

For Amendment to restrictions and covenants  
Sec. 76 Page 451 (Delores Collings), Recorder

49-195-7338

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COVENANTS AND RESTRICTIONS FOR PARADISE BAY ESTATES

Lots 1-113  
in Parke County, Union Township, Indiana  
Sections 9 & 16- 15-N-6W

VOL 54 APR 6 1987 PAGE 306

Carl Huxford

Recorded in Plat Book 4 Page 265 Date 4-6-87 RECORDED PARKE COUNTY

Mar 4, 1992  
An amendment to this  
708 Restrictions  
Huxford 554  
order

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and common facilities and this end desire to subject the real property described herein to the covenants, restrictions, easements, charges and liens hereinafter set forth each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer and all future owners of said developed property, shall join together into an association for this purpose, an association which may, at the discretion of the majority of the voting members, after one year of operation, be incorporated into a not-for-profit Indiana corporation.

NOW, THEREFORE, the Developer declares that the real property described herein, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens ( sometimes referred to as "covenants and restrictions" hereinafter set forth.)

ARTICLE I  
DEFINITIONS

August 10, 2001  
For further amendments see  
Vol 87 Page 222 Carl Huxford  
Recorder

Section 1. The following words when used in this instrument or in any instrument supplemental thereto (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Paradise Bay Estates Owners Association, or successor corporation.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Restrictive Covenants Dedication, or any supplemental instrument under the provisions of Article II thereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of the Properties.
- (d) "Original Lot" shall mean lots as shown on approved and recorded plats which shall not include Common Properties.
- (e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any Original Lot situated upon The Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not mean or refer

and covenants, see vol. 73 page 18  
Delores Collings, Recorder

Dec 28, 2001  
Amendment to Restrictions Page 1 of 10  
- Vol 88 pg 138  
Carl Huxford, Recorder

March 27, 2007  
For Amended Covenants  
See Vol 101 Pg 274  
Carl Huxford, Recorder

to the mortgage except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1 hereof.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION;  
ADDITIONS THERETO

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Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictive Covenants, is located in Parke County, Indiana and is more particularly described as follows:

1. The Northeast quarter of the Southwest quarter of Section 16, Township 15 North, Range 6 West. Also, the East half of the Northwest quarter of the Southwest quarter of Section 16, Township 15 North Range 6 West containing in all 60 acres, more or less EXCEPT THE FOLLOWING:

(a) A tract consisting of 27.30 acres, more or less, conveyed to the United States of America and its assigns, by Fermine E. Sturgeon and Edith Sturgeon, his wife, on February 17, 1959, by a Warranty Deed of Conveyance recorded at 124 Deed Record 533 of the Record of Deeds at the office of the Recorder for Parke County, Indiana.

(b) A tract consisting of 17.78 acres, more or less, conveyed to the Indiana Department of Conservation by Fermine E. Sturgeon and Edith Sturgeon, his wife, on July 27, 1961, by a Warranty Deed of Conveyance recorded at 128 Deed Record 127 of the Record of Deeds at the office of the Recorder for Parke County, Indiana.

SUBJECT TO: The terms and conditions and restrictions upon tracts consisting of 3.24 acres, more or less, (A 118 E 1); 0.55 acres, more or less (A 118 E 2) and 5.12 acres, more or less (A 118 E 3) conveyed to the United States of America, and its assigns by Fermine E. Sturgeon and Edith Sturgeon, his wife on February 17, 1959, by a Warranty Deed of Flowage Easement recorded at 124 Deed Record 535 of the Record of Deeds at the Office of the Recorder for Parke County, Indiana, containing, less said two exceptions, 14.92 acres, more or less, subject to said Flowage Easement.

Situate in the State of Indiana, County of Parke and being a part of the Northwest quarter of Section 16 and part of the West half of Section 9 all in Township 15 North, Range 6 West of the Second Principal Meridian, more particularly described to-wit:

Beginning at a stone marking the Southwest corner of the Northwest quarter of Section 16, Township 15 North, Range 6 West; thence North 0 degrees 47 minutes 35 seconds East 5178.26 feet with the West line of said Northwest quarter and the West line of Section 9 to the South right-of-way of U. S. Highway 36; thence with the south right-of-way of said U. S. Highway 36 North 79 degrees 14 minutes 21 seconds East 186.53 feet; thence South 87 degrees 51 minutes 15 seconds East 485.12 feet; thence South 65 degrees 49 minutes 33 seconds East 88.90 feet to the U. S. Government severance line of Mansfield Indiana Reservoir as monumented in 1980; thence with said monumented line South 12 degrees 48 minutes 50 seconds East 118.04 feet; thence South 9 degrees 57 minutes 28 seconds East 73.19 feet; thence South 6 degrees 45 minutes 36 seconds West 199.98 feet; thence South 41 degrees 32 minutes 30 seconds East 187.27 feet; thence South 29 degrees 27 minutes 10 seconds East 345.20 feet; thence South 20 degrees 23 minutes 07 seconds East 254.10 feet; thence North 66 degrees 00 minutes 01 seconds East 242.96 feet; thence South 48 degrees 23 minutes 37 seconds East 197.70 feet; thence South 56 degrees 50 minutes 31 seconds East 198.78 feet; thence South 56 degrees 52 minutes 11 seconds East 238.61 feet; thence South 8 degrees 05 minutes 42 seconds East 230.39 feet; thence South 22 degrees 09 minutes 50 seconds East 247.59 feet; thence South 14 degrees 53 minutes 02 seconds West 249.74 feet; thence South 1 degree 33 minutes 12 seconds East 292.10 feet; thence South 13 degrees 41 minutes 15 seconds East 195.56 feet; thence South 58 degrees 30 minutes 30 seconds East 141.40 feet; thence South 59 degrees 57 minutes 00 seconds East 96.26 feet; thence south 1 degree 53 minutes 02 seconds West 265.47 feet; thence South 25 degrees 28 minutes 13 seconds West 200.14 feet; thence North 20 degrees 59 minutes 50 seconds West 197.53 feet; thence North 30 degrees 06 minutes 47 seconds West 302.69 feet; thence South 3 degrees 48 minutes 51 seconds West 142.64 feet; thence South 16 degrees 30 minutes 40 seconds West 253.78 feet; thence North 70 degrees 54 minutes 17 seconds West 381.06 feet; thence North 83 degrees 41 minutes 12 seconds West 365.68 feet; thence North 25 degrees 02 minutes 54 seconds West 215.96 feet; thence North 12 degrees 07 minutes 13 seconds West 180.62 feet; thence North 85 degrees 07 minutes 47 seconds West 170.35 feet; thence North 49 degrees 34 minutes 27 seconds West 185.86 feet; thence South 44 degrees 01 minute 18 seconds West 234.18 feet; thence South 81 degrees 50 minutes 47 seconds East 357.41 feet; thence South 2 degrees 15 minutes 46 seconds West 104.06 feet; thence South 3 degrees 56 minutes 23 seconds East 213.05 feet; thence South 82 degrees 09 minutes 14 seconds West 588.13 feet; thence South 79 degrees 18 minutes 47 seconds East 451.71 feet; thence South 79 degrees 51 minutes 13 seconds East 215.44 feet; thence South 74 degrees 01 minute 33 seconds East 93.76 feet; thence South 76 degrees 49 minutes 34 seconds East 375.72 feet; thence South 72 degrees 38 minutes 28 seconds East 261.58 feet; thence South 57 degrees 37 minutes 13 seconds East 90.52 feet; thence South 15 degrees 56 minutes 05 seconds West 321.20 feet; thence South 22 degrees 57 minutes 00 seconds West 379.66 feet; thence South 13 degrees 02 minutes 09 seconds West 214.18 feet; thence South 45 degrees 34 minutes 48 seconds West 265.61 feet; thence North 07 degrees 26 minutes 24 seconds West 236.47 feet; thence South 48 degrees 38 minutes 34 seconds West 160.03 feet; thence South 3 degrees 43 minutes 52 seconds West 256.22 feet; thence North 84 degrees 11 minutes 07 seconds West 268.84 feet; thence South 44 degrees 24 minutes 43 seconds East 177.99 feet; thence South 64 degrees 56 minutes 48 seconds West 98.84 feet; thence South 46 degrees 21 minutes 50

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seconds West 179.59 feet; thence South 81 degrees 25 minutes 57 seconds West 188.52 feet; thence South 61 degrees 27 minutes 07 seconds East 143.69 feet; thence North 79 degrees 06 minutes 55 seconds East 172.88 feet; thence South degrees 44 minutes 37 seconds East 107.18 feet; thence South 40 degrees 11 minutes 14 seconds West 124.02 feet; thence North 49 degrees 10 minutes 54 seconds East 229.88 feet; thence North 73 degrees 07 minutes 40 seconds East 163.74 feet; thence South 52 degrees 10 minutes 09 seconds East 150.03 feet; thence South 13 degrees 21 minutes 55 seconds West 361.12 feet to the South line of the Northwest quarter of the aforesaid Section 16; thence leaving the aforesaid severance line North 80 degrees 22 minutes 03 seconds West 1265.27 feet with the South line of said Northwest quarter to the point of beginning, containing 171.94 acres.

Subject to the Flowage Easement granted to the United States of America for the operations of Mansfield (Indiana) Reservoir and all other pertinent easements and rights-of-way of record.

Section 2. Additional plats. Within the area described in Article II, Section 1, all future plats approved by the Zoning Board of Parke County, Indiana, shall become subject to the assessment for their just share in Association expenses. Common properties which are subject to this declaration. The Developer's right to further subdivide shall not be held to bind him to do so. Any succeeding subdivisions shall carry with them the same covenants and restrictions, and will include any future amendments thereto.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION

Section 1. Membership

(a) Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within the Properties as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(b) Persons not holding an interest in any lot in said Properties may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.

Section 2. Voting Rights

The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership in Article III, Section 1 (a). When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and the vote for each such lot shall be exercised as they, among themselves, determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements or Enjoyment

Subject to the provisions of Article IV in Section 2, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Original Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(b) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(c) The Association shall have the right to charge reasonable admission or other fees for the use and maintenance of Common Properties and said fees and/or charges thereto shall become a lien against the voting property therein.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, being the owner of all the Properties, hereby covenants and each subsequent owner by acceptance of a deed or conveyance, be deemed to covenant and agree to pay to the Developer; and then when legally formed, the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge to the land and shall be a continuing lien upon the property against which each assessment is as hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents Paradise Bay Estates. Such maintenance and improvement shall include but not be limited to the payment of taxes, insurance, repair, replacement and addition thereto and the supervision thereof.

Section 3. There shall be assessed a \$100.00 membership fee for each lot as sold by the Developer by land contract or deed except in the case when a member owns more than one lot, then each additional membership fee shall be \$50.00 per additional lot. There will be a \$100.00 annual assessment per lot. However when a member owns more than one lot there shall be a \$50.00 annual assessment for each additional lot. Such assessments may be varied at the annual membership meetings by a two-thirds (2/3) majority of the voting members of said Association present, or at a meeting duly called for that purpose with thirty (30) days written notice mailed to each member, setting forth the purpose of said meeting, and a quorum being present in either case. Fees for the annual assessment will be prorated to January 1st of each year.

Section 4. The quorum required for any action authorized by this Article shall be as follows: At the first meeting called, as provided above, the presence of the meeting of Members or of proxies, entitled to cast sixty per cent (60%) of all votes of the membership shall constitute a quorum. If the required quorum not forthcoming at any meeting, another meeting may be called, subject to the requirement as set forth in Section 3, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the day of the first sale of each lot and shall be due for each lot annually on the first day of January and shall be payable in advance. The due date of any special assessments which may be in the future authorized by the Association for maintenance, improvements, or repair shall be fixed by resolution authorized such assessment.

Section 6. Duty of Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall be more than six nor less than three. The Board of Directors shall maintain a

roster of properties and assessments applicable thereto at all times and shall notify property owners thirty (30) days in advance of their assessment date. Such assessment roster shall be kept in the office of the Association.

Section 7. Effect of non-payment of Assessment. If the assessments are not paid on dates when due, then said assessments and cost of collection thereof becomes a continuing lien on the property which shall bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns.

Section 8. Subordination of the Lien to Mortgages. The lien of assessments provided therein shall be subordinate to pre-recorded mortgages.

Section 9. The operation of this Association will be carried on by the Board of Directors thereof, who will be elected for one-year terms of office at the annual meeting of the Association, which will be the second Saturday in April of each year at the headquarters of the Association.

The Board of Directors has the authority to enact further by-laws for the welfare of this subdivision, subject to veto by a majority of the members at a legally constituted meeting. They will, on demand, furnish to any owner liable for assessments, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment.

