

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS  
APPENDED  
TO AS PART OF THE DEDICATION OF SECTION I OF THE BRIDGES A  
SUBDIVISION IN WELLS COUNTY, INDIANA**

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Bee Creek Development, LLP, an Indiana Limited Liability Partnership, hereby declares that it is the Owner and Developer of a residential subdivision known as The Bridges and does hereby layout and develop said real estate in accordance with information shown on the final development plan, being the certified development plan appended hereto and incorporated herein. The Development shall be known and designated as Section I of The Bridges, as developed in Wells County, Indiana.

The real estate 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 Section I of The Bridges, 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 development, 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.

The tracts in Section I of The Bridges will be numbered from 1 to 49, inclusive; and all dimensions are shown in feet and decimals of a foot on the development plan. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes. A blanket easement for utility and surface drainage purposes as shown on the development plan, is expressly dedicated to public use for their usual and intended purposes.

PREFACE

The Bridges is a residential sub-division, which will be developed in up to six Sections. Section 1 consists of 48 residential tracts numbered Lot 1 through 49. Villas will be built on Lots 1 through 15, and Lots 31 through 40. Homes will be built on Lots 16 through 30 and Lots 42 through 49. Maintenance building owned by Developer defined by Lot 52. The difference between a Home and a Villa has to do only with the performance of maintenance as set forth in Article VII of this document. In all other respects a Villa is considered a Home.

Bee Creek intends to develop The Bridges in six (6) Sections for residential purposes subject to all of the restrictions, covenants and limitations contained

herein. This Preface and its statement shall be deemed a covenant of equal force and effect as all others herein set forth.

It shall be the obligation of The Bridges Community Association, Inc., to make provision for the maintenance of the common areas designated on the face of the development plan in each section of The Bridges.

## **ARTICLE I**

### **Definitions**

The terms hereinafter set forth shall have the following meanings:

Section 1. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain approvals in connection with improvements and developments. The Committee shall be composed of four (4) persons initially appointed by the Developer. Any vacancies from time to time shall be filled pursuant to the terms of this document or the By-Laws of the Association.

Section 2. "Association" shall mean and refer to The Bridges Community Association, Inc., its successors and assigns.

Section 3. "By-Laws" shall mean the By-Laws initially adopted by The Bridges Community Association, Inc., and all amendments and additions thereto.

Section 4. "Common Area" shall mean and refer to (i) to the extent hereinafter established, such portions of the Development owned by the Association and as are herein declared by the development plan to be Common Area for the common use and enjoyment of the Owners of Lots, their tenants, guests, and invitees, and as maybe added in accordance with Article II, Section 3 of this document; and (ii) items deemed Common Area for purposes of maintenance. The storm water retention ponds and any recreational trails are to be used as Common Areas and maintained by the Community Association.

Section 5. "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair, and replacement of the Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs, and expenses declared by this document or the development plan to be Common Expenses.

Section 6. "Developer" shall mean Bee Creek Development, LLP, an Indiana Limited Liability Partnership, its assigns, successors or successors in interest, and any person, firm or corporation designated by it or its said successor or successors in interest.

Section 7. "Development" shall mean The Bridges and all of its various sections, a residential community in Wells County, Indiana.

Section 8. "Home" shall mean and refer to the residence (Home and/or Villa), including attached garage, located or erected upon a Lot deeded to Owner.

Section 9. "Lot (s)" shall mean and refer to a platted lot in one of the Sections of The Bridges as shown in the certified development plan recorded in Wells County, Indiana.

Section 10. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Restrictions" shall mean and refer to this Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the dedication and development plan of The Bridges.

## **ARTICLE II**

### **Property Rights**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association 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 Owners. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Owners of the Association agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, said Owner's right of enjoyment to the Common Area to the members of his/her family, or contract purchasers who reside on the Lot.

Section 3. Additions to Common Areas. The Developer reserves the right, so long as Class B Owners of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer, within its sole discretion, deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Areas of the Development.

