

13429
1st day of Sept
1970 at 10:00 o'clock P.M.
recorded in record 31

ORIGINAL

Pg 134

RECORDED IN BROWN COUNTY
**AMENDMENT OF COVENANTS FOR
BITTERSWEET LAKE SUBDIVISION, HAMBLEN TOWNSHIP
BROWN COUNTY, INDIANA
PLAT BOOK 1, PAGE 73 AND 74**

The undersigned, William E. Mears, an unmarried adult; Joan G. Frenzel, an unmarried adult, and Beavers, Inc., an Indiana Corporation, being the sole and only owners of lots located in Bittersweet Lake Subdivision, located in Section 10 and 11, Township 10 North, Range 3 East in Hamblen Township, Brown County, Indiana, as per plat thereof recorded in Plat Book 1, page 73 and 74 in the Office of the Recorder of Brown County, Indiana, do hereby amend Paragraph (3) of the existing Covenants for Bittersweet Lake, Hamblen Township, Brown County, Indiana, as now contained and recorded in said Plat Book 1, page 73 and 74, said amendment to be corrected to read as follows, to-wit:

"(3) DWELLING SIZE. No residence shall have less than six hundred (600) square feet of running space on the ground floor, or first floor, exclusive of porch area, no porch, roof or projection of any building shall extend nearer than thirty (30) feet from any road right-of-way, or nearer than twenty-five (25) feet from the property line of any abutting property owner, nor within seventy-five (75) feet from the normal high water line of Bittersweet Lake, except as may be shown on recorded plats. No accessory building shall be located on any lot nearer than thirty-five (35) feet to the rear lot line. No building shall be located on any lot nearer to the front or rear lot lines along lake shore or nearer to the side street than the minimum building set back line shown on the recorded plat."

WITNESS MY HAND AND SEAL this 27 day of August, 1970.

William E. Mears
William E. Mears,
an unmarried adult.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William E. Mears, (an unmarried adult) and acknowledged the execution of the foregoing instrument as his voluntary act and deed for the use and purpose therein expressed and affixed his signature thereto.

WITNESS MY HAND AND SEAL this 27th day of August, 1970.

Lois Reed
Notary Public

My Commission Expires:
Sept 5, 1970

SEAL AFFIXED

02135

WITNESS MY HAND AND SEAL this 27th day of August, 1970.

Joan G. Frenzel
Joan G. Frenzel,
an unmarried adult

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joan G. Frenzel, (an unmarried adult) and acknowledged the execution of the foregoing instrument as her voluntary act and deed for the use and purpose therein expressed and affixed her signature thereto.

WITNESS MY HAND AND SEAL this 28th day of August, 1970.

Lois Reed
Notary Public

My Commission Expires:

Sept 5, 1970

SEAL AFFIXED

WITNESS OUR HANDS AND SEALS this 28th day of August 1970.

George H. Doane, Jr. *H. Dudley Miller*
George H. Doane, Jr. President H. Dudley Miller, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF BROWN)

Before me, the undersigned, a Notary Public in and for said County and State, appeared Beavers, Inc., by its duly authorized officers George H. Doane, Jr., President, and H. Dudley Miller, Secretary, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed and affixed their signature thereto.

WITNESS MY HAND AND NOTARIAL SEALS this 28th day of August, 1970.

Lois Reed
Notary Public

My Commission Expires:

Sept 5, 1970

SEAL AFFIXED

This instrument prepared by .George.H..Doane.Jr..Attorney.at law.

I hereby certify that this is a true photograph of the original instrument and was recorded on Sept. 1, 1970 at 10:00 A.M.

