

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS
& EASEMENTS AS PART OF THE PLAT OF
WATER'S EDGE / EAST RIDGE SUBDIVISION
AN ADDITION TO THE CITY OF DECATUR ADAMS
COUNTY, INDIANA

Ralph E. Biggs and Steven J. Kreigh, hereby declare that they are the owners of the real estate shown and described in this plat and do hereby layoff, plat and subdivide said real estate in accordance with the information shown on the plat, being the certified plat attached hereto and incorporated herein. The subdivision shall be known as Water's Edge / East Ridge Subdivision, and Addition to the City of Decatur, Adams County, Indiana.

The lots will be numbered from 1 to 89 and all dimensions are shown in feet and decimals of feet. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose. Lots 1 -28 will be in the Water's Edge Section and lots 29-89 will be in the East Ridge Section.

1. **DEFINITIONS:** The terms hereinafter set forth shall have the following meanings:
 - A. "Developer" shall mean G.K.B. Enterprises, an Indiana General Partnership, Ralph E. Biggs and Steven J. Kreigh partners.
 - B. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a dwelling or other structure may be erected in accordance with the restrictions hereinafter set forth.
 - C. "Owner" shall mean and refer to the holder, whether one or more persons or entities, of the fee simple title to any lot.
 - D. "Lessee" shall mean and refer to a person leasing from an Owner, whether one or more persons or entities, situated in the Addition.
 - E. "Association" shall mean and refer to the duly established Community Association.

COPY

2000000004685
Filed for Record in
ADAMS COUNTY, IN
FAYE B HAGGARD
On 11-30-2000 At 08:51 am.
PLAT 42.00
Book 18 Page 87 - 99

- F. "Member" shall mean any person who may be entitled and obligated to hold one or more memberships in the Community Association.
 - G. "Membership" shall mean any membership in the Community Association entitled to one vote and one assessment as hereinafter set forth. A member may hold one or more memberships.
 - H. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat and intended to be devoted to the common use and enjoyment of the Owners and Lessees in the Addition.
 - I. "Street" shall mean any street, avenue, roadway, cul-de-sac, or boulevard of whatever name which is shown on the recorded plat of said Addition, and which has been heretofore and is hereby, dedicated to the public for the purpose of a public street or boulevard purposes.
 - J. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain other approvals in connection with improvements and developments
- 2. USE. No lot shall be used except for single family residential purposes. All dwellings in Water's Edge must have an attached two-car garage with minimum width of 20 feet and all dwellings in East Ridge must have an attached garage with a minimum width of 16 feet.
 - 3. DRIVEWAYS. All driveways from the street to the garage shall be of hard surface and not less than sixteen (16) feet in width on lots 1-28 Water's Edge or ten (10) feet wide on lots 29 -89 in East Ridge.
 - 4. MINIMUM AREA. No dwelling shall be erected or permitted on any lot with a ground floor area up - on the foundation, exclusive of open porches, breezeways, or garage, of less than 1500 square feet in the case of a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story in Water's Edge, and no less than 1000 square feet in the case of a one-story dwelling, nor less than 720 square feet for a dwelling of more than one story on lots 29 - 89 in East Ridge.

5. **BUILDING LINES.** No dwelling or structure in Water's Edge lots 1-28 (including a fence or wall) shall be erected, placed or located on any lot nearer to the front lot line (or nearer to the side lot line on corner lots) than the minimum building set-back line as shown on the attached plat. No dwelling or structure shall be located nearer than 20 feet to any side lot line. No dwelling or structure shall be located on any interior lot nearer than 30 feet to the rear lot line. On a corner lot, no building or structure shall be located nearer than 10 feet to the interior lot line. No dwelling in East Ridge, lots 29 - 89, shall be permitted to have side yards less than 8 feet, front set back of less than 20 feet from street right-a-way, or less than 20 feet back yard set backs. No trees, shrubs, planting or other obstruction shall be permitted which obstructs a clear view at intersections.
6. **FURTHER SUBDIVISION.** No lot shall be further subdivided without prior approval of the Decatur Plan Commission.
7. **YARD LIGHTS.** Each dwelling will cause an automatically controlled yard light or other illumination device to be installed in front yard fifteen (15) feet (plus or minus one foot) from the road right-of-way. Such yard lights or illuminating devices will be of such design and construction as shall be approved by the Architectural Control Committee; said Committee shall also have the authority to approve a change in the location of said yard lights or illuminating devices.
8. **SIGNS.** No sign shall be erected or permitted, except subdivision designation and informational signs located in the commons area, one professional sign of not more than one foot square, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. **FENCES AND CLOTHESLINES.** No wire, metal or chain link fences will be permitted on any lot. Chain link back stops for play areas owned and maintained by the Community Association will be permitted. No clotheslines greater than 10 feet in length will be permitted anywhere and no clothesline will be permitted in any front yard area or within 20 foot of a side yard.

