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ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

Plat Cab G Page 137

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS OF THE PLAT OF BRISTOE, SECTION II A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

Bristoe, LLC, an Indiana limited liability company, by Mark A. Heller, its Operating Member, hereby declares that it is the Owner of the approximate 11.750 acres of real estate shown and described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference. The Subdivision shall be known and designated as Bristoe, a Subdivision in Aboite Township, Allen County, Indiana.

Lots 32-60 shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in Bristoe, Section II 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 land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes

JUN 30 2016

PREFACE

Bristoe is a tract of real estate, which is currently planned to be subdivided into 60 residential lots, numbered 1-60. Each owner of a lot in Bristoe will become a member of said Association and shall be bound by its Articles of Incorporation and Bylaws.

Section 1. **DEFINITIONS.** The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

1.1 **"Additional Property".** Such additional real estate as Developer shall declare to be subject to the provisions hereof by duly recorded declarations.

1.2 **"Articles".** The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.

1.3 **"Association".** Bristoe Homeowner's Association, Inc., an Indiana non-profit corporation, and its successors and assigns.

1.4 **"Board of Directors".** The duly elected board of directors of the Association.

1.5 **"Bylaws".** The bylaws adopted by Bristoe Homeowner's Association, Inc., and all amendments to those bylaws.

1.6 **"Committee".** The Architectural Control Committee established under Section 5 of these covenants.

1.7 **"Common Area".** All real property owned by the Association for the common use and enjoyment of Owners. Common Area is designated on the plat.

1.8 "Covenants". This document and the restrictions, limitations, easements, and covenants imposed under it.

1.9 "Developer". Bristoe, LLC, an Indiana limited liability company, and its successors in interest and any person, firm or corporation designated by it or its successors.

1.10 "Lot", and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 50 feet in width at the established front building line as shown on the Plat.

1.11 "Owner", and in the plural form, "Owners". The record owner(s) whether one or more persons or entities of fee simple title to the Lots, including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.12 "Plan Commission". The City of Fort Wayne Plan Commission, or its successor agency.

1.13 "Plat". The recorded plat of Bristoe.

1.14 "Subdivision". The platted Subdivision of Bristoe.

Section 2. PROPERTY RIGHTS.

2.1 "Owners" Easements of Enjoyment". Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant to and passes with the title to every Lot, subject to the following rights which are granted to the Association:

2.1.1 To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area.

2.1.2 To suspend the voting rights and right to the use of the recreational facilities in the Common Area for any period during which any assessment against the Owner's Lot remains unpaid, or an Owner is in violation of the Covenants, the Articles, the Bylaws, or any published rule of the Association.

2.1.3 To dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and recreational facilities in it, to members of the Owner's family and tenants or contract purchasers who reside on the Owner's Lot.

Section 3. MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Classes. The Association shall have the following two classes of voting membership.

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

3.2.2 Class B. Class B membership consists of Developer. The Class B member shall be entitled to a number of votes which Class A members are entitled to exercise plus one additional vote (thereby giving the Class B members control) until such time as Developer no longer owns Lots within the Bristoe Subdivision and any annexed properties as described below or December 31, 2022, whichever shall occur first. In the event Developer sells all Lots within Bristoe and subsequently annexes additional lands, Developer shall, at that time, receive a number of votes necessary to maintain control pursuant to the formula set forth herein.

Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS.

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments to be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivision, and for the improvements of facilities in the Subdivision. In addition, assessments shall be levied to provide for the proportionate burden of maintenance of the common retention basin into which the Subdivision's surface waters drain as shown on the Plat.

4.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the Maximum annual assessment shall be Two Hundred Thirty-Five Dollars ($235.00) per Lot. Subsequent assessments may be made as follows:

4.3.1 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased each year by the Board of Directors, by a percentage

not more than ten (10%) above the annual assessment for the previous year, without a majority vote of the Association.

4.3.2 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased by a percentage in excess of ten (10%), only by the vote or written assent of a majority of each class of members of the Association.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in section 4.3, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction, or repair or replacement of an existing capital improvement, in the Common Area, including fixtures and related personal property, provided that any such assessment require the vote or written assent of two-thirds (2/3) of each class of members of the Association; and provided, further, that no such special assessment for any such purpose shall be made if the assessment in any way jeopardizes or affects the Association's ability to improve and maintain its Common Area, or pay its pro rata share of the cost of maintaining the common retention basin shown on the Plat.

