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ALLEN COUNTY RECORDER
FORT WAYNE, IN

AMENDED AND RESTATED DEDICATION OF EASEMENTS
AND PROTECTIVE COVENANTS,
RESTRICTIONS AND LIMITATIONS FOR THE DELLS OF BITTERSWEET SECTION I
THROUGH SECTION IV

Cross Reference to: 85-025850, 85-036819, 86-055782, 86-055783, 87-046456, 89-019784

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

The undersigned, representing at least two-thirds (2/3rds) of the Owners of the Lots in each Section of The Dells of Bittersweet, a Subdivision in the Southeast Quarter of Section 28, Township 30 North, Range 11 East, Allen County, Indiana, as set forth in the following Plats: The Dells of Bittersweet – Section I, recorded as Documents Number 85-25850 in Book 47, Page 19, The Dells of Bittersweet – Section II, recorded as Documents Number 85-36519 in Book 47, Pages 58-62, The Dells of Bittersweet – Section III, recorded as Documents Number 86-055782 in Book 48, Pages 146-150, and The Dells of Bittersweet – Section IV, recorded as Documents Number 87-46456 in Plat Cabinet A, Page 30, 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 the Dells of Bittersweet Section I through Section IV, 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. These Covenants shall apply to all Owners, as a member 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 Dedication of Easements and Protect Covenants, Restrictions and Limitations for The Dells of Bittersweet Sections I through IV recorded under the document numbers referenced above and the Amendments to the Protective Covenants, Restrictions, and Limitations for the Dells of Bittersweet, Sections I, II, III, and IV, recorded with the Allen County Recorder's Office as Document Number 89-019784;

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 The Dells of Bittersweet Sections I through IV 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 Liaison" shall mean a professional architect or a 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 Dells of Bittersweet Community Association, Inc., an Indiana not-for-profit corporation, its successors and assigns, formed as the unified Association for all Sections of The Dells of Bittersweet Subdivision.

Section 1.04. "Board" shall mean the Board of Directors of The Dells of Bittersweet Community Association, Inc.

Section 1.05. "Bylaws" shall mean the Bylaws initially adopted by The Dells of Bittersweet 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 Plat for the common use and enjoyment of the Owners.

Section 1.07. "Covenants" shall mean this Amended and Restated Dedication of Easements and Protective Covenants, Restrictions and Limitations for The Dells of Bittersweet Section I through Section IV.

Section 1.08. "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 Plat.

Section 1.09. "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 1.10. "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 1.11. "Plan Commission" shall refer to, collectively, the Allen County Plan Commission, the agency that initially approved the Plat, the Fort Wayne Plan Commission, the agency exercising jurisdiction over the Plat since the area was annexed by the City of Fort Wayne, and any successor agency.

Section 1.12. "Plat" shall collectively mean the originally recorded plats of The Dells of Bittersweet – Section I, recorded as Documents Number 85-25850 in Book 47, Page 19, The Dells of Bittersweet – Section II, recorded as Documents Number 85-36519 in Book 47, Pages 58-62, The Dells of Bittersweet – Section III, recorded as Documents Number 86-055782 in Book 48, Pages 146-150, and The Dells of Bittersweet – Section IV, recorded as Documents Number 87-46456 in Plat Cabinet A, Page 30, all in the Office of the Recorder of Allen County, Indiana. The plats for Sections I through IV may also be referred to collectively as "Dells of Bittersweet." The term "Plat" is synonymous with, and shall be used interchangeably with, the term "Subdivision" as used in these Covenants.

Section 1.13. "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 Plat.

Section 1.14. "Recreational Facilities" shall mean and refer to the swimming pool and clubhouse located at 11212 Dell Loch Way, Fort Wayne, Indiana 46814.

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 garage and any appurtenances.

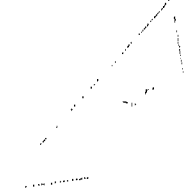
Section 1.16. "Restrictions" shall mean and refer to the limitations imposed on the Lots and the Owner thereof by these Covenants.

Section 1.17. "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, subject to the following provisions:

- (a) When the Common Area is fully accessible through public rights-of-way, streets and walks as shown on the Plat, then the Common Area shall be accessed only through such public rights-of-way, streets or walks unless permission to cross a Lot has been obtained in advance from the Owner.
- (b) When the Common Area is not fully accessible through public rights-of-way, streets and walks as shown on the Plat, then the Owners collectively grant the Association and its approved contractors and representatives a limited right to cross one or more Lots in order to reach the Common Area. It is within the discretion of the Board or its duly appointed delegates to make the determination as to whether the Common Area is fully accessible through a public right-of-way and to determine the best route to use to access the Common Area. 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.
- (c) The right of the Association to suspend the voting rights and right to use any or all of the Association's Recreational Facilities by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid, or for any period during which the violation of any provision of these Covenants remains unresolved.
- (d) The right of the Association to suspend the right to use any or all of the Association's Recreational Facilities by the members of an Owner's



family or contract purchasers who reside on the Property for any period during which any Assessment against the Owner's Lot remains unpaid, or for any period during which the violation of any provision of these Covenants remains unresolved.

