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ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

AMENDED AND RESTATED DEDICATION OF EASEMENTS  
AND PROTECTIVE COVENANTS,  
RESTRICTIONS AND LIMITATIONS FOR  
BITTERSWEET LAKES SECTIONS, I, II, III, AND V, AN ADDITION IN ABOITE  
TOWNSHIP, ALLEN COUNTY, INDIANA

Cross Reference to: 94-40718, 95-012605, 98-0032502, 98-0086193, 99-0070257, 201026114,  
201052095, 202022784, 202092559, 206061653

The defined terms that are used within these Covenants are set forth in Article I  
(Definitions Article) below.

Pursuant to I.C. § 32-25.5-3-9, the undersigned, representing more than sixty-six percent  
(66%) of the Owners of the Lots in each Section of Bittersweet Lakes, a Subdivision in the  
Northeast Quarter of Section 28, Township 30 North, Range 11 East, Allen County, Indiana, as  
set forth in the following Plats: Bittersweet Lakes, Section I, recorded as Document Number 94-  
040718, in Plat Cabinet C, Page 24; Bittersweet Lakes, Section II, recorded as Document  
Number 98-0032502, in Plat Cabinet D, Page 16, as amended by Document Number 98-  
0086193, in Plat Cabinet E, Page 9; Bittersweet Lakes, Section III, recorded as Document  
Number 99-0070257, in Plat Cabinet E, Page 56; and Bittersweet Lakes, Section V, recorded as  
Document Number 202092559, in Plat Cabinet E, Page 132, all in the Office of the Recorder of  
Allen County, Indiana, hereby approve this Amended and Restated Dedication of Easements,  
Protective Covenants, Restrictions and Limitations for Bittersweet Lakes Sections I, II, III, and  
V, a subdivision in Aboite Township, Allen County, Indiana.

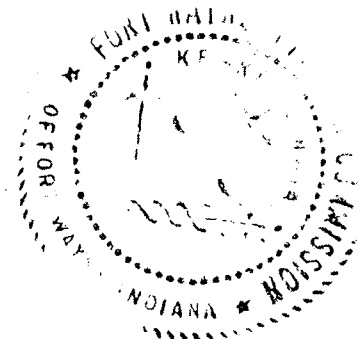
These Covenants are for the mutual benefit and protection of the current and future  
Owners of any and all Lots in the Subdivision. These Covenants shall apply to all Owners, as  
members of the Association. All Owners are deemed to agree to, and shall abide by the  
Covenants. These Covenants shall furthermore:

1. Replace and restate the Easements and Protective Covenants, Restrictions, and  
Limitations for Bittersweet Lakes Sections I, II, III, and V recorded under the document numbers  
referenced above;

AUDITOR'S OFFICE  
Duly entered for taxation. Subject  
to final acceptance for transfer.

DEC 29 2021

  
AUDITOR OF ALLEN COUNTY



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2. Apply to all the land included and described within the boundaries of the Plat, which shall be subject to and impressed with these Covenants;

3. Be considered a part of every conveyance of land in Bittersweet Lakes Sections I, II, III, and V without being written in the deed of conveyance; and

4. Run with and bind the land included in the Plat, and shall inure to the benefit of and be enforceable by the Association and by the Owners of Lots, their respective legal representatives, successors, grantees and assigns.

## ARTICLE I. DEFINITIONS

Section 1.01. “Architectural Review Committee” shall mean the committee of Owners appointed by the Board to perform architectural control responsibilities as set forth in Article 6 of the Covenants.

Section 1.02. “Assessment” or “Assessments” shall mean any Association dues, whether annual or more frequently than annual, charged to each Lot Owner by the Association for the purposes permitted under these Covenants, including but not necessarily limited to maintenance fees for common expenses, emergency and/or special assessments, fees, fines, or expense reimbursement obligations.

Section 1.03. “Association” shall mean and refer to the Bittersweet Lakes Community Association, Inc., an Indiana not-for-profit corporation, its successors and assigns, formed as the unified Association for all Sections of Bittersweet Lakes.

Section 1.04. “Board” shall mean the Board of Directors of the Bittersweet Lakes Community Association, Inc.

Section 1.05. “Bylaws” shall mean the Bylaws initially adopted by the Bittersweet Lakes Community Association, Inc. and all amendments, restatements, and additions.

Section 1.06. “Common Area” shall mean all real property owned by the Association as identified on the Plats for the common use and enjoyment of the Owners. The Common Area includes but is not limited to Lots 74 and 75 and the common facilities located thereon.

Section 1.07. “Covenants” shall mean this Amended and Restated Dedication of Easements and Protective Covenants, Restrictions and Limitations for Bittersweet Lakes Sections I, II, III, and V.

Section 1.08. The term “Dwelling” shall be synonymous with the term “Residence” defined below.

Section 1.09. “Lot” shall mean any type of Lot as has been or may be platted or any tract or tracts of land as conveyed originally or by subsequent Owners as set forth on the Plats.

Section 1.10. “Non-Owner Occupied Residence” shall mean any Lot that is not occupied by the record owner of fee simple title and/or his or her immediate family members.

Section 1.11. “Owner” shall mean and refer to the record owner of fee simple title to a Lot, whether one or more persons or entities, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.12. “Plan Commission” shall refer to, collectively, the Allen County Plan Commission, the Fort Wayne Plan Commission, and any successor agencies.

Section 1.13. “Plat” or “Plats” shall collectively mean the originally recorded plats of Bittersweet Lakes, Section I, recorded as Document Number 94-040718, in Plat Cabinet C, Page 24; Bittersweet Lakes, Section II, recorded as Document Number 98-0032502, in Plat Cabinet D, Page 16, as amended by Document Number 98-0086193, in Plat Cabinet E, Page 9; Bittersweet Lakes, Section III, recorded as Document Number 99-0070257, in Plat Cabinet E, Page 56; and Bittersweet Lakes, Section V, recorded as Document Number 202092559, in Plat Cabinet E, Page 132, all in the Office of the Recorder of Allen County, Indiana. The Plats for Section I, II, III, and V may also be referred to collectively as “Bittersweet Lakes.” The term “Plat” or “Plats” is synonymous with, and shall be used interchangeably with, the term “Subdivision” as used in these Covenants.

Section 1.14. “Property” shall be used interchangeably with the term “Lot” and shall mean any type of Lot as has been or may be platted or any tract or tracts of land as conveyed originally or by subsequent Owners as set forth on the Plats.

Section 1.15. “Residence” shall mean and refer to the single-family residential structure and related improvements constructed and located upon a Lot, including the attached garage and any appurtenances. The term “Residence” is synonymous with, and shall be used interchangeably with the term “Dwelling” as used in these Covenants.

Section 1.16. “Restrictions” shall mean and refer to the limitations imposed on the Lots and the Owner thereof by these Covenants.