#### ADDITIONAL COVENENTS AND LIMITATIONS

1. All lots in these tracts shall be known and described as residential lots, shall be sold and used strictly for residential purposes and no building shall be erected thereon intended for business or commercial purposes. No noxious or offensive activities shall be carried on or performed upon any of the tracts herein surveyed and described which shall constitute a nuisance to the neighborhood or to the owners of other tracts. There shall be no dumping of trash or waste material in the area.
2. No out-buildings or privies shall be maintained on any tracts herein surveyed or described except that one (1) detached garage and one (1) storage building will be allowed for each lot. All sanitary sewage disposal systems must meet the requirements of the Indiana State Board of Health.
3. The roads in this subdivision will be private. Roads with a fifty foot right-of-way will be provided for use of residents and guests of the subdivision and members of this association only. Therefore when members, residents and/or their guests cross or use the property of others, it is considered trespassing and an invasion of personal rights. Said roadways are private roads and as such will be blocked for a 24-hour period one day each year and recorded by the County Sheriff and will be maintained by the Association entirely or until such time as said roadways are brought up to minimum county standards by the Association and accepted by the County Commissioners after approval of such acceptance by two-thirds majority of the membership of the Association at a special meeting called for that purpose. There will be a twenty (20) mile per hour speed limit within the subdivision.
4. All lots will provide parking facilities in their own premises for owners, occupants, and guests.

5. Residents of Paradise Bay Estates shall have the right to question the presence of persons, who it is believed are alien to residents of this area.
6. Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 8 feet of all side lot lines and 20 feet on all rear lines in this subdivision. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground. Further easements are reserved as shown on plat. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over same portion of said lots not within the six feet strip, as long as such lines do not hinder the construction of buildings on any lots in the subdivision. In forested areas all utilities will be underground unless proscribed by valid governmental regulations or reasonable construction practices dictate aboveground construction. Utility easements and/or building restrictions will be controlled by the Parke County Zoning Ordinance as amended or by the plat hereto attached, or by these Additional Covenants and Limitations, whichever is the most restrictive.
7. There shall be no dumping on the premises or junk cars parked thereon. The property owners shall have the responsibility of keeping easements and property free of bait cartons, beer cans, rubbish and refuse in general. Dead fish shall be buried or removed from property and/or easements to eliminate contamination of environment and the stench brought about by such practice. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris on the premises.
8. Use of firearms is prohibited in the subdivision unless written permission is received from the Developer or from the Association. There will be no hunting, trapping, or molesting of wild animals within the area and all animals classed as "domesticated" will be fenced, tied, or otherwise restrained. No farm animals will be allowed in this subdivision.
9. Open fires such as leaves, brush, etc., must be kept under constant attention, and fires put out when not attended.
10. Any dwelling erected, placed or altered on any lot in this subdivision must be approved in writing by the Developers or Association prior to start of construction. Such approval will be made upon submission of satisfactory plans, including a grid map showing location of structure on lot. Any residence erected or placed upon any lot in this subdivision shall have a ground floor area (exclusive of one story, open porches or garages) of not less than 750 square feet, and must be of new construction.
11. All residences in this subdivision shall be under one roof and only one shall be allowed on any lot. Any structure erected must set back not less than 25 feet from the front lot line. There will be no trailers, mobile homes or double wides allowed in this subdivision. Future subdivisions shall contain construction and resident specifications not in conflict with this Paragraph 11.



- 12. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of 10 years unless prior to the expiration of any such 10 year period, an instrument signed by the owners of record majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.
- 13. Any dwelling and garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.
- 14. No vehicle known as a dirt bike, mini-bike, go-cart, three wheeler, four wheeler, all terrain and/or off road vehicle shall be used in this subdivision.
- 15. Any lot that has an area under flowage easement deeded to the U.S. Government must choose a building site that is not in conflict with the deeded flowage as interpreted by the U.S. Corps of Engineers unless written permission is received from the U.S. Corps of Engineers.

These restrictions may be amended at any time by a writing signed by the then owners, the fee title of at least two-thirds of the lots in said subdivision, the amendment to be effective when recorded in the office where conveyances of such land are recorded.

Invalidation of any one of these covenants by judgement or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

WITNESS our hands and seals this 27<sup>th</sup> day of March, 1987.

Ronald B. Wheeler  
 Ronald B. Wheeler

David H. Wheeler  
 David H. Wheeler

Jimmie Wheeler  
 Jimmie Wheeler

LaVerne Wheeler  
 LaVerne Wheeler

Leon Nevins  
 Leon Nevins

Kathleen Nevins  
 Kathleen Nevins

STATE OF INDIANA, COUNTY OF PARKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 27<sup>th</sup> day of March, 1987, came Ronald B. Wheeler, David H. Wheeler, Jimmie Wheeler, LaVerne Wheeler, Leon Nevins and Kathleen Nevins, recorded owners, and acknowledged the execution of the foregoing instrument.

Paul Ann Ferguson  
 Notary Public  
 A Parke County Resident

My Commission Expires: January 21, 1989

Certificate

Under authority provided by Chapter 174--Acts of 1947 enacted by the General Assembly of the State of Indiana and ordinance adopted by the County Commissioners of Parke County, Indiana, this plat/deed of dedication was given approval by the County of Parke, as follows:

Approved by the County Plan Commission at the meeting held MARCH 12,  
19 87.

Paul Lay President

Paul Scioto Secretary

Approved and accepted as a private Subdivision subject to restrictive and protective covenants by the Board of Commissioners of Parke County, Indiana this 6th day of April, 1987.

Roger Fisher

D. Michael Estinger

Attest April 6, 1987

J. Gene Jones  
George W. Myers

This instrument prepared by Ronald B. Wheeler, owner.

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STATE OF INDIANA )  
                          ) SS:  
COUNTY OF PARKE )

Vol. 65 NOV 04 02 Page 554

just 10, 2001  
in further  
amendments  
misc Vol 82 Page 222  
At up of Recorder

AMENDMENT TO RESTRICTIONS AND COVENANTS OF

PARADISE BAY ESTATES, AN ADDITION TO  
UNION TOWNSHIP, PARKE COUNTY, INDIANA:

Carl C. C. Q.  
Recorder Parke County

May 27, 2007  
For Amended Covenants  
See Vol 101 Pg 274  
Carl Hufgard, Recorder

WHEREAS, Ronald B. Wheeler, David H. Wheeler, Jimmie Wheeler, Laverne Wheeler, Leon Nevins, and Kathleen Nevins, being the developers of Paradise Bay Estates, an addition in Union Township, Parke County, Indiana (hereinafter referred to as the "Developers"), constitute the fee title owners of 92 of the 113 platted lots contained within Paradise Bay Estates, an addition in Union Township, Parke County, Indiana; and,

Whereas, at the time of the platting of Paradise Bay Estates, certain restrictive covenants were imposed upon all of the platted lots contained within Paradise Bay Estates by the developers of Paradise Bay Estates, and such restrictive covenants are recorded in Misc. Record Vol. 54, page 306, in the office of the Recorder of Parke County, Indiana; and,

WHEREAS, said restrictions and covenants provide in part a procedure for the modification, in whole or in part, of said covenants and restrictions as follows:

These restrictions may be amended at any time by a writing signed by the then owners, the fee title of at least two-thirds of the lots in said subdivision, the amendment to be effective when recorded in the office where conveyances of such land are recorded.

WHEREAS, the Developers, constituting the present owners of fee title to at least two-thirds of the lots in said subdivision, hereby modify in part the covenants and restrictions of Paradise Bay Estates as follows:

Article VI shall be added to Covenants and Restrictions for Paradise Bay Estates as follows:

ARTICLE VI  
FORMATION AND OPERATION OF PARADISE BAY ESTATES  
OWNERS ASSOCIATION

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A. The Paradise Bay Estates Owners Association (hereinafter referred to as the "Association") shall conduct business by and through a Board of Directors. The Board of Directors shall consist of five members to be elected from the members of the Association. The initial members of the Board of Directors shall be those persons receiving the five highest total number of votes with there being one vote for each lot as provided in Article III, Section 2, of the Covenants and Restrictions for Paradise Bay Estates.

The election of the initial members of the Board of Directors shall be conducted on a date designated by the Developers and the Developers shall notify those persons qualifying for membership in the Association of the date, time and place of the initial election. Those persons qualifying for membership in the Association may cast votes, one vote per lot in accordance with Article III, Section 2, of the Covenants and Restrictions for Paradise Bay Estates, at such election.

In any election for members of the Board of Directors, votes may be cast by proxy providing that the proxy is signed by a person holding an interest in any lot, whether as fee title owner or contract purchaser, naming a person eligible for membership in the Association to cast the vote or votes for any lot or lots.

The Developers shall conduct the initial election of the Board of Directors, tally the votes cast, and determine the validity of votes cast, in person or by proxy. For all elections of members of the Board of Directors conducted after the initial election of the Board of Directors, the Board of Directors in office until such election is completed shall conduct the election, tally the votes cast, and determine the validity of votes cast, in person or by proxy.

B. The initial members of the Board of Directors shall hold office until the annual meeting of the Association to be held in April, 1995. Any vacancy in the Board of Directors shall be filled by appointment by a majority of the remaining

members of the Board of Directors. Any person appointed to fill a vacancy shall serve the balance of the unexpired term. After the initial term of membership on the Board of Directors, members of the Board of Directors shall be elected for terms of two years at an election conducted at the annual meeting of the Association in April. No member of the Board of Directors may serve more than two consecutive terms.

The members of the Board of Directors shall elect a President, Vice-President, Secretary and Treasurer. The President shall preside over meetings of the Board of Directors and the Association. The Vice-President shall preside over meetings of the Board of Directors and the Association in the absence of the President. The Secretary shall maintain records of the members of the Association and take and maintain minutes of meetings of the Board of Directors and the Association. The Treasurer shall collect, deposit and hold all monies collected on behalf of the Association and shall disburse money on behalf of the Association as directed by the Board of Directors for the maintenance and development of Paradise Bay Estates.

Decisions of the Board of Directors shall be made by simple majority. In the event of a tie vote, the president shall cast a vote breaking such tie, even if such tie-breaking vote constitutes a second vote by the president as a result of the president being a member of the Board of Directors.

Article V, Section 3 shall be amended in the Covenants and Restrictions for Paradise Bay Estates to read as follows:

Section 3. There shall be assessed a \$100.00 membership fee for each lot as sold by the Developer by land contract or deed except in the case when a member owns more than one lot, then each additional membership fee shall be \$50.00 per additional lot. There will be a \$100.00 annual assessment per lot. However when a member owns more than one lot there shall be a \$50.00 annual assessment for each additional lot. The

Developer shall not be required to pay a membership fee or annual assessment for any unsold lots, except that the Developer shall pay such fees if the Developer resides in the subdivision for such lot constituting his or her residence. The amount of such assessments may be varied at the annual membership meetings by a two-thirds (2/3) majority of the voting members of said Association present, or at a meeting duly called by the Board of Directors of the Association for that purpose with thirty (30) days written notice mailed to each member to the address provided by the voting members to the Secretary of the Association for notice of meetings setting forth the purpose of said meeting, and a quorum, as defined in Article V, Section 4, being present in either case. Fees for the annual assessment will be prorated to January 1st of each year.

ADDITIONAL COVENANTS AND LIMITATIONS, Number 10, page 7 of 10 of the Covenants and Restrictions of Paradise Bay Estates, shall be amended by adding an additional sentence at the end of Number 10 as follows:

A permit from the Parke County Building Commissioner must be obtained prior to commencing any project requiring such a permit on any lot in Paradise Bay Estates.

All other covenants and restrictions remaining in full force and effect and unmodified.

In witness whereof, the undersigned, constituting the present fee title owners of at least two-thirds of the platted lots contained within Paradise Bay Estates hereby set their hands the dates indicated.

9-30-92      Ronald B. Wheeler  
Date signed      Ronald B. Wheeler

9-30-92      David H. Wheeler  
Date signed      David H. Wheeler

9-30-92 Jimmie Wheeler  
Date signed Jimmie Wheeler

9-30-92 Laverne Wheeler Developers 47 lots  
Date signed Laverne Wheeler

9/30/92 Leon Nevins  
Date signed Leon Nevins

9/30/92 Kathleen Nevins  
Date signed Kathleen Nevins

STATE OF INDIANA )  
 ) SS:  
COUNTY OF PARKE )

Before me, a Notary Public in and for said County and State, personally appeared Ronald B. Wheeler, David H. Wheeler, Jimmie Wheeler, Laverne Wheeler, Leon Nevins, and Kathleen Nevins, and acknowledged the execution of the above and foregoing as their free and voluntary act, this 30<sup>d</sup> day of Sept., 1992, in witness whereof I have affixed my signature and notarial seal.

