

**PROTECTIVE COVENANTS
RESTRICTIONS AND LIMITATIONS
FOR
BITTERSWEET MOORS SUBDIVISION SECTION I,
BITTERSWEET MOORS SUBDIVISION SECTION II
AND BITTERSWEET WOODS SUBDIVISION**

All of the lots in the plat of Bittersweet Moors Subdivision Section I, Bittersweet Moors Section II, and Bittersweet Woods Subdivision (hereinafter called the "Subdivision") shall be subject to and impressed with the easements and protective covenants, restrictions and limitations hereinafter set forth, which shall be consigned 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 insure to the benefit of, and be enforceable by the owner or owners of any lot or lots in the Subdivision and their respective legal representative, 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, reentry or forfeiture of title resulting from any violation. No lot shall be further subdivided unless approved by the Allen County Planning Commission or its successor, the Architectural Review Committee and 75% of the lot owners have approved by signing an instrument of approval.

1. Definitions

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

(b) The word "Developer" means Contracting Projects In Land, Inc., and the successors and assigns of the Contracting Projects In Land, Inc.

(c) The words "Association" shall mean and refer to Bittersweet Moors Subdivisions I and II and Bittersweet Woods Subdivision, all of which refer to Bittersweet Moors Community Association.

(d) "Architectural Review Committee" shall mean the body designated herein to review plans and to grant or withhold certain approvals in connection with improvements and developments. The Committee shall be composed of five (5) members with the vice president of the Board acting as chairman.

(e) "By-Laws" shall mean the By-Laws adopted by Bittersweet Moors Community Association and all amendments and additions thereto.

(f) "Subdivision" shall mean Bittersweet Moors Section I and II and Bittersweet Woods.

(g) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners in the Subdivision, as shown on the respective plat of said Subdivision, and as may be added in accordance with Section 1e of these Restrictions.

(h) "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

(i) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the plat, including contract sellers, excluding those having such interest as security for the performance of an obligation.

2. Use

a. 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, excepting Blocks "A" and "B" which shall be used as a Recreational Site.

b. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is : (1) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (2) no commodity is sold upon the Lot; (3) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (4) provided that, in no event shall a barber shop, fortune-telling parlor, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

3. Dwelling Size

No 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 less than 2000 square feet for a one-story home or 1000 square feet for a two-story home in Bittersweet Moors I and II. In Bittersweet Woods, the same is true, except that the minimum ground floor square footage for a two-story home is 1140 square feet. Total square footage for any house must be a minimum of 2000 square feet. Any dwelling of a type other than those specified above shall have a minimum ground floor area approved by the Architectural Review Committee.

4. Garages and Driveways

Each dwelling shall have a garage sufficient in 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, unless currently asphalt. Any change made to a driveway shall be presented and approved by the Architectural Review Committee.

5. Building Lines

There is hereby created and established a building line for each Lot as shown on the plat. No building, fence, or wall 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, nor shall the front of any building set back farther than 35 feet from said building line. In any event, no building shall be located nearer than a distance of ten percent (10%) of the lot width to an interior line and a combined width of both side yards shall be not less than a distance equal to twenty-five (25%) of lot width.

6. Architectural Review

a. No building shall be erected, placed, or altered on any Lot 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.

b. All changes to exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the majority of Dwelling Units in the neighborhood. The Architectural Review Committee shall approve or disapprove materials and colors so controlled.

c. The Architectural Review Committee shall approve or disapprove construction plans and specifications and locations of structures. The Architectural Review

Committee's approval or disapproval shall be in writing and based upon reasonable grounds consistent with protecting the proper growth and development of the Subdivision while upholding the provisions of the By-laws and Covenants. The vice president shall inform the president of the Architectural Review Committee's decision within 48 hours. In the event the Architectural Review Committee fails to approve or disapprove, as required by these provisions, within 30 days after the construction plans specifications and plot plan have been submitted to them, the owner may proceed with construction in accordance with the plans, specifications, and plot plan submitted.