Section 1.17. “Recreational Facilities” shall mean the pool, tennis courts, clubhouse, and parking lot located on Lots 74 and 75 in the Subdivision. For the purposes of these Covenants, the Recreational Facilities shall be considered part of the Common Area.

Section 1.18. “Subdivision” shall be synonymous with the term “Plat” defined above.

## ARTICLE II. PROPERTY RIGHTS

Section 2.01. *Owners’ Easements of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to his or her own Lot and to the Common Area.

Section 2.02. *Common Area.* The Association Common Area consists of the areas designated as common area on the Plats, the Recreational Facilities, and any other property owned by the Association in its name for the purpose of the use and enjoyment of the property by the members.

- (a) The Association shall possess an affirmative right to dedicate and transfer all or any part of the Common Area to any public agency, authority, or utility for public purposes and subject to such conditions as may be approved by affirmative vote of the Board.
- (b) The Association shall possess an affirmative right to expand the Association’s Common Area if property adjacent to the Subdivision or the Lake comes into the possession of the Association or is offered to the Association upon affirmative vote of more than sixty-six percent (66%) of the Owners.

The areas marked "Lakes" in the Plats are bodies of water located within the Subdivision expressly reserved as private lakes for the sole and exclusive enjoyment of the Owners of the Lots in the Subdivision and their expressly invited guests. All Owners of a Lot and their expressly invited guests are granted the use and benefit of the Lake area and ponds as may be at any time owned by the Association, subject to such reasonable restrictions, rules, and regulations as may be imposed thereon by the Association.

Access to and use of the Common Areas shall be in accordance with the rules and regulations set by the Board, which may be changes from time to time without amendments to these Covenants, except that the following rules and regulations require amendment of the Covenants in accordance with Section 10.01(b),

- (a) Motorized vehicles and motorized boats, except maintenance equipment authorized by the Board, are prohibited in the Common Areas, including but not limited to lakes, ponds, and sidewalks.
- (b) The Board, through the Architectural Review Committee, is authorized to designate where boats may be moored in the Lakes or ponds or stored in Common Areas.
- (c) Dumping of refuse, debris, trash, grass clipping, or garbage in Common Areas is prohibited. Burning of leaves is prohibited in Common Areas.

Section 2.03. *Maintenance of Storm Water Drainage System.* The Association shall maintain, repair, and/or replace, if necessary, the storm water drainage system consisting of the storm water detention basin together with its outlet and water level control structure. The storm water drainage basin has been granted for the use and benefit of Bittersweet Lakes, the cost of which shall be borne by all of the Owners and subsequent Owners of Lots in any and all Sections of the Subdivision.

### ARTICLE III. DUTIES OF THE ASSOCIATION

Section 3.01. *Maintenance of Common Area, Association Governance.* In addition to other rights, obligations and duties imposed on the Association elsewhere in the Covenants, the Association shall perform the following:

- (a) The Association shall have responsibility and authority to undertake reasonable and necessary maintenance and repair of the Common Areas in the Subdivision. The Association may, at its discretion, provide for snow and ice removal on the public streets within the Subdivision. The terms of such snow and ice removal, if undertaken, shall be set by the Board.
- (b) The Board shall have responsibility and authority to oversee and administer the Association. Such responsibility shall include holding periodic meetings, collection of Assessments, communication to residents, contractors and others, and similar administrative duties.
- (c) The Association may enter into contracts to carry out its responsibilities and shall have power to pay taxes and other charges on land and other property owned by it from time to time.
- (d) Records shall be kept by the Board of action taken by the Association, including contracts entered into and expenses incurred.
- (e) The Board may adopt or amend the Association's Bylaws from time to time to address Association governance issues or other matters that are appropriately addressed within organizational bylaws. Each Owner, as a member of the Association, agrees to abide by the Bylaws.

#### **ARTICLE IV. MEMBERSHIP & VOTING RIGHTS**

Section 4.01. **Membership.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 4.02. **Voting Rights.** The Owners of each Lot in the Subdivision shall be deemed to be a member of the Association and all Owners of each Lot shall be entitled to one (1) vote for each whole Lot owned by them. The method of voting shall be determined by the relevant provisions of the Association's Bylaws.

#### **ARTICLE V. PAYMENT PURPOSE AND USE OF ASSESSMENTS**

Section 5.01. ***Purpose of Assessments.*** There shall be imposed on the Owner of each and every Lot in the Plat, an annual maintenance fee for the payment of “common expenses” as defined in I.C. § 32-28-14-1, as may be amended, or as defined in subsequent law if I.C. § 32-28-14-1 has been repealed, including snow removal on the public streets within the Subdivision and any uses set forth in Section 5.04 below.

Section 5.02. ***Amount of Assessment.*** The amount of the Owner’s Assessment shall be set by the Board prior to the end of the preceding calendar year. If the Board determines that an increase in the amount of the Assessment, the following procedures shall apply:

- (a) For increases of ten percent (10%) or less from the amount of the previous year’s Assessment, the Board shall notify the Owners, in writing, of the proposed Assessment. The proposed Assessment shall become effective unless a majority of the Owners object to the proposed Assessment, in writing, within fourteen (14) days of the issuance of the Board’s notice.
- (b) For increases of more than ten percent (10%) from the amount of the previous year’s Assessment, the proposed Assessment needs to be approved by a majority of the Owners at a meeting called specifically for the purpose of increasing the amount of the Assessment.

Section 5.03. ***Creation of the Lien and Personal Obligation of the Owner.***

- (a) Each member agrees to pay to the Association the Owner’s Assessments chargeable to each Lot and payable to the Association each year on or before a date set by the Board. The Board shall give the Owners at least thirty (30) days notice of when the Assessment shall be due. An Assessment shall be a charge on the land, and shall be a continuing lien upon each Lot against which each such Assessment is made.
- (b) The Association’s lien for any Assessment that is owed and remains unpaid may be perfected by filing a Notice of Intention to Hold Lien in the office of the Recorder of Allen County, Indiana.

- (c) The lien for any Assessment may be foreclosed as in any lien under Indiana law thirty (30) days after notice of non-payment to the Owner by the Association.
- (d) The lien may be foreclosed by the Association according to I.C. § 32-28-14-1, *et seq.*, or, if I.C. § 32-28-14-1, *et seq.* is repealed, then the lien may be foreclosed by the Association according to the foreclosure law that applies at the time that the foreclosure is sought.
- (e) A grantee of a Lot in a conveyance is jointly and severally liable with the grantor Owner for all unpaid Assessments against the grantor Owner incurred before the conveyance of the Lot, without prejudice to the grantee's right to recover from the grantor Owner the amounts of Assessments paid by the grantee provided that the Notice of Intention to Hold Lien securing said Assessments was recorded prior to the date of such conveyance. The grantee is entitled to a statement from the Association that sets forth the amount of the unpaid Assessments owing by the grantor Owner.
- (f) Any Assessment that is owed to the Association is also a personal obligation of the Owner. In addition to the lien and foreclosure provisions stated above, the Association has the authority to collect the overdue Assessments from the Owner as other obligations are collected by law.
- (g) For any Assessment that is not paid by within thirty (30) days from the date that it is due, a late charge of \$50.00 will be added to the Assessment for each month thereafter that the Assessment remains unpaid.
- (h) The Board, at its sole discretion and for good cause shown, may waive any or all of the administrative fees or interest charges associated with late or unpaid Assessments.