Neil Ann Tompkins  
Notary Public

County of residence: Parke

My commission expires: Feb. 22, 1993

9-25-92 Herbert D Perkins HERBERT D PERKINS 1 lot  
Date signed signature printed name

9-25-92 Daniel E. Frank Daniel E. Frank 2 lots  
Date signed signature printed name

9-25-92 Polly M. Frank Polly M. Frank  
Date signed signature printed name

9-25-92 Gerald L. Woodward GERALD L. WOODARD 1 lot  
Date signed signature printed name

9-25-92 Dorothy M. Woodward Dorothy M. Woodward  
Date signed signature printed name

9-25-92 Donald G. Woodward DONALD G. WOODARD 1 lot  
Date signed signature printed name

9-25-92 Cindy Kenley Lacefield Cindy Kenley Lacefield 1:  
 Date signed signature printed name

9-25-92 Bill Morris Bill Morris 1:  
 Date signed signature printed name

9-25-92 Th. C. Gaunt Thomas C Gaunt 1:  
 Date signed signature printed name

9-25-92 Jean M. Gaunt JEAN M. GAUNT  
 Date signed signature printed name

9-25-92 K. L. Mitchell Kevin L. Mitchell 1:  
 Date signed signature printed name

9-25-92 Judy Mitchell JUDY MITCHELL  
 Date signed signature printed name

9-25-92 Jimmie Adams Jimmie Adams 1:  
 Date signed signature printed name

9-25-92 Diana Adams DIANA Adams  
 Date signed signature printed name

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 Date signed signature printed name



STATE OF INDIANA )  
 ) SS:  
COUNTY OF PARKE )

Before me, a Notary Public in and for said County and State, personally appeared Herbert D. Perkins, Daniel E. Frank and Polly M. Frank, Gerald L. Woodard and Dorothy M. Woodard, Donald G. Woodard, Cindy Kenley Lacefield, Bill Morris, Thomas C. Gaunt and Jean M. Gaunt, Kevin L. Mitchell and Judy Mitchell and Jimmie Adams and Diana Adams,

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and acknowledged the execution of the above and foregoing as their free and voluntary act, this 25th day of September, 1992, in witness whereof I have affixed my signature and notarial seal.

*Jimmie Wheeler*  
JIMMIE WHEELER



County of residence: PARKE

My commission expires: Jan. 3, 1994

This instrument was prepared by James A. Bruner, Attorney at Law, P. O. Box 144, Rockville, Indiana.

10-15-92 Linda Snowden LINDA SNOWDEN  
Date signed signature printed name 1

10-4-92 Chuck Snowden Chuck Snowden  
Date signed signature printed name

10-4-92 Glen A. Morris GLEN A. MORRIS  
Date signed signature printed name 1

10-4-92 Lynda K. Morris LYNDA K. MORRIS  
Date signed signature printed name

10-4-92 Ronald A. Eades Ronald A. Eades  
Date signed signature printed name 1

10-4-92 Ed Dykstra ED DYKSTRA 3-60  
Date signed signature printed name

10-4-92 Duwayne Phillips DUWAYNE PHILLIPS  
Date signed signature printed name 1

10-4-92 Philip K. Pierson Philip K. Pierson  
Date signed signature printed name

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Date signed signature printed name

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Date signed signature printed name

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Date signed signature printed name

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Date signed signature printed name

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Date signed signature printed name

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Date signed signature printed name

Oct 4 92 Thomas C. Hunt Thomas C. Hunt 4 lots  
 Date signed signature printed name

Oct 4 92 Thomas C. Hunt Thomas C. Hunt  
 Date signed signature printed name

Oct 4 92 Thomas C. Hunt Thomas C. Hunt  
 Date signed signature printed name

Oct 4 92 Thomas C. Hunt Thomas C. Hunt  
 Date signed signature printed name

Oct 4 92 Chas R. Lester Chas R. Lester 3 lots  
 Date signed signature printed name

Oct 4 92 Chas R. Lester Chas R. Lester  
 Date signed signature printed name

Oct 4 92 Chas R. Lester Chas R. Lester  
 Date signed signature printed name

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STATE OF INDIANA )  
                          ) SS:  
COUNTY OF PARKE )

Before me, a Notary Public in and for said County and State, personally appeared Chuck Snowden and Linda Snowden, Glen A. Morris and Lynda K. Morris, Ronald A. Eades, Ed Dykstra, DuWayne Phillips, Philip K. Pierson, Thomas C. Hunt and Charles R. Lester

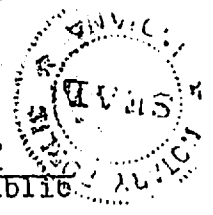
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and acknowledged the execution of the above and foregoing as their free and voluntary act, this 4th day of October, 1992, in witness whereof I have affixed my signature and notarial seal.

*Jimmie Wheeler*

JIMMIE WHEELER

, Notary Public



County of residence: PARKE

My commission expires: Jan 3, 1996

This instrument was prepared by James A. Bruner, Attorney at Law, P. O. Box 144, Rockville, Indiana.

Date signed	signature	printed name
10/19/92	<i>[Signature]</i>	James A. Ramsey
10/19/92	<i>[Signature]</i>	Carolyn Taylor
10/19/92	<i>[Signature]</i>	Jim Taylor

STATE OF INDIANA)  
                                  ) SS:  
COUNTY OF PARKE )

Before me, a Notary Public in and for said County and State, personally appeared Don Taylor and Carolyn Taylor and James A. Ramsey

and acknowledged the execution of the above and foregoing as their free and voluntary act, this 19th day of October, 1992, in witness whereof I have affixed my signature and notarial seal.

*Jimmie Wheeler*  
JIMMIE WHEELER  
Notary Public



County of residence: PARKE

My commission expires: Jan 3, 1996

This instrument was prepared by James A. Bruner, Attorney at Law, P. O. Box 144, Rockville, Indiana.



STATE OF INDIANA)  
 ) SS:  
 COUNTY OF PARKE )

Before me, a Notary public in and for said County and State, personally appeared Hugh D. Brown, Sr. and Barbara Brown and Terry R. Herrick

and acknowledged the execution of the above and foregoing as their free and voluntary act, this 31st day of October and 2nd day of 1992, in witness whereof I have affixed my signature and  
 notarial seal.

Jimmie Wheeler  
JIMMIE WHEELER, Notary Public



County of residence: PARKE  
 My commission expires: Jan 3, 1996

This instrument was prepared by James A. Bruner, Attorney at Law, P. O. Box 144, Rockville, Indiana.



August 10, 2001  
for further Amendments  
see misc. Vol 87 Page 222  
Carl Huxford, Recorder

RECORDED

12:05 PM.

52-71-3373

Vol. 73 SEP 25 1995 Page 18

*Delores Collings*  
Recorder Parke County

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF PARKE )

AMENDMENT TO RESTRICTIONS AND COVENANTS OF  
PARADISE BAY ESTATES, AN ADDITION TO  
UNION TOWNSHIP, PARKE COUNTY, INDIANA:

May 27, 2007  
For Amended Covenants  
See Vol 101 Pg 274  
Carl Huxford, Recorder

WHEREAS, at the time of the platting of Paradise Bay Estates, certain restrictive covenants were imposed upon all of the platted lots contained within Paradise Bay Estates by the developers of Paradise Bay Estates, and such restrictive covenants are recorded in Misc. Record Vol. 54, page 306, in the office of the Recorder of Parke County, Indiana; and,

WHEREAS, the restrictions and covenants were amended by a document recorded in Misc. Record Vol. 65, page 554, in the office of the Recorder of Parke County, Indiana; and,

WHEREAS, said restrictions and covenants provide in part a procedure for the modification, in whole or in part, of said covenants and restrictions as follows:

These restrictions may be amended at any time by a writing signed by the then owners, the fee title of at least two-thirds of the lots in said subdivision, the amendment to be effective when recorded in the office where conveyances of such land are recorded.

WHEREAS, the undersigned persons, constituting the present owners of fee title to at least two-thirds of the

lots in said subdivision, hereby modify in part the covenants and restrictions of Paradise Bay Estates as follows:

Article V, Section 3 shall be amended in the Covenants and Restrictions for Paradise Bay Estates to read as follows:

Section 3. There shall be assessed a \$100.00 membership fee for each lot as sold by the Developer by land contract or deed except in the case when a member owns more than one lot, then each additional membership fee shall be \$50.00 per additional lot. Upon each transfer of a lot or lots, either by deed or by real estate conditional sales contract, there shall be assessed a \$100.00 membership fee, except that in the event that a deed or real estate conditional sales contract transfers more than one lot, the membership fee shall be \$100.00 for the first lot in such transfer and \$50.00 for each additional lot. There will be a \$100.00 annual assessment per lot. However when a member owns more than one lot there shall be a \$50.00 annual assessment for each additional lot. The Developer shall not be required to pay a membership fee or annual assessment for any unsold lots, except that the Developer shall pay such fees if the Developer resides in the subdivision for such lot

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constituting his or her residence. The amount of such assessments may be varied at the annual membership meetings by a two-thirds (2/3) majority of the voting members of said Association present, or at a meeting duly called by the Board of Directors of the Association for that purpose with thirty (30) days written notice mailed to each member to the address provided by the voting members to the Secretary of the Association for notice of meetings setting forth the purpose of said meeting, and a quorum, as defined in Article V, Section 4, being present in either case. Fees for the annual assessment will be prorated to January 1st of each year.

ADDITIONAL COVENANTS AND LIMITATIONS, Paragraph Number 14, Restrictions and Covenants of Paradise Bay Estates, shall be amended to read as follows:

14. No vehicle known as a dirt bike, mini-bike, go-cart, three wheeler, four wheeler, all terrain and/or off road vehicle shall be used in this subdivision. This restriction shall not prohibit the use of golf carts in the subdivision.

All other covenants and restrictions remaining in full force and effect and unmodified.

In witness whereof, the undersigned, constituting the present fee title owners of at least two-thirds of the platted lots contained within Paradise Bay Estates hereby set their hands the dates indicated.

9-21-95      Ronald B. Wheeler  
 Date signed      Ronald B. Wheeler

9-21-95      David H. Wheeler  
 Date signed      David H. Wheeler

9-21-95      Jimmie Wheeler  
 Date signed      Jimmie Wheeler

9-21-95      Leon Nevins  
 Date signed      Leon Nevins

9-21-95      Kathleen Nevins  
 Date signed      Kathleen Nevins

STATE OF INDIANA )  
                               ) SS:  
 COUNTY OF PARKE )

Before me, a Notary Public in and for said County and State, personally appeared Ronald B. Wheeler, David H. Wheeler, Jimmie Wheeler, Leon Nevins, and Kathleen Nevins, and acknowledged the execution of the above and foregoing as their free and voluntary act, this 21 day of Sept. 1995, in Ind.

witness whereof I have affixed my signature and notarial seal.

Marvin L. Hkers  
Notary Public

County of residence: Park

My commission expires: 7-5-96

May 6, 1995 Lee T. Tamm LEE T. TAMM  
Date signed signature printed name

MAY 31 1995 Charles D. Giddens CHARLES D. GIDDENS  
Date signed signature printed name

June 8, 1995 Norman J. Coomes NORMAN J. COOMES  
Date signed signature printed name

June 10, 1995 Anne P. Bueter Anne P. Bueter  
Date signed signature printed name

June 11, 1995 V. Lyle Hicks V. Lyle Hicks  
Date signed signature printed name

July 1, 1995 Bruce L. Fuller BRUCE L. FULLER  
Date signed signature printed name

July 10-95 Gerald L. Woodward GERALD L. WOODWARD  
Date signed signature printed name

Aug 14, 1995  
Date signed

Donald McCloy  
signature

DONALD McCloy  
printed name

8-15-95  
Date signed

Thomas A. Smith  
signature

THOMAS A SMITH  
printed name

8-16-95  
Date signed

Donald G. Woodward  
signature

DONALD G WOODWARD  
printed name

8-20-95  
Date signed

Helen Tragesser  
signature

Helen Tragesser  
printed name

8-20-95  
Date signed

Dorothy L. Fancher  
signature

Dorothy L. Fancher  
printed name

8-21-95  
Date signed

Carolyn S. Taylor  
signature

Carolyn S. Taylor  
printed name

8-23-95  
Date signed

Ferry R. Herrick  
signature

Ferry R. Herrick  
printed name

8-23-95  
Date signed

Debbie Wheeler  
signature

DEBBIE WHEELER  
printed name

9-3-95  
Date signed

George Schmalz  
signature

George Schmalz  
printed name

                      
Date signed

                      
signature

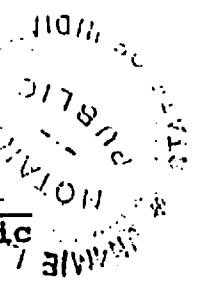
                      
printed name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF PARKE )

Before me, a Notary Public in and for said County and State, personally appeared Lee T Tarvin, Charles D Giddens, Norman J Coomes, Anne P Bueter, V Lyle Hicks, Bruce L Fuller, Gerald L Woodard, Donald McCoy, Thomas A Smith, Donald G Woodard, Helen Tragesser, Dorothy L Fancher, Carolyn S Taylor, Terry R Herrick, Debbie Wheeler, George Schmalz

and acknowledged the execution of the above and foregoing as their free and voluntary act, this 9 day of Sept, 1995, in witness whereof I have affixed my signature and notarial seal.