10. LANDSCAPING. Each home when completed must have lot landscaped with the minimum of 1 tree (1 $\frac{1}{2}$ " diameter) and 6 shrubs located on front yard between street and house.
11. NUISANCES. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution or which constitutes a nuisance or which is hazardous by reason of fire, explosion or in violation of the laws of the State of Indiana or any subdivision thereof. No lot shall be used for the purpose of raising, breeding or keeping animals, livestock or poultry except as household pets, providing the same are not kept, bred or maintained for any commercial purpose. No radio or television antenna or satellite receiver (dish) more than 3' in diameter nor solar panels or similar structures shall be allowed on any lot or attached to any residential structure located on any lot. No swimming pool shall be permitted above ground level on any lot. No unlicensed or unregistered automobiles or motorized vehicles may be parked or maintained on any lot. No motor vehicle may be disassembled or be allowed to remain in a state of disassembly on any lot but, instead, shall be equipped at all times for on-road driving.
12. NO TEMPORARY DWELLING. No structure of a temporary character, trailer, motor home, basement, tent, garage, barn, tool shed, or other outbuilding shall be either used or located on any lot or used as a residence either temporarily or permanently.
13. STORAGE OF EQUIPMENT. No boat, boat trailer, motor home, camping or other trailers, semi-tractor, or other machinery or equipment of any kind shall be kept on any lot for more than 72 hours, except within a completely enclosed building.
14. APPROVAL OF IMPROVEMENTS BY ARCHITECTURAL CONTROL COMMITTEE. In order to maintain harmonious structural design and lot grades, no dwelling building or improvements shall be erected, permitted or altered on any lot (and construction shall not be commenced) until the construction plans and specifications, and a site plan showing the location of the structure on said lot and grade elevations, have been approved by the Architectural Control Committee. The Architectural Control Committee shall be comprised of three (3) members to be designated by the Developer initially. The Developer shall have the

right, at such time as it may elect, to relinquish its right to designate the members of the Architectural Control Committee to the Association. Two sets of plans of each improvement, with detailed front, side and rear elevations and floor plans showing square footage and grade elevations, shall be submitted to the Architectural Control Committee at the Developer's office or such other place as may be designated. The Committee's approval or disapproval of said plans shall be in writing; in the event the Committee, or its designated representative, shall fail to approve or disapprove said plans within thirty (30) days after all necessary instruments, documents and other information have been submitted, then approval to the request as submitted shall be substantially completed before said building shall be used or occupied as a dwelling. All improvements shall be constructed in accordance with the plans and specifications as approved by the Architectural Control Committee and any improvements not so constructed shall be subject to immediate removal at Owner's expense. The provisions hereinbefore provided for violation or attempted violation of any of these covenants and restrictions shall be applicable hereto. In addition, before any lot or tract within the Addition may be used or occupied, said user or occupier shall first obtain the Improvement Location Permit and Certificate of Occupancy required by the Decatur Zoning Ordinance. Further, before any living unit within the Addition shall be used and occupied, the Developer shall have installed all improvements serving the lot whereon said living unit is situated, as set forth in Developer's plans filed with the Decatur Plan Commission

15. **EASEMENTS.** Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the attached plat for the installation and maintenance of public utilities (including but not limited to, water, gas, telephone, electricity, cable T.V., and any other utilities of a public or quasi-public nature) and sewer and drainage facilities.

a. Any utility company and the Developer, their successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of permanent structures except improvements installed by an authorized utility and removal of any obstruction by a utility

company shall in no way obligate the company to restore the obstruction to its original form. The utility will restore any improvement installed by an authorized utility.

