

94 JUL -7 AM 10:18 PROTECTIVE COVENANTS,
RESTRICTIONS, AND LIMITATIONS

W. J. ...
ALLEN COUNTY RECORDER

FOR

BITTERSWEET LAKES, SECTION ONE

All of the lots in the plat of Bittersweet Lakes, Section One shall be subject to and impressed with the easement and protective covenants, restrictions, and limitations hereinafter set forth, which shall be considered a part of every conveyance of any lot or portion thereof in the Subdivision without being written therein.

The provisions herein contained are for the mutual benefit and protection of the owners (present and future) of any and all lots in the Subdivision; and they shall run with and bind the land and shall inure to the benefit of, and be enforceable by the owner or owners of any lot or lots in the Subdivision and their respective legal representatives, heirs, successors, grantees, and assigns.

The owner or owners (present and future) of any lot or lots in the Subdivision shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and damages for any injury resulting from any violation thereof; but there shall be no right of reversion, re-entry, or forfeiture of title resulting from any violation.

The covenants are enforceable by the owners and Bittersweet Lakes Community Association, Inc.

1. Definitions

a. The word "Lot" means a parcel of land, exclusive of street and lake area, designated in the recorded plat of the Subdivision by number and defined by boundary dimensions noted thereon.

b. The word "Developer" means Bittersweet Lakes, Inc., an Indiana corporation, and the successors and assigns of Bittersweet Lakes, Inc.

2. Use

All Lots in the Subdivision shall be used only for single-family residential purposes, but domestic servants employed by a resident may also reside in the dwelling. No more than one single-family dwelling shall be constructed or maintained on a Building Site. No fence or wall shall be erected or placed on any Building Site without the prior written approval of the Architectural Control Committee. No outside pet houses, pens, or fences for pets are allowed.

3. Dwelling Size

Each dwelling constructed, placed, or permitted to remain on a Building Site 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 Developer hereinafter provided for.

4. Garages and Driveways

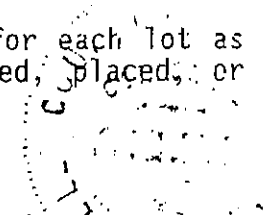
Each dwelling shall have a garage sufficient in a size to accommodate at least two cars, and it shall be attached to the dwelling either directly or by a breezeway or porch. Each driveway from the street to the garage shall be paved with concrete. No unattached structures of any kind are allowed.

5. Building Lines

There is hereby created and established a building line for each lot as shown on the plat. No building shall at any time be erected, placed, or

DULY ENTERED FOR TAXATION

JUL 7 1994



95-12605

COPY

AMENDMENT TO THE PROTECTIVE COVENANTS,
RESTRICTIONS, AND LIMITATIONS FOR
BITTERSWEET LAKES, SECTION ONE

Pursuant to the provisions of Section 27 of the Protective Covenants, Restrictions and Limitations for Bittersweet Lakes, Section One as recorded in Plat Cabinet C, page 24 and Document Number 94-040718 in the Office of the Recorder of Allen County, Indiana, Bittersweet Lakes Development Corp., an Indiana corporation, being the Developer of said subdivision is entitled to, and does hereby make the following amendments to said Protective Covenants, Restrictions and Limitations:

Section 1, paragraph b. shall be replaced by the following paragraph b.:

b. The word "Developer" means Bittersweet Lakes Development Corp., an Indiana corporation, and the successors and assigns of Bittersweet Lakes Development Corp.

Section 6, paragraph a. shall be replaced by the following paragraph a:

a. No building shall be erected, placed, or altered on any Building Site until the construction plans and specifications therefor and a plot plan showing the location thereof have been approved by the Architectural Review Committee as to 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. All exterior finish is to be reviewed by the Architectural Review Committee. All exterior coverings of the front of residences shall be of natural materials, except for roofs, and shall be compatible to the natural surroundings. All exterior coverings of the side and rear of residences shall be of natural materials or vinyl siding.

Section 37 is deleted in its entirety.

Dated this 22nd day of February, 1995.

BITTERSWEET LAKES DEVELOPMENT CORP.,
DEVELOPER

By: Joseph L. Sullivan
Joseph L. Sullivan, President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of February, 1995, personally appeared Joseph L. Sullivan, the President of Bittersweet Lakes Development Corp., to me known to be such officer of said corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation and by its authority, and who, under the penalties of perjury, affirmed and stated that the facts and matters therein set forth are true and correct. Witness my hand and notarial seal.