Jimmie Wheeler  
Jimmie Wheeler  
, Notary Public



County of residence: Parke

My commission expires: Jan 3, 1996

This instrument was prepared by James A. Bruner, Attorney at Law, P. O. Box 144, Rockville, Indiana.

March 27, 2007  
For Amended Covenants  
See Vol 101 Pg 274  
Carl Huffard, Recd

August 19, 2001  
For an amendment to Restrictions & Covenants  
See misc Vol 87 Page 222  
Carl Huffard, Recorder

RECORDED

1:50 P M

9702929

Vol  
76

APR 15 1997

Page  
451

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF PARKE )

*Belore Collings*  
Recorder Parke County

AMENDMENT TO RESTRICTIONS AND COVENANTS OF  
PARADISE BAY ESTATES, AN ADDITION TO  
UNION TOWNSHIP, PARKE COUNTY, INDIANA:

WHEREAS, at the time of the platting of Paradise Bay Estates, certain restrictive covenants were imposed upon all of the platted lots contained within Paradise Bay Estates by the developers of Paradise Bay Estates, and such restrictive covenants are recorded in Misc. Record Vol. 54, page 306, in the office of the Recorder of Parke County, Indiana; and,

WHEREAS, the restrictions and covenants were amended by a document recorded in Misc. Record Vol. 65, page 554, in the office of the Recorder of Parke County, Indiana; and,

WHEREAS, the restrictions and covenants were amended by a document recorded in Misc. Record Vol. 73, page 18, in the office of the Recorder of Parke County, Indiana; and,

WHEREAS, said restrictions and covenants provide in part a procedure for the modification, in whole or in part, of said covenants and restrictions as follows:

These restrictions may be amended at any time by a writing signed by the then owners, the fee title of at least two-thirds of the lots in said subdivision, the amendment to be effective when recorded in the



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office where conveyances of such land are recorded; and,  
WHEREAS, the undersigned persons, constituting the  
present owners of fee title to at least two-thirds of the  
lots in said subdivision, hereby modify in part the covenants  
and restrictions of Paradise Bay Estates as follows:

Article V, Section 3 shall be amended in the Covenants  
and Restrictions for Paradise Bay Estates to read as follows:

Section 3. There shall be assessed a \$125.00 membership  
fee for each lot as sold by the Developer by land contract or  
deed except in the case when a member owns more than one lot,  
then each additional membership fee shall be \$62.50 per  
additional lot. Upon each transfer of a lot or lots, either  
by deed or by real estate conditional sales contract, there  
shall be assessed a \$125.00 membership fee, except that in  
the event that a deed or real estate conditional sales  
contract transfers more than one lot, the membership fee  
shall be \$125.00 for the first lot in such transfer and  
\$62.50 for each additional lot. There will be a \$125.00  
annual assessment per lot. However when a member owns more  
than one lot there shall be a \$62.50 annual assessment for  
each additional lot. The Developer shall not be required to

pay a membership fee or annual assessment for any unsold lots, except that the Developer shall pay such fees if the Developer resides in the subdivision for such lot constituting his or her residence. The amount of such assessments may be varied at the annual membership meetings by a two-thirds (2/3) majority of the voting members of said Association present, or at a meeting duly called by the Board of Directors of the Association for that purpose with thirty (30) days written notice mailed to each member to the address provided by the voting members to the Secretary of the Association for notice of meetings setting forth the purpose of said meeting, and a quorum, as defined in Article V, Section 4, being present in either case. Fees for the annual assessment will be prorated to January 1st of each year.

All other covenants and restrictions remaining in full force and effect and unmodified.

In witness whereof, the undersigned, constituting the present fee title owners of at least two-thirds of the platted lots contained within Paradise Bay Estates hereby set their hands the dates indicated.

45-7

454

8-1-96 Charles O. Giddens CHARLES O. GIDDENS  
Date signed signature printed name

8-3-96 William E. Kashman William E. KASHMAN  
Date signed signature printed name

8-6-96 Earl F. Michels Earl F. Michels  
Date signed signature printed name

8-7-96 Bruce L. Fuller BRUCE L. FULLER  
Date signed signature printed name

8-9-96 V. Lyle Hicks V. Lyle Hicks  
Date signed signature printed name

8-12-96 Thomas A. Smith THOMAS A. SMITH  
Date signed signature printed name

8-13-96 Donald M. Coy DONALD M. COY  
Date signed signature printed name

8-18-96 Ken Rocznal Ken Rocznal  
Date signed signature printed name

8-18-96 Daniel Frank DANIEL FRANK  
Date signed signature printed name

8/21/96      Jennifer R. Harber      Jennifer R. Harber  
 Date signed      signature      printed name

8/23/96      Norman J. Coomes      NORMAN J. COOMES  
 Date signed      signature      printed name

9/8/96      Gerald L. Woodward      GERALD L. WOODWARD  
 Date signed      signature      printed name

9/14/96      Lee T. Tarvin      LEE T. TARVIN  
 Date signed      signature      printed name

STATE OF INDIANA )  
                                   ) SS:  
 COUNTY OF PARKE )

Before me, a Notary Public in and for said County and State, personally appeared THE ABOVE SIGNED.

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and acknowledged the execution of the above and foregoing as their free and voluntary act, this 30<sup>th</sup> day of SEPT., 1996, in witness whereof I have affixed my signature and

UFG

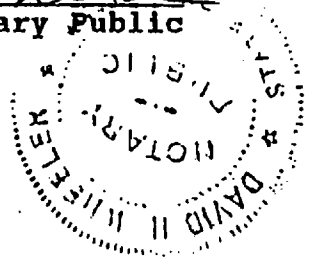
456

notarial seal.

David H. Wheeler  
DAVID H. WHEELER Notary Public

County of residence: PARKE

My commission expires: JUNE 7<sup>th</sup>, 2000



This instrument was prepared by James A. Bruner, Attorney at Law, P. O. Box 144, Rockville, Indiana.

9/8/96  
Date signed

Ronald B. Wheeler  
signature

Ronald B. Wheeler  
printed name

9/30/96  
Date signed

David H. Wheeler  
signature

DAVID H. WHEELER  
printed name

9/30 96  
Date signed

Jimmie Wheeler  
signature

JIMMIE WHEELER  
printed name

9-30-96  
Date signed

Kathleen Nevins  
signature

Kathleen  
printed name

9/30/96  
Date signed

Leon Nevins  
signature

LEON NEVINS  
printed name

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF PARKE )

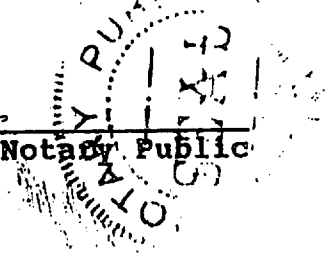
Before me, a Notary Public in and for said County and State, personally appeared Ronald B. Wheeler, David H. Wheeler, Jimmie Wheeler, Kathleen Nevins & Leon Nevins

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458

and acknowledged the execution of the above and foregoing as their free and voluntary act, this 9 day of 30, 1996, in witness whereof I have affixed my signature and notarial seal.

Maria L. Allen  
Notary Public



County of residence: Paul

My commission expires: 7-5-00

This instrument was prepared by James A. Bruner, Attorney at Law, P. O. Box 144, Rockville, Indiana.

Paradise Bay Estates recorded on Flat Book # 4, on page 265, April 6, 1987,  
Recorder Parke County.

Paradise Bay Surveyors note change in Walk Way # 1 use.

We, the developers of Paradise Bay: Ronald R. Wheeler, David H. Wheeler, Jimmie Wheeler, Leon Nevina and Kathleen Nevina, still the owners of Lot # 65, Paradise Bay, do hereby remove use of Walk Way from Lot # 65 and grant it to Lot # 79. This shall run with the land.

Dated this 14<sup>th</sup> day of May, 1997.

Ronald B. Wheeler  
Ronald B. Wheeler

Jimmie Wheeler  
Jimmie Wheeler

David H. Wheeler  
David H. Wheeler

Leon Nevina  
Leon Nevina

Kathleen Nevina  
Kathleen Nevina

STATE OF INDIANA )  
  ) SS:  
COUNTY OF PARKE )

Before me, A Notary Public in and for said County and State, personally appeared Ronald B. Wheeler, David H. Wheeler, Jimmie Wheeler, Leon Nevins and Kathleen Nevins, and acknowledged the execution of this document as their free and voluntary act this 14<sup>th</sup> day of MAY, 1997. In witness whereof, I have hereunto set my hand and affixed my seal.

Ruth Ann Fowles  
Ruth Ann Fowles  
Notary Public

County of Residence: Parke

My commission expires: 2/22/01

This instrument prepared by Jimmie Wheeler

RECORDED  
2:30 P.M.  
9701218  
Vol. 17 MAY 14 1997 Page 20  
Belore Collins  
Recorder Parke County



222

March 27, 2001  
For Amended Covenants  
See Vol 101 Pg 274  
Carl Huxford, Recorder

STATE OF INDIANA )  
                          )SS:  
COUNTY OF PARKE )

CARL HUXFORD                   20P  
PARKE COUNTY RECORDER  
I 20012478                       MI 87/222  
MB Date 08/10/2001       Time 09:06:58  
Recording Fees:                   50.00

**AMENDMENT TO RESTRICTIONS AND COVENANTS OF**  
**PARADISE BAY ESTATES, AN ADDITION TO**  
**UNION TOWNSHIP, PARKE COUNTY, INDIANA:**

**WHEREAS**, at the time of the platting of Paradise Bay Estates, certain restrictive covenants were imposed upon all of the platted lots contained within Paradise Bay Estates by the developers of Paradise Bay Estates, and such restrictive covenants are recorded in Misc. Record Vol. 54, page 306, in the office of the Recorder of Parke County, Indiana; and

Recorder's  
Note: See Plat Book  
Page 265

**WHEREAS**, the restrictions and covenants were amended by a document recorded in Misc. Record Vol. 65, page 554, in the office of the Recorder of Parke County, Indiana; and

**WHEREAS**, the restrictions and covenants were amended by a document recorded in Misc. Record Vol. 73, page 18, in the office of the Recorder of Parke County, Indiana; and

**WHEREAS**, the restrictions and covenants were amended by a document recorded in Misc. Record Vol. 76, page 451, in the office of the Recorder of Parke County, Indiana; and

**WHEREAS**, said restrictions and covenants provide in part a procedure for the modification, in whole or in part, of said covenants and restrictions as follows:

*These restrictions may be amended at any time by a writing signed by the then owners, the fee title of at least two-thirds (2/3) of the lots in said subdivision, the amendment to be effective when recorded in the office where conveyances of such land are recorded.*

*and,*

**WHEREAS**, the undersigned persons, constituting the present owners of fee title to at least two-thirds (2/3) of the lots in said subdivision, hereby modify in part the covenants and restrictions of Paradise Bay Estates as follows:

**ADDITIONAL COVENANTS AND LIMITATIONS, Paragraph Number 10,**

***Restrictions and Covenants of Paradise Bay Estates, shall be amended to read as follows:***

10. Any dwelling erected, placed or altered on any lot in this subdivision must be approved in writing by the Developers or Association prior to start of construction. Such approval will be made upon submission of satisfactory plans, including a grid map showing location of structure on lot. Any dwelling erected or placed upon any lot in the subdivision shall have a ground floor area of 1,200 square feet, or if the dwelling is a two-story structure, 900 square feet on the ground floor (excluding open porches, breeze-ways, terraces, garages, and exterior stairways) and must be of new construction.