- b. No buildings or structures located in the Addition shall be connected with distribution facilities provided by electrical, television or telephone services, except by means of wires, cables or conduits situated beneath the surface of the ground (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Addition, and except for such housing, pedestals or facilities as may be appropriate for connection of utility services for individual lot owners.) Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting services by underground wires or cables.
 - c. The utility operating the sewer lines and sewage disposal plant for said subdivision shall have jurisdiction over the installation of all sewer connections and the same shall be installed to the property lines of each lot by the developers. No individual water supply system, or individual sewage disposal system, shall be installed maintained or used in the Addition with the exception of a well or other water system that may be used for maintaining the quality and quantity of the water in the Lakes. No rain or storm water runoff from roofs, street pavements or otherwise, or any other surface water, shall at any time be discharged into, or permitted to flow into, the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water run-off system. No sanitary sewer shall at any time be discharged or permitted to flow into the storm water and surface water run-off sewer system.
16. **SIDEWALKS.** Plans and specifications for this subdivision, on file with the Decatur Plan Commission, require the installation of Five foot (5') concrete sidewalks within the street rights-of-way in front of Lots 1 thru 89 all inclusive. Installation of said sidewalks shall be the obligation of the owner of any such lot, exclusive of the Developer, shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such lot, and the cost of said installation shall be a lien against any such lot enforceable by the Decatur Plan

Commission or its successor agency. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an owner for the purposes of the enforcement of this covenant.

17. **STORAGE BUILDING OR UNATTACHED GARAGE.** Each lot in Water's Edge will be allowed to have one unattached building of permanent nature not to exceed 1,008 square foot in size and must have a permanent foundation. Each lot in East Ridge will be allowed to have one unattached building of permanent nature not to exceed 144 square foot in size and must have a permanent foundation. All out buildings must be approved by the Architectural Control Committee.
18. **COMMUNITY ASSOCIATION.** The Developer shall cause to be incorporated WATER'S EDGE / EAST RIDGE COMMUNITY ASSOCIATION, a not-for-profit association. Only one such association shall be recognized and approved by the Developer.
 - a. **Membership.** One membership shall be created for each lot or living unit planned in the Addition. Membership shall be comprised of owners of lots in all sections of Water's Edge / East Ridge lots 1 - 89.
 - b. **Membership Transfer.** Memberships will transfer from the Developer to his grantee upon delivery of the deed.
 - c. **Continuing Membership.** The Purchaser of any lot or living unit in the Addition shall be a member of said Association and shall continue to be a member of said Association so long as he continues to be the owner of a lot or living unit in the Addition for the purposes herein mentioned. Membership shall pass with the ownership of the land.
 - d. **Transfer of Membership Rights and Privileges to Lease.** Each owner or in lieu thereof each Leasee of a living unit (with the written consent of such owner to the Association,) shall be a member of the Association and have the right to the owner's vote and privileges. Membership, where assigned to a Leasee, will pass with the lease except if the owner may withdraw his membership assignment to the Leasee at his discretion by a sixty-(60) day notice in writing to the Association.

19. ASSESSMENTS. Developer, for each lot and/or living unit owned by its within the addition, hereby covenants, and each owner of any lot or living, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Community Association the Maintenance Fund assessments and charges, as hereinafter provided.

- a. Maintenance Fund. The "Maintenance Fund" assessment shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of resident of the addition and in particular, for the improvement and maintenance of the sidewalks, surface drainage system, playgrounds, and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Members of the Association in connection therewith.

The amount of said Maintenance Fund Assessment will be established as follows:

- I. An annual assessment fee for the calendar year starting after the incorporation, shall be twenty dollars (\$20.00) per assessable membership. These funds will be used for up keep, general appearance, beautification of all common areas, including but not limited to pond maintenance, grass mowing, walking path and general maintenance.
- II. For each year thereafter, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine the annual membership assessment required to meet said budget. Such budget and assessment for each such calendar year shall be established by the Board of Directors at a meeting to be held not later than October 31st of each preceding calendar year. The Board of Directors shall then mail to all Association members a copy of said budget and notice of the ensuing year's assessment not later than

November 15th of the year prior to the year to which the assessment is applicable.