Robert W. Council
Brown County Recorder

The lots in this subdivision and the use of the lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

- (1) **LAND USE.** No lot shall be used except for residential purposed unless designated for other use. No residential lot shall have more than one single family dwelling erected thereon, not more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding, concrete block or similar material on outside walls. No trailer, boat, camping equipment, disabled motor vehicles or otherwise shall be stored, parked in any manner whatsoever on these lots except as herein after specifically so provided for, condition that it shall not detract from the property value of the addition.
- (2) **ARCHITECTURAL CONTROL.** No building, fence, or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the same have been approved by the Bittersweet Lake Association, Inc., as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No lot owner shall engage a building, electrical, heating, or plumbing contractor unless the qualifications of said contractor have been approved by the corporation. Notice of approval or disapproval shall not be unreasonably withheld by the corporation. The corporation reserves the right to make on site inspection of any or all structures during the construction period. Of the construction standards as to size, materials and workmanship or in variance with the approved plans and specifications the corporation may, at its opinion, halt the construction of the structure until the same meets the approved plans and specifications.
- (3) **DWELLING SIZE.** No residence shall have less than nine hundred (900) square feet of running space on the ground floor, or first floor, exclusive of porch area. No porch, roof or projection of any building shall extend nearer than thirty (30) feet from any road right-of-way, or nearer than twenty-five (25) feet from the property line of any abutting property owner, nor within seventy-five (75) feet from the normal high water line of Bittersweet Lake, except as may be shown on recorded plats. No Accessory building shall be located on any lot nearer than thirty-five (35) feet to the rear lot line. No building shall be located on any lot nearer to the front or rear lot lines along lake shore or nearer to the side street line than the minimum building set back line shown on the recorded plat.

For amendment of covenants see:
Misc. Bk. 21, page 134, 135
Recorded: 9/1/70
Patricia McCormick, Recorder

20070002154
Filed for Record in
BROWN COUNTY, IN
GLENDIA STOGSDILL
06-21-2007 At 11:23 am.
COV & RESTR 26.00
DR Book 128 Page 1641 - 1648

**Covenants for Bittersweet Lake
Hamblen Township
Brown County, Indiana**

KNOW ALL MEN THESE PRESENTS: That Beavers Inc., Brown County, Indiana, Being the owner in fee simple of the following described real estate in Hamblen Township, Brown County, Indiana, TO-WIT:

A part of the Southwest quarter of the Northwest quarter of section 11 and a part of the Southeast quarter of the Northeast quarter of section 10 all in Township 10 North, range 3 East of the second principal meridian, described as follows:

Beginning at a stone, which is the Southwest corner of the Southwest quarter of the Northwest quarter of said section 11; thence north 89 degrees and 55 minutes East with the South line of said quarter section 1346.83 feet to the Southeast corner of said quarter quarter section; thence North with the East line of said quarter quarter section 48.00 feet; thence North 27 degrees and 45 minutes West 85.67 feet; thence North 61 degrees and 26 minutes West 141.94 feet; thence North 50 degrees and 08 minutes West 297.70 feet; thence North 39 degrees and 7 minutes West 289.88 feet; thence North 38 degrees and 15 minutes West 177.12 feet; thence North 80 degrees and 45 minutes West 206.46 feet; thence North 36 degrees and 25 minutes West 121.98 feet; thence North 35 degrees and 54 minutes West 96.35 feet; thence North 84 degrees and 29 minutes West 102.87 feet to the west line of said quarter quarter section; thence South 83 degrees and 35 minutes West 118.50 feet; thence North 86 degrees and 41 minutes West 150.80 feet; thence North 81 degrees 27 minutes West 155.70 feet; thence south 89 degrees and 51 minutes West 150.75 feet; thence North 87 degrees and 53 minutes West 178.80 feet; thence South 82 degrees and 07 minutes West 122.15 feet; thence South 34 degrees and 05 minutes West 213.30 feet; thence South 38 degrees and 05 minutes West 154.00 feet; thence North 79 degrees and 21 minutes West 269.00 feet to a point on the west line of the Southeast quarter of the Northeast quarter of said section 10 that is 350.00 feet South of the Northwest corner thereof; thence South 00 degrees and 35 minutes East with the said West line of the last said quarter quarter section to the Southeast corner thereof, which is the place of beginning, containing 54.71 acres , more or less, subject to all legal rights-of-way.

Hereby subdivided said real estate into lots and streets in accordance with the plat hereon, said Subdivision to be known as "BITTERSWEET LAKE", in Brown County, Indiana. The subdivision consists of 15 lots, numbered from 1 thru 15, both inclusive, with streets as show hereon. The size the lots and widths of the streets are shown in figures denoting feet and decimal parts thereof.

(4) CONSTRUCTION. Within six (6) months of the beginning of construction the outside shell of an approved residence must be completed and exterior finished; within nine (9) months of the beginning of construction said residence must be completed and the site reasonably landscaped.