## ARTICLE III

### Architectural Control

No building, improvement, construction, excavation, fence, wall, swimming pool or spa, exterior lighting, swing set, play equipment, statues, lawn ornaments or other non-living landscaping ornamentation device, or other structure shall be commenced, erected, altered or maintained upon any Lot, nor shall any exterior addition to or change or alteration of any Home be made until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to (1) harmony of external design and location in relation to surrounding structures and topography, and (2) the standards and guidelines established by the Architectural Control Committee from time to time. All landscaping changes including trees, shrubs, etc. shall be submitted to the Architectural Control Committee for approval. All approvals shall be requested by submission to the Architectural Control Committee of plans and specifications in duplicate, showing the following:

- (a) The Lot, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
- (b) All exterior ornamentation;
- (c) Plans for all floors and elevations, including projections and wing walls;
- (d) Exterior lighting plans;
- (e) Walls, fencing, and screening;
- (f) Patios, decks, pools, and porches; and
- (g) Landscaping.

Neither the Developer, the Architectural Control Committee, the Association, nor any member, officer or director thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he/she or it will not bring any action or suit against the Committee, the Association

or the Developer to recover any damages or to require the Committee or the Developer to take or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or the structure therein described, and no Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

The original Architectural Control Committee shall consist of Bee Creek Development, LLP, by its designees who shall serve until Bee Creek Development, LLP ceases to own a Lot in any Section of The Bridges. At that time, unless earlier the right to appoint owners to the Committee is conveyed from Bee Creek Development, LLP to the Association, the Association shall appoint three (3) Owners to serve on this Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any person on the Committee, those remaining shall have full authority to designate a successor. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said written plans and specifications have been submitted to it, approval will not be required and this Article will be deemed satisfied.

## ARTICLE IV

### **The Bridges Community Association, Inc.; Assessments**

Section 1. Organization. There has been organized in connection with the development of The Bridges, an incorporated non-profit association known as The Bridges Community Association, Inc., (the "Association").

Section 2. Functions. The Association has been formed for the purpose of providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Area; to pay taxes assessed against and payable with respect to the Common Area; to pay any other necessary expenses and costs in connection with the Common Area and maintain and repair, if any; and to perform such other functions as may be designated for it to perform under this Declaration.

Section 3. Membership and Voting Rights. 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. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners of Lots in The Bridges, exclusive of the Developer. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B member shall be the Developer, and Developer shall be entitled to six (6) votes for each Lot owned in The Bridges. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) at such time as 75% of the Lots in all sections of The Bridges are deeded to Owners, or
- (b) on December 31, 2020.

Section 5. Membership Transfer. Membership in the Association will transfer from the Developer or its successor in interest to the Owner upon delivery of the Deed for a Lot to Owner.

Section 6. Continuing Membership. The Owner of a Lot shall continue to be a member of the Association so long as such Owner continues to be the Owner of a Lot for the purpose herein mentioned. Membership shall pass with the transfer of title to the Lot.

Section 7. Transfer of Membership Rights and Privileges in the Association. Each Owner, and in lieu thereof (and with the written consent of such Owner to the Association), each lessee of a Lot shall be a member of the Association and have the right to the Owner's vote and privileges. Membership, where assigned to a lessee, will pass with the lease, except if the Owner withdraws his/her consent in writing to the Association. The Owner may withdraw his/her membership assignment to any lessee in his/her discretion by issuing a sixty (60) day notice in writing to the Association. No assignment of membership shall relieve an Owner of a Lot from the obligation to pay any assessment authorized by these Restrictions.

Section 8. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, excepting the Developer, by acceptance of a deed therefore, 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; (2) special assessments; and (3) Tax Recoupment Assessments. Such assessments shall be established and collected as hereinafter provided. The annual, special, and Tax Recoupment assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's

fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 9. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the Owners in all sections of The Bridges, including, but not limited to, the improvement and maintenance of the Common Areas, maintenance of mail boxes and newspaper boxes, maintenance of any sprinkling system situated on the Common Areas; etc.

