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TERRI J. RETHLAKE
ST. JOSEPH COUNTY
RECORDER

REC. FEE: 14.00
PAGES: 3

AMENDMENTS TO DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS AND EASEMENTS FOR SUSSEX POINT SECTION
ONE AND SECTION TWO

The undersigned, Sussex Point Homeowners Association, Inc., does now and hereby declare the following amendments to be a part of the Protective Restrictions, Covenants, Limitations and Easements for Sussex Point Section One and Section Two ("Protective Restrictions") as recorded June 27, 1994 as Instrument No. 9424931 in the office of the Recorder of St. Joseph County, Indiana, which expressly provides at Restriction 17 that a restriction may be changed following a vote of in which at least seventy-five percent (75%) of the lot owners of the fee title agree to change such restrictions:

The satellite dish provision of Restriction No. 12 "Utilities, Antennas, Solar Panels, and Satellite Dish Antenna" is now and hereby amended to provide that satellite dishes no larger than twenty-four (24) inches in diameter are permitted as long as the satellite dish is affixed to the dwelling in such a manner that the satellite dish does not exceed the peak of the dwelling by more than three (3) feet.

The annual assessment provision of Restriction No. 16 "Sussex Point Homeowners Association" is now and hereby amended to provide that the Association shall bill homeowners assessments due in April of each year, which assessments must be paid within thirty (30) days.

The provisions of Restriction No. 2 "Architectural Integrity" are now and hereby replaced in their entirety to read as follows: There shall be no construction or alteration of a structure until construction or alteration plans have been approved in writing by the Sussex Point Homeowners Association, Inc. The plans must have the floor plan, exterior design, setbacks, topography and finished grade. The Sussex Point Homeowners Association, Inc. will give written approval or disapproval within fourteen (14) days from receiving the plans. All construction projects or alterations must be completed within one hundred and eighty (180) days from the date written approval is signed by the Sussex Point Homeowners Association, Inc. for the construction or alteration. Notwithstanding the foregoing, a written extension of time to complete a construction or alteration may be given by the Sussex Point Homeowners Association, Inc. at its sole

discretion upon written application of the Owner. The Sussex Point Homeowners Association, Inc. shall not be liable for plans or extensions, whether approved or not, including but not limited to mistakes in judgment, negligence or non-feasance as a result of approval or disapproval of the plans or extensions. Any entity, person or persons who submit plans or requests extensions (Submitter) to the Sussex Point Homeowners Association, Inc. agrees by the act of submission of plans or extensions that the Submitter shall not bring any action or suit against the Sussex Point Homeowners Association, Inc.

Except only as expressly amended hereby, all Protective Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned does hereby execute and make effective the above amendment as part of the Protective Restrictions as recorded June 27, 1994 as Instrument No. 9424931 in the office of the Recorder of St. Joseph County, Indiana, which is done this 15TH day of NOVEMBER, 2002.

Sussex Point Homeowners Association, Inc.

By: Robert L. Murray
Robert Murray, President

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, a Notary Public in and for said County and State, on the 19th day of November, 2002, personally appeared Robert Murray, the President of Sussex Point Homeowners Association, Inc., and acknowledged to me that he executed the above and foregoing Amendment to Declaration of Protective Restrictions, Covenants, Limitations and Easements for Sussex Point Section One and Section Two, in his authorized capacity, for and on behalf of Sussex Point Homeowners Association, Inc., as being its voluntary act and deed.

Witness my hand and official seal.

Notary's Signature:

Diane M. Retek

Diane M. Retek

residing in St. Joseph County, IN

My Commission Expires:

January 24, 2007

This instrument prepared by:

Sally P. Norton

Attorney at Law

Doran • Blackmond LLP

City Center, Suite 1700

211 West Washington Street

South Bend, Indiana 46601

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