- (e) The Association shall possess an affirmative right to dedicate or transfer all or any part of the Common Area, including the Recreational Facilities, 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.
- (f) The Association shall possess an affirmative right to expand the Association's Common Area if property adjacent to the Subdivision comes into the possession of the Association upon affirmative vote of the Board.

Section 2.02. *Delegation of Use.* Any Owner may delegate in accordance with the Bylaws, his or her right of enjoyment to the Common Area and Recreational Facilities to others who reside on the Lot, such as the members of his or her family or contract purchasers who reside on the Property. The right of the Association to suspend the right to use any or all of the Association's Recreational Facilities as set forth in provision 2.01(c) and 2.01(d) above shall apply equally to all other persons who reside on the Lot.

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 Recreational Facilities and Common Areas in the Subdivision, including Common Area lawns, sidewalks, parking areas, recreational facilities, dams and culverts. Such responsibility shall include the cutting of grass and weeds, general facility maintenance and the maintenance of Common Area walkways and bridges. 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 Association 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 the Association 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 IC 32-28-14-1, as may be amended, or as defined in subsequent law if IC 32-28-14-1

has been repealed, including snow removal on the public streets within the Subdivision and any uses set forth in Section 5.05 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 is necessary, 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 to become effective.

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 on or before March 1 of each year. 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 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 IC 32-28-14-1, *et seq.*, or, if IC 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 March 1 of the year that it is due, a late charge of \$5.00 will be added to the Assessment for each fifteen (15) days that the Assessment remains unpaid.
- (h) The Board of Directors of the Association, 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. *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 of the Association. 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 5.05. 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 and Recreational Facilities. 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 5.06 below) will be required.

Section 5.06. 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 a majority vote of all of the Owners. 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. An special assessment, like all

Assessments, is subject to the payment, lien, personal obligation, and collection provisions of this Article V.

Section 5.07. *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 5.08. *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, home addition, or other structure permitted by these Covenants shall be constructed, placed or altered on any Lot until the plans and specifications therefore, including a plot plan showing the location of the proposed construction or alteration, elevation views and placement on the Lot have been submitted and approved by the Board. In addition, the design and materials to be used must be submitted to and approved by the Board. No construction or alteration of any structure in the Subdivision may be commenced until such construction or alteration has first been approved in writing by the Board through the Architectural Review Liaison. Construction plans will be considered by the Board upon submission to the Architectural Review Liaison of appropriate documentation with respect to quality of workmanship and materials, harmony of external design with existing structures in the Subdivision, general appearance, and the location of the proposed construction in relation to neighboring properties, lakes, ponds and topography. All construction must comply with finished grade elevations established by the Board and with all applicable Covenant provisions. Construction plans should also generally comply with the neighborhood's open space philosophy in which open natural areas and woodlands are encouraged.

Section 6.02. *Approval/Disapproval of Plans.* The Board 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 thirty (30) days after the plans and specifications and plot plan have been submitted to it shall serve as a waiver of plan denial. 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 Liaison.

Section 6.04 Building Location. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the Plat. In no event shall a building be located nearer than 10% of the width of the Lot or building site to a side lot line, nor shall the aggregate width of both side yards be less than 25% of the width of the Lot or building site, nor shall any building be located nearer than twenty-five (25) feet to the rear lot line where no rear building set-back line is shown on the Plat.

Section 6.05. Dwelling Size. 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 in accordance with the provisions of Article VI.

Section 6.06. Exterior Finish. The exterior finish for the walls of all building structures situated the Subdivision shall be composed of natural material, such as stone, brick or cedar, or of high-quality material that closely replicates these natural materials, such as fiber cement siding, as approved by the Board. Vinyl, aluminum and similar materials shall not be considered to be natural material and shall not be used on any exterior finish. Any paint or stain color used on the exterior of Residences shall generally be neutral in tone in keeping with other homes in the Subdivision.

Section 6.07. 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. Other roofing material of high-quality material that closely replicates asphalt shingles may be used if first approved by the Board. 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 6.08. Lots Along Homestead Road.