Section 10. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, (1) the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; (2) any budget shortfall; (3) sign maintenance; or (4) emergency need of the Association, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 11. Notice and Quorum for Any Action Authorized Under Sections 10. Any action authorized under Section 10 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%) of each class of members, Owners who were not present in person or by proxy may give their consent in writing, providing the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 12. Uniform Rate of Assessment. Annual and Tax Recoupment assessments must be fixed at a uniform rate for all Lots, except those owned by Developer, and may be collected as the Board of Directors may determine from time to time. The payments under Article VII must be fixed at a uniform rate for all Lots with Villas.

Section 13. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots (excepting Lots owned by the Developer) on the date of the close of escrow on the sale of the Lot after the original recording of these Restrictions with the Recorder of Wells County. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for each

annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 14. Tax Recoupment Assessments. In addition to all other assessments provided this Article, the Association may levy in any assessment year, an assessment ("Tax Recoupment Assessment ") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax, and/or penalty and/or interest on a tax imposed upon, assumed by or assessed against the Association or its properties.

Section 15. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment (Annual, Special, or Tax Recoupment) not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. In any successful action, the Association shall be entitled to recover all of its costs and expenses, including attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of the Owner's Lot.

Section 16. Subordination of the Lien to Mortgages. The lien of the assessments shall be subordinate to the lien of any 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 proceedings in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 17. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$160.00 per Lot, exclusive of any Lot owned by Class B Member, which shall not be assessed on any Lot it owns. After the first assessment is levied, the maximum annual assessment may be increased not more than ten percent (10%) over the prior calendar year assessment by the Board of Directors of the Association, unless, by vote and/or written assent of fifty-one percent (51%) of each class of members, a greater assessment is approved. Otherwise, the Board of Directors of the Association will fix the annual assessment in an amount not in excess of the maximum.

Section 18. Mailboxes and Newspaper Boxes. The Developer shall furnish mailboxes and newspaper boxes for each Home. The Association shall maintain these boxes and replace the boxes as needed, as a common expense.

## ARTICLE V

### Real Estate Taxes; Utilities

Section 1. Real Estate Taxes. Real estate taxes on each Lot, and on any improvements thereon, are to be separately assessed and taxed for each Lot and shall be paid by the Owner of such Lot. Any real estate taxes or other assessments against the Common Area shall be paid by the Association and treated as a Common Expense.

Section 2. Utilities. Each Owner shall pay for his/her own utilities, which, shall be separately metered, to each Home. Utilities to illuminate the entrance sign or for the Common Area shall be paid by the Association. Each Owner shall install an electric water heater provided by REMC at no charge.

Section 3. Geothermal Requirements. Each Home shall be heated and cooled with a geothermal system. These products will initially be purchased from Water Furnace and installed by a Water Furnace approved installer. The loop, horizontal or vertical type, to be used for each Home shall be approved by the Architectural Control Committee. Pass-thru geothermal types will not be approved. Lot Owners utilizing the ponds for a loop system are responsible for maintenance and damages caused by the installation and/or maintenance. Lot Owner must restore to same or better condition any damage to the Common Area at his or her expense. The use of Water Furnace brand is applicable to Section I of the Bridges, Developer reserves the right to change the brand in future phases.

## ARTICLE VI

### Maintenance

Section 1. By Owner. Each Owner shall, at his/her own expense, be responsible for, and shall promptly perform as the need therefore arises, all interior and exterior maintenance, repairs, decoration, and replacement of his/her own Home. All fixtures and equipment installed within or as part of a Home, commencing at the point where the utility lines, pipes, wires, conduits or systems enter the Owner's property shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his/her Home. Such maintenance and repairs include but are not limited to water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his/her Home.

Section 2. By the Association. Maintenance, repairs, replacements, and upkeep of the Common Area shall be furnished by the Association, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area as it deems necessary.

Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area (or items deemed Common Area for purposes of maintenance), if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his/her family or of a guest, tenant, invitee, or other occupancy or visitor of such Owner, damage shall be caused to the Common Area (or items deemed as such for purposes of maintenance), or if maintenance, repairs, or replacements shall be required thereby which would otherwise be at the common expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Home is subject.