***All other Covenants and Restrictions remaining in full force and effect and unmodified.***

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Leon Nevins

Printed Name: LEON NEVINS

Date: 4-4-2001

STATE OF INDIANA )  
COUNTY OF Parke )SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Leon Nevins, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 4th day of April, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: April 16, 2008

Signature: Cathy L. Loy

Printed: Cathy L. Loy  
Notary Public

My County of Residence: Parke

**This Instrument Prepared By:**  
  
**Lee T. Tarvin**  
**Attorney No. 10713-49**  
**4911 East 56<sup>th</sup> Street**  
**Indianapolis, Indiana 46220**  
**Telephone: (317) 254-1443**

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Jimmie Lee Wheeler  
Printed Name: JIMMIE LEE WHEELER  
Date: 3-23-01

STATE OF INDIANA )  
COUNTY OF Parke )SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jimmie Lee Wheeler, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 23rd day of March, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: April 18, 2008  
My County of Residence: Parke

Signature: Cathy L. Loy  
Printed: Cathy L. Loy  
Notary Public

**This Instrument Prepared By:**  
**Lee T. Tarvin**  
**Attorney No. 10713-49**  
**4911 East 56<sup>th</sup> Street**  
**Indianapolis, Indiana 46220**  
**Telephone: (317) 254-1443**

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: David H. Wheeler

Printed Name: DAVID H. WHEELER

Date: 3/21/01

STATE OF INDIANA )  
COUNTY OF Parke )SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared David H. Wheeler, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 21st day of March, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: April 10, 2008  
My County of Residence: Parke

Signature: Cathy L. Loy  
Printed: Cathy L. Loy  
Notary Public

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
4911 East 56<sup>th</sup> Street  
Indianapolis, Indiana 46220  
Telephone: (317) 254-1443

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Ronald B. Wheeler

Printed Name: Ronald B. Wheeler

Date: 3/21/01

STATE OF INDIANA )  
COUNTY OF Parke )SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Ronald B. Wheeler, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 21<sup>st</sup> day of March, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: April 16, 2008

My County of Residence: Parke

Signature: Cathy L. Loy  
Printed: Cathy L. Loy  
Notary Public

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
4911 East 56<sup>th</sup> Street  
Indianapolis, Indiana 46220  
Telephone: (317) 254-1443

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Leon Nevins

Printed Name: Leon Nevins

Date: 4-4-2001

STATE OF INDIANA )  
COUNTY OF Spke )SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Leon Nevins, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 4th day of April, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: April 16, 2008  
My County of Residence: Spke

Signature: Cathy L. Loy  
Printed: Cathy L. Loy  
Notary Public

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
4911 East 56<sup>th</sup> Street  
Indianapolis, Indiana 46220  
Telephone: (317) 254-1443

**IN WITNESS WHEREOF**, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Harold L. James

Printed Name: Harold L. James

Date: 4/8/00

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF Tipton )

BEFORE ME, a Notary Public in and for said County and State, personally appeared HAROLD L. JAMES, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of April, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

Signature: Helen Trabesseri

Printed: HELEN TRABESSERI  
Notary Public

My County of Residence: TIPTON

**This Instrument Prepared By:**

**Lee T. Tarvin**  
**Attorney No. 10713-49**  
**4911 East 56<sup>th</sup> Street**  
**Indianapolis, Indiana 46220**  
**Telephone: (317) 254-1443**



IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: [Handwritten Signature]

Printed Name: George W. Schmatz

Date: 4/8/00

STATE OF INDIANA )  
  )SS:  
COUNTY OF Tipton )

BEFORE ME, a Notary Public in and for said County and State, personally appeared GEORGE W. SCHMATZ, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of APRIL, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

Signature: [Handwritten Signature]

Printed: HELEN TRAGESSER  
Notary Public

My County of Residence: Tipton

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
4911 East 56<sup>th</sup> Street  
Indianapolis, Indiana 46220  
Telephone: (317) 254-1443

**IN WITNESS WHEREOF**, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: [Handwritten Signature]

Printed Name: James Tumey

Date: 7-8-00

STATE OF INDIANA )  
 )SS:  
COUNTY OF TIPTON )

BEFORE ME, a Notary Public in and for said County and State, personally appeared JAMES TUMEY, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of APRIL, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

Signature: [Handwritten Signature]

Printed: HELEN TRABESSER  
Notary Public

My County of Residence: TIPTON

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
4911 East 56<sup>th</sup> Street  
Indianapolis, Indiana 46220  
Telephone: (317) 254-1443

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Candy J. Bowsher  
Printed Name: Candy J. Bowsher  
Date: August 8, 2001

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF Marion )



BEFORE ME, a Notary Public in and for said County and State, personally appeared Candy J. Bowsher, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of August, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 24<sup>th</sup> July 2007  
My County of Residence: Marion

Signature: Julie Kesterson  
Printed: Julie Kesterson  
                                  *Notary Public*

**This Instrument Prepared By:**  
  
**Lee T. Tarvin**  
**Attorney No. 10713-49**  
**4911 East 56<sup>th</sup> Street**  
**Indianapolis, Indiana 46220**  
**Telephone: (317) 254-1443**

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Mary Everidge

Printed Name: Mary Everidge

Date: 4-8-00

STATE OF INDIANA )  
 )SS:  
 COUNTY OF Tipton )

BEFORE ME, a Notary Public in and for said County and State, personally appeared MARY EVERIDGE, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of APRIL, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

Signature: Helen Traber 

Printed: HELEN TRABER  
 Notary Public

My County of Residence: Tipton

**This Instrument Prepared By:**

**Lee T. Tarvin**  
 Attorney No. 10713-49  
 4911 East 56<sup>th</sup> Street  
 Indianapolis, Indiana 46220  
 Telephone: (317) 254-1443

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Deborah Hall James C. Hall  
Printed Name: Deborah Hall James C. Hall  
Date: 4-8-00

STATE OF INDIANA )  
 )SS:  
COUNTY OF TIPTON )

BEFORE ME, a Notary Public in and for said County and State, personally appeared DEBORAH HALL, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of APRIL, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

Signature: Helen Trabesser  
Printed: HELEN TRABESSER  
Notary Public

My County of Residence: TIPTON

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
4911 East 56<sup>th</sup> Street  
Indianapolis, Indiana 46220  
Telephone: (317) 254-1443

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Amy Duval  
Printed Name: AMY DUVALL  
Date: 4-8-00

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF Tipton )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Amy DuVALL, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of APRIL, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

Signature: Helen Truesser  
Printed: HELEN TRUesser  
Notary Public

My County of Residence: Tipton

**This Instrument Prepared By:**  
  
**Lee T. Tarvin**  
**Attorney No. 10713-49**  
**4911 East 56<sup>th</sup> Street**  
**Indianapolis, Indiana 46220**  
**Telephone: (317) 254-1443**

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Thomas K. Sowers

Printed Name: Thomas K. Sowers

Date: 4/8/00

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF Tipton )

BEFORE ME, a Notary Public in and for said County and State, personally appeared THOMAS K. SOWERS, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of APRIL, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

Signature: Helen Trabesser

Printed: HELEN TRABESSER  
Notary Public

My County of Residence: Tipton

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
4911 East 56<sup>th</sup> Street  
Indianapolis, Indiana 46220  
Telephone: (317) 254-1443

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Wm E. Kashman

Printed Name: WM E KASHMAN

Date: 4-8-00

STATE OF INDIANA )  
  )SS:  
COUNTY OF Tipton )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Wm E. KASHMAN, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of APRIL, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

Signature: Helen Traverser

Printed: HELEN TRAVERSER  
Notary Public

My County of Residence: TIPTON

**This Instrument Prepared By:**

**Lee T. Tarvin**  
**Attorney No. 10713-49**  
**4911 East 56<sup>th</sup> Street**  
**Indianapolis, Indiana 46220**  
**Telephone: (317) 254-1443**



IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Barbara Brown

Printed Name: BARBARA BROWN

Date: 4-8-2000

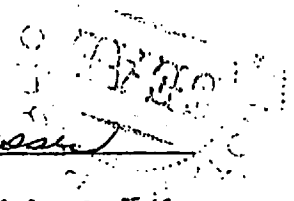
STATE OF INDIANA )  
                                  )SS:  
COUNTY OF TIPTON )

BEFORE ME, a Notary Public in and for said County and State, personally appeared BARBARA BROWN, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of APRIL, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

My County of Residence: TIPTON

Signature: Helen Trajessek  
Printed: HELEN TRAJESSEK  
Notary Public



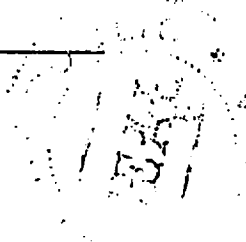
**This Instrument Prepared By:**  
  
**Lee T. Tarvin**  
**Attorney No. 10713-49**  
**4911 East 56<sup>th</sup> Street**  
**Indianapolis, Indiana 46220**  
**Telephone: (317) 254-1443**

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Helen Trageser

Printed Name: HELEN TRAGESER

Date: 4/24/00



STATE OF INDIANA )  
 )SS:  
COUNTY OF Tipton )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Helen Trageser, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 24th day of April, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10/6/06

Signature: Zonda M. Tebbe

Printed: Zonda M. Tebbe  
Notary Public

My County of Residence: Tipton

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
4911 East 56<sup>th</sup> Street  
Indianapolis, Indiana 46220  
Telephone: (317) 254-1443

IN WITNESS WHEREOF, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Kathleen Kinnunen

Printed Name: KATHLEEN KINNUNEN

Date: 4/8/00

STATE OF INDIANA )  
 )SS:  
COUNTY OF Tipton )

BEFORE ME, a Notary Public in and for said County and State, personally appeared KATHLEEN KINNUNEN, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of APRIL, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

Signature: Helen Trageser

Printed: HELEN TRAGESER  
Notary Public

My County of Residence: Tipton

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
4911 East 56<sup>th</sup> Street  
Indianapolis, Indiana 46220  
Telephone: (317) 254-1443

**IN WITNESS WHEREOF**, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Rick Houk

Printed Name: Rick Houk

Date: 4-8-00

STATE OF INDIANA )  
 )SS:  
COUNTY OF TIPTON )

BEFORE ME, a Notary Public in and for said County and State, personally appeared RICK HOUK, and acknowledged the execution of the above and foregoing as his/her free and voluntary act, this 8<sup>th</sup> day of APRIL, 2000, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 10-14-00

Signature: Helen Trabesker

Printed: HELEN TRABESKER  
Notary Public

My County of Residence: Tipton

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
4911 East 56<sup>th</sup> Street  
Indianapolis, Indiana 46220  
Telephone: (317) 254-1443

STATE OF INDIANA )  
 )SS:  
COUNTY OF PARKE )

CARL HUXFORD 7P  
PARKE COUNTY RECORDER  
I 20014176 MI 88/138  
MB Date 12/28/2001 Time 11:11:07  
Recording Fees: 22.00

**AMENDMENT TO RESTRICTIONS AND COVENANTS OF**  
**PARADISE BAY ESTATES, AN ADDITION TO**  
**UNION TOWNSHIP, PARKE COUNTY, INDIANA:**

**WHEREAS**, at the time of the platting of Paradise Bay Estates, certain restrictive covenants were imposed upon all of the platted lots contained within Paradise Bay Estates by the developers of Paradise Bay Estates, and such restrictive covenants are recorded in Misc. Record Vol. 54, page 306, in the office of the Recorder of Parke County, Indiana; and

**WHEREAS**, the restrictions and covenants were amended by a document recorded in Misc. Record Vol. 65, page 554, in the office of the Recorder of Parke County, Indiana; and

**WHEREAS**, the restrictions and covenants were amended by a document recorded in Misc. Record Vol. 73, page 18, in the office of the Recorder of Parke County, Indiana; and

**WHEREAS**, the restrictions and covenants were amended by a document recorded in Misc. Record Vol. 76, page 451, in the office of the Recorder of Parke County, Indiana; and

**WHEREAS**, said restrictions and covenants provide in part a procedure for the modification, in whole or in part, of said covenants and restrictions as follows:

*These restrictions may be amended at any time by a writing signed by the then owners, the fee title of at least two-thirds (2/3) of the lots in said subdivision, the amendment to be effective when recorded in the office where conveyances of such land are recorded.*

and,

March 27, 2007  
For Amended Covenants  
See Vol 101 Pg 274  
Carl Huxford, Recorder

**WHEREAS**, the undersigned persons, constituting the present owners of fee title to at least two-thirds (2/3) of the lots in said subdivision, hereby modify in part the covenants and restrictions of Paradise Bay Estates as follows:

**Article V, Section 3, shall be amended in the Covenants and Restrictions for Paradise Bay Estates to read as follows:**

**Section 3.** There shall be assessed a \$150.00 membership fee for each lot as sold by the Developer by land contract or deed, except in the case when a member owns more than one lot, then each additional membership fee shall be \$75.00 per additional lot. Upon each transfer of a lot or lots, either by deed or by real estate conditional sales contract, there shall be assessed a \$150.00 membership fee, except that in the event that a deed or real estate conditional sales contract transfers more than one lot, the membership fee shall be \$150.00 for the first lot in such transfer and \$75.00 for each additional lot. There will be a \$150.00 annual assessment per lot. However, when a member owns more than one lot, there shall be a \$75.00 annual assessment for each additional lot. The Developer shall not be required to pay a membership fee or annual assessment for any unsold lots, except that the Developer shall pay such fees if the Developer resides in the subdivision for such lot constituting his or her residence. The amount of such assessments may be varied at the annual membership meetings by a two-thirds (2/3) majority of the voting members of said Association present, or at a meeting duly called by the Board of Directors of the Association for that purpose with thirty (30) days written notice mailed to each member to the address provided by the voting members to the Secretary of the Association for notice of meetings, setting forth the purpose of said meeting, and a quorum, as defined in Article V, Section 4, being present in either case. Fees for the annual assessment will be prorated to January 1<sup>st</sup> of each year. **All other Covenants and Restrictions remaining in full force and effect and unmodified.**