4.5 Notice and Quorum for any Action Authorized Under Subsections 4.3 and 4.4. Any action authorized under sections 4.3.2 and 4.4 shall be taken at a meeting of the Association called for that purpose, written notice of which shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. If the proposed action is favored by the majority of the votes cast at such meeting, but such vote is less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the association within 30 days of the date of such meeting.

4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis as the Board may determine.

4.7 Date of Commencement of Annual Assessment/Due Dates. The annual assessments allowed under section 4.3 shall commence as to all Lots then subject to an assessment, on the first day of the month following the recording of these Covenants, excepting any Lot owned by the Developer for which no assessment shall be due. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix in advance the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

4.8 Effect of Nonpayment of Assessments/Remedies of the Association.

4.8.1 Any assessment not paid within 30 days after its due date shall bear simple interest from the due date at the rate of eighteen percent (18%) per annum. At its discretion, the Association, through its Board of Directors, may also levy a late fee of ten percent (10%) of the amount due if an assessment is not paid with forty-five (45) days of its due date.

4.8.2 The Association may bring an action at law against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape

liability for the assessments made under the Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent assessments may be foreclosed in Indiana. The Association shall also be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this Section 4.

4.9 Subordination of Assessment Lien to Mortgages. The lien of the assessments made under the covenants shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

Section 5. ARCHITECTURAL CONTROL

5.1 No building, improvement, construction, hot tub or spa, play equipment, fence, wall, in-ground swimming pool, or other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition, change or alteration be made to a structure until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Committee in writing as to the structure's harmony of external design and location in relation to surrounding structures and topography in the Subdivision. The Committee shall be composed of three (3) members. However, until such time as Developer assigns its rights to control the Committee or until such time as the Board succeeds to the Committee pursuant to Paragraph 5.3 below, the Developer or another designee of Developer shall be the sole member of the Committee. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. All single family residential homes will be constructed with a portion of the total surface area of the front exterior consisting of natural materials; example: wood, brick or stone.

5.2 The Developer shall have the exclusive authority and responsibility to review plans for construction of all primary residences in the Subdivision, regardless of any assignment of other rights to the Committee. The Committee may delegate to the Board of Directors (or to such other entity designated in the Articles or Bylaws) the authority and responsibility to review plans for construction of fences and other structures (excluding primary dwellings) in the Subdivision. Such delegation shall be made in writing, signed by a majority of the Committee's members, and delivered or mailed to the Association's registered office.

5.3 After primary residences are constructed on all Lots in the Subdivision, the Board of Directors (or other entity designated under its Articles or Bylaws) shall succeed to the Developer's responsibilities under this section 5 to review subsequent construction, modifications and additions of improvements and structures in the Subdivision.

5.4 In the event the Committee (or Board of Directors or other entity acting under sections 5.2 or 5.3), fails to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted, approval will not be required, and approval under this section 5 will be deemed to have been given.

Section 6. GENERAL PROVISIONS

6.1 Use and Maintenance. Lots may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence not to exceed two and one-half stories in height. Each residence shall include not less than a two-car garage, which shall be built as part of the residence and attached to it. 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 Control Committee. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to enter upon any Lot to make any necessary repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and each Owner further agrees to reimburse the Association for any expenses actually incurred in carrying out the foregoing.

6.2 Dwelling Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 1,300 square feet for a one-story residence, or less than 900 square feet on a residence that has more than one-story, provided that the combined total living area (excluding the garage, breezeway or any porch) square footage of the first and second floors of the residence is greater than 1,800 square feet.

6.3 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 use 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: (a) 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; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; (e) no delivery of goods intended for sale, resale, distribution or otherwise of a commercial nature; and (f) no meeting(s) held in the Dwelling Unit of a commercial or business nature which is attended by employees, independent contractors or other individuals receiving or expecting to receive compensation from the sale of goods or services. Notwithstanding the foregoing, in no event shall a barber shop, 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. Dwelling Units must be in compliance with all governmental ordinances with respect to home occupations.

6.4 Building Lines. No residence or other improvement or structure shall be located on a Lot nearer to the Lot lines, than the minimum building setback lines shown on the Plat. In addition, no building shall be located nearer than five (5) to an interior Lot line; provided however the aggregate of both side yards shall be a minimum of twelve (12) feet. Rear yard setback shall be twenty-five (25) feet.