The authorized representatives of the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs, or replacements of or to the Common Area and items deemed as Common Area for purposes of maintenance.

Section 3. Building Exteriors, Landscaping and General Maintenance. The Owner shall maintain the exterior portion of each Home in good condition and repair, including painting, staining, repair and replacement of wood siding as necessary. The Owner shall be responsible for lawn care and landscaping except as provided in Article VII.

Section 4. Other Maintenance. Each Owner shall, at his sole cost and expense, maintain and repair his Home and the improvements situated thereon, and specifically to include the roof, keeping the same in good condition and repair. In the event any Owner shall fail to maintain and repair his Home and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Home and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand. The Association shall give Owners seven (7) days written notice of any failure to perform maintenance before the Association shall act. Such costs incurred and demanded by the Association, together with interest, costs and reasonable attorney's fees, shall have the same status as both a continuing lien on the Lot and improvements and the personal

obligation of the Owner as an assessment and the Association shall have the same remedies as made under Article IV hereof, and the failure of any such Owner to pay the same shall carry with it the same consequences as a failure to pay such an assessment when due.

## **ARTICLE VII**

### **Maintenance of Villas**

The Owner shall maintain the exterior portion of each Home located in the Villa Section of The Bridges including the roof. Developer shall be responsible for lawn care, landscape maintenance and snow removal for driveways and sidewalks. The frequency and manner of performance of such maintenance shall be determined solely by the Developer. Developer shall bill each Villa Owner for such maintenance on a monthly basis. Villa Owners, by a Seventy-five percent (75%) vote, may elect to have the Association take over these duties should Villa Owners not be satisfied with the job performance of Developer. In such an event, the Association shall contract for these services and shall bill Villa Owners for the cost of such service as an assessment under Article IV hereof.

Villa Owners will pay a monthly maintenance fee in addition to the annual Assessment. The initial maintenance fee will be \$90.00 per month payable to the Association, starting the first day of the first month the villa is occupied. Starting for the year 2008, the monthly maintenance assessment may be increased not more than ten percent (10%) over the prior calendar year assessment by the Developer, unless, by vote and/or written assent of fifty-one percent (51%) of Villa Owners, a greater assessment is approved. Otherwise, the Developer of the Association will fix the annual assessment in an amount not in excess of the maximum.

## **ARTICLE VIII**

### **Insurance**

Section 1. Insurance by Owners. Each Owner shall be solely responsible for and may obtain such insurance as he/she deems necessary or desirable, at his/her own expense, affording coverage upon his/her home, personal property, the contents of his/her Home, and for his/her personal liability.

## **ARTICLE IX**

### **Casualty and Restoration; Condemnation; Termination**

Section 1. Casualty and Restoration. In the event of damage to or destruction of the structure or exterior of any Home due to fire or any other casualty

or disaster, the Owner shall promptly cause the same to be repaired and reconstructed.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Home so damaged or destroyed to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

## **ARTICLE X**

### **Restrictions, Covenants, and Regulations**

Section 1. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lot, Home and Common Area shall be in addition to any other covenants or restrictions contained herein and in any development plan of any part of the Development heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- (a) All Homes shall be used exclusively for residential purposes and for occupancy by a single family.
- (b) Nothing shall be done or kept in or upon any Lot, or on the Common Area, which will cause an increase in the rate of insurance on any Lot or the contents thereof or on any Common Area. No Owner shall permit anything to be done or kept in his/her Home or on any of the Common Area which will result in a cancellation of insurance on any Home or any part of the Common Area, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