**IN WITNESS WHEREOF**, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Helen Traggesser

Printed Name: HELEN TRAGESSER

Date: 12-10-01

STATE OF INDIANA )  
  )SS:  
COUNTY OF Parke )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared Helen TRAGESSER, and acknowledged the execution of the above and foregoing as his /her free and voluntary act, this 10 day of December, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 2-17-2009

Signature: Lynn Camerer

Printed: LYNN CAMERER  
Notary Public

My County of Residence: Parke

**This Instrument Prepared By:**

**Lee T. Tarvin**  
**Attorney No. 10713-49**  
**205 W. High Street, P.O. Box 308**  
**Rockville, Indiana 47872**  
**Telephone: (765) 569-2088**

**IN WITNESS WHEREOF**, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Eldon Everidge  
Printed Name: ELDON EVERIDGE  
Date: 12-10-01

STATE OF INDIANA            )  
  )SS:  
COUNTY OF Parke            )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared Eldon Everidge, and acknowledged the execution of the above and foregoing as his /her free and voluntary act, this 10 day of December, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires: 2-17-2009

Signature: Lynn Cameron  
Printed: LYNN CAMERON  
  Notary Public

My County of Residence: Parke

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
205 W. High Street, P.O. Box 308  
Rockville, Indiana 47872  
Telephone: (765) 569-2088



**IN WITNESS WHEREOF**, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Thomas K. Sowers  
Printed Name: Thomas K. Sowers  
Date: 12/10/01

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF Parke )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Thomas K. Sowers, and acknowledged the execution of the above and foregoing as his /her free and voluntary act, this 10 day of December, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires:  
2-17-2009

Signature: Lynn Cameron  
Printed: LYNN CAMERON  
                                  Notary Public

My County of Residence:  
Parke

**This Instrument Prepared By:**

Lee T. Tarvin  
Attorney No. 10713-49  
205 W. High Street, P.O. Box 308  
Rockville, Indiana 47872  
Telephone: (765) 569-2088

**IN WITNESS WHEREOF**, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Chester D. Krucina  
Printed Name: Chester D. Krucina  
Date: 12-10-01

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF Parke )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Chester D. Krucina, and acknowledged the execution of the above and foregoing as his /her free and voluntary act, this 10 day of December, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires:  
2-17-2009

Signature: Lynn Cameron  
Printed: LYNN CAMERON  
                                  Notary Public

My County of Residence:  
Parke

**This Instrument Prepared By:**

**Lee T. Tarvin**  
**Attorney No. 10713-49**  
**205 W. High Street, P.O. Box 308**  
**Rockville, Indiana 47872**  
**Telephone: (765) 569-2088**

**IN WITNESS WHEREOF**, the undersigned, constituting the present fee title owners of at least two-thirds (2/3) of the platted lots contained within Paradise Bay Estates, hereby set their hands the dates indicated:

Signature: Candy Bowsher  
Printed Name: Candy Bowsher  
Date: 18-DEC-2001

STATE OF INDIANA )  
  )SS:  
COUNTY OF MARION )

BEFORE ME, a Notary Public in and for said County and State, personally appeared CANDY BOWSHER, and acknowledged the execution of the above and foregoing as his /her free and voluntary act, this 18<sup>th</sup> day of DECEMBER, 2001, in witness whereof I have affixed my signature and notarial seal.

My Commission Expires:  
6-3-07

Signature: Connie S. Turner  
Printed: CONNIE S. TURNER  
Notary Public

My County of Residence:  
SHELBY

**This Instrument Prepared By:**  
  
**Lee T. Tarvin**  
**Attorney No. 10713-49**  
**205 W. High Street, P.O. Box 308**  
**Rockville, Indiana 47872**  
**Telephone: (765) 569-2088**

274

CARL HUXFORD SSP  
PARKE COUNTY RECORDER  
I 20070739 MI 101/274  
CMH Date 03/27/2007 Time 13:44:00  
Recording Fees: 214.00

### AMENDED COVENANTS AND RESTRICTIONS FOR PARADISE BAY ESTATES

*Paradise Bay is a platted subdivision in Union Township, Parke County, Indiana. The plat of Paradise Bay Estates was recorded in Plat Book 4, page ~~25~~<sup>265</sup> in the Office of the Recorder of Parke County, Indiana. The original Covenants and Restrictions for Paradise Bay Estates were approved on April 6, 1987, and recorded on April 6, 1987, in Miscellaneous Volume 54, page 306, in the Office of the Recorder of Parke County, Indiana, and such covenants and restrictions have been amended from time to time as follows:*

- *an amendment recorded on November 4, 1992, in Miscellaneous Volume 65, page 554, in the Office of the Recorder of Parke County, Indiana,*
- *an amendment recorded on September 25, 1995, in Miscellaneous Volume 73, page 18, in the Office of the Recorder of Parke County, Indiana,*
- *an amendment recorded on April 5, 1997, in Miscellaneous Volume 76, page 451, in the Office of the Recorder of Parke County, Indiana,*
- *an amendment recorded on August 10, 2001, in Miscellaneous Volume 87, page 222, in the Office of the Recorder of Parke County, Indiana,*
- *an amendment recorded December 28, 2001, in Miscellaneous Volume 88, page 138; and,*
- *other miscellaneous amendments if any.*

*The Covenants and Restrictions for Paradise Bay Estates provide in part that:*

*"These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of 10 years unless prior to the expiration of any such 10 year period, an instrument signed by the owners of records of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part."*

*Therefore, with the authority vested in the paragraph above, we, the undersigned individuals representing the majority of the lot owners in Paradise Bay Estates, do amend in whole and supersede the previously adopted Covenants and Restrictions for Paradise Bay Estates, including any amendments dated prior to the effective date of this document.*

*Invalidation by a judgment or decree of one or more of the Covenants, Restrictions, Limitations or Bylaws within this document will not invalidate the other provisions of the document and all other remaining provisions shall remain in full force*

deb

and effect. Singular or plural may be used interchangeably within this instrument, and references to masculine, feminine, or neutral may be used interchangeably within this instrument.

*These Amended Covenants and Restrictions for Paradise Bay Estates and the Bylaws for the Paradise Bay Estates Property Owners Inc. will take full force and effect when this document is recorded in the Office of the Recorder of Parke County, Indiana.*

**ARTICLE I  
DEFINITIONS**

The following words when used in this instrument or in any instrument supplemental hereto (unless the context shall prohibit) shall have the following meanings:

*"Association"* shall mean and refer to Paradise Bay Estates Property Owners, Inc., an Indiana not-for-profit corporation formed on February 5, 1993, or any renamed, or successor corporation or organization.

*"The Properties"* shall mean and refer to all of the real estate contained within the original legal description set forth in pages two, three and four of the original Covenants and Restrictions for Paradise Bay Estates recorded on April 6, 1987, in Miscellaneous Volume 54, page 306, in the Office of the Recorder of Parke County, Indiana, a copy of which legal description taken from pages two, three and four of said original Covenants and Restrictions is attached hereto as "Attachment A" and incorporated herein by reference.

*"Common Properties"* shall mean and refer to those areas within The Properties shown on a recorded plat that were intended to be devoted to the common use and enjoyment of the owners of parcels within The Properties and the members of the Association.

*"Original Lot"* shall mean lots as shown on the approved and recorded plats contained within The Properties but shall not include the Common Properties.

*"Owner"* shall mean and refer to the deed or other fee simple owner or owners of record of an Original Lot as shown by an instrument recorded in the Plat Office of Parke County, Indiana.

*"Equitable Owner"* shall mean and refer to the purchaser or purchasers by means of a real estate conditional sales contract as shown by an instrument recorded in the Plat Office of Parke County, Indiana.

*"Member"* shall mean and refer to the members of the Association as shown in the records of the Association.

**ARTICLE II  
PROPERTY SUBJECT TO COVENANTS AND  
RESTRICTIONS FOR PARADISE BAY**

**Section 1. The Subject Properties**

The property subject to the Covenants and Restrictions for Paradise Bay shall be all the real estate contained within the original legal description set forth in "Attachment A."

**Section 2. Additional Plats**

Within the real estate contained within the original legal description set forth in pages two, three and four of the original Covenants and Restrictions for Paradise Bay Estates recorded on April 6, 1987, in Miscellaneous Volume 54, page 306, in the Office of the Recorder of Parke County, Indiana, all future plats approved by the Parke County Board of Zoning Appeals and the Parke County Commissioners shall be subject to the Covenants and Restrictions and Bylaws for Paradise Bay Estates, including any future amendments thereof, including specifically the future plats are subject to the requirements herein related to Association membership, Association fees, and Association assessments. The Developer's right to create future planned subdivisions within The Properties shall not bind the Developer to do so.

**ARTICLE III  
PROPERTY RIGHTS IN THE COMMON PROPERTIES**

**Section 1. Members' Easements and Enjoyment**

Subject to the provisions of Article III, Section 2, every Member has the right and easement of enjoyment to use the Common Properties and this easement is appurtenant to and granted with any transfer of any Original Lot and will pass with the transfer of title to the future Owner of each Original Lot.

**Section 2. Extent of Members' Easements**

The rights and easement of enjoyment created by this document are subject to the conditions below.

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- a. The Association has the right to take steps as reasonably necessary to protect the Common Properties from foreclosure or other judicial attachment.
- b. The Association has the right, as provided in its Articles and Bylaws, to suspend the enjoyment rights of a Member as follows:
  - i.) for any period of time during which the Member has any unpaid and past due Association fees or assessments;
  - ii.) for a period of time not to exceed 30 days for a single infraction of the rules of the Association which may be adopted from time to time and provided in writing to the Members; and
  - iii.) for a continuous period of time during which a Member fails to correct the infraction of a rule or rules that the Association has notified him to be in violation of.
- c. The Association has the right to charge reasonable use fees for the use of the Common Properties to defray the costs of maintenance of the Common Properties. Any use fees which remain unpaid 30 days after a written notice of fees due shall be added to the assessments of the Member not paying such use fees, and be subject to collection in the same manner as any other assessments.

**ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1. Membership**

Every Owner or Equitable Owner of an Original Lot in Paradise Bay Estates shall become a Member of the Association.

In the event that an Original Lot is subject to an ownership interest by an Equitable Owner, the Owner of such lot shall not be required to remain a Member of the Association as long as such lot is subject to an ownership interest by an Equitable Owner and the Equitable Owner is a Member in good standing of the Association.

Persons not holding any interest in any lot in Paradise Bay Estates as an Owner or Equitable Owner may become non-voting Members of the Associations under terms and conditions which may be prescribed by the Board of Directors of the Association.

**Section 2. Voting Rights of the Members**

The Association shall have one class of voting membership. Voting Members of the Association shall consist of:

Section 3. Voting Proxies

Votes at an annual or special meeting may be cast by written proxy. All proxies shall be in writing, signed by the Member having the right to cast the vote, shall designate the person who may cast the vote or votes by proxy, and shall indicate the number of Original Lots and identify the Original Lots by lot number for which the proxy vote may be cast.

- a. Owners of Original Lots not subject to an ownership interest by an Equitable Owner, who are Members in good standing of the Association;
  - b. Owners of Original Lots who are Members in good standing of the Association and are subject to an ownership interest by an Equitable Owner who has not been assigned the voting rights for the lot; and
  - c. Equitable Owners of Original Lots who are Members in good standing of the Association and have been assigned the voting right to the lot by the Owner through a written document. Under these circumstances, a copy of the voting assignment, in a form approved by the Board of Directors of the Association, must be provided to the Association so that the Equitable Owner's vote may be exercised and recognized by the Association.
- In order to be a Member in good standing of the Association, a Member shall have paid in full all Association assessments against any Original Lots of which the Member is the Owner or Equitable Owner due and owing on or before the date the voting right is exercised.
- The right to vote on behalf of an Original Lot vests in the Owner unless the right to vote on behalf of an Original Lot has been assigned to an Equitable Owner as provided above; however, an Owner may grant a written proxy as provided in Article IV, Section 3.
- Each voting Member shall be entitled to cast one vote for each Original Lot for which the voting member is the Owner or Equitable Owner who has been assigned the voting right to such lot or lots as set forth above. Under the circumstances that the Owner or Equitable Owner of an Original Lot consists of one or more persons, whether natural persons, an organization, or a combination of a natural person or persons and an organization, the voting right for such lot shall be exercised as such persons determine among themselves. The Board of Directors of the Association may, however, require that such an Owner provide to the Board of Directors a written designation of the person entitled to exercise the voting rights of such Owner or Equitable Owner.