- III. The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held prior to December 31st of the year prior to the year to which the assessment is applicable. Upon receipt, prior to November 30th, of a written petition for assessment review bearing the signatures of at least twenty percent (20%) of the memberships of the Association. The President or Secretary of the Association shall give at least fifteen (15) days written notice of such meeting to all members.
- IV. Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of two-thirds (2/3) of the memberships of the association who are voting in person or by proxy at a meeting duly called for such purpose. At any meeting, a quorum of not less than fifty percent (50%) of all memberships shall be required.
- b. Collection - Such Maintenance Fund Assessment, together with interest thereon and costs of collection as hereafter provided shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection, shall be the personal obligation of the person or persons who was the owner of such property at the time the assessment fell due. The obligation of the assessment is upon the owner of the property or the living unit and is not transferred, even though the owner may have transferred the membership and voting rights in the Community Association, as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on

the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representative and assigns. However, the personal obligation of the then owner to pay such assessment shall remain a personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing such action. The lien of the assessments as provided for herein shall be subordinated to the lien of any mortgages now or hereafter placed upon the property, taxes and assessments for public improvements.

20. DURATION AND ALTERATION. These protective covenants, restrictions and limitation shall be construed as, and shall be covenants running with the land and shall be binding upon all Owners and Leasees of land in said Addition and all persons claiming under them. They shall continue in existence for a period of fifty (50) years from the date of the recording hereof and thereafter shall be automatically extended for successive periods of ten (10) years each. The protective covenants, restrictions and limitations (but not the easements) may be changed, abolished or altered in part by written instrument signed by the owners of not less than seventy-five (75%) percent of the memberships of the Community Association; and may be changed, altered or amended by the Developer within two (2) years from and date of recording hereof: All said amendments, changes, or alterations, however, shall have the prior approval of the Decatur Plan Commission or its successors.

21. WAIVER. The failure of either the Developer or an owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver of that right or covenant.

22. SEVERABILITY. Invalidation of any one of these provisions shall in no way affect any of the other provisions which shall remain in full force and effect.
23. THE ASSOCIATION, PLATTOR, THE DECATUR PLAN COMMISSION, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions.
24. RESTRICTIONS SEPARATELY ENFORCED. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions, which shall remain in full force and affect.
25. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenants, either to restrain violation or to recover damages. These covenants shall run with the land and be enforceable by the City of Decatur, State of Indiana, or by any aggrieved lot owner in this subdivision.
26. MASONRY FRONT. All residences in the Water's Edge section lots 1 -28 of the subdivision shall have a minimum of 250 square foot of brick or stone on the front thereof, unless otherwise approved or permitted by the Architectural Control Committee.
27. COMPLETION OF INFRASTRUCTURE. Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision.

IN WITNESS WHEREOF, Ralph E. Biggs and Steven J. Kreigh, owners of the real estate described in said plat, has hereunto set their hand this
12th day of October, 2000.

Ralph E. Biggs
Ralph E. Biggs

Steven J. Kreigh
Steven J. Kreigh

STATE OF INDIANA)
) SS:
COUNTY OF ADAMS)

Before me the undersigned, a Notary Public for Adams County, State of Indiana, personally appeared Ralph E. Biggs and Steven J. Kreigh, and acknowledged the execution of this instrument this 12th day of October, 2000.

My commission expires:

8/23/08



Regina L. Glover
Regina L. Glover, Notary Public
Resident of Adams County, Indiana.

This instrument prepared by Biggs, Inc.

COPY

200300000053
Filed for Record in
ADAMS COUNTY, IN
REBECCA S COCHRAN
01-02-2003 At 03:30 pm.
AMEND COVEN 22.00
Book 19 Page 174 - 179

**AMENDMENTS TO DEDICATION,
PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS
AS PART OF THE PLAT OF WATER'S EDGE/EAST RIDGE SUBDIVISION
AN ADDITION TO THE CITY OF DECATUR, ADAMS COUNTY, INDIANA**

The undersigned, being the party with the exclusive right to amend the covenants and restrictions of Water's Edge/East-Ridge Subdivision, an Addition to the City of Decatur, Adams County, Indiana, according to the recorded plat thereof, hereby amend the Dedication, Restrictions, Covenants & Easements As Part Of The Plat Of Water's Edge/East Ridge Subdivision, in the following particulars.