Section 5.04. Use of Assessments. The Assessment levied by the Association, in addition to "common expenses" referred to in Section 5.01 above, shall be used for Association-related items, including the care, preservation, supervision, improvement and maintenance and the operation by the Association of the Common Areas. Association Assessments may be used



by the Association for any Association-related item, including but not limited to: (1) the payment of taxes and insurance in connection therewith; (2) the repair, replacement and making additions thereto; (3) the payment of costs of labor and equipment and materials required, and management, supervision, maintenance and repair; and (4) various administrative costs of the Association (such as website development and maintenance, postage costs and other administrative expenses). The assessment levied by the Association may also be used for resident social activities and other community purposes as the Board may determine. Although the streets are public rights of way and not Common Areas, funds may also be used by the Association to provide for snow and ice removal on public streets within the Subdivision. Any funds not expended by the Board during the fiscal year in which the Assessments are collected shall be retained by the Association as surplus funds held for the benefit of the Association in the event that Assessments collected in a subsequent year is insufficient to cover necessary Association expenses. Such surplus funds shall be maintained for the purpose of reducing the likelihood that a special assessment (as described in Section 5.05 below) will be required.

Section 5.05. *Special Assessments for Necessary Unplanned Expenses.* As an additional Assessment, the Association may levy, in any Assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or in the Recreational Facilities, including fixtures and personal property related thereto. Any special assessment requires an affirmative vote of at least sixty-six percent (66%) of all of the Owners at a meeting called by the Board for the purpose of imposing a special assessment. A special assessment may, at the Association Board's determination, be spread over a period of two (2) or more years in order to reduce the immediate cost to the members of the Association. A special assessment (or any portion thereof) that is charged to Owners shall be paid within forty-five (45) days of the date on which the notice of such special assessments assessment is received by the Owner. A special assessment, like all Assessments, is subject to the payment, lien, personal obligation, and collection provisions of this Article V.

Section 5.06. *Uniform Rate of Assessment.* All Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis, as the Board determines.

Section 5.07. *Damage to Association Property.* If Association property is damaged by an Owner, by an individual residing on an Owner's property, or by any contractor or other person or entity who is in the Subdivision while acting on behalf of or for the benefit of an Owner, such Owner shall be responsible to promptly report the damage to the Board. Such

Owner shall also be responsible for the reasonable cost of repair or replacement of the Association property that was damaged. When Association property is damaged, the Association shall have the right to repair or replace the damaged property and to seek reimbursement of such expense from the responsible Owner. If damage to Association property is caused by a contractor or other person or entity acting for the benefit of the Owner, it will be the Owner's responsibility to pay for the damage and to seek reimbursement from the person or entity who was acting on his or her behalf when the property was damaged. All such damages shall be paid to the Association within forty-five (45) days of being billed for same. Such damages, if unpaid beyond the due date, shall be subject to the payment, lien, personal obligations and collection provisions for Assessments as stated in this Article V.

Section 5.08. *Subordination of the Lien to Mortgages.* The lien for the Assessments provided for in these Covenants shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure, shall extinguish the Assessment lien as to payments which became due prior to the foreclosure sale or in lieu transfer. No sale or transfer shall extinguish the lien or relieve the Owner from liability for Assessments that become due after the foreclosure sale or in lieu transfer.

## ARTICLE VI. ARCHITECTURAL PROVISIONS

Section 6.01. *Approval Required.* No Dwelling, addition, or other structure permitted by these Covenants shall be constructed, placed, changed, or altered on any Lot until the plans and specifications therefore and plot plan showing the location thereof have been approved by the Architectural Review Committee as to the permissibility under these Covenants, the minimum ground floor area, quality of materials, harmony of external design with existing structures, and location with respect to topography and the finished grade elevations.

Section 6.02. *Approval/Disapproval of Plans.* The Board through the Architectural Review Committee shall approve or disapprove construction or alteration plans and specifications and locations of structures as provided in this Article VI. The Board's approval or disapproval shall be in writing. The failure of the Board to respond to a construction request that it has received within forty-five (45) days after the plans and specifications and plot plan have been submitted to it shall serve as a waiver of plan denial. Any plans rejected by the Architectural Review Committee may be submitted by petition to the Owners. Signature of seventy-five percent (75%) of the Owners is required to overturn a disapproval. Regardless of

whether the Board approves a plan, all construction undertaken on any Lot must comply with finished grade elevations established by the Board and with all applicable Covenant provisions.

Section 6.03. *Delegation of Architectural Review.* The Board, at its discretion, may delegate its responsibilities under this Article VI to an Architectural Review Committee established in accordance with the terms of the Association's Amended and Restated Bylaws.

Section 6.04 *Building Lines.* No building shall be located on any Lot nearer the front, side or rear lot line than the building lines shown on the Plat. No building shall at any time be erected, placed, or maintained upon the space between said building line and the street adjacent thereto; nor shall any projection of said building, other than the steps, be permitted to extend into or encroach upon said space. No building shall be located nearer than a distance of 7 feet to an interior line. No building shall be erected nearer to the rear lot line than 25 percent of the lot length or 25 feet, whichever is less, or if a Lot abuts on a Common Area, the building shall not be erected nearer than 15 feet of the rear lot line. Any Lot that abuts a Common Area to the rear shall be subject to the restriction that the building shall not be erected nearer than 15 feet of the rear lot line.

Section 6.05. *Dwelling Size.* For a Dwelling in Section I, III, and V, the following requirements for dwelling size shall apply:

Each Dwelling constructed, placed, or permitted to remain on a Lot shall have a minimum ground floor area, exclusive of open porches, breezeway, and garage, of not less than 2,000 square feet for a one-story home or 1,200 square feet for a one-and-one-half-story home or 1,000 square feet for a two-story home. Any dwelling of a type other than those specified above shall have a minimum ground floor area approved by the Board.

For a Dwelling in Section II, the following requirements for dwelling size shall apply:

Each Dwelling constructed, placed, or permitted to remain on a Lot shall have a minimum ground floor area, exclusive of open porches, breezeway, and garage, of not less than 1,800 square feet for a one-story home or 1,200 square feet for a one-and-one-half-story home or 1,000 square feet for a two-story home. Any dwelling of a type other than those specified above shall have a minimum ground floor area approved by the Board.