- (c) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his/her home or placed on the outside walls of any building, and no sign, awning, canopy, shutter, or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Architectural Control Committee. A satellite dish/disk for the purpose of receiving television reception may be attached to the rear of a home in a nonconspicuous place. This receiving unit shall not exceed twenty-four (24) inches in diameter. A Wi-Fi receiver, for receiving wireless internet, may also be attached to the rear of a Home in a non-conspicuous place.
- (d) No animals, livestock or poultry of any kind shall be raised, bred or kept in or upon any Lot or any of the common Area, except that pet dogs, cats, or customary household pets may be kept in any Home, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint such as an invisible fence, and while attended by its Owner and Owner shall be fully liable for any injury or damage to persons or property, including the Common Area, caused by his/her pet. The tethering of pets in any outdoor area does not constitute "attended". The Association may adopt such other rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring or maintain a pet in the Development shall deposit with the Association a security deposit in an amount to be determined by the Association to cover any damage that may be caused by such pet to the Common Area. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Development, except to the extent said deposit has been used or is needed to repair damage caused by such pet. Any requirement for the depositing of such security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his/her pets. Any pet which, in the judgment of the Association, is causing or creating a nuisance or unreasonable disturbance or notice, shall be

permanently removed from The Bridges within ten (10) days after written notice from the Association to the respective Owner to do so.

- (e) No Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the Development, or which might be a nuisance, annoyance, inconvenience, or damage to other Owners and occupants of Homes or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers, or other equipment or machines or loud persons.
- (f) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from any public street.
- (g) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on or in The Bridges. Childcare/Daycare will be permitted only with written approval from the Association.
- (h) No dwelling shall have a foundation area, exclusive of any one-story open porch, breezeway, or garage, of less than 1,800 square feet for a one-story dwelling or a one and one-half story dwelling, not less than 1,000 square feet (with a minimum of 1,800 square feet) for a dwelling in excess of one and one-half stories. No building or structure of any description, other than permitted by this document, shall be erected, altered, placed or permitted to remain on any Lot other than for one single-family dwelling not to exceed two and one-half (2½) stories in height. Each dwelling shall include no less than a two-car garage, which shall be built as part of the dwelling and attached thereto. Temporary and/or out buildings are not permitted.
- (i) Owners shall commence construction on their Homes within one year after purchasing the Lot. Construction of a dwelling shall be completed no later than 12 months after construction is commenced. An extension

of either deadline may be made by the Architectural Control Committee upon written request, said extension (s) to be solely within the discretion of the Committee.

- (j) All Owners shall be responsible for the installation, maintenance and utility payments for a lamp and lamppost approved by the Architectural Control Committee as to design and location.
- (k) Storm water drainage for downspouts and sump pump shall be trenched into the Common Area detention ponds or a storm water collection system. One discharge point into the ponds where applicable shall be installed with a rodent guard, and invert elevation of the pipe shall be above maximum water level. All costs to be paid for by Home Owner. Owners are not allowed to make curb cuts, or have discharge points in the street.
- (l) People enjoy seeing Canadian geese and other animals. However, they often wear out their welcome when they become too numerous. The Association shall have the authority to ban feeding of geese or other animals and take any actions necessary, including the use of scare devices, to harass the geese or curb the animals into relocating. The Association shall consult the Animal Damage Control Agency of the U. S. Department of Agriculture, or a similar organization, before approving a specific plan to harass geese or other animals into relocating.
- (m) Swimming pools shall be installed only with the written approval of the Architectural Control Committee. All swimming pools must be installed with a retractable cover.
- (n) No wall, fence, or fences shall be allowed in the front yard of any Lot. No wall, fences or fencing over five (5) feet in height shall be allowed on any Lot. No chain link, wire or metal wall, fence or fencing shall be permitted (except that professionally constructed wrought iron fences may be approved). All walls, fences and fencing must be submitted to and approved by the Architectural Control Committee prior to construction, and must be continually maintained to present an attractive appearance, or such walls, fences

or fencing will be removed at the expense of the Owners.

