade Or Activity Shall Be Conducted On Any Lot In The Subdivision. Nor Shall Anything Be Done Which May Become An Annoyance Or Nuisance To The Owners Of The Lots In The Subdivision.
5. No Dog Kennel Or Hospital, Commercial Or Otherwise, Shall Be Permitted On Any Lot In The Subdivision. However, This Shall Not Prohibit Any Resident From Having Domestic Pets. Any Resident Having A Domestic Pet Shall Be Responsible For Keeping The Pet Properly Restrained At All Times And Shall Clean Up Any Waste Generated By Said Pet.
6. Easements Are Reserved For Utility Construction And Maintenance. The Streets Are Dedicated For Public Use.
7. No Residence Shall Be Erected, Altered, Placed Or Permitted To Remain Upon Any Lot Except Such As Shall Have A Ground Floor Area, Excluding Porches, Decks and Attached Garages Of Not Less Than 1800 Square Feet In The Case Of A One Story Residence, Or 2000 Square Feet In The Case Of A Bi-Level, Tri-Level or Two Story Residence. All Residences Shall Have An Attached Two Car Garage. No Multiple Dwelling Shall Be Permitted On Any Lot. This Restriction Shall Not Be Applicable To Existing Improvements As Of The Date Hereof.
8. Any Person Or Legal Entity Taking Legal Title To A Lot In The Subdivision, After The Date Hereof, Will Be Required To Clear And Clean The Lot Of All Noxious Weeds, Debris And Underbrush As Necessary And Maintain The Lot At All Times Thereafter In A Manner Complementary To The Other Lots In The Subdivision. Once Construction Begins, On Any Lot In The Subdivision, It Shall Be Completed In A Timely Fashion And The Owner Shall Be Responsible For Keeping The Public Thoroughfares Free Of Mud, Construction Debris Or Any Other Obstructions.

9. No Private Or Semi-Public Water Supply Or Sewage Disposal System May Be Located Upon Or Adjacent To Any Lot In The Subdivision That Is Not In Compliance With The Regulations Or Procedures As Provided By The Indiana State Board Of Health Or Other Civil Authority Having Jurisdiction. No Septic Tank Or Absorption Field Shall Be Located Or Constructed Upon Any Lot Except As Approved By Said Health Authority.
10. A Front Building Set-Back Line Is Hereby Established As Shown On The Plat. No Permanent Structures, Exclusive Of Fences, Shall Be Erected Closer, To Any Established Side Lot Line, Than 15 Feet. All Homes Are To Face The Public Thoroughfare Providing Access To The Lot.
11. All Lots Shall Be Graded In Accordance With FHA Minimum Property Standards.
12. Lot Number 94, As Designated On The Plat Of Section One, Shall Be Deeded To A Not-For- Profit Corporation, To Be Organized As Provided For Under Covenant Number 13 Hereof. However, The Developer Shall Insure, Maintain And Pay All Applicable Real Estate Taxes On Said Lot Until Such Time As A Deed Is Executed Delivered And Accepted By Said Not- For-Profit Corporation. Lot Number 94 Shall Not Be Used For Residential Purposes, But Shall Be For The Private Recreational Use Of The Owners Of Lots In The Subdivision As Defined From Time To Time By The Majority Of The Current Owners Of Lots In The Subdivision. The Use Of Firearms On Lot Number 94 Is Strictly Prohibited.
13. A Not-For Profit Corporation Shall Be Organized For The Purpose Of Insuring, Developing And Maintaining Lot Number 94 For Recreational Purposes. Said Corporation Shall Also Be Responsible For Providing And Maintaining Other Common Amenities And Or Services As Deemed Appropriate From Time To Time By A Majority Of The Current Owners Of Lots In The Subdivision. All Current And Future Title Holders Of Lots In The Subdivision Agree By Virtue Of Ownership Of A Lot In Said Subdivision To Be Obligated For And Pay Their Proportionate Share Of The Cost Incurred On Behalf Of All Owners By Said Not-For-Profit Corporation.
14. These Restrictions Are To Run With The Land And Shall Be Binding On All Current Owners Of Record And Parties Accepting Or Taking Legal Title To Any Lot Or Lots In The Future And All Persons Claiming Under Them. These Restrictions Shall Remain In Full Force And Effect Unless And Until By A Vote Of 66% Of The Owners Of Lots In The Subdivision, Evidenced By A Written Document Properly Executed And Filed In The Public Records In Shelby County, Indiana, It Is Agreed To Amend, Modify, Change Or Terminate Same.
15. If Any Person Or Persons, Inclusive Of Legal Entities, Shall Violate Or Attempt To Violate Any Of The Covenants And Restrictions Herein Contained, It Shall Be Lawful For Any Person Or Persons Owning Any Lot Or Lots In The Subdivision Or The Not-For-Profit Corporation Referred To In Covenant Number 13 Herein To Individually Or Collectively Prosecute Any Proceeding At Law Or In Equity Against The Person Or Persons Violating Or Attempting To Violate Such Covenants And Restrictions, And To Recover Damages Or Injunction Or Both, Including Court Cost And Attorney Fees Incurred, For Such Violation Or Attempted Violation. Failure To Strictly Enforce Any Covenants And Restriction Contained Herein Shall Not Be Construed As A Waiver Of Same Or Any Subsequent Breach Of The Same Or Other Covenants And Restriction Shall Remain In Full Force And Effect At All Times.
16. If Any Covenant Or Restriction Contained Herein Is Deemed Invalid Or Unenforceable By An Appropriate Court Having Jurisdiction Over Such Matters Said Covenant Or Restriction Shall Be Null And Void. However, All Other Covenants Or Restrictions Shall Remain In Full Force And Effect.

IN WITNESS WHEREOF; This Indenture Has Been Executed By A Majority Of The Current Owners Of Record Of Blue River Trails Subdivision Section One And Section Two This The 12th day of NOVEMBER, 2004.

Lot #1

Living Trust Of Charles William & Patricia Catherine Schmelz

Lot #2

James E. & Robin K. McIntire