d. Exterior addition changes or alterations of dwellings and construction or placement of fences, walls, roofs, or other yard structures, including, but not limited to lawn ornaments, playground or recreational equipment, which includes trampolines, windmills, flag poles, and basketball goals are subject to review by the Architectural Review Committee. No picnic tables or grills shall be placed in front yards. Plans and specifications showing the nature, kind, size, shape, height, materials, and location of the proposed addition or change are to be submitted in writing to the Architectural Review Committee which shall either approve or disapprove the proposal after considering its harmony of design and location in relation to surrounding structures and topography. Upon written approval from the committee, construction or placement may begin. A proposal that has been rejected by the Architectural Review Committee may be submitted to the Board of Directors for review. If the proposal is rejected by the Board, then the Lot Owners may petition and must obtain the signature of 75% of the lot owners which is the percent required for approval.

e. In-ground swimming pools and above-ground swimming pools are prohibited, except for infant pools. Hot tubs and their location must be approved by the Architectural Review Committee. Hot tubs must be screened from public view.

f. No alteration shall be made to lake/pond bank without prior approval of the Architectural Review Committee to include steps, retaining wall, piers, docks, etc.

g. Boat storage location will be under the jurisdiction of the Architectural Review Committee.

h. No radio or television antenna shall be attached to any Dwelling Unit without prior approval by the Architectural Review Board. In any case, no radio or television shall have more than thirty (30) square feet of grid area or attain a height in excess of six (6) feet above the highest point of the roof. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall exceed two (2) feet in diameter. One television or receiving disk or dish may be attached in a discreet manner to the dwelling. Any additional television or receiving disk or dish must be approved by the Architectural Review Committee. Any free standing television or receiving disk or dish must be approved by the Architectural

Review Committee. No solar panels attached or detached shall be permitted.

i. 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 oil or natural gas shall be erected, maintained, or permitted upon any Lot.

j. Doghouses, kennels, dog runs, or other animal enclosures will be subject to Architectural Review.

k. Dwelling Unit Exterior. All windows, porches, decks, balconies, and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

l. Firewood shall not be stored on the driveway or in any other conspicuous location.

m. The type, location, and installation of mailboxes will be approved by the Architectural Review Committee.

n. Holiday decorations shall not be installed or utilized more than six (6) weeks prior and/or four (4) weeks after any holiday.

7. Maintenance of Lots and Dwelling Units

a. No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Review Board. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs, or maintenance approved by the Architectural Review Committee to carry out the intent of this provision, and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments, and such amounts shall become a lien upon the Lot and be subject to the same collection rights and remedies granted to the Association.

b. Duty to Repair and Rebuild

1. Each Lot Owner shall at his sole cost and expense repair his Dwelling Unit, keeping the same in a condition comparable to the condition of such Dwelling Unit at the time its initial construction was completed, excepting only usual wear and tear.
2. If all or any portion of a Dwelling Unit is destroyed by fire or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling Unit in a manner which will substantially restore it to its condition as existed immediately prior to the casualty. All improve-

ments upon a Lot which has been partially or totally destroyed by fire or other casualty shall begin within three (3) months from the time such destruction or damage occurred, and all work shall be completed within one (1) year. Extenuating circumstances may be brought before the Board for consideration.

8. Landscaping

a. Within sixty 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 fifteen well-developed shrubs, and there shall be two trees on the Building Site and shall have graded and seeded or sodded the entire yard on the Building Site unless otherwise approved by the Architectural Review Committee..No excavated materials shall be stored on site. New landscaping shall not obstruct the lake view of neighboring lots.

b. In Bittersweet Woods, the balance of the lot with the exception of the front yard and twenty (20) feet on both sides and rear must be retained to its natural growth.

c. Under no circumstances shall chain link fences or perimeter fences be permitted.

d. Landscape modification involving significant permanent reduction and/or addition in current landscaping shall be reviewed and approved by the Architectural Review Board.

e. All shrubs, trees, grass, and plantings of every kind shall be kept well maintained, properly cultivated and free of trash, weeds, and other unsightly material.