- (a) Lots 70, 71, 72, 73, 74, 75, and 76 of the Subdivision abut Homestead Road.
- (b) To ensure that the Subdivision has a consistent and uniform appearance along Homestead Road, the Owners of each Lot along Homestead Road will be responsible for maintaining the pine trees on the portion of their Lot that abuts Homestead Road. If one of these pine trees dies or needs to be removed, the Owner shall replace the tree with a similar species of pine tree. The Association may, at the Board's discretion, contribute to the maintenance, removal, and/or replacement of any of these pine trees.

Section 6.09. Lots Located at the Subdivision Entrances.

- (a) Lots 1, 26, 74, and 75 are located at the entrances for the Subdivision.
- (b) To ensure that the entrances to the Subdivision have a consistent and uniform appearance, it is the responsibility of the owners of Lots 1, 26, 74, and 75 to maintain the area of their Lot that contains or adjoins the entrance signs for the Subdivision in a manner similar to the upkeep and maintenance of the rest of the Subdivision and consistent with Section 7.23 of the Covenants. The Association may, at the Board's discretion, contribute to the maintenance and upkeep of the portions of Lots 1, 26, 74, and 75 that contain or adjoin the entrance signs.

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. Temporary Structures and Out-Building. No structure of a temporary character (including but not limited to trailers, tents, temporary storage units, pods, etc.) and no out-building, pole barn, greenhouse, shack, shed, unattached garage, or other structure not connected to the Residence shall be used or maintained on any Lot at any time as a Residence, either temporarily or permanently; nor shall any building be moved into or upon any Lot for such purpose.

Section 7.03. Subdivision of Lots. No Lot may be subdivided for any reason unless first approved by both the Board of the Association 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 except dogs, cats and other household pets may be kept, provided that they are not kept, raised or bred for commercial purposes. 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. An effective underground fencing system must be implemented to keep dogs and other owned animals upon the Owner's Property. 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 7.08, 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.
- (b) Signs promoting involvement in youth extra-curricular activities. However, any such sign must be made out of wood or similar material and located within ten feet (10') of the Residence.
- (c) In accordance with Indiana Code Section 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(b) 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. No signs may be posted in the Common Area without the express permission of the Board. No advertisements for businesses, including contractors currently performing work on a home, may be posted anywhere within the Subdivision. 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. Pond Banks. No alternation, including but not limited to, the installation of steps, retaining walls, piers, and docks, shall be made to any pond bank without prior approval from the Board.

Section 7.09. *Fencing and Walls.* Except for the fence around the pool associated with the Recreational Facilities, no fence or wall shall be erected or built on any Lot. Further, outside pet houses, pens for pets, or runs for pets are not allowed on any Lots.

Section 7.10. *Storage Tanks.* All fuel storage tanks shall either be placed underground or concealed within the house or garage.

Section 7.11. *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 7.12. *Hunting and Shooting.* No hunting or shooting of any kind shall be allowed in the Subdivision.

Section 7.13. *Fishing and Boating.* Owners and invited guests are permitted to use Common areas to fish next to and upon lakes and ponds located within the Subdivision. All fishing activity shall be confined to Common Areas of the Association, and those engaged in fishing shall not enter upon the private property of other Owners without the Owner's express permission. Paddle boats, canoes and kayaks are permitted to be used on Association lakes and ponds. No fishing boats shall be permitted on any other lake or pond, and no gasoline-powered motor or similar outboard device will be permitted to be used on any lake or pond.

Section 7.14. *Storage of Equipment, Vehicles and Watercraft.* No boat, motor home, recreational vehicle, camping trailer or other trailer, commercial truck or other equipment or machinery of any kind shall be kept within public view on any Lot, or on any street within the Subdivision, for more than three (3) consecutive days, and for no more than six (6) days per month. No truck other than a light pick up or panel type shall be in exposed view on a Lot, except for vehicles making deliveries to the Lot.

Section 7.15. *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.

Section 7.16. Driveways. All driveways shall be hard-surfaced and constructed of poured concrete. Newly-poured driveways may be stamped, colored or stained if approved in advance by the Board. There shall be no driveway access to Homestead Road. All driveway access shall be to interior Subdivision streets.

Section 7.17. Vehicle Parking. To the extent possible, vehicles should be parked on driveways and not on the streets within the Subdivision. Under no circumstances should vehicles be parked on lawns. In addition, no vehicles should be parked for extended periods of time along the Subdivision's primary through-street (Dell Loch Way) in any manner that obscures the vision of drivers or that otherwise poses a hazard to travel. Owners are responsible for informing their residents, guests, tenants, and contractors about this safety requirement. 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 7.18. Burning of Materials. The burning of papers, grass 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 7.19. Antennas and Satellite Dish Receivers. No aerial radio or television antenna shall be permitted in the Subdivision, whether such antenna is attached to a Residence or is free-standing. Further, no Owner shall install or permit the installation of a Small Cell VZW on his or her Lot. Small satellite dish receivers having a diameter of twenty (20) 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.