6.5 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 50 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 6,250 square feet.

6.6 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear twenty (20) feet of each Lot. No Owner of a Lot

shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use, or permit the use of, overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 100 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

No lights, shrubbery, trees, buildings, storage sheds, swimming pools, basketball courts or tennis courts or other playground equipment, signs, or other obstructions are permitted within the easement area; provided, however, the Developer shall be entitled to place a privacy fence at the rear of Lots 22-31 for screening purposes, which fencing shall be deemed part of the conveyance of such Lots and all future repair and maintenance of the fence shall be the responsibility of the Owners of such Lots.

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

6.8 Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to residents in the Subdivision.

6.9 Structures. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed, erected, located, or used on any Lot for any purpose (including use as a residence), either temporarily or permanently.

6.10 Outside Storage. No boat, boat trailer, recreational vehicle, commercial van or other vehicle used for commercial purposes and containing logos or advertising on the exterior, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on a Lot or in the street for periods in excess of 48 hours, or for a period of which is in the aggregate is in excess of 8 days per calendar year. The term "truck" as used in this section 6.9 means every motor-vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more.

6.11 Free Standing Poles. No clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, shall be constructed, erected, or located or used on a Lot, excepting a basketball pole, and flag pole which shall require a plan to be submitted, reviewed and approved by the Architectural Control Committee prior to installation.

6.12 Pools. No aboveground pool temporary or permanent which requires a filtration system or other aboveground pool which is more than six (6) feet in diameter and eighteen (18) inches deep shall be placed or maintained on any Lot. Any aboveground pool which is less than six (6) feet in diameter and 18 inches deep must be drained and stored in the garage after its daily use. No inground swimming pool, hot tub or spa, or any fence proposed to contain said pool, hot tub or spa, may be placed or maintained on any Lot without the prior written approval of the Committee and shall be subject to the pertinent portions of the applicable zoning ordinance. Any Owner of a Lot containing a swimming pool, hot tub or spa must cover said swimming pool, hot tub or spa with a cover that, at a minimum, will meet or exceed any fencing required under the pertinent portions of the applicable zoning ordinance. Approval must be granted by the Appropriate Zoning Authority and the Committee before construction can start.

6.13 Signs. No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet, advertising a Lot for sale or rent, or signs used by a builder to advertise a Lot during the construction and sales periods.

6.14 Antennas. No radio or television antenna with more than 2 feet in diameter, or that attains a height in excess of 6 feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna, or satellite receiving disk or dish shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on the Lot.

6.15 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in a Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained or permitted on a Lot.

6.16 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

6.17 Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot.

6.18 Workmanship. All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot.

6.19 Landscaping. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the residence, whichever occurs first. Each Owner shall plant a minimum of six (6) trees of a minimum caliper of 1 1/2 inches and height proportionate with species and caliper and/or shrubs of a two gallon pot size or larger in the front yard on Owner=s Lot.

6.20 Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width.

6.21 Outdoor Lighting. Each Lot shall contain an outdoor yard light on a pole or other improvement approved by the Developer or Committee.

6.22 Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on a Lot in the Subdivision.

6.23 Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the owners of the Real Estate and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

6.24 Storm Water Runoff. No rain and storm water runoff or such things as roof water, street, pavement and surface water caused by natural precipitation, shall at any time be discharged or permitted to flow into the sanitary sewage system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water runoff sewer systems. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

6.25 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot only, and Developer is responsible for any external utility infrastructure development to the lot boundary, as shown on the approved plans and specifications for the subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

6.26 Certificate of Occupancy. Before a Lot may be used or occupied, such user or occupier shall first obtain from the City of Fort Wayne Zoning Administrator the improvement location permit and certificate of occupancy required by the City of Fort Wayne Zoning Ordinance.

6.27 Enforcement. The Association, the Allen County or Fort Wayne Zoning Administrator, Developer and Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these covenants. Failure by the Association, Developer or Owner to enforce any provisions in the covenants shall in no event be deemed a waiver of the right to do so later.

6.28 Invalidation. Invalidation of any one of these Covenants judgment or court order shall not affect any other provisions, and such provisions shall remain in full force and effect.