Section 6.06. Exterior Finishes. All exterior finishes are to be reviewed by the Architectural Review Committee. All exterior coverings of the front of the Residence shall be of natural materials, except for roofs, and shall be compatible to the natural surroundings. All exterior coverings of the sides and rear of the Residence shall be of natural material or of vinyl siding.

Section 6.07. Playground or Recreational Structures and Equipment. The construction, addition, change, or alteration to a playground or recreational structure or equipment is subject to Architectural Review Committee approval.

Section 6.08. Roofing Material. All visible roofing material must be in harmony with existing roofing material in the Subdivision. High-quality asphalt shingles shall be used unless the Board of the Association approves a different roofing material. Metal roofs, rubber sheeting and other roof material that is not in keeping with the appearance of other homes in the Subdivision shall not be permitted. More than one layer of shingles on any Residence is discouraged, and no more than two (2) layers of shingles shall be permitted on any Residence in the Subdivision.

Section 6.09. Fencing and Walls. No fencing or wall shall be erected or placed on any Lot except for fencing around an approved in-ground swimming pool. Any fencing around an approved in-ground swimming pool requires prior written approval from the Architectural Review Committee.

Section 6.10. Swimming Pools. No above ground swimming pool shall be permitted in the Subdivision. No hot tub containing more than 1,000 gallons of water or fixture containing more than 1,000 gallons of water shall be permitted above ground on any Lot. No hot tub, fixture containing more than 150 gallons of water, or in-ground residential swimming pool shall be installed on any Lot without prior written approval from the Architectural Review Committee of (1) the hot tub, fixture containing more than 150 gallons of water, or in-ground residential swimming pool, (2) the decking around the hot tub, fixture containing more than 150 gallons of water, or in-ground residential swimming pool, and (3) the fencing or other method of restricting access to the hot tub, fixture containing more than 150 gallons of water, or in-ground residential swimming pool.

Access to any in-ground residential swimming pool, shall be restricted by one of the following and subject to prior written approval from the Architectural Review Committee:

- (a) Wall or fence with a minimum height of five feet (5'), completely surrounding the pool and deck area, except for self-closing and latching gate and doors (capable of being locked).
- (b) Other means, with a minimum height of five feet (5') and deemed impenetrable by the Architectural Review Committee at the time of construction, completely surrounding the pool and deck area when the pool is not in use.
- (c) Any combination of Section 6.10(a) and Section 6.10(b) that completely surrounds the pool and deck area, except for self-closing and latching gate and doors (capable of being locked).
- (d) Safety pool cover which provides a continuous connection between the cover and deck, prohibiting access to the pool when over the pool. The safety pool cover must also be mechanically operated, only by a key or key and switch. The safety pool cover must support 400 pounds of imposed load on a completely closed cover. The installation of track, rollers, rails, guides or other accessories necessary to meet the preceding guidelines must be in accordance with the manufacturer's instructions and bear an identification tag. The identification tag should contain the manufacturer's name, name of installer, installation date, and applicable safety features, if any.
- (e) Hot tubs and fixtures containing more than 150 gallons of water shall also comply with 6.10(a) through 6.10(d) or other means deemed impenetrable by the Architecture Control Committee.

Section 6.11. Driveways. All driveways from the street to the garage shall be hard-surfaced and constructed of poured concrete. Newly-poured driveways may be stamped. If a newly-poured driveway is to be stamped, the design must be approved by the Architectural Review Committee. All driveway access shall be to interior Subdivision streets. For the Lots

abutting Homestead Road and/or Liberty Mills Road, these Lots shall not have a driveway access to Homestead Road and/or Liberty Mills Road.

Section 6.12. ***Lakes and Pond Banks.*** No alteration, including but not limited to steps, retaining wall, piers, docks, etc., shall be made to a lake/pond without prior written approval from the Architectural Review Committee.

## ARTICLE VII. USE RESTRICTIONS

Section 7.01. ***Use.*** All Lots in the Subdivision shall be used only for single-family residential purposes. Domestic servants employed by a resident Owner may also reside in the Dwelling. No more than one single-family Dwelling, together with any approved structures that are used solely in connection with such residential use and not in violation of the other provisions of these restrictions, shall be constructed or maintained on a Lot.

Section 7.02. ***Garages, Temporary Structures, and Out-Building.*** Each Dwelling shall have a garage sufficient in size to accommodate at least two (2) cars and it shall be attached to the Dwelling either directly or by a breezeway or porch. No structure of a temporary character (including but not limited to portable toilets, cement mixers, tents, temporary storage units, pods, roll off dumper, etc.) shall be used or maintained on any Lot without prior approval from the Board. No out-building, pole barn, greenhouse, shack, shed, unattached garage, or other similar structure not connected to the Residence, shall be used or maintained on any Lot.

Section 7.03. ***Subdivision of Lots.*** No Lot may be subdivided for any reason unless first approved by both the Board and by the Plan Commission.

Section 7.04. ***Outdoor Lighting.*** No free-standing outdoor light source shall be located more than twelve (12) feet above ground level. All outdoor light sources in excess of 1,500 lumens shall be installed so that the direct rays therefrom are confined to the Lot upon which the source is located. No outdoor light source shall exceed 4,500 lumens. All outdoor light sources located within twenty (25) feet of each other shall be deemed to be one light source for the purposes of this paragraph. A light source shall be deemed to be outdoor unless it is located within a completely enclosed building. The provisions of this paragraph shall not apply to street lighting located within the public right-of-way.

Section 7.05. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. Lawful gatherings of people on Lots shall be permitted on an infrequent basis, provided that noise, parking of vehicles and other disruptions associated with the gathering do not rise to the level of becoming a significant nuisance to the neighborhood.

Section 7.06. Animals. No animal of any kind shall be kept, raised or bred on any Lot. Dogs, cats and other household pets may be kept, provided (1) they are not kept, raised or bred for commercial purposes, (2) they are not left outside in the Owner's absence, and (3) no outside pet houses, pens, kennels, dog runs, or other animal enclosures are constructed on any Lot. In no event shall a dog be allowed to bark for an extended period of time or at late hours such that it creates a significant nuisance to the neighborhood. No dog or other owned animal shall be permitted to run loose within the Subdivision. When walking a dog in the Subdivision, the dog must be kept on a leash being held by the person walking the dog at all times, and all waste from such animal must be picked up and removed by the person walking the dog. Any dog or other animal that poses a known threat to people may not be kept in the Subdivision. Owners, their guests, and residents are prohibited from feeding, sheltering, harboring or otherwise enticing any pest animal to remain within the Subdivision. For purposes of this Section 7.06, pest animals shall include geese, raccoons, skunks, muskrats and any other wild animal that has an aggressive nature, is noxious, that can spread disease, that damages infrastructure or that generates unsightly waste. The Association retains the right at its discretion to eliminate pest animals from the Subdivision.

