

**THIRD AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE COBBLE CREEK SUBDIVISION IN
EEL RIVER TOWNSHIP, ALLEN COUNTY, INDIANA**

WHEREAS, North Eastern Development Corp. ("Declarant") executed and recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Cobble Creek at Document No. 2019067270 in the Office of the Recorder of Allen County, Indiana (the "Declaration"), as amended by a First Amendment recorded at Document No. 2019067271 (the "First Amendment") and by a Second Amendment recorded at Document No. 2021002711 (the "Second Amendment"); each in the Office of the Recorder of Allen County, Indiana; and

WHEREAS, pursuant to the Declaration, Section 4.04 and 12.02, the Declarant currently has the right to amend the Declaration, as amended; and

WHEREAS, capitalized terms as used herein shall have the same meaning ascribed to them or defined in the Declaration, as amended unless otherwise specifically defined herein.

NOW, THEREFORE, the Declarant hereby amends the Declaration, as amended, as follows:

1. **AMENDMENT OF SECTION 10.10.** Section 10.10 of the Declaration, regarding "Storm Water Runoff", is deleted in its entirety and replaced with the following:

10.10 Surface Drainage Easements & Storm Water Runoff. Surface drainage easements and Common Area used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the grading of the drainage easements shall be constructed and maintained so as to achieve this purpose. Such easements shall be maintained in an unobstructed condition and the Allen County Surveyor (or any other proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the drainage easements and conductors unobstructed.

All Lots directly abutting any retention pond located on any Common Area shall be permitted to access and use the water in the pond for an open loop geothermal heating and cooling system. No Lot shall be permitted to use any such retention pond for a closed loop geothermal system. Access to and use of the retention pond for a geothermal system shall require the prior written approval of the Association. As a condition of approval, the Association shall be entitled to impose reasonable conditions of the approval, such as by way of illustration and not limitation, size and location of water intake inlet, pump and water line location and size as well as screening and burying of any line and pump. Neither the Developer nor the Association shall have any liability to any Lot Owner due to the inadequacy of the water or inability of the water level or volume to service any such

APPROVED

Feb 21 2022 NJ

STACEY O'DAY

ALLEN COUNTY ASSESSOR

Feb 21 2022 MS

NICHOLAS D. JORDAN
ALLEN COUNTY AUDITOR

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WHEREAS, pursuant to the Declaration, Section 4.04 and 12.02, the Declarant currently has the right to amend the Declaration, as amended; and

WHEREAS, capitalized terms as used herein shall have the same meaning ascribed to them or defined in the Declaration, as amended unless otherwise specifically defined herein.

NOW, THEREFORE, the Declarant hereby amends the Declaration, as amended, as follows:

1. AMENDMENT OF SECTION 10.10. Section 10.10 of the Declaration, regarding "Storm Water Runoff", is deleted in its entirety and replaced with the following:

10.10 Surface Drainage Easements & Storm Water Runoff. Surface drainage easements and Common Area used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the grading of the drainage easements shall be constructed and maintained so as to achieve this purpose. Such easements shall be maintained in an unobstructed condition and the Allen County Surveyor (or any other proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the drainage easements and conductors unobstructed.

All Lots directly abutting any retention pond located on any Common Area shall be permitted to access and use the water in the pond for an open loop geothermal heating and cooling system. No Lot shall be permitted to use any such retention pond for a closed loop geothermal system. Access to and use of the retention pond for a geothermal system shall require the prior written approval of the Association. As a condition of approval, the Association shall be entitled to impose reasonable conditions of the approval, such as by way of illustration and not limitation, size and location of water intake inlet, pump and water line location and size as well as screening and burying of any line and pump. Neither the Developer nor the Association shall have any liability to any Lot Owner due to the inadequacy of the water or inability of the water level or volume to service any such

geothermal system.

No Lot abutting any retention pond shall be permitted to access, use, or draw water from any pond for irrigation purposes without the prior written consent of the Association which approval may be withheld or conditioned in its sole and absolute discretion. Any approval so granted may impose conditions and restrictions as well as the requirement to pay an annual or monthly fee, and any such approval may be revoked at any time upon 15 days prior written notice to the Lot Owner. Any fee charged for irrigation need not be uniform for each Lot and differential irrigation fees may be based upon Lot size, irrigation water usage, and whether the Lot Owner has an open loop geothermal system that discharges into the pond.

Notwithstanding the foregoing, no rain or storm water runoff, sump pumps or surface water shall be discharged into any sanitary sewer serving any Lot or the Subdivision.

2. **MISCELLANEOUS.** Except as modified herein, the Declaration, First Amendment, and Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Third Amendment to the Declaration effective as of this 21st day of February, 2022.

NORTH EASTERN DEVELOPMENT CORP.,
an Indiana corporation

By: _____

Joseph L. Zehr, President

STATE OF Indiana)
COUNTY OF Allen) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21st day of February, 2022, personally appeared **Joseph L. Zehr, as President of North Eastern Development Corp.**, being known or proved to me to be the person described in and who executed the foregoing instrument and who acknowledged execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal.

A resident of _____ County

Notary Public (signature)

Commission Expires: _____

Commission Number: _____

Notary Public (printed name)

This instrument prepared by Vincent J. Heiny, Attorney at Law, 7638-02
Carson LLP, 301 W. Jefferson Boulevard, Suite 200, Fort Wayne, Indiana 46802.

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. Vincent J. Heiny