9. Fuel Storage Tanks

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

10. Platted Utility Easements

All Lots 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 (i) poles, wires and conduits, and the necessary and proper attachments in connection therewith, for the transmission of electricity for light, power, telephone and other purposes, (ii) surface and storm water sewers and drains, (iii) sanitary sewers, and (iv) pipe lines, their pumps and appurtenances for supplying gas, water and heat, and (v) for any municipal, public, or quasi-public utility. All utility easements as dedicated on the face of the plat shall be

kept free of all permanent structures and 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.

11. **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.

12. **Streets**

Utility easements are reserved in all platted streets for use by municipal, public, and quasi-public utilities and by 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.

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 housing pedestals or other facilities as may be appropriate or necessary for connection, servicing, and maintenance of such utility service entrance. Such housing, 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 entrance 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. All rain and storm water run-off, all other surface water, and all water accumulated shall be discharged only into the storm water sewer system or discharged into the Lake or Pounded Area, and shall not at any time be discharged or permitted to flow into the sanitary sewer system. Only rain and surface water shall be permitted to flow into the Lake or Pounded Area. 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, and no sanitary sewage shall at any time be discharged or permitted to flow into the storm water system or into the Lake or Pounded Area

15. Temporary Structure

a. No structure of a temporary character shall be used or located on any Lot or adjacent to any Lot, public street or right-of-way within the Subdivision at any time. Included, but not limited to, are barn, shed, shack, camper shell, unattached garage or other out building.

b. No structure of a temporary character shall be used as a temporary or permanent residence on any Lot, public street, or right-of-way within the Subdivision at any time. Included, but not limited to, are boat, trailer, bus, truck, recreational vehicle (RV), camper, tent, basement, garage or other out building.

16. Storage of Vehicles and Boats, etc

a. No vehicle, trailer or boat---except automobile, van, sport utility vehicle (SUV), and pick-up truck----may be parked longer than four (4) continuous days on the street or in driveways. These vehicles may not in any way advertise or indicate that they are used for commercial purposes. Recreational vehicles (RV), campers, and boats may be parked up to four (4) continuous days.

b. Commercial vehicles, included but not limited to trailer, bus, truck, dump-truck, tow-truck, cement mixer, etc., shall not be parked within the Subdivision except to carry out the business for which they are intended.

c. No vehicle, including but not limited to automobiles, vans, SUVs, pick-up trucks, trailers, boats, etc., may be parked or stored in yards. Snowmobiles, all terrain vehicles (ATV), lawn tractors, etc. must be stored in the garage. No vehicle which is inoperable shall be parked or kept on any street, driveway, or any Lot (except in the garage).

d. Also, without limitation, no automobile, van, truck, SUV or other vehicle, regardless of ownership, age, condition, or appearance, shall remain on any street or Lot in any manner (except in the garage) which could be construed as being stored, neglected abandoned or otherwise not in frequent use, except pursuant to written authorization and approval of the Architectural Review Committee.

17. Animals

a. No animals of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes. Also to comply with, but not limited to state laws as set out in IC15-2.1-21-8 et.seq and IC35-46-3-1 et.seq.

b. Dogs, cats, or other household pets may not be left outside in the owner's absence.

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

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

e. Owners are responsible for clean-up of pet excrement in common areas, as well as in owner's and neighbor's yards.

f. All animals must be leashed and accompanied by a responsible individual when in the Common Areas.