Section 7.07. Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

- (a) One (1) sign of not more than six (6) square feet advertising the Property for sale. An Owner or their realtor may place an "Open House" sign in Common Areas for a limited period of time prior to the open house. The sign must be removed when the open house ends.
- (b) Owners may place a garage sale sign on their Property and in Common Areas on the day of the garage sale. Any garage sale signs must be removed promptly after the sale ends.

- (c) Owners may display small, appropriate signs on their Property for home security systems or promoting involvement in youth extra-curricular activities. Any sign promoting youth extra-curricular activities must be made out of wood or similar material and located within ten feet (10') of the Residence.
- (d) In accordance with I.C. § 32-21-13-1 *et. seq.*, as may be amended from time-to-time, an Owner may display on his or her Property a maximum of two (2) signs advocating the election or defeat of one (1) or more candidates for nomination or election to public office or in support for or opposition to a political party, a political party's candidates, or the approval or disapproval of a public question. Each sign is limited to a maximum size of eighteen inches (18") by twenty-four inches (24") and must be displayed in either a window on the Owner's Property or on the ground that is part of the Owner's Property. Further, any signs displayed under this Section 7.07(d) may only be displayed thirty (30) days before the date of the election to which the sign relates and must be removed within five (5) days after the date of the election to which the sign relates.

No signs may be posted on easements or on private property of other Owners without the express permission of such Owners. Except as set forth in Section 7.07 above, no signs may be posted in the Common Area without the express permission of the Board. The Board may require the removal of signs that are deemed to be objectionable or that otherwise do not comply with the Covenants.

Section 7.08. *Storage Tanks.* All fuel storage tanks shall either be placed underground or concealed within the house or garage.

Section 7.09. *Outdoor Furnaces.* Any outdoor furnaces must comply at all times with all applicable zoning laws, building codes, property maintenance codes and with all other applicable laws and regulations.

Section 7.10. *Oil Drilling, Oil Development.* No oil drilling, oil development operations, oil refining, quarrying, mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 7.11 *Hunting.* No hunting of any kind shall be allowed in the Subdivision.



Section 7.12. ***Storage of Equipment, Vehicles and Watercraft.*** No boat; motor home; recreational vehicle; camping trailer or other trailer; commercial truck, van, or other equipment or machinery of any kind; dump truck, tow truck, or semi-tractor or trailer; or van, truck, or vehicle advertising a business or containing business signage shall be kept within public view on any Lot, or on any street within the Subdivision, for more than forty-eight (48) hours, and for no more than two (2) weeks per year. No truck other than a light pick up or panel type truck shall be in exposed view on a Lot, except for vehicles making deliveries to the Lot.

Section 7.13. ***Refuse Disposal and Trash Bins.*** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse or debris and the same shall not be kept except in sanitary containers while awaiting removal from the Lot. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall either be located within the Dwelling or garage or shall be fully screened from public view by an appropriate fence or screen approved by the Board. Any equipment for storage or disposal of rubbish, trash, garbage or other refuse or debris that is placed at the curb for pick-up must be placed back in the Dwelling, garage, or screened area within twenty-four (24) hours of pick-up.

Section 7.14. ***Vehicle Parking.*** Except for special functions or temporary guests, vehicles should be parked on driveways and not on the streets within the Subdivision. No vehicle (except automobiles), trailer, or boat shall be parked longer than 4 days. Under no circumstances should inoperable vehicles be parked in a driveway. Further, under no circumstances should vehicles, trailers, or boats be parked on lawns. Owners are responsible for informing their residents, guests, tenants, and contractors about these requirements. An Owner who parks a vehicle or who permits the parking of a vehicle in a manner that obscures the vision of drivers or that otherwise poses a hazard to travel shall be responsible for damage, injury or loss arising out of such parking.

Section 7.15. ***Burning of Materials.*** The burning of papers, grass, brush, and other materials shall not be allowed. Firewood may be burned in fire pits properly constructed for such activity. The Association may order discontinuance of all burning during times when it reasonably believes such burning would be hazardous because of woodland conditions or weather conditions.

Section 7.16. ***Antennas, Satellite Dish Receivers, Solar Panels.*** Unless superseded by Federal or Indiana law, no exterior aerial radio or television antenna, other than a single

television antenna with dimensions not exceeding two (2) feet by three (3) feet placed on the backside of the house and not visible from the street, shall be permitted in the Subdivision, whether such antenna is attached to a Residence or is free-standing. Small satellite dish receivers having a diameter of 39.37 inches or less will be permitted, but only if the receiver is attached to the Residence and is positioned in a location that is generally screened from public view. All other antennas or towers must be approved by seventy-five percent (75%) of the Owners and must not be easily visible from the street. Unless superseded by Federal or Indiana law, any solar panels on any Lot must be approved by seventy-five percent (75%) of the Owners, must be installed on the roof of the Residence located on the Lot, and must not be easily visible from the street.

Section 7.17. *Wind Turbines.* Any wind energy conversion system on any Lot in the Subdivision comply at all times with all applicable zoning laws, building codes, property maintenance codes and with all other applicable laws and regulations and must be approved by seventy-five (75%) percent of the Owners.

Section 7.18. *Common Area Safety and Appearance.* Each Owner shall maintain his or her Lot so as to minimize any hazards to persons or property located on Common Areas. Hazards such as drainage or runoff of water across Common Areas, dead trees or tree limbs in close proximity to Common Area property or walkways, or other potential hazards to persons or property shall be promptly addressed by the Owner so as to effectively eliminate the hazard. If the Owner fails or refuses to address a hazard that is brought to the Owner's attention, the Board may retain a contractor to eliminate the hazard. Should the Board retain a contractor to address the hazard, then the reasonable expense associated with the remediation of the hazard will be charged to the Owner upon whose Lot the hazard is emanating. Regardless of the Association's right to address safety concerns emanating from Owner's Lots, any damage, injury or loss associated with the Owner's Lot will remain solely the responsibility of the Owner upon whose property the hazard emanates. No property or structures may be placed in or on Common Area property by any Owner or resident. Furthermore, neither Owners nor residents shall dump any form of trash, grass clippings, yard waste, trees, tree limbs or other material upon Common Area property for any reason. If any property or material is placed or deposited onto Common Area property in violation of this provision, the Owner shall be responsible to remove the material at the Owner's expense. If the Owner fails or refuses to remove the material, the Association may retain a contractor to remove such material. Should the Association retain a contractor to remove the material, then the reasonable expense associated with the removal will be charged to the Owner who deposited the material on Common Area property. All such expenses incurred by

the Association shall be subject to the lien and collection provisions for Assessments in Article V.