My Commission Expires:
July 24, 1996

Phyllis Berning
Notary Public
Printed Phyllis Berning
County of Residence Allen

DULY ENTERED FOR TAXATION

MAR 29 1995

[Signature]
AUDITOR OF ALLEN COUNTY

95 930
AUDITORS NUMBER

[Signature]
ALLEN COUNTY RECORDER

95 MAR 29 PM 1:26

This is to certify that the foregoing document has been reviewed by the Allen County Plan Commission. As presented, the content of the restrictions contained in said document conforms to the requirements of the Allen County Zoning and Subdivision Control Ordinances and the document is now eligible for recording. This certificate does not extend to the form or validity of the document.

Dated this 24 day of March, 1995.

ALLEN COUNTY PLAN COMMISSION

By: 

Dennis A. Gordon

This instrument prepared by Charles D. Bash, Attorney, 803 S. Calhoun Street, Suite 500, Fort Wayne, Indiana 46802.

LEGAL DESCRIPTION AND DEDICATION
for
BITTERSWEET LAKES, SECTION I

The undersigned, BITTERSWEET LAKES DEVELOPMENT CORP., being the fee simple owner of the real estate in Allen County, Indiana, described on the face of the plat attached hereto, by virtue of that certain deed recorded as Document No. 94-14605 in the Office of the Recorder of Allen County, Indiana, does hereby lay off, plat, subdivide and dedicate said real estate in accordance with the information shown on the plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as BITTERSWEET LAKES, SECTION I.

The lots are numbered 1 through 75, both inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. The ground designated Blocks A, B, C and D shall be Common Area. All streets and easements specifically shown or described are hereby dedicated to the public for their usual and intended purposes.

Said subdivision is subject to the Protective Restrictions, Covenants, Limitations and Easements for Bittersweet Lakes, Section I, which are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 12th day of January, 1994.

BITTERSWEET LAKES DEVELOPMENT CORP.

By: Joseph L. Sullivan
Joseph L. Sullivan, President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of January, 1994, personally appeared Joseph L. Sullivan, the President of Bittersweet Lakes Development Corp., to me known to be such officer of said corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation and by its authority. Witness my hand and notarial seal.

My Commission Expires:
January 30, 1996

Charles D. Bash
Notary Public
Printed Charles D. Bash
County of Residence Allen PL

This instrument prepared by Charles D. Bash, Attorney, 803 S. Calhoun St., Suite 500, Fort Wayne, Indiana, 46802.

f. No radio or television antenna which attains a height of 6 feet above the highest point of the roof shall be attached to any dwelling. No freestanding radio or television antenna shall be permitted on any lot. No satellite disk or other similar satellite device shall be permitted at any location on any lot.

g. No oil drilling, oil development operations, oil refining, quarrying, or 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.

h. Until such time as homes have been constructed on all Lots in the Subdivision, the Developer shall appoint the Architectural Review Representative or Committee, none of which must be an Owner of a Lot in the Subdivision. Thereafter, Developer shall assign its rights under this Article to the Association, and the Board of Directors of the Association shall have full authority to designate an Architectural Review Committee, each member of which must be an Owner of a Lot in the Subdivision. The Board of Directors shall also have full authority to remove any member from the Committee by means of a majority vote of the Board and to appoint a successor.

7. Landscaping

Within 60 days after the completion of the construction of a dwelling, or as soon thereafter as weather conditions permit, the owner shall have planted at least ten well-developed shrubs; and there shall be two trees on the Building Site; and the owner shall have graded and seeded or sodded the entire lot on the Building Site, except that part covered by buildings or concrete.

If landscaping with a natural look is desired, plans for such landscaping must first be submitted to and approved by the Architectural Review Committee before any such work may be started upon the site.

8. Fuel Storage Tanks

All fuel storage tanks shall either be placed underground or concealed within the house or garage.

9. Platted Utility Easements

All lots in the Subdivision shall be subject to the easements indicated upon the recorded plat, which may be used for the installation, construction, maintenance, operation, servicing, repair, removal, and replacement of (a) poles, wires, and conduits and the necessary and proper attachments in power, telephone and other purposes; (b) surface and storm water sewers and drains; (c) sanitary sewers; (d) pipelines, their pumps and appurtenances for supplying gas, water, and heat; and (e) for any municipal, public, or quasi-public utility.