1. "18. **COMMUNITY ASSOCIATION**" is deleted in its entirety and replaced with the following;

18. COMMUNITY ASSOCIATION. The Developer shall cause to be incorporated two (2) separate and distinct entities, WATER'S EDGE COMMUNITY ASSOCIATION, a not-for-profit Association, and EAST RIDGE COMMUNITY ASSOCIATION, a not-for-profit association. Only such associations shall be recognized and approved by the Developer.

- a. **Membership.** One membership shall be created for each lot or living unit planned in the Addition. Membership in Water's Edge Community Association shall be comprised of owners of Lots 1 thru 28, and membership in East Ridge Community Association shall be comprised of owners of Lots 29 thru 89.
- b. **Membership Transfer.** Memberships will transfer from the Developer to his grantee upon delivery of the deed.
- c. **Continuing Membership.** The Purchaser of any lot or living unit in the Addition shall be a member of the respective Association and shall continue to be a member of the respective Association so long as he continues to be the owner of a lot or living unit in the Addition for the purposes herein mentioned. Membership shall pass with the ownership of the land.
- d. **Transfer of Membership Rights and Privileges to Lease.** Each owner or in lieu thereof each Leasee of a living unit (with the

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written consent of such owner to the respective Association,) shall be a member of the respective Association and have the right to the owner's vote and privileges. Membership, where assigned to a Leasee, will pass with the lease except if the owner may withdraw his membership assignment to the Leasee at his discretion by a sixty (60) day notice in writing to the respective Association.

- d. **Association Responsibilities.** With respect to maintenance and improvement of all common areas within the Subdivision, Water's Edge Community Association is responsible for all such common areas south of the new walking path, including without limitation the large lake, and East Ridge Community Association is responsible for all common areas north of such walking path, including without limitation the small lake.

2. "19. ASSESSMENTS" is deleted in its entirety and replaced with the following;

19. **ASSESSMENTS.** Developer, for each lot and/or living unit owned by it within the addition, hereby covenants, and each owner of any lot or living, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the respective Community Association the Maintenance Fund assessments and charges, as hereinafter provided.

- a. **Maintenance Fund.** The "Maintenance Fund" assessment shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of resident or the addition and in particular, for the improvement and maintenance of the sidewalks, surface drainage system, playgrounds, and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Members of the respective Associations in connection therewith.

The amount of said Maintenance Fund Assessment will be established as follows:

- I. An annual assessment fee for the calendar year starting after the incorporation, shall be twenty dollars (\$20.00) per assessable membership in East Ridge Community Association and fifty dollars (\$50.00) per assessable membership in Water's Edge Community Association. These funds will be used for up keep, general appearance, beautification of all common areas, including but not

limited to pond maintenance, grass mowing, walking path and general maintenance.

- II. For each year thereafter, the Board of Directors of each respective Association shall establish a budget for such calendar year and shall determine the annual membership assessment required to meet said budget. Such budget and assessment for each such calendar year shall be established by the Board of Directors at a meeting to be held not later than October 31st of each preceding calendar year. The board of Directors shall then mail to each respective Association member a copy of said budget and notice of the ensuing year's assessment not later than November 15th of the year prior to the year to which the assessment is applicable.
 - III. The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the respective Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of each Association shall call a meeting of the membership of such Association, to be held prior to December 31st of the year prior to the year to which the assessment is applicable. Upon receipt, prior to November 30th, of a written petition for assessment review bearing the signatures of at least twenty percent (20%) of the memberships of the respective Association. The President or Secretary of each respective Association shall give at least fifteen (15) days written notice of such meeting to all members.
 - IV. Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of two-thirds (2/3) of the memberships of the Association who are voting in person or by proxy at a meeting duly called for such purpose. At any meeting, a quorum of not less than fifty percent (50%) of all memberships shall be required.
- b. **Collection** - Such Maintenance Fund Assessment, together with interest thereon and costs of collection as hereafter provided shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection, shall be the personal obligation of the person or persons who was the owner of such property at the time the assessment fell due. The obligation of the assessment is upon the owner of the property or the living unit and is not transferred, even though the owner may have transferred the membership and voting rights in

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their respective Community Associations, as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on the property which shall bind such property in the hands of the when owner, his heirs, devisees, personal representative and assigns. However, the personal obligation of the then owner to pay such assessment shall remain a personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and each respective Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing such action. The lien of the assessments as provided for herein shall be subordinated to the lien of any mortgages now or hereafter placed upon the property, taxes and assessments for public improvements.