Section 7.19. *Compliance with Zoning Laws and Other Laws.* In addition to complying with these Covenants, the use and condition of all Lots, Residences and Common Areas must comply at all times with all applicable zoning laws, building codes, property maintenance codes and with all other applicable laws and regulations.

Section 7.20. *Property Maintenance.* All property within the Subdivision is expected to be reasonably maintained so that it contributes positively to the appearance of the neighborhood and to the value of the homes within the Subdivision. In the event that a Lot within the Association is not being properly maintained, such as an unmowed or overgrown lawn (9" or greater grass length), excessive/overgrown weeds in any beds or garden areas, the accumulation of trash, debris or unsightly items, unsightly deterioration of buildings, excessive peeling paint, etc., the Association shall, after providing notice, have the right to retain a contractor to enter onto the Property, to undertake needed maintenance, repair or upkeep, and to charge the reasonable cost of such maintenance to the Owner. Notice of such action will be provided in writing to the Owner's address, and such notice shall be postmarked at least ten (10) days prior to the scheduled maintenance or repair. If the Owner alleviates the concern to the Board's satisfaction before the date of the scheduled maintenance, then the maintenance work will be cancelled at no cost to the Owner. An Owner shall not hinder, interfere with, nor molest any worker who comes onto the Lot in accordance with this Section of the Covenants. The Association, its representatives, agents, vendors and independent contractors shall have a license to access the Owner's Lot for purposes of this Section 7.20. Should the Owner fail or refuse to reimburse the Association within thirty (30) days of receiving the bill associated with any maintenance expense incurred, then the fees and interest charges set forth in Article V above will apply. All such maintenance expenses incurred by the Association shall be subject to the lien and collection provisions for Assessments in Article V.

Section 7.21. *Violation of Association Covenants or Bylaws.* In the event that an Owner, with actual or implied knowledge, violates any Covenant or Bylaw of the Association, the Board has the right, after providing notice, to levy a fine of up to \$100.00 per violation. Before any such fine may be levied, however, notice of such violation and fine amount must be provided in writing to the Owner, and such notice shall be postmarked at least ten (10) days prior to the stated compliance deadline. If the Owner alleviates the violation to the Board's satisfaction before the compliance deadline, then no fine will be assessed. If the violation results

in a fine and the violation is not eliminated within ten (10) days of when the initial fine is levied, then the Board has the right to bring an enforcement action in accordance with the provisions set forth in Section 10.02. Should the Owner fail or refuse to pay any fine within thirty (30) days of receiving notice of the fine, then the fees, interest charges, and foreclosure procedures set forth in Article V may be applied.

### **ARTICLE VIII. OWNER OCCUPANCY, LEASING, RENTAL**

Section 8.01. *Purpose.* The purpose of this Article VIII is to: (1) be in the best interest of all Owners all of whom have similar proprietary (property) interests in their Residences; (2) protect property values and the Owner's long-term investment in his Residence and Lot; (3) preserve high standards of accountability and responsibility for the maintenance and care of the Lots in the Subdivision; (4) avoid the temporary and transient nature of leasing property and to encourage a low turnover of occupancy; (5) avoid vacancies of Residence which can lead to blight and crime; and (6) to encourage and realize the other benefits that accrue from restricting the Subdivision to single family residential use and to avoid any commercial uses of the Lots in the Subdivision that may be caused by using or occupying the Lots for rental or leasing purposes.

Section 8.02. *No Non-Owner Occupied Residences in Subdivision.* In accordance with the purposes set forth in Section 8.01 above, no Residence shall be used or occupied as a Non-owner Occupied Residence.

Section 8.03. *Existing, Leased and Occupied Non-Owner Occupied Residences.* Within thirty (30) days after the recording of these Covenants, the Board shall send written notice to every Owner in the Subdivision stating that if the Owner's Lot is being occupied and leased as a Non-Owner Occupied Residence, then the Owner shall have thirty (30) days after the Owner's receipt of such written notice to register with the Board such Non-Owner Occupied Residence, which was existing, leased, and occupied at the time of the recording of these Covenants.

- (a) In order to register a Non-Owner Occupied Residence, which was existing, leased, and occupied at the time of the recording of these Covenants, the Owner must submit the following information to Board:
  - (1) a copy of the written lease predating the recording of these Covenants;
  - (2) the contact information of the Owner;
  - (3) the name and address of the existing tenant/occupant and any other persons occupying the Residence

and the date such occupancy began; and (4) such other information as the Board may lawfully request.

- (b) If the Board (or the members of the Association upon appeal) determines that the Non-Owner Occupied Residence was existing, leased, and occupied at the time of the recording of these Covenants, then the Board (or the members of the Association upon appeal) shall issue a written decision notifying the Owner of the approval of the legal nonconforming status of such Non-Owner Occupied Residence and the Board (or the members of the Association upon appeal) shall cause the nonconforming Non-Owner Occupied Residence to be registered in the records of the Association.
- (c) If the Board determines that the Non-Owner Occupied Residence was not existing, leased, and occupied at the time of the recording of these Covenants, then the Board shall issue a written decision notifying the Owner of the rejection of the nonconforming status for the Non-Owner Occupied Residence. The Owner may appeal the Board's rejection to the members of the Association. The members of the Association may overturn a denial of upon a majority vote. The decision of the members of the Association shall be final.
- (d) A Non-Owner Occupied Residence that was existing, leased, and occupied at the time of the recording of these Covenants, and that timely applies for and is registered with the Association under this Section 8.03 shall be allowed to continue as a Non-Owner Occupied Residence until the earlier of: (1) the date the Owner sells the Residence to another person or (2) the Non-Owner Occupied Residence is vacant for a total of four (4) weeks in any one (1) year, whether or not these weeks are consecutive.
- (e) A Non-Owner Occupied Residence that either: (1) fails to qualify as an existing, leased and occupied Non-Owner Occupied Residence as of the time of these Covenants; or (2) loses its status as an existing, leased and occupied Non-Owner Occupied Residence under Section 8.03(d) above, shall be subject to these Covenants and no Non-Owner Occupied

Residence shall be allowed on the Lot, except as expressly approved under these Covenants.

- (f) A Non-Owner Occupied Residence that fails to apply timely for registration under this Section 8.03 shall be subject to these Covenants and a Non-Owner Occupied Residence shall not be allowed on the Lot.

Section 8.04. *Hardship Waivers.* The Association through a vote of the majority of its members may waive the application of Section 8.02 to a Lot in cases of extreme financial or personal hardship. However, no such waiver shall be for a period longer than six (6) months and shall be made on the condition that the Owner either sell his or her Residence or move back into his or her Residence after the waiver period has ended.