6.29 Duration of Covenants. These Covenants shall run with the land and be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of 10 years.

6.30 Amendments. Any provision of the Covenants may be amended, but such amendment is subject to the following requirements and limitations:

6.30.1 Until primary residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued by the Plan Commission for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by Developer and by the Owners of at least seventy-five percent (75%) of the Lots in Bristoe Subdivision or any annexed lands. For purposes of this section 6.27.1, the term "Owner" shall have the same meaning with respect to lots in such future sections, as the term "Owner" is defined in section 1.10.

6.30.2 After primary residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, Developer's signature shall no longer be required in order to amend provisions of these Covenants.

6.30.3 Notwithstanding the provisions of section 6.29, Developer and its successors and assigns shall have the exclusive right for a period of two (2) years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions without approval of any Owners.

6.30 Subdivision. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been ordained from the Plan Commission; except, however, the Developer and its successors or assigns shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitations imposed under section 6.5.

Section 7. Attorney Fees and Related Expenses. In the event the Association, Developer, an Owner, or the Plan Commission is successful in any proceeding, whether at law or in equity, brought to enforce any restrictions, covenant, limitation, easement, condition, reservation, lien, or charge new or subsequently imposed by the provisions of these Covenants, the Association, Developer, Owner or Plan Commission shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 8. Sidewalks. Plans and specifications for the Subdivision approved by and on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of all Lots as shown on the approved plans. Installation of such sidewalks shall be the obligation of the Owners of those Lots (exclusive of Developer). The sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. A violation of this Covenant is enforceable by the Plan Commission or its successor agency, by specific performance or other appropriate legal or equitable remedy. Should a certificate of occupancy be issued to Developer for a Lot on which a sidewalk must be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant with respect to that Lot.

Section 9. Fencing. Fencing shall be permitted so long as it is split rail (two rails high) or a picket fence, neither of which shall exceed four (4) feet in height and shall only be placed around the rear yard, and shall not extend past the rear edge of the home. A privacy fence not to exceed six (6) feet in height may be installed around a patio area. All fencing must be approved by the Architectural Control Committee. In the event a pool or hot tub is installed on any Lot, a five (5) foot safety fence, if required by law or ordinance, may be installed with the approval of the Architectural Control Committee. Electronic underground fencing intended to protect pets from leaving the yard shall be installed only in the rear of the Lot as approved by the Architectural Control Committee.

Section 10. **Grievance Resolution.** Any dispute any Owners, Developer, Committee or other affected parties shall first attempt to resolve the matter by an informal mediation. In the event that the parties are unable to resolve the issues in dispute at informal mediation, the parties shall then engage in formal pre-suit mediation with a qualified mediator mutually selected by the parties, who may be an attorney. Any fees incurred as a result of such mediation shall be equally borne by the parties. If the dispute is not resolved by formal mediation, either party may proceed to litigation.

Section 11. **Flood Protection Grades.** In order to minimize potential damage to residences from surface water, minimum flood protection grades are established. All residences shall be constructed so that the minimum elevation of a first floor, or the minimum sill elevation of any opening below the first floor equals or exceeds the minimum flood protection grade established. The flood grades are as follows:

Lot Numbers	Grade
43-49	838.1'

The Association shall accept conveyance of all Common Area in the area to be annexed and all other interests to be conveyed to the Association designated in the Declaration of Annexation.

IN WITNESS WHEREOF, Bristoe, LLC, Owner of the Real Estate, has signed this document on this 13th day of June ___, 2016.

Bristoe, LLC

By: _____
Mark A. Heller
Its Operating Member

2*STATE OF INDIANA*

§§:

COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, this __ day of June, 2016, personally appeared Bristoe, LLC, by Mark A. Heller, Its Operating Member, and

acknowledged the execution of the foregoing document. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 6/20/22

Signature: Dorothy R. Barse
Printed: , Notary Public
Resident of DeKalb County

DOROTHY R. BARSE, Notary Public
Dekalb County, State of Indiana
My Commission Expires: 6/20/2022

3**Pursuant to IC 36-2-11-15(d):** I/We affirm, under the penalties for perjury, that I/we have taken reasonable care to redact each Social Security number in this document, unless required by law. Timothy L. Claxton

4**This Instrument prepared by: Timothy L. Claxton, Attorney at Law, Attorney No. 14523-02**