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APRIL WHETSTONE
WHITLEY COUNTY RECORDER
COLUMBIA CITY, IN
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**FIRST AMENDMENT TO THE
PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS
FOR THE PLAT OF
THRESHER RIDGE SECTION V

CHURUBUSCO, INDIANA**

**FIRST AMENDMENT TO THE
PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS
FOR THE PLAT OF
THRESHER RIDGE SECTION V,
AN ADDITION TO THE TOWN OF CHURUBUSCO, INDIANA,
PER PLAT RECORDED ON JULY 21, 2016 AS DOCUMENT #2016070320**

THIS FIRST AMENDMENT TO THE PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS FOR THE PLAT OF THRESHER RIDGE SECTION V (“First Amendment”) is made on the day hereinafter set forth by THRESHER RIDGE LIMITED PARTNERSHIP, in its capacity as the Developer of Thresher Ridge Section V, Churubusco, Indiana, according to the Plat thereof recorded on July 21, 2016, in the Office of the Recorder of Whitley County, Indiana, as Document Number 2016070320 (“Plat”).

WHEREAS, on February 9, 2017, the Protective Restrictions, Covenants & Easements for the Plat of Thresher Ridge Section V, an Addition to the Town of Churubusco, Indiana, was recorded in the Office of the Recorder of Whitley County, Indiana, as Document Number 2017020158 (“Original Covenants”);

WHEREAS, by the terms of Section 5.25.3 of the Original Covenants, the Developer has the exclusive right for a period of two years from the date that the Plat and Covenants are recorded to amend the Original Covenants and the execution and recording of this First Amendment is being made within two years of the recording of the Plat and Original Covenants;

NOW THEREFORE, Thresher Ridge Limited Partnership, in its capacity as the Developer of Thresher Ridge Section V, hereby declares that the Original Covenants are hereby amended as follows:

1. Section **5.12 Antennas** of the Original Covenants shall be deleted in its entirety and replaced with the following:

“Section 5.12 **Antennas/Solar Panels**. No radio or television antenna, satellite receiver dish, solar panel(s) or similar structures (collectively “Antenna/Panels”) shall be allowed on any Lot or attached to any home, building or structure of any kind that attains a height of more than three (3) feet above the highest portion of the Living Unit on the Lot. In addition, any Antenna/Panel, individually or in combination with all other Antenna/Panels that are a part of a system, shall not be larger than five (5) feet in height, width and total square footage without approval of the Architectural Control Committee. The location of all Antennas/Panels shall require the approval of the Architectural Control Committee.”

2. Section **5.10 Free Standing Poles** of the Original Covenants shall be deleted in its entirety and replaced with the following:

Pursuant to IC 36-2-11-15(d): I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Michael T. Blee

This Instrument Prepared by: Michael T. Blee, Attorney-at-Law, 522 South 13th Street, Decatur, IN 46733 - Attorney Identification No. 4118-02