Section 8.05. *Short Term Rentals.* In addition to the prohibitions set forth in Section 8.02 above, no Owner shall market, advertise, or use a Residence or any portion of a Residence as a short term or vacation rental.

## **ARTICLE IX. FLOOD PROTECTION, EASEMENTS, UTILITIES AND OTHER INFRASTRUCTURES**

Section 9.01. *Flood Protection Grades.* In order to minimize potential damages from surface water, flood protection grades are hereby established for the following Lots as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor.

<u>Lot Number</u>	<u>Elevation</u>
4 through 8	799.2
13 and 14	786.5
24 and 25	808.0
26	811.0
27	813.0
30 and 31	796.5
33	800.0
34 and 35	799.0

36	798.5
37	797.5
38	796.5
39	792.0
40	790.0
41	792.0
42 through 53	797.5
54 and 55	787.0
56	790.0
57	791.0
58	792.5
59	793.0
60	794.0
66	794.0
67	795.0
68	796.0
69, 71 and 72	801.0
79	815.8
80	815.8
81	817.5
82	819.5
83	821.5
84	821.5
85	818.5
86	815.8
87	815.8
90	821.5
91	821.5
101	808.5
102	808.5
118	808.6
119	808.6
121 through 125	800.0
126 through 128	805.0
129 through 134	811.8
140 through 145	805.7

Section 9.02. *Platted Utility Easements.* All Lots in the Subdivision shall be subject to the easements indicated upon the recorded Plat, which may be used, subject to the provisions of Article IX, for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of (i) poles, wires and conduits, and the necessary and proper attachments in connection therewith, for the transmission of electricity for light, power, telephone, radio and television and other purposes, (ii) surface and storm water sewers and drains, (iii) sanitary sewers, (iv) pipe lines for supplying gas, water and heat, and (v) for any other municipal, public or quasi-public utility.

Any municipal, public or quasi-public utility engaged in supplying one or more of the above utility services shall have the right to enter upon the strips of land subject to said easements for any purpose for which said easements may be used. All structures, shrubbery, trees, and other installations located within said easements shall be subject to the paramount right of each such utility to use said easements as provided herein and the removal of any obstruction by any utility shall in no way obligate the utility in damages or to restore the obstruction.

Section 9.03. *Utility Easements in Streets.* Utility easements in all platted streets are reserved for use, subject to the provisions of Section 9.04 below, by municipal, public and quasi-public utilities, for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of utility plant, subject to reasonable regulation by any governmental body having jurisdiction of the streets and subject to the obligation of any such utility which installs plant in any street to repair and return the payment of such street to at least as good a condition as existed prior to such work.

Section 9.04. *Prohibition of Overhead Utility Facilities.* All utility wires, cables, conduits, pipes, and other facilities within the Subdivision shall be located underground within the utility easements provided hereby, except that:

- (a) Poles and overhead facilities may be used to the extent reasonably necessary at those places where distribution facilities enter and leave the Subdivision, and
- (b) Housing, pedestals and other facilities may be above the surface of the ground to the extent permitted by this Article IX and to the extent



otherwise necessary for installation and operation of the utility service, but shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable

Section 9.05. *Utility Service Entrances.* All utility service entrances running from any utility plant within a platted or dedicated easement, or a street to any structure on a Lot shall be located underground, except for such housings, pedestals, or other facilities as may be appropriate or necessary for connecting, servicing and maintenance of such utility service entrance. Such housings, pedestals and other facilities shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable. Each Owner shall, at the time of the installation of any such service entrance, furnish to the utility, for its records, a drawing or other description accurately showing the location underground for the service entrance from the easement or street to the Owner's structure. Each utility having plant in any easement or street shall have control over the installation of all connections to its plant for service entrance serving Lots. Each such installation shall be left open for inspection and approval by the utility.

Section 9.06. *Small Cell VZW.* No Small Cell VZW or other short range mobile cell tower shall be installed above ground on any Lot, Common Area, within any public street right-of way, or within any utility easement in the Subdivision.

Section 9.07. *Water and Sewer System.* Water lines and Sewers on Lots in the Subdivision shall be connected to the water system and/or the sanitary sewage system according to the plans and specifications on file with the Plan Commission. No individual sanitary sewage disposal or water supply system shall be constructed, used, or maintained on any Lot, except geothermal heating and cooling wells for individual home's climate control facilities only, are permitted. All rain and storm water runoff, other surface water, and water accumulated shall be discharged only into the storm water sewer system or discharged into the lake are and shall not at any time be discharged or permitted to flow into the sanitary sewer system.

Section 9.08. *Surface Drainage Easements.* Surface drainage easements and Common Areas as shown on the Plat are intended for drainage purposes for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists

and to repair and maintain, or to require such repair and maintenance as should be reasonably necessary to keep the conductors unobstructed.

## ARTICLE X. GENERAL PROVISIONS

### Section 10.01. Duration and Amendment.

- (a) The protections, obligations, restrictions and limitations set forth in these Covenants shall be construed as and shall be covenants running with the land and shall be binding upon all Owners of any Lot or real property within the Subdivision and all persons claiming under them; and except as provided in subparagraph (b) below, shall continue in existence for a period of twenty-five (25) years from the date of recording hereof and thereafter shall be automatically extended for successive periods of ten (10) years each; provided, however, that nothing contained in this Section 10.01 shall limit or alter in any way whatsoever any right, statutory or otherwise, to vacate the Plat or any portion thereof.
  
- (b) These Covenants may be amended, replaced, or changed upon the approval of: (1) the Association Board and (2) sixty-six percent (66%) of the Owners of the Lots in the Subdivision. Board approval of the Covenant changes may be obtained through a motion or resolution that is properly presented and voted upon during any regular Board meeting. Such approval shall be documented in the minutes of such meeting. Owner approval of the Covenant changes may be obtained through a signed petition in which the Owners indicate their respective approval or disapproval of the proposed Covenant changes. The individual who signs the petition as the Owner verifies that he or she has authority to sign the petition as the Owner, as the Board will rely on this representation when verifying to the County Recorder that the signatures collected on the Covenant change petitions are valid. The provisions of any amendment shall become effective upon the recording of a copy of the agreement making such amendment in the Office of the Recorder of Allen County, Indiana.

Section 10.02. Enforcement. The Association and 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. The failure by the Association to enforce any provision of these Covenants shall create no liability on behalf of the Association. All liability related to the failure to comply with these Covenants shall rest solely upon the Owner who failed to comply with any applicable Covenant provision or provisions.