Section 7.20. Private Swimming Pools. In-ground and above-ground outside swimming pools are prohibited except for the pool associated with the Recreational Facilities that is commonly owned by the Association.

Section 7.21. 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 Area walkways, 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 7.22. 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 7.23. 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 beds, 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 Association 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 7.23. 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 7.24. Sidewalks.

- (a) There are three (3) types of sidewalks throughout the Subdivision. There are concrete sidewalks installed in the public right-of-way located in the front yard of Lots 48, 49, 50, 51, 52, 56, 65, 66, 69, 74, 86, 87, 88, 90, 91, 92, and 93 in the Subdivision. There are also concrete sidewalks installed completely within the Common Area. In addition there are sidewalks located in the back of and/or on the side of Lots 19, 20, 21, 22, 24, 26, 45, 46, 67, 78, 79, 80, 81, 82, 83, and 91.
- (b) All sidewalks within the Association shall be kept clear of all obstacles (including impingement of trees, tree limbs, shrubs, personal property and other obstacles). It is the responsibility of the Owner of the Lot on which the sidewalks is located to ensure that the applicable portion of the sidewalk is clear of all obstacles. All sidewalks located in the public right-of-way shall be kept clear of snow and ice within a reasonable time after the sidewalk becomes snow or ice covered. It is the responsibility of the Owner of the Lot on which the sidewalks is located to ensure that it is kept clear of snow and ice.
- (c) The Association shall make its best efforts to maintain and repair, if necessary, the sidewalks within the Common Area and located in the back of and/or on the side of Lots 19, 20, 21, 22, 24, 45, 46, 67, 78, 79, 80, 81, 82, 83, and 91. The Association shall make its best efforts to work with the City of Fort Wayne to maintain and repair, if necessary, the sidewalks within the public right-of-way.

Section 7.25. 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. No permanent dwelling shall be construed on the following Lots below the elevations indicated here and on the Plat:

Lots 11 through 15	802.0' Mean Sea Level
Lot 17	781.0' Mean Sea Level
Lot 28	772.0' Mean Sea Level
Lot 29	779.0' Mean Sea Level
Lot 20 through 36	780.0' Mean Sea Level
Lot 43 through 45	781.0' Mean Sea Level
Lots 48 through 52	781.0' Mean Sea Level
Lots 54 and 55	787.2' Mean Sea Level
Lots 60 and 61	780.0' Mean Sea Level
Lots 69 through 72	810.0' Mean Sea Level
Lots 82 through 85	780.0' Mean Sea Level
Lots 90 through 93	810.0' Mean Sea Level

Section 7.26. Violation of Association Covenants or Bylaws. In the event that an Owner, with actual or implied knowledge, violates the Association's Covenants or Bylaws, the Board of the Association has the right, after providing notice, to levy a fine of up to \$75 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 fourteen (14) 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 9.02. Should the Owner fail or refuse to pay any fine within thirty (30) days of receiving notice of the fine, then the fees and interest charges set forth in Article V above will apply.

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 transition of the Subdivision caused by using or occupying the Lots for solely 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, except as set forth in Section 8.03 below.

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 sixty (60) 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 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 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 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 Association. The Owners of the Association may overturn a denial of upon a majority vote. The decision of the Owners 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 Board, within its sole discretion, 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 twelve (12) 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.

ARTICLE IX. EASEMENTS, UTILITIES AND OTHER INFRASTRUCTURES

Section 9.01. Access Easement. Bittersweet Dells Court and the drive between Lots 84 and 86 in this addition are access and utility easements in the Common Area. The roadways over these easements shall be maintained by the Association.

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 Section 9.03 below, 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 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. Sewer System. Sewers on Lots in the Subdivision shall be connected to the sanitary sewage system according to the plans and specifications on file with the Plan Commission.

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.

Section 9.09. *Storm Water Detention Basin.*

- (a) The Association and 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 their outlet and water level control structures. Said basin is located on real estate described in certain Contract for Conditional Sale of Real Estate recorded on 6-21-85 and bearing document number 85-15897, as recorded in the Office of the Recorder of Allen County, Indiana.
- (b) The storm water drainage system has been granted for the use and benefit of the Lots in the Subdivision, the costs of which shall be borne by all of the Owners and subsequent Owners of the Lots in the Subdivision.

