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/Panel(s)”) 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/Panel(s) 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/Panel(s) 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:
“5.10 Free Standing Poles. No clothes lines or clothes poles, or any other free-standing, semi-permanent or permanent poles, rigs, or devices, shall be permitted on any Lot or attached to any residence, garage or other structure, regardless of purpose, except that, subject to review and approval by the Architectural Control Committee, the following may be permitted: (i) a pole located behind the Living Unit that only supports bird or other animal feeder(s) or house(s), provided any feeder or house does not exceed two (2) cubic feet in size; (ii) a single flag pole; (iii) a basketball goal post; and (iv) an Antenna/Panel under Section 5.12.”

3. All other provisions of the Original Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Dedication to be executed on this 11th day of December 2017.

THRESHER RIDGE LIMITED PARTNERSHIP

By: [Signature]
Kevan Biggs

Its: General Partner

STATE OF INDIANA    )
                     ) SS
COUNTY OF ADAMS     )

Before me, the undersigned Notary Public, in and for said County and State, this 11th day of December, 2017, personally appeared Kevan Biggs, as General Partner of Thresher Ridge Limited Partnership, over the age of eighteen (18) years, and acknowledged the execution of the foregoing Dedication, Protective Restrictions, Covenants and Easements as his voluntary act and deed on behalf of said limited partnership for the uses and purposes set forth in this document.

Witness my hand and notarial seal this 11th day of December, 2017.

[Signature]
Elizabeth Kortenber
Printed Name

My Commission Expires: July 7, 2022
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