Section 10.03. Investigation and Compliance. With Owner permission, the Association or its representative hired or appointed by the Board shall have the right of access to all Lots at all reasonable times and in a reasonable manner to investigate and determine compliance with the provisions of these Covenants. Owners collectively grant the Association, the Board and its representatives a limited right (license) to enter onto or to cross their Lot(s) in order to carry out any and all of the rights, duties, responsibilities and permitted activities set forth within these Covenants. Any material damage that occurs to the Lot or Lots that are crossed (such as damage to lawns or to real or personal property) shall be repaired or replaced by the Association or by its approved contractors or representatives.

Section 10.04. No Waiver. The failure of the Association or any Owner to enforce the provisions of these covenants shall not constitute a waiver of the right to enforce them on another occasion and no delay in enforcement shall constitute a waiver of the right of enforcement so long as a violation continues.

Section 10.05. Severability. Invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 10.06. Costs and Attorney's Fees. Subject to I.C. § 32-25.5-5-1 *et seq.* as may be amended, recodified or replaced, the Association shall be entitled to recover from any Owner its costs and expenses, including but not limited to reasonable attorney's fees incurred in seeking to enforce any violation or non-performance of the Covenants or Bylaws, and including but not limited to defending or resisting any challenge to the enforceability of the Covenants or Bylaws, whether initiated by the Association or the Owner. The Association shall also be entitled to recover its costs, costs of collection, expenses, including but not limited to reasonable attorney's fees incurred in its efforts to collect overdue Assessments, or to seek recompense for damage to

Association property should the Association be successful in its pursuing its claim regardless of whether the dispute is resolved in court or through mediation.

Section 10.07. *Non-Conforming Use or Condition.* The Covenants shall become effective as of the date they are adopted by more than sixty-six percent (66%) of the Owners in each Section. The Covenants are not intended to apply retroactively. As a result, any uses or conditions that were pre-existing as of the effective date of the Covenants are considered a permitted, pre-existing, non-conforming use or condition and are “grandfathered” in under the Covenants.

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IN WITNESS WHEREOF, the undersigned Officers of Bittersweet Lakes Community Association, Inc. certify that on SEPTEMBER 13, 2021 the Board of Directors for Bittersweet Lakes Community Association, Inc. approved the Amended and Restated Dedication of Easements and Protective Covenants, Restrictions and Limitations for Bittersweet Lakes Sections I, II, III, and V, an Addition in Aboite Township, Allen County, Indiana.

BITTERSWEET LAKES COMMUNITY ASSOCIATION, INC.

Dated: Sept 13, 2021

By: Karen S Peak

Name: Karen S. Peak

Position: ✓ President

Dated: Sept 13 2021

Attest: Joseph Kyle Ness

Name: Joseph Kyle Ness

Position: Secretary

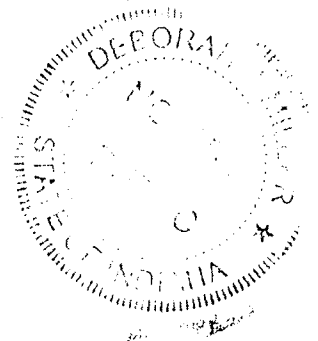
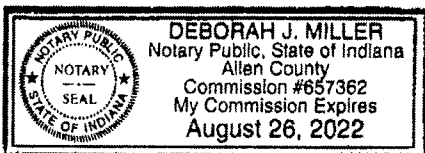
STATE OF INDIANA )  
 ) SS:  
 COUNTY OF ALLEN )

Subscribed and sworn to before me, the undersigned Notary Public in and for said County and State this 13<sup>th</sup> day of SEPTEMBER, 2021 personal appeared KAREN S. PEAK and JOSEPH KYLE NESS, the President and Secretary respectfully of the Bittersweet Lakes Community Association, Inc., known to me to be such Officers, and acknowledge the execution of the above and foregoing instrument for and on behalf of said Corporation and by its authority. Witness my hand and seal.

Dated this 13<sup>th</sup> day of SEPTEMBER, 2021.

My Commission Expires:

Deborah J Miller  
DEBORAH J MILLER, Notary Public



**Certificate of Adoption**

The undersigned President and Treasurer of the Board of Directors of the Bittersweet Lakes Community Association, Inc., hereby certifies that the above Amended and Restated Dedication of Easements and Protective Covenants, Restrictions and Limitations for Bittersweet Lakes Sections I, II, III, and V, an Addition in Aboite Township, Allen County, Indiana were duly adopted by written instrument signed and acknowledged by more than sixty-six percent (66%) of the Owners of Lots in each Section of the Bittersweet Lakes Community Association, Inc. as shown by the following acknowledgments.

Dated: Nov 11, 2021

BITTERSWEET LAKES COMMUNITY  
ASSOCIATION, INC.

By: Karen Peak

Name: Karen Peak

Position: President

Attest: Joseph Kyle Ness

Name: Joseph Kyle Ness

Position: Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

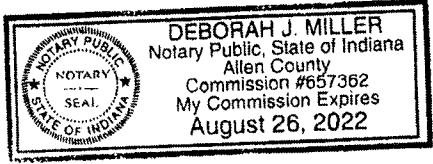
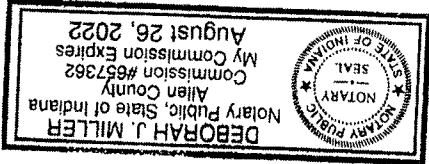
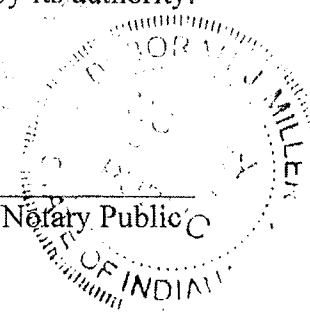
Subscribed and sworn to before me, the undersigned Notary Public in and for said County and State this 11<sup>th</sup> day of NOVEMBER, 2021 personal appeared Karen Peak and Joseph Kyle Ness, the President and Secretary respectfully of the Bittersweet Lakes Community Association, Inc., known to me to be such Officers, and acknowledge the execution of the above and foregoing instruction for and on behalf of said Corporation and by its authority. Witness my hand and seal.

Dated this 11<sup>th</sup> day of NOVEMBER, 2021.

My Commission Expires:

8/26/2022

Deborah J. Miller  
Deborah J. Miller, Notary Public  
Resident of Allen County, Indiana



AMENDED AND RESTATED DEDICATION OF EASEMENTS  
AND PROTECTIVE COVENANTS,  
RESTRICTIONS AND LIMITATIONS FOR  
BITTERSWEET LAKES SECTIONS, I, II, III, AND V, AN ADDITION IN ABOITTE  
TOWNSHIP, ALLEN COUNTY, INDIANA

Cross Reference to: 94-40718, 95-012605, 98-0032502, 98-0086193, 99-0070257, 201026114,  
201052095, 202022784, 202092559, 206061653

**Approval of Plan Commission on following page(s).**