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**ARTICLE V  
PAYMENT OF ASSESSMENTS AND FEES LEVIED BY THE ASSOCIATION**

**Section 1. Creation of the Lien and Personal Obligation of the Assessments**

At the time of the dedication of the plat and the creation of the original Covenants and Restrictions for Paradise Bay Estates, and the governmental approval thereof, the Developers, as the owners of all of The Properties, created an obligation to pay certain assessments. The subsequent owners of lots within The Properties are deemed to accept, by the acceptance of deeds or other conveyances to lots within The Properties, the obligation to pay these assessments.

The assessments which the Owners of the Original Lots are obligated to pay to the Association are, but may not be limited to:

- a. initiation assessment;
- b. annual assessments;
- c. special assessments; and
- d. emergency assessments.

**Section 2. Purpose of the Assessments**

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Members of the Association and The Properties. Such allowable uses for the assessments shall include, but not be limited to:

- a. maintenance, repair, replacement, and additions to the roads and other property and improvements owned by the Association,
- b. the costs of operation of the Association including legal and accounting fees,
- c. taxes and governmental assessments, and
- d. insurance.

**Section 3. Assessments**

**a. Initiation Assessment**

When the Ownership interest of an Original Lot transfers, an initiation assessment will be charged. The initiation assessment imposed upon an Original Lot shall be paid by the Owner or Equitable Owner as recorded in the

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Parke County Recorder's office within 30 days from the date of the transfer document by which the Owner or Equitable Owner transferred an Ownership Interest.

The initiation assessment imposed on each Original Lot at the time that the Ownership interest is transferred will be determined by the Bylaws of the Association and may be changed from time to time by the Association Membership as provided for in this document.

Payment of the initiation assessment fee on any Owned Lot does not relieve the Owner or Equitable Owner from the responsibility to pay the annual assessment and/or special assessments and/or emergency assessments for such Original Lot or Lots.

**b. Annual Assessments**

Annual assessments shall be due on January 1<sup>st</sup> of each calendar year.

The Owner or Equitable Owner showing an equity interest in any Original Lot on January 1<sup>st</sup> of that calendar year as recorded in the Parke County Recorder's office, shall be responsible for payment of the annual assessment for such Original Lot or Lots.

The amount of the annual assessment imposed on each Original Lot will be determined by the Bylaws of the Association and may be changed from time to time by the Association Membership as set forth in Article V, Section 6.

**c. Special Assessments**

Any special assessments imposed by a vote of the Members of the Association as provided in Article V, Section 6 below shall be imposed upon the Owner and/or Equitable Owner of each Original Lot. Special assessments shall be paid by the Owner or Equitable Owner as recorded in the Parke County Recorder's office within 30 days of notification by the Association to the Owner or Equitable Owner that such special assessments are due.

**d. Emergency Assessments**

The Board of Directors of the Association may impose an emergency assessment to pay the cost of actions taken to protect the health, safety and welfare of the Members of the Association, The Properties, the Common Properties, or their improvements even though an Association meeting was unable to be conducted prior to taking the emergency actions. Emergency assessments shall be paid by the Owner or Equitable Owner as recorded in the Parke County Recorder's office within 30 days of notification by the Association to the Owner or Equitable Owner that such an emergency assessment is due.

**e. Amount of Assessments**

The amount of the initiation and annual assessments in effect at the time of the adoption of these covenant and restrictions is as set forth in Attachment B.

**Section 4. Responsibility for Payment of Assessments and Fees**

All assessments are the responsibility of the Owner of the Original Lot and are required to be paid in the time frame and manner as set forth in Article V, Section 3 and the Bylaws of the Association. The failure of any Equitable Owner to pay any assessment imposed by this instrument or the Association shall not relieve the Owner from his personal obligation to pay such assessments or fees, and all unpaid assessments and fees shall constitute a lien against the Original Lot or Lots as long as unpaid.

**Section 5. Failure to Pay an Assessment or Fee**

An assessment or fee unpaid 30 days after the Association has given proper notice to the Owner or Equitable Owner will be considered past due. Past due assessments and fees will generate an interest penalty, the amount to be determined by the maximum rate of interest allowed by the laws of the State of Indiana. In addition to the interest penalty, all Association costs of collection including related attorney fees will be charged to the Owner or Equitable Owner. The assessments or fees, together with interest penalties if collected as past due and the cost of collection if incurred, including attorney fees, shall be a charge against the real estate of the Owner within The Properties and shall constitute a lien against the real estate of the Owner within The Properties unless or until paid in full, and shall also be the personal obligation of the Owner. All persons having an ownership interest in an Original Lot are jointly and severally liable for the payment of assessments.

**Section 6. Changes in the Amounts of the Initiation or Annual Assessments, and the Establishment of Special Assessments and Emergency Assessments**

- a. **Notice of Meeting of the Association to consider Assessment Changes or the Establishment of a Special Assessment**

The amount of the initiation or annual assessment may be changed from time to time at either the annual meeting of the Association or a special meeting of the Association. Special assessments also may be imposed from time to time at either the annual meeting of the Association or a special meeting of the Association.

If a change in the initiation or annual assessments or the imposition of a special assessment is to be considered at a meeting of the Association, the Association shall provide at least 30 days prior written notice of the date, time

and place of such meeting to the voting Members of the Association and notice of the fact that consideration of a change in the initiation assessment and/or annual assessment or the imposition of a special assessment will be a subject for possible action at the meeting.

b. Quorum at an Association Meeting called to Consider Change in an Established Assessment or to Discuss Imposing a Special Assessment

To establish a change in the initiation or annual assessment, or to impose a special assessment, a quorum of voting Members in good standing shall be present, either in person or by written proxy, representing at least sixty percent (60%) of the Original Lots at a meeting at which such change of the assessment or the imposition of a special assessment is being considered. No voting shall occur without the required quorum.

The vote necessary to adopt a change in the assessment or the imposition of a special assessment shall be the votes of at least two-thirds (75%) of the votes cast by the Original Lots in person or by written proxy.

In the event that a quorum is not present at a meeting at which a change to the initiation or the annual assessment or the imposition of a special assessment is to be considered, a subsequent meeting may be called, subject to notice to the voting Members of the date, time and place of the meeting mailed at least 30 days prior to the meeting, and the quorum for such subsequent meeting shall be one-half (50%) of the required quorum for the prior meeting.

c. Emergency Assessments

In the event that the Board of Directors determines that an emergency situation exists within the Properties which requires an immediate remedy to protect the health, safety and welfare of the Members of the Association, the Board of Directors shall exercise discretion in fulfilling its obligation to the Members by taking the necessary action to alleviate the emergency situation. An emergency assessment to pay costs associated with the remedy or remedies of the event, shall then be imposed on each Member and will not require a meeting of the voting membership. Emergency assessments shall be paid by the Owner or Equitable Owner as recorded in the Park County Recorder's office within 30 days of notification by the Association to the Owner or Equitable Owner that such emergency assessments are due. If the emergency assessment is unpaid 30 days after proper notification, it will be considered past due and collectible as any other assessment under the provisions in Article V, Section 5.

**Section 7. Notification to Association Members**

Any notice required to be given by the Association to Members, Owners, or Equitable Owners shall be deemed sufficient notice if given by first class U.S. mail, postage prepaid, addressed to the person and the address for each Original Lot pursuant to the records of the Treasurer of Parke County, Indiana, for the mailing of real estate tax statements. Any Member, Owner or Equitable Owner may provide a different person and address for receipt of such notices to the Association, in writing, and the Association shall use such person and address for notices until notified in writing to use a different person and address.

**ARTICLE VI  
FORMATION AND OPERATION OF  
PARADISE BAY ESTATES PROPERTY OWNERS, INC.**

**Section 1. Incorporation of the Association**

The Association shall be an Indiana not-for-profit corporation and shall conduct business by and through its Board of Directors.

**Section 2. The Board of Directors**

The Board of Directors shall be charged with protecting the health, safety and welfare of the Members of the Association, and their interests in The Properties, the Common Properties and their improvements. The Board will consist of five directors elected from the Members of the Association at the annual meeting of the Association conducted pursuant to the Corporate Bylaws of the Association. Directors must be Members of the Association in good standing and shall serve a term of two years. No director may serve more than two consecutive two year terms. Any vacancy on the Board of Directors shall be filled by appointment, determined by a majority vote of the remaining directors, to serve the unexpired term of the vacating director.

**Section 3. Election of the Board of Directors**

Members in good standing shall elect directors from the membership at the annual meeting of the Association conducted pursuant to the Corporate Bylaws of the

Association. Three directors shall be elected in odd numbered years and two directors shall be elected in even numbered years. The elected directors shall be the two or three persons receiving the highest vote totals from the votes cast, either in person or by written proxy, at such meeting, with each voting Member casting one vote for each Original Lot the voting Member has the right to vote.

**Section 4. Officers of the Association**

The Board of Directors shall appoint a President and Vice President from among the directors. The President shall serve as the Chairperson of the Board of Directors and shall preside over meetings of the Board of Directors and the Association.

The Vice President shall preside over meetings of the Board of Directors and the Association in the absence of the President.

The Board of Directors shall appoint Members in good standing within the Association to serve the Association in the positions of Secretary and Treasurer. The Secretary and the Treasurer shall serve at the pleasure of the Board of Directors without term limitations. The Secretary and the Treasurer shall not be members of the Board of Directors by virtue of his/her position as Secretary or Treasurer, however a director may be appointed Secretary or Treasurer.

The Secretary shall maintain the records of the Members of the Association and take and maintain minutes of the meetings of the Board of Directors and the Association.

The Treasurer shall collect, deposit, and hold all monies collected on behalf of the Association and shall disburse monies on behalf of the Association as directed by the Board of Directors for the benefit of the Members of the Association.

**Section 5. Decisions and Meetings of the Board of Directors**

Three members of the Board of Directors shall constitute a quorum upon which decisions may be determined with a simple majority vote. In the event of a tie vote, the President shall cast a tie-breaking vote, even if the casting of the tie-breaking vote constitutes a second vote by the President.

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**ARTICLE VII  
PERPETUITY OF THESE COVENANTS**

These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of 10 years, unless an instrument signed by the owners of record of a majority of the Original Lots in Paradise Bay Estates has been recorded in the Office of the Recorder of Parke County, Indiana, changing or modifying said covenants and restrictions in whole or in part within the 180 day period prior to the expiration of the 20 year period or any successive 10 year period.

However, these restrictions may be amended at any time by an instrument signed by the then owners of record of at least two-thirds (2/3) of the Original Lots in Paradise Bay Estates recorded in the Office of the Recorder of Parke County, Indiana, changing or modifying said covenants and restrictions in whole or in part.

**ARTICLE VIII  
ADDITIONAL COVENANTS, LIMITATIONS, and BYLAWS**

**Section 1. Improvements on Original Lots**

- 1.1 Any of the Original Lots for which a portion of its area is subject to a warranty deed of flowage easement to the United States government must be used and developed in compliance with the warranty deed of flowage easement as interpreted by the U.S. Army Corps of Engineers on behalf of the United States government.
- 1.2 Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 8 feet of all side lot lines and 20 feet of the rear lot lines of all of the Original Lots. Such other easements are hereby reserved to enter upon The Properties if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether underground or above ground. Further easements are reserved as shown upon the recorded plat. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by pole lines pass over some portion of a lot outside of the 8 feet or 20 foot easement area as long as such wires or cables do not hinder the construction of buildings on the lot. All utilities shall be underground unless prohibited by government regulations or reasonable construction practices dictate above ground construction.

- 1.3 All lots within The Properties shall be designated as residential lots, shall be sold and used strictly for residential purposes, and no building shall be erected on The Properties that is intended for business or commercial purposes.
- 1.4 Any dwelling erected, placed, altered or restored on The Properties must be approved in writing by three members of the Board of Directors prior to the commencement of construction. Such approval will be made upon the submission of satisfactory plans to the Board of Directors, including a scaled map indicating the location of the building on the lot, its size, and its setback from lot lines. The proposed plans and specifications must include a construction schedule, which calls for the completion of construction within one year after commencement. All Owners and Equitable Owners shall allow the Board of Directors or its representatives access to the construction site in order to carry out necessary inspections or observations required under this restriction. Upon written approval by the Association, the applicant will be issued a building permit. No Association building permit shall be issued to any person who is not in good standing.
- The requirement to obtain an Association building permit is in addition to and does not relieve the applicant of the requirements to obtain an improvement location permit and building permit from Parke County, Indiana.
- In the event that construction has commenced but is not completed within one year after the issuance of an Association building permit, the applicant must reapply for an Association building permit and the permit will be considered for renewal as outlined in the Association Bylaws. The Association may impose a fee for issuance of a second building permit.
- The requirement to renew an Association building permit is supplemental to the Association rights under these Covenants and Restrictions. Any construction without required permits will be considered a violation of these Covenants and Restrictions and the Association may take action using any remedy available under Indiana law.
- 1.5 All dwellings on The Properties shall be under one roof and only one dwelling shall be allowed on an Original Lot.
- 1.6 All structures must be set back at least 25 feet from the front lot line.
- 1.7 Dwellings must be constructed on an approved foundation. Footings must be 32 inches below grade and in compliance with Indiana State and Parke County building codes.