3. Add the following as a new Section 28.

"28. **Swimming Pools**. Notwithstanding the provisions of Article 11 hereof, no lot within the Subdivision shall be permitted to erect or maintain an above-ground swimming pool without same being wholly enclosed within a privacy fence. No lot within the Subdivision shall be permitted to erect or maintain an in-ground swimming pool without same being wholly in compliance with applicable ordinances, including without limitation ordinances respecting enclosure/safety covers.

IN WITNESS WHEREOF, GKB Enterprises, LLC, successor in interest to GKB Enterprises, an Indiana General Partnership, by its member-managers, Ralph E. Biggs and Steven J. Kreigh, has hereunto affixed its signature this 19 day of November, 2002.

GKB ENTERPRISES, LLC

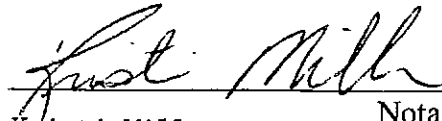
By: Ralph E. Biggs
Ralph E. Biggs, Member-Manager

By: Steven J. Kreigh
Steven J. Kreigh, Member-Manager

COPY

STATE OF INDIANA, COUNTY OF ADAMS, SS:

Before me the undersigned, a Notary Public for the above said County and State, personally appeared Ralph E. Biggs and Steven J. Kreigh, each a Member-Manager of GKB Enterprises, LLC, and acknowledged the execution of this instrument this 19 day of November, 2002.


Kristi Miller Notary Public
A resident of Adams County



My Commission Expires:

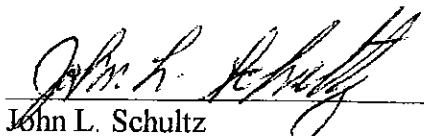
March 6 2009

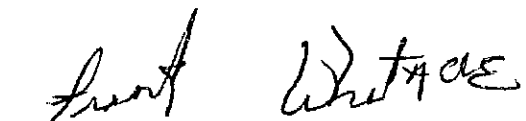
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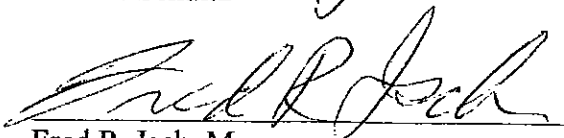
APPROVAL

We, the undersigned, hereby approve these Amendments to the Dedication, Protective Restrictions, Covenants and Easements of Water's Edge/East Ridge Subdivision.

BOARD OF PUBLIC WORKS & SAFETY

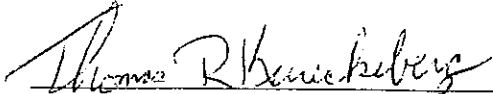

John L. Schultz

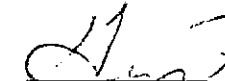

Frank A. Whitacre


Fred R. Isch, Mayor


DPY

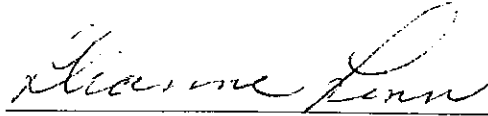
DECATUR PLAN COMMISSION

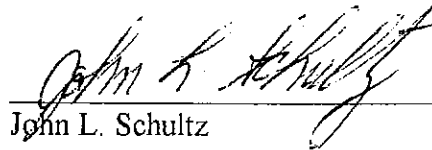

Thomas Krueckeberg

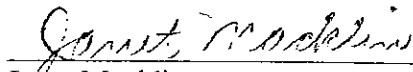

Gregory Kitson


Patrick "Pete" Braun


Thomas Garner


Dianne Linn

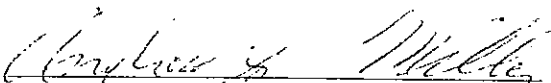

John L. Schultz

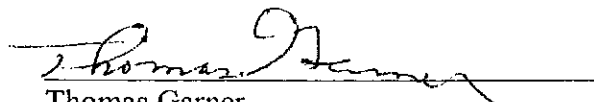

Janet Macklin

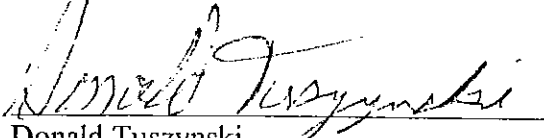
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