10. The Developer, the Association, and 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, improvements, trees, and other installations located within said easements shall be subject to the paramount right of each such utility to use easements as provided herein.

11. All utility easements, as dedicated on the face of the plat, shall be kept free of all permanent structures; and the removal of any obstructions by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form.

12. Streets

Utility easements are reserved in all platted streets for use by municipal, public, and quasi-public utilities and by the Developer for the installation, construction, maintenance, operation, servicing, repair, removal, and replacement of utility facilities, subject to reasonable regulation by any governmental body having jurisdiction of the streets and subject to the obligation of any such utility which installs facilities in any street to repair and return the pavement of such street to at least as good a condition as existed prior to such installation.

No vehicle equipped with metal lugs in its wheels or tires or not equipped with pneumatic tires shall be permitted on the paved portions of the streets in the Subdivision, or any portion thereof, after the finish coat has been placed on such portions.



13. Utility Service Entrances

All utility service entrances running from any utility facilities within a platted easement or a street to any structure on a Building Site shall be located underground, except for such housings, pedestals, or other facilities as may be appropriate or necessary for connection, 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 practical.

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 of the service entrance from the easement or street to the owner's structure or structures. Each utility having facilities in any easement or street shall have control over the installation of all connections to its facilities for service entrances serving Building Sites. Each such installation shall be left open for inspection and approval by the utility.

14. Water and Sewer Systems

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 area and shall not at any time be discharged or permitted to flow into the sanitary sewer system. Only rain surface water and geothermal well non-contact cooling and heating waters shall be permitted to flow into the lake.

Every building located within the Subdivision shall be connected to the sanitary sewer system provided for the Subdivision; and all sanitary sewage shall be discharged only into that sanitary sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the storm water system or into the lake.

15. Temporary Structures and Storage of Vehicles and Boats

No structure of a temporary character, trailer, bus, truck (i.e. semi-trucks, cement mixers, dump trucks, tow trucks, etc.) recreational vehicle, camper or camping trailer, shack, unattached garage, barn, storage shed, or other outbuilding shall be either located on any lot at any time or used as a residence either temporarily or permanently. No vehicle, trailer, or boat, except automobiles, may be parked longer than 4 days in driveways. Vehicles, including automobiles, trailers, or boats may not be parked or stored in yards.

It shall also be a requirement that before any house can be occupied, all approved site improvements must be installed to serve such structure.

No on-street parking shall be permitted, except for special function or temporary guests.

16. Animals

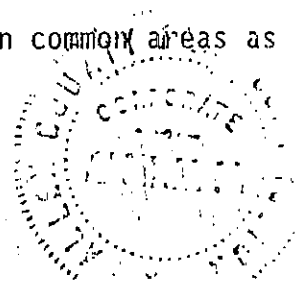
No animals of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.

a. Dogs, cats, or other household pets may not be left outside in the owner's absence. Pets shall not be tied outside for prolonged periods.

b. Dogs, cats, or other household pets must be restrained from running on other's property, including common areas.

c. Dog owners must control dog barking, howling, and yelping.

d. Owners are responsible for clean-up of pet excreta in common areas as well as in owner's and neighbors' yards.



e. Doghouses, kennels, dog runs, or other animal enclosures are prohibited.

f. No animal whose behavior could be considered threatening shall be permitted outside except under the direct physical control of the owner, such as by means of a reasonable leash.

This restriction shall be enforced by the Association, however, a property owner may enforce this restriction and the Association shall be obligated to pay said owner any reasonable expenses of such enforcement, including attorney's fees. The reasonable expenses of such enforcement by an owner or the Association, including attorney's fees, shall be a charge against the property owned by the owner of the offending animal or owner who permitted the offending animal, and may be collected such as any assessment by the Association.

17. Refuse Disposal

No lot or common area shall be used or maintained as a dumping ground for rubbish, trash, garbage, grass clippings, compost, or other refuse or debris; and the same shall not be kept except in sanitary containers. All containers for storage of such material shall be located within the dwelling, garage, or underground.

Outside trash burners or incinerators are prohibited. Burning of trash or leaves is prohibited. Compost storage is subject to review by the Architectural Review Committee after consultation with owners of adjacent lots.

18. Signs

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sale period. No sign shall be displayed to the public view at the Subdivision entrance other than a sign approved by the Developer. The Developer or Association may construct a sign or signs naming and advertising the Subdivision.

19. Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

20. Prehabitation

Before any building on any lot in the Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent developing owner of such lot shall install all improvements serving such lot, as provided in the plans and specifications for such improvement filed with the Board of County Commissioners, Allen County, Indiana, together with any amendments or additions thereto which said Board may authorize or require. This covenant shall run with the land and be enforceable by the governmental body having jurisdiction over the Subdivision, as well as any aggrieved lot owner in the Subdivision.

21. Improvement Location Permit

Before any lot within the Subdivision may be used or occupied, the user or occupier shall first obtain from the Zoning Administrator of Allen County, Indiana, or the Administrator of the zoning authority then having jurisdiction over the Subdivision, the improvement location permit and certification of compliance required by the Allen County, Indiana, Zoning Ordinance or the ordinance of the governing body then having zoning jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Zoning Administrator of Allen County, Indiana, as well as any aggrieved lot owner in the Subdivision.

22. Homestead Road

Lots abutting on Homestead Road shall not have a driveway access to said roadway.

23. Bittersweet Lakes Community Association, Inc.

a. The owners of the lots in the Subdivision shall be deemed to be and constitute an association which shall be named "Bittersweet Lakes Community Association, Inc." (hereinafter called the "Association"). The owner or owners of each lot in the Subdivision and all future sections of Bittersweet Lakes shall automatically become and remain during the period of such ownership members of the Association and be entitled to one joint vote for each lot owned by them.

The Association shall have the following two classes of voting memberships:

1. Class A - Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to a lot.

2. Class B - Class B membership consists of Developer. The Class B member shall be entitled to three (3) votes for each lot owned. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 2000.

The Association shall become incorporated as an Indiana Non-Profit Corporation as soon as 15 lots in Section I have been sold; and all power, authority, liability, and responsibility hereby vested in the Association shall be vested in that corporation, as well as all other rights, powers, and duties vested in it by law. Additional members shall be added to the membership of the Association upon recommendation of the Developer as it develops additional adjacent property.

b. The Association shall conduct an annual meeting on the last Sunday of April commencing in 1994. At its annual meeting, it shall organize itself by electing its Board of Directors, review the Association's financial results for the past 12 months and, in general, address all matters and issues pertinent to the administration and maintenance of the Association.

The Association may adopt by-laws to govern its organization, meetings, members, elections, and tenure of office of its officers and directors, and such other matters as it may choose, except that no provision shall be effective which shall attempt to deprive the owner or owners of any lot in the Subdivision of the one vote for each such lot owned by them to which they are entitled.

The secretary of the Association shall give each member thereof not less than 30 days written notice in advance of the date, time, and place of the annual meeting of the Association. Special meetings of the Association may be called by the president or secretary thereof at any time by giving not less than 5 days written advance notice of the time, date, and place of such meeting to all members of the Association. The secretary shall call a special meeting of the Association and give notice thereof as herein required upon receipt of a written request to do so signed by the owners of not less than 10 percent of the lots in the Subdivision.

The Notice of any required or authorized meeting shall hereby be given in writing and addressed to each member of the Association at his or her last known address as shown on the records of the Association, but any such notice may be waived by any member of the Association by written waiver of notice.

c. Subject to applicable laws and regulations of administrative agencies having jurisdiction thereover, and the obligations of utility companies and governmental bodies, the Association shall have the authority and responsibility to make such arrangements and perform such acts as may be necessary or desirable from time to time to keep the streets, lake area, dam, common areas, well sites, culverts, and spillway in the Subdivision; any lots, areas, and blocks in the Subdivision owned by the Association or subject to its control and all structures and improvements thereon; and those facilities which affect the common good of the residents of the Subdivision including sewer, water, gas, electric, street lighting, and telephone systems serving the Subdivision in good repair and condition and to make improvements thereon, including authority to contract for the cutting of grass, cleaning, beautifying, landscaping, and removal of trees, weeds, snow, ice, and debris from the streets and the areas, block, and lots of the Subdivision owned or under the jurisdiction of the Association and the maintenance, insurance, and repair of any structure or improvements located thereon.

The Association shall pay all real estate and personal property taxes payable on real estate and personal property owned by it and may make contracts in its name for the accomplishment of any of the purposes for which it is created. Nothing herein contained, however, shall relieve the Developer from installing at its expense the improvements and facilities reflected in the plans and specifications filed by Developer with the Board of County Commissioners, Allen County, Indiana.