- 1.8 Any residence erected or placed upon any lot on The Properties shall have a ground floor area of not less than 1250 square feet, or if the dwelling is two stories, not less than 900 square feet on the ground floor (excluding open porches, breeze-ways, terraces, garages and exterior stairways). All dwellings including manufactured housing as defined by Indiana Code 22-12-1-16, as such code section exists on the effective date of these amended Covenants and Restrictions, shall be new construction. Reassembly of a previously disassembled structure shall not be considered new construction. No mobile structure as defined by Indiana Code 22-12-1-16 shall be erected or placed upon any lot on the Properties unless such mobile structure is a certified mobile structure pursuant to Indiana Code 22-15-4-1, et seq.
- 1.9 There shall be no trailers or mobile homes allowed on the Original Lots.
- 1.10 No out-buildings or privies shall be maintained within The Properties except one detached garage and one storage building shall be permitted on each Original Lot with a dwelling. All sanitary sewage disposal systems must comply with Indiana law.
- 1.11 Any dwelling, garage or storage building on The Properties that may be in whole or in part destroyed by fire, windstorm or any other cause, must be rebuilt and/or all debris removed and the building site restored to a sightly manner within fifteen months of the event.
- 1.12 No Original Lot shall be subdivided in order to create more than one building site on an Original Lot.

**Section 2. Roads, Parking, and Vehicle Limitations, within The Properties**

- 2.1 The roads in The Properties will be private roads. Roads will be provided for the use of Members and their guests. Members and their guests may use the roads and Common Properties but shall not enter upon the Original Lots of other Owners or Equitable Owners without their consent. All roads within The Properties shall be maintained by the Association unless by a vote representing two-thirds (2/3) of the Original Lots at an annual meeting it is decided to request that Parke County accept the roads as public roads and Parke County accepts the roads as public roads.
- 2.2 There shall be a 15 mile per hour speed limit on all of the roads within The Properties.
- 2.3 All Original Lots shall provide parking facilities within such lots for the parking of Members and their guests. There shall be no on street parking within The Properties.

- 2.4 No Member shall allow overnight parking or storage of commercial vehicles having a gross vehicle weight of 6,000 pounds or more on The Properties except as may be necessary during construction. No semi-tractors or their trailers shall be allowed to park within The Properties, except as may be necessary during construction or for deliveries.
- 2.5 No vehicle known as a dirt bike, mini-bike, go-cart, three wheeler, four wheeler, all terrain vehicle or off road vehicle shall be used on The Properties, including the Association roads, unless such vehicle has a valid license plate and is equipped so that it may be legally operated on the public roads of Indiana; however, this restriction shall not restrict the use of golf carts on The Properties. All golf carts operated after dark must be equipped with and use headlights and taillights. Flashlights or other portable lights are not an acceptable substitute.
- 2.6 There shall be no unlicensed and/or inoperable motor vehicles on The Properties.

**Section 3. Obligations to Protect the Enjoyment of Other Members and Guests within The Properties**

- 3.1 No noxious or offensive activities shall be carried on or performed within The Properties which shall constitute a nuisance to the Owners or occupants of other Original Lots. Members and their guests shall keep easements, lots and Common properties free of all trash, rubbish, and refuse. Dead fish shall be buried or removed.
- 3.2 Owners or Equitable Owners of lots shall maintain their lots in an orderly manner, and shall trim trees and their growth in such a manner as to allow passage and visibility for drivers using Association roads.
- 3.3 Members shall have the right to question the presence of persons on The Properties who are believed to be persons who are not Members or guests and are therefore trespassing.
- 3.4 Camping will only be permitted on Original Lots with a fully constructed dwelling.
- 3.5 Use of firearms within The Properties is prohibited. There shall be no hunting, trapping or other molesting of wild animals within The Properties.
- 3.6 Domesticated animals shall be fenced, tied or otherwise restrained. There shall be no farm animals kept within The Properties.
- 3.7 Open fires for leaves, brush, etc. shall be constantly attended and shall be extinguished if not attended.

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**Attachment A**  
**DESCRIPTION OF THE PROPERTIES**

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION:**  
**ADDITIONS THERETO**

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictive Covenants, is located in Parke County, Indiana and is more particularly described as follows:

1. The Northeast quarter of the Southwest quarter of Section 16, Township 15 North, Range 6 West. Also, the East half of the Northwest quarter of the Southwest quarter of Section 16, Township 15 North Range 6 West containing in all 60 acres, more or less EXCEPT THE FOLLOWING:

(a) A tract consisting of 27.30 acres, more or less, conveyed to the United States of America and its assigns, by Fermin E. Sturgeon and Edith Sturgeon, his wife, on February 17, 1959, by a Warranty Deed of Conveyance recorded at 124 Deed Record 533 of the Record of Deeds at the office of the Recorder for Parke County, Indiana.

(b) A tract consisting of 17.78 acres, more or less, conveyed to the Indiana Department of Conservation by Fermin E. Sturgeon and Edith Sturgeon, his wife, on July 27, 1961, by a Warranty Deed of Conveyance recorded at 128 Deed Record 127 of the Record of Deeds at the office of the Recorder for Parke County, Indiana.

**SUBJECT TO:** The terms and conditions and restrictions upon tracts consisting of 3.24 acres, more or less, (A 118 E 1); 0.55 acres, more or less (A 118 E 2) and 5.12 acres, more or less (A 118 E 3) conveyed to the United States of America, and its assigns by Fermin E. Sturgeon and Edith Sturgeon, his wife on February 17, 1959, by a Warranty Deed of Flowage Easement recorded at 124 Deed Record 535 of the Record of Deeds at the Office of the Recorder for Parke County, Indiana, containing, less said two exceptions, 14.92 acres, more or less, subject to said Flowage Easement.

Situate in the State of Indiana, County of Parke and being a part of the Northwest quarter of Section 16 and part of the West half of Section 9 all in Township 15 North, Range 6 West of the Second Principal Meridian, were particularly described as follows:

Beginning at a stone marking the Southwest corner of the Northwest quarter of Section 16, Township 15 North, Range 6 West; thence North 0 degrees 47 minutes 33 seconds East 3170.26 feet with the West line of said Northwest quarter and the West line of Section 9 to the South right-of-way of U. S. Highway 36; thence with the south right-of-way of said U. S. Highway 36 North 70 degrees 14 minutes 21 seconds East 186.33 feet; thence South 37 degrees 51 minutes 13 seconds East 451.12 feet; thence South 65 degrees 49 minutes 33 seconds East 88.50 feet to the U. S. Government severance line of Hunsfield Indiana Reservoir as monumented in 1980; thence with said monumented line South 12 degrees 45 minutes 30 seconds East 118.04 feet; thence South 9 degrees 37 minutes 23 seconds East 73.19 feet; thence South 6 degrees 45 minutes 36 seconds West 199.98 feet; thence South 41 degrees 32 minutes 30 seconds East 187.27 feet; thence South 29 degrees 27 minutes 10 seconds East 345.20 feet;

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thence South 20 degrees 23 minutes 07 seconds East 254.10 feet; thence North 55 degrees 00 minutes 01 seconds East 242.96 feet; thence South 45 degrees 23 minutes 37 seconds East 197.70 feet; thence South 55 degrees 30 minutes 31 seconds East 158.78 feet; thence South 56 degrees 52 minutes 11 seconds East 238.61 feet; thence South 0 degrees 05 minutes 42 seconds East 230.39 feet; thence South 22 degrees 09 minutes 30 seconds East 247.39 feet; thence South 14 degrees 33 minutes 02 seconds West 249.74 feet; thence South 1 degree 33 minutes 12 seconds East 292.10 feet; thence South 13 degrees 41 minutes 15 seconds East 183.36 feet; thence South 58 degrees 30 minutes 30 seconds East 141.40 feet; thence South 59 degrees 37 minutes 00 seconds East 96.26 feet; thence South 1 degree 33 minutes 02 seconds West 263.47 feet; thence South 25 degrees 28 minutes 13 seconds West 230.14 feet; thence North 20 degrees 59 minutes 50 seconds West 197.53 feet; thence North 30 degrees 06 minutes 47 seconds West 302.89 feet; thence South 3 degrees 48 minutes 51 seconds West 142.64 feet; thence South 16 degrees 38 minutes 40 seconds West 253.78 feet; thence North 70 degrees 34 minutes 17 seconds West 381.06 feet; thence North 83 degrees 41 minutes 12 seconds West 363.68 feet; thence North 23 degrees 02 minutes 54 seconds West 213.96 feet; thence North 12 degrees 07 minutes 13 seconds West 180.82 feet; thence North 85 degrees 07 minutes 47 seconds West 170.35 feet; thence North 49 degrees 34 minutes 27 seconds West 183.86 feet; thence South 44 degrees 01 minute 18 seconds West 224.18 feet; thence South 81 degrees 47 minutes 47 seconds East 357.41 feet; thence South 2 degrees 15 minutes 46 seconds West 104.86 feet; thence South 3 degrees 56 minutes 23 seconds East 213.03 feet; thence South 82 degrees 09 minutes 14 seconds West 588.13 feet; thence South 79 degrees 10 minutes 47 seconds East 451.71 feet; thence South 79 degrees 31 minutes 13 seconds East 215.44 feet; thence South 74 degrees 01 minute 33 seconds East 93.76 feet; thence South 76 degrees 49 minutes 04 seconds East 373.72 feet; thence South 72 degrees 08 minutes 28 seconds East 261.38 feet; thence South 57 degrees 37 minutes 13 seconds East 30.52 feet; thence South 15 degrees 36 minutes 03 seconds West 321.20 feet; thence South 22 degrees 57 minutes 00 seconds West 379.66 feet; thence South 13 degrees 02 minutes 09 seconds West 214.18 feet; thence South 15 degrees 34 minutes 48 seconds West 263.61 feet; thence North 07 degrees 26 minutes 24 seconds West 236.47 feet; thence South 48 degrees 38 minutes 34 seconds West 160.03 feet; thence South 3 degrees 43 minutes 32 seconds West 256.22 feet; thence North 84 degrees 11 minutes 07 seconds West 268.84 feet; thence South 44 degrees 24 minutes 43 seconds East 177.99 feet; thence South 64 degrees 56 minutes 48 seconds West 90.84 feet; thence South 46 degrees 21 minutes 30

seconds West 179.80 feet; thence South 81 degrees 25 minutes 37 seconds West 180.32 feet; thence South 61 degrees 27 minutes 07 seconds East 143.69 feet; thence North 79 degrees 06 minutes 55 seconds East 172.88 feet; thence South 81 degrees 44 minutes 37 seconds East 107.18 feet; thence South 40 degrees 11 minutes 14 seconds West 124.02 feet; thence North 49 degrees 10 minutes 54 seconds East 229.38 feet; thence North 73 degrees 07 minutes 40 seconds East 163.74 feet; thence South 32 degrees 10 minutes 09 seconds East 150.03 feet; thence South 13 degrees 21 minutes 33 seconds West 361.12 feet to the South line of the Northwest quarter of the aforesaid Section 16; thence leaving the aforesaid severance line North 88 degrees 22 minutes 03 seconds West 1265.27 feet with the South line of said Northwest quarter to the point of beginning, containing 171.94 acres.

Subject to the Easement granted to the United States of America for the operations of Mansfield (Indiana) Reservoir and all other pertinent easements and rights-of-way of record.

**Attachment B**

**BYLAWS OF PARADISE BAY ESTATES PROPERTY OWNERS INC.**

**Section 1. Amount of Assessment Fees**

*a. Initiation Assessments*

Each Owner or Equitable Owner who acquires an ownership interest in an Original Lot, will pay an initiation assessment fee of \$150 for the first Original Lot acquired.

*b. Annual Assessments*

Each Owner or Equitable Owner of an Original Lot as recorded in the Parke County Recorder's Office shall pay on or before the 1<sup>st</sup> day of January of each calendar year, the annual assessment fee of \$500 for the first Original Lot acquired. In the event that the Owner or Equitable Owner of an Original Lot also holds an equity interest in subsequent Original Lots, then the Owner or Equitable Owner shall pay on or before the 1<sup>st</sup> day of January of each calendar year the annual assessment fee of \$250 for each subsequent Lot deeded to the same Owner.

**Section 2. Building Permits**

There will be no fee charged to Members applying for an initial building permit from the Association. Members renewing a previously issued building permit will be subject to a \$500 renewal fee.