- (o) No "for sale", "for rent", or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any Lot except for one sign of not more than six square feet advertising the Lot for sale, without the prior consent of the Architectural Control Committee which consent shall not be unreasonably withheld; provided, however, that the right is reserved by the Developer to place or allow to be placed "for sale" or "for lease" signs on any unsold or unoccupied Lots or Homes and nothing contained herein shall be construed or interpreted to affect or restrict the activities of Developer in the marketing, advertising, or sale of a Lot or Home.
- (p) All Owners and members of their families, their guests, or invitees, and all occupants of any Home or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the governing the operation, use and enjoyment of the Common Area.
- (q) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be permitted, parked, or stored anywhere within the Development; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. No repair work shall be done on or in the Development on any vehicle, including passenger vehicles unless such work is done in a garage.
- (r) Each Owner shall keep his/her Home in good order, condition, and repair and free of debris, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Home shall fail to so maintain his/her Home, the Association after thirty (30) days notice to the Owner shall have the right to enter the Lot to correct, repair, maintain, and restore the Home. All costs incurred by

the Association related to such correction, repair, maintenance, or restoration shall be and constitute a Special Assessment against such home, payable by the Owner upon demand by the Association.

- (s) All garbage, trash, and refuse shall be stored in appropriate containers inside the Home (including garage) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Association for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Association.
- (t) Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Association.
- (u) Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded Development plan for the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipe lines, gas, water, and heat and for any other public or quasi public corporation engaged in supplying any one or more of the above utilities will have the right to enter upon said easements for any purpose for which said easements are reserved. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi-public corporation) and removal of any obstructions by any such utility company shall in no way obligate the utility company to pay damages or to restore any such removed obstruction to its original form. All such obstructions, whether temporary or permanent, shall be subject to the paramount rights of any such utility company to construct, install, repair, maintain, or replace its utilities and/or sewer installations.
- (v) In addition to the utility easements herein designated, easements in the streets, as shown on the plat, are hereby reserved and granted to all public utility

companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain, and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances subject, nevertheless, to all reasonable requirements of any body having jurisdiction thereof as to maintenance and repair of said streets.

- (w) The further dividing of any Lot or Common Area within this Development once it has been approved by the Wells County Plan Commission is prohibited unless and until the Wells County Plan Commission has reviewed and approved the change.
- (x) The Common Area shall not be mortgaged or conveyed by the Association without the consent of at least Seventy-five percent (75%) of the Owners.
- (y) Common Area ponds will not be used for swimming, boating, or ice skating. Fishing will be allowed on a catch and release program. No person or persons shall be allowed to stock or add fish. Developer will stock all ponds with fish as it is deemed necessary, type of fish may include but not limited to; small and large mouth bass, bluegill, crappie and grass carp. Stocking and maintenance of the ponds, including rip-rap, algae control, footbridges, etc. shall be paid for by the Association.
- (z) Ponds may or may not be installed with a fountain. Any and all cost of pond fountains and appurtenances shall be paid for by the Association.
- (aa) Because of the popularity of golf cart usage, the driver of such a vehicle or similar device, must be at least fourteen (14) years of age unless accompanied by an adult. All traffic laws will be observed. The Developer may provide a parking area for carts and bicycles, no overnight parking will be allowed in this area. Skateboarding and or rollerblading in this area is also prohibited. Any property, attended or unattended, that is damaged or stolen is not the responsibility of the Developer or the Association. Any damages to this area

shall be paid for by the person or persons who caused the damage.

Notwithstanding anything contrary contained herein or in the Articles of Incorporation of the Association ("the Articles") or By-Laws of the Association (the "By-Laws") including, but not limited to, any covenants and restrictions set forth herein or otherwise, Developer shall have, until December 31, 2020, the right to use and maintain the Common Area and any Lots owned by Developer and any portions of the Development (other than Lots owned by persons other than Developer, all of such number and size and at such locations as Developer in its sole discretion may determine), as Developer may deem advisable or necessary in its sole discretion to aid in the construction and sale of Lots or for the conducting of any business or activity attendant thereto, including, but not limited to, model Homes, storage areas, maintenance or service building, construction yards, signs, construction offices, sales offices, management offices, and business offices. Developer shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Developer be or become part of the Common Area, unless so designed by Developer, and Developer shall have the right to remove the same from the Development at any time.