24. Association Areas

a. The areas marked "Lakes" in the plat of the Subdivision 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 Bittersweet Lakes and their expressly invited guests for recreational purposes. All owners of a lot in Bittersweet Lakes 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 from time to time by the Association or the owners of lots in the Subdivision by the amendment hereof and subject further to the right of the Developer and its agents to use said Blocks, as shown on the plat, for a real estate field office and to locate a sign or signs naming and advertising the Subdivision until 90 percent of the lots in the Subdivision have been sold.

When the Association is incorporated, the Developer agrees to convey title to the Lake Area, and said Blocks shown on the plat to the Association, for the purposes and subject to the terms and conditions herein.

b. Access to and use of the common areas shall be in accordance with rules and regulations set by Bittersweet Lakes Community Association, Inc., which rules and regulations may be changed from time to time without amendment to these covenants, except that the following rules and regulations do require amendment of the covenants:

1. Motorized vehicles and motorized boats, except tractors or other maintenance equipment are prohibited in the common areas including lake area, sidewalks, and the "blocks".

2. Pets must be leashed and accompanied when in the common areas. Pets are prohibited from the "blocks". Owners are responsible for cleanup of excreta in the common areas. The Association, as owner of the common areas, may act to prohibit from common areas any pet found to be a nuisance.

3. The Architectural Review Committee is authorized to designate where boats may be moored in the lake and stored in common areas.

4. Dumping of refuse, debris, trash, grass clippings, or garbage in common areas is prohibited. Burning of leaves is prohibited in common areas.



25. Maintenance Liens

a. Financial obligations and expenses incurred by the Association in performing its said functions shall be assessed and borne by the owners of lots in the Subdivision in equal amounts. All such assessments for expenses shall be, and constitute, a lien upon each lot in the Subdivision in the amount of the pro-rata share of such expenses chargeable against such lot as provided in this paragraph. Said lien shall be subordinate to any purchase money mortgage, except that no expenditure by the Association of more than \$500.00 or for a purpose other than the payment of taxes on and normal maintenance or repairs of the dam and of the areas of the Subdivision under the control of the Association and the structures and improvements located thereon shall constitute the basis for a lien against any lot in the Subdivision unless such expenditure was approved in advance of the Association contracting therefor by the owners of not less than 66 2/3 percent of the lots in the Subdivision.

Despite any other statements to the contrary, there shall be no assessment made against the Developer or lien placed on any lot owned by the Developer. This provision is made in consideration of the obligations imposed upon the Developer.

As used herein, the term "normal maintenance" shall include the removal of leaves, ice, snow, debris, and weeds from the dam, streets, well site, lots, Blocks, Lake Area, and other areas owned or controlled by the Association; mowing the lawn thereon; and painting and repairing the structures and improvements located thereon. Annual assessments will be \$300.00 for regular maintenance plus \$100.00 for capital replacement and repair. These assessments may be changed from time to time by the Association and upon approval by the owners of not less than 66 2/3 percent of the lots in the Subdivision.

b. The amount so assessed against each lot in the Subdivision shall be payable by the owners thereof to the secretary of the Association within 30 days after the receipt by such owner of written notice of such assessment. Each such assessment shall be and remain a lien upon the respective lots against which the assessment is made until payment thereof to the secretary-treasurer.

The unpaid lien may be foreclosed in the same manner then provided by law for the forecloser of real estate mortgages without relief from valuation and appraisal laws and with attorneys' fees and costs of foreclosure. Commencing 30 days after the date of the notice of the annual assessment, interest will run on any unpaid balance of said assessment at a rate equal to the prime rate quoted by New York prime plus one percent (1%). The secretary of the Association shall maintain a record of all such assessments and on request shall furnish to the owner of any lot in the Subdivision a certificate showing the assessment made upon his lot and the amount, if any, of such assessment remaining unpaid; and such certificate shall be relied upon by the owner of such lot and any prospective purchaser or mortgagee in purchasing or accepting a mortgage upon such lot.

26. Term

These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded unless sooner altered or amended in whole or in part in the manner provided for in Paragraph 27 hereof. After the said initial 25-year term, these covenants and restrictions shall be automatically extended for successive periods of 10 years each, unless an instrument signed and acknowledged by the then owners of not less than 66 percent of the lots in the Subdivision has been recorded, agreeing to change said covenants in whole or in part and specifying in what respect they shall be changed. Amendments must be approved by the Allen County Plan Commission or its successor agency.