ARTICLE X. GENERAL PROVISIONS

Section 10.01. *Duration and Alteration.*

- (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) two-thirds (2/3rds) 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. 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 IC 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.

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IN WITNESS WHEREOF, the undersigned Officers of ~~Lake Pointe Homeowners Association, Inc.~~ ^{Dells of Bittersweet} have set their hands and seals this 3rd day of November, 2016.
~~Community Association, Inc.~~

~~LAKE POINTE HOMEOWNERS, ASSOCIATION, INC.~~ ^{Dells of Bittersweet Community Association, Inc.}

By: Ron Bonar
President, Ron Bonar

Attest: Cathie L. Cicchiello
Secretary, Cathie Cicchiello

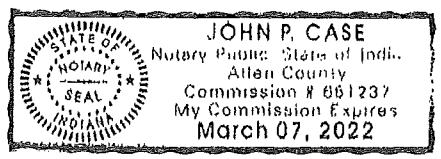
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Subscribed and sworn to before me, the undersigned Notary Public in and for said County and State this 3rd day of November, 2016 personal appeared Ron Bonar and Cathie Cicchiello, the President and Secretary respectfully of the Dells of Bittersweet 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 3rd day of November, 2016.

My Commission Expires:
3/7/22

John Case
John Case, Notary Public
Resident of Allen County, Indiana



Certificate of Adoption

The undersigned Vice-President and Treasurer of the Board of Directors of the Dells of Bittersweet Community Association, Inc. hereby certifies that the above Amended and Restated Dedication of Easements and Protective Covenants, Restriction and Limitations for the Dells of Bittersweet Section I through Section IV were duly adopted by written instrument signed and acknowledged by not less than sixty-six percent (66%) of the Owners of Lots in the Dells of Bittersweet as shown by the following acknowledgments.

Dated: 1/5/17

DELLS OF BITTERSWEET COMMUNITY ASSOCIATION, INC.

By: [Signature]
Vice-President, Board of Directors

Printed Name: Bradley D. Schultz

By: Paul Grandlienard, Treas.
Treasurer, Board of Directors

Printed Name: Paul J. Grandlienard

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of JANUARY, 2017, personally appeared Bradley D. Schultz, the Vice-President of the Dells of Bittersweet Community Association, Inc. and Paul J. Grandlienard, the Treasurer of the Dells of Bittersweet Community Association, Inc. The above signatures were executed by said individuals as a free act and deed in my presence on this date.

My Commission Expires:
3-7-22

[Signature]

Resident of Allen County, Indiana



This instrument was prepared by Brian C. Heck, Attorney at law. Attorney No. 22389-02.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Brian C. Heck*

Return to: Brian C. Heck, Beckman Lawson, LLP, 201 W. Wayne Street, Fort Wayne, IN 46802.

AMENDED AND RESTATED DEDICATION OF EASEMENTS
AND PROTECTIVE COVENANTS,
RESTRICTIONS AND LIMITATIONS FOR THE DELLS OF BITTERSWEET SECTION I
THROUGH SECTION IV

Cross Reference to: 85-025850, 85-036819, 86-055782, 86-055783, 87-046456, 89-019784

Approval of Plan Commission on following page(s).

FORT WAYNE PLAN COMMISSION • FINDINGS OF FACT

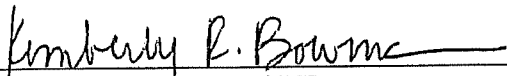
Amendment to Restrictive Covenants – Dells of Bittersweet, Sections I through IV

APPLICANT: Dells of Bittersweet Community Association, Inc.
REQUEST: To amend the restrictive covenants to create a uniform document for four different sections of the subdivision.
LOCATION: The site lies on the west side of the 6600 through 7100 blocks of Homestead Road. (Section 28 of Aboite Township).
PRESENT ZONING: R1/Single Family Residential

The Plan Commission finds that the proposed amendment to the restrictive covenants for Dells of Bittersweet, Sections I through IV, is not in conflict with the Fort Wayne Zoning Ordinance or Subdivision Control Ordinance.

The requisite number of property owners within the development have signed the petition.

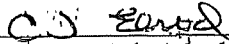
These findings approved by the Fort Wayne Plan Commission on January 23, 2017.



Kimberly R. Bowman, AICP
Secretary to the Commission

Subscribed and sworn to before me, a Notary Public, said Kimberly R. Bowman this

23RD day of JANUARY, 2017.



Cathy Elrod, Notary Public
Resident of Allen County, Indiana

My Commission Expires: MAY 27, 2024

Prepared by: Michelle Wood, Department of Planning Services
Pursuant to IC 36-2-11-15(d): I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Michelle Wood