18. Refuse Disposal

a. 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. All equipment or containers 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 underground.

b. All containers for garbage and items for disposal shall not be put out for pick up sooner than 24 hours before scheduled collection. The containers shall be put away within 24 hours after collection.

c. No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street, roadway, Common Area, or Lot in this Subdivision. No outside incinerators shall be kept upon any Lot. Compost storage is subject to review by the Architectural Review Committee, after consultation with owners of adjacent lots.

19. Signs

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period.

20. 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. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells, or other sound devices, shall be located used or placed on a Lot which are audible, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

21. Pre-habitation

Before any house or building on any Lot or Building Site in the Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent owner of such Lot or Building Site shall install all improvements serving such Lot or Building Site as provided in the plans and specifications for such improvements 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.

22. Improvement Location Permit

Before any Lot or Building Site 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 zoning jurisdiction over the Subdivision, the improvement location permit and certificate of occupancy required by the Allen County, Indiana Zoning Ordinance or the ordinance of 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.

23. Bittersweet Moors Community Association

a. The owners of the Lots in Bittersweet Moors Section I & II and Bittersweet Woods shall be deemed to be and constitute an association which shall be named the "Bittersweet Moors Community Association" (hereinafter called the "Association".) The owner or owners of each Lot in the Woods and Section I and II 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 or Building Site owned by them. The Association having been incorporated as an Indiana Not-For-Profit corporation, now vests all power, authority, liability, and responsibility in that corporation, as well as all other rights, powers and duties vested in it by the law.

b. The Association shall meet not less frequently than once during every twelve month period beginning on the date that this instrument is recorded and each annual anniversary date thereafter, during which annual meeting it shall organize itself by electing a president, secretary-treasurer and such other officers and/or directors as it may choose. The Association's articles of incorporation and/or By-Laws adopted to govern its organization, meetings, members, elections, and tenure of office of its officers and directors, and such other matters that it may choose, shall contain no provision which shall attempt to deprive the Owner or Owners of any Lot or Building Site in the Subdivision of the one vote for each such Lot or Building Site owned by them, to which they are entitled. The secretary-treasurer of the Association shall give each member thereof not less than thirty (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 five (5) days written, advanced notice of the time, date, and place of such meeting to all members of the Association. The secretary-treasurer 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 ten per cent (10%) of the Lots in Section I & II and the Woods. Notice of any meeting required or authorized hereby shall 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 there over, 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, well sites, culverts, and spillway in Bittersweet Moors Section I, Bittersweet Moors Section II, and Bittersweet Woods, and any Lot areas and Blocks within and without these Subdivisions owned by the Association or subject to its control, and all structures and improvements thereon, as well as those facilities which affect the common good of the residents of these Subdivisions, including sewer, water, gas, electric street lighting, and telephone systems serving these Subdivisions in good repair and condition and to make improvements thereof, 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, Blocks and Lots within and without these Subdivisions 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 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 the Developer with the Board of County Commissioners, Allen County Indiana nor shall the acceptance of the street over the dam by Allen County, Indiana for maintenance purposes, relieve the Association of the obligation to maintain the dam itself.

24. Association Areas

- a. The area marked "Lake Bittersweet" on the Plats of Bittersweet Moors Section I and Bittersweet Moors Section II (herein after called the "Lake Area") is expressly reserved as a private lake for the sole and exclusive use and enjoyment of the owners of the Lots in Bittersweet Moors Section I, Bittersweet Moors Section II, and Bittersweet Woods and their expressly invited guests for recreational purposes. All owners of a Lot or Building Site in these Subdivisions and their expressly invited guests are granted the use and the benefit of the Lake Area and Blocks and other areas within and without these Subdivisions 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 these Subdivisions by the amendment.
- b. The Association has the right to suspend the voting rights and right to use of recreational facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction by said Owner, or the Owner's family, tenants, contract purchasers or invites of its published rules and regulations after a hearing by the

Board of Directors of the Association.

c. Access to and use of the Common Areas shall be in accordance with rules and regulations set by the Bittersweet Moors Community Association, Inc., whose rules and regulations may be changed from time to time without amendment to these covenants, except that the following rules and regulations apply:

1. Motorized vehicles and motorized boats, except tractors or other maintenance equipment, are prohibited in the Common Areas, including the Lake Area, sidewalks, and the "Blocks". Motorized boats using only electric trolling motors are permissible.
2. Pets must be leashed and accompanied by a responsible person when in the Common Areas. Pets are prohibited from the "Blocks". Owners are responsible for clean-up of excrement in the Common Areas. The Association, 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. Burying 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 and Building Sites in Bittersweet Moors Section I, and Bittersweet Moors Section II, and Bittersweet Woods in equal amounts. All such assessments for expenses shall be and constitute a lien upon each Lot and Building Site in these Subdivisions in the amount of the pro rata share of such expenses chargeable against such Lot or Building Sites as provided in this paragraph, but 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 of the areas within and without these Subdivisions under control of the Association and the structures and improvements located thereon shall constitute the basis for a lien against any Lot in these Subdivisions unless such expenditure was approved in advance of the Association contracting therefore, by the owners of not

less than 66 2/3% of the Lots and Building Sites in these Subdivisions. 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 and mowing the lawn thereon as well as painting and repairing the structures and improvements located thereon.

b. The amount so assessed against each Lot or building site in the Subdivision shall be payable by the owners thereof to the secretary-treasurer of the Association within thirty (30) days after the receipt by such owner of written notice of such assessment and each such assessment shall be and remain a lien upon the respective Lots or Building Sites against which the assessment is made until payment thereof to the secretary-treasurer. The said lien may be foreclosed in the same manner as provided by law for the foreclosure of real estate mortgages without relief from valuation and appraisal laws and with attorneys' fees and costs of foreclosure. The secretary-treasurer of the Association shall maintain a record of all such assessments and, on request, shall furnish to the owner of any Lot or Building Site in the Subdivision a certificate showing the assessment made upon his Building Site or Lot and the amount, if any, of such assessment remaining unpaid, and such certificate shall be relied upon by the owner of such Lot or Building Site and any prospective purchaser or mortgagee in purchasing or accepting a mortgage upon such Building Site or 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 ten (10) years from the date that these covenants and restrictions are recorded unless sooner altered or amended in whole or in part in the manner provided for in Section 26 hereof. After the said initial 10-year term, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument¹⁴ signed and acknowledged by the then owners of not less than 51% 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.

27. Amendment

Within ten (10) years after the date on which these covenants and restrictions are recorded, they may be amended from time to time and at any time, but only by an instrument signed and acknowledged by the then owners of not less than seventy-five (75) percent of the Lots in the Subdivision setting out in what respect these covenants and restrictions are to be amended and recorded in the Office of the

Recorder of Allen County, Indiana.

28. Enforcement

In addition to the remedies provided for in Section 24b, the Association, the Allen County Plan Commission, and any Owner shall have the right to enforce by any proceeding at law or in equity, including seeking injunctive relief, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. The Board of Directors shall have the discretion to implement a schedule and procedure for the imposition of reasonable fines for the violation(s) of these covenants. Failure by the Association, the Developer, the Allen County Plan Commission, 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. Costs and Attorney's Fees

In the event the Association, the Allen County Plan Commission, and/or any Owner substantially prevails in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, assessment or charge now or subsequently imposed by the provisions of these Covenants, they shall be entitled to recover from the party against whom the proceeding was brought, the reasonably incurred attorney fees and related costs and expenses incurred in such proceeding.

30. 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.

31. Streets

All Streets and street lights in said Subdivision shall be dedicated to the public for their usual intended purpose.

32. Off-Street Parking

The Owner of Lots 59, 60, 61, 62, and 63 shall provide a minimum of 864 feet of driveway surface on his Lot. The purpose of this covenant is to require the provision of off street parking surface (including garage) for eight (8) automobiles.