27. Amendment

These restrictions may be amended from time to time by an instrument signed and acknowledged by the then owners of not less than 66 percent of the lots in the Subdivision setting out the amendments and recording the same in the Office of the Recorder of Allen County, Indiana. However, the Developer

the Office of the Recorder of Allen County, Indiana. However, the Developer shall have the right for two (2) years from the date of recording of the plat to amend these Covenants, Restrictions and Limitations. Amendments must be approved by the Allen County Plan Commission or its successor agency.

28. Enforcement

Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violations or to recover damages, but in no event shall there be a right of reversion. The Association, Developer, or the Owner of any land within the Subdivision shall have the right to enforce, by any proceedings, 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. Failure by the Association, Developer, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

29. Severability

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

30. Subdivision of Lots

No lot or combination of lots may be further subdivided or a portion or portions be sold off.

31. Formation of Association

The association for Bittersweet Lakes must be incorporated as an Indiana Non-Profit Corporation as soon as 15 lots in Section I have been sold.

32. Blocks and Common Areas

Blocks and Common Areas are defined as: "All that portion of the Plat, excluding lots and street right-of-way."

33. Surface Drainage Easements and Common Area Drainage

Surface drainage easements and common areas 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 run-off 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 shall be reasonably necessary to keep the conductors unobstructed.

34. Flood Protection Grades

No permanent dwelling shall be constructed on the following lots below the elevations indicated here and on the final plat.

<u>LOT NUMBER</u>	<u>ELEVATION</u>
4 - 8	799.2
13 & 14	786.5
24 - 25	808.0
26	811.0
27	813.0
30 - 31	796.5
33	800.0
34 - 35	799.0
36	798.5
37	797.5
38	796.5
39	792.0



40	790.0
41	792.0
42 - 53	797.5
54 - 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 & 72	801.0

35. Maintenance of Storm Water Drainage System

The Association of Owners shall be obligated to 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 structures.

The storm water drainage system has been granted for the use and benefit of this section of Bittersweet Lakes and further sections of Bittersweet Lakes although not included in this section, the cost of which shall be borne by all the owners and subsequent owners of lots in any and all sections of Bittersweet Lakes.

The owner of any lot in this section or any future section of Bittersweet Lakes and/or the Allen County Drainage Board shall have the right to order the Association of Owners to carry out its obligation to maintain, repair, and/or replace the storm water drainage system and storm water detention system improvements, as above provided, and to assess the owners of all lots in this section and future sections of Bittersweet Lakes with the cost thereof.

36. Contractor Damage to Common Areas

Should contractors, subcontractors, material men, suppliers, or any other third parties employed or retained by a lot owner cause damage to any of the common areas, streets or roadways of the Association, said lot owner is responsible for causing the damage to be repaired to the satisfaction of the Architectural Review Committee and said lot owner agrees to indemnify and hold harmless the Association from any such damage.

37. Exclusive Builder

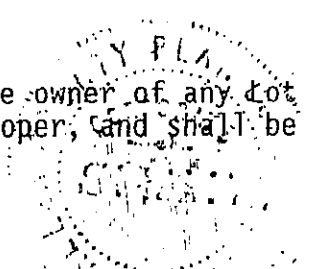
In order to maintain a degree of consistency in appearance, ensure high standards of quality, and guarantee the value of property; and in consideration of the services performed for the Developer by Joe Sullivan Homes, Inc.; Joe Sullivan Homes, Inc. is designated the exclusive builder for Bittersweet Lakes. No house shall be built upon a lot in Bittersweet Lakes by any builder other than Joe Sullivan Homes, Inc. unless a written waiver of this restriction has been obtained from Joe Sullivan Homes, Inc.

38. Sidewalks

Plans and specifications for this subdivision, on file with the Allen County Plan Commission require the installation of concrete sidewalks within the street rights-of-way as follows:

- Both sides of Eagle Creek Pass
- South side of Bittersweet Lake Way
- West side of Beaver Creek Court
- South side of Bittersweet Creek Run
- South side of Sandy Creek Crossing
- East side of Shady Creek Court
- East side of Bittersweet Lakes Run
- South side of Bittersweet Lake Court

Installation of said sidewalks shall be the obligation of the owner of any lot which abuts such street rights-of-way, exclusive of the Developer, and 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 Allen County Plan Commission or its successor agency. Should such Certificate of Occupancy be issued to the Developer, said Developer shall be considered an owner for the purposes of the enforcement of this covenant.

This instrument prepared by Charles D. Bash, Attorney, 803 S. Calhoun St., Suite 500, Fort Wayne, Indiana 46802.