## ARTICLE XI

### Amendment of Declaration

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner and shall, prior to becoming effective, be subject to the approval of the Wells County Plan Commission:

- (a) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.
- (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of Seventy-five percent (75%) of

such Owners. The instrument of amendment must be signed by such Owners and recorded.

- (e) Recording. Each amendment to the Declaration shall be executed by the President and Secretary, of the Association and shall be recorded in the Office of the Recorder of Wells County, Indiana, and such amendment shall not become effective until so recorded.

Section 2. Amendments by Developer Only. Notwithstanding the foregoing or anything elsewhere contained herein; the Developer shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to bring this Declaration into compliance with any statutory requirements, (b) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto or (c) prior to July 1, 2007. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute, and record any such amendments. The right of the Developer to act pursuant to the rights reserved or granted under this Section 2 shall terminate at such time as the Developer no longer holds or controls title to any part or portion of the Development.

## **ARTICLE XII**

### **Acceptance and Ratification**

All present and future owners, mortgagees, tenants, and occupants of the Homes, and other persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, and By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Home shall constitute an agreement that the provisions of this declaration, the Articles, the By-Laws and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot or the Development, all as though such provisions were recited and stipulated at length in each and every deed,

conveyance, mortgage or lease thereof. All persons who may own, occupy, use, enjoy or control a Lot or any part of the Development in any manner shall be subject to this Declaration, the Articles, the By-Laws and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

## **ARTICLE XIII**

### **Benefit and Enforcement**

This Declaration and the Restrictions shall run with and bind the Development for a term commencing on the date the Declaration for each Section was recorded in the Office of the Recorder of Wells County, Indiana and expiring thirty (30) years thereafter, after which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of seventy-five percent (75%) of the then Owners of the Lots it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same.

In the event of a violation, or threatened violation, of any of the covenants, conditions, or restrictions set forth in this Declaration, Developer (so long as Developer remains an owner of any part of the Development), the Board, or any Owner shall have the right to enforce the covenants, conditions and restrictions contained herein and to pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. The failure or delay at any time of Developer, the Association, the Owners, or any other person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

## **ARTICLE XIV**

### **Miscellaneous**

Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the By-Laws, or to comply with any provision of this Declaration, the Articles, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Waiver. No Owner may exempt himself/herself from liability for his/her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his/her Home.

Section 3. Severability Clause. The invalidity of any covenant, restriction, condition, limitation, or other provisions of this Declaration, the Articles or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

IN WITNESS WHEREOF, Bee Creek Development, LLP an Indiana Limited Liability Partnership organized and existing under the laws of the State of Indiana, Owner of the real estate described in said development plan, has hereunto set its hand and seal, by its duly authorized officer, this \_\_\_\_ day of \_\_\_\_\_, 2006.

Bee Creek Development, LLP  
an Indiana Limited Liability  
Partnership

\_\_\_\_\_  
By: Kirby E. Sink, Partner

\_\_\_\_\_  
By: Larry A. Heckber, Partner

\_\_\_\_\_  
By: Michelle A. Heckber, Partner

\_\_\_\_\_  
By: Melissa A. Sink, Partner

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF WELLS    )

Before me, the undersigned, a Notary Public in and for said County and State this \_\_\_\_\_ day of \_\_\_\_\_, 2006, personally appeared Kirby E. Sink, Larry A. Heckber, Michelle A. Heckber and Melissa A. Sink, known to me to be duly authorized and acting partners of Bee Creek Development, LLP, an Indiana Limited Liability Partnership, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said Partnership for the purposes and uses therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

A resident of \_\_\_\_\_ County

\_\_\_\_\_  
Notary Public (signature)

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public (printed name)

\* \* \* \* \*

This instrument was prepared by Keith P. Huffman, Attorney at Law, Indiana Bar No. 8028-90, Dale & Huffman, 1127 North Main Street, Post Office Box 277, Bluffton, Indiana 46714.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Wells County Plan Commission

By:

\_\_\_\_\_

Its:

\_\_\_\_\_