(5) SUBDIVIDING LOTS. No residential lot shall be subdivided by the owner or owners for the purpose of creating two or more residential lots.

(6) RECREATION FACILITIES. Lot owners shall be permitted to use the recreation facilities of Bittersweet Lake Association, Inc., subject to such limitations and regulations as may be imposed by the Bittersweet Lake Association, Inc.

(7) HEATING AND COOLING SYSTEMS. Heating systems shall be limited to the use of electricity, gas or oil, with the exception of fire place fuel which may be gas, electricity or non impregnated wood. Gas or oil storage tanks shall be installed and logs shall be stored in the manner and place approved by the corporation. Cooking appliances and water heaters installed within the residential structure shall use gas, electricity or oil.

(8) STREETS AND EASEMENTS. All streets, roads, and paths shown the plat shall remain the property of the Bittersweet Lake Association, Inc., and the use thereof is hereby reserved for the owners of said lots as privateways for the exclusive use, benefit and convenience of the owners, their successors and assigns, and being not intended to make the streets, road or paths public thoroughfares but to retain exclusive use thereof for the benefit of the owners of the lots herein provided

Easements and right-of-ways are hereby expressly reserved by the Bittersweet Lake Association, Inc., for the construction and maintenance of sewers, drains, pipe lines, for supplying gas, water, oil and heat and the erection, construction and maintenance of telephone and electric lines, poles, wires, conduits and necessary attachments, and for other services and quasi public purposes, in, on, along, over, through, across or under all roads, streets and paths in the following strips of land; between the building set back line and property line along the front lot lines of each lot; between the rear building line and the property line along the rear lot line of each lot; five (5) feet along each side lot line; and , where indicated on the plat by a dotted line ten (10) feet along the rear lot line. The right is reserved to suspend at a reasonable height over any lot, along lot lines or over any roadway, wires from telephone or electrical power line poles and to trim or cut trees as necessary. The right is reserved to enter upon said easements or right-of-ways for any purpose for which is said easements or right-of-ways are reserved provided, however, that the premises shall be left in the same general condition as when entered upon. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of

flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channeled in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Except where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned easement except as shown on recorded plats. The owners of said property shall have no cause against Bittersweet Lake Association, Inc. Its successors, assigns, or licensees either at law or in equity except incase of willful negligence, by reason of any damages caused said property installing, operating, removing or maintaining above mentioned installations.

(9) **WATER SUPPLY.** No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by local authorities and is constructed in accordance with the requirement standards and recommendations of the Indiana State Board of Health, and has the approval of the Bittersweet Lake Association, Inc.

(10) **SEWAGE DISPOSAL.** No outside toilets shall be allowed on the premises. No untreated waste shall be permitted to enter into Bittersweet Lake. Each dwelling shall have an individual sanitary unit where, in the opinion of the Brown County Health Department, the ground percolation is inadequate for, or the ground contour is not compatible with, proper operation of a conventional sanitary unit (septic tank and leaching bed) or where a conventional unit has been installed and thereafter becomes in the determination of said Health Department, inadequate, the owner of said lot shall install an aerobic type of sewage treatment plant, or other type of plant, approved by said Health Department. Said purchaser, after seven (7) days written notice from said Health Department, hereby agrees that in the event of malfunction of his sanitary unit, the water supply to his lot shall be turned off and remain off until such sanitary unit is properly functioning. In any event all sanitary units must conform with recommendations of the said Brown County Health Department and the Bittersweet Lake Association, Inc., or its assigns. No drain field, or other disposal system shall be allowed nearer than one hundred (100) feet from the normal high water mark of Bittersweet Lake nor nearer than twenty-five (25) feet from rear end side lot lines. No lot shall be used or maintained as a dumping ground for rubbish, and y garbage or rubbish buried on such lots. Rubbish, Garbage and other waste shall be kept in sanitary containers concealed from the street and roads until scheduled to be removed from the premises by the lot owner. All equipment for the storage or disposal of garbage and/or rubbish will be kept in a clean and sanitary condition at all times.

- (11) **WATER FRONT RESIDENTIAL LOTS.** The owner of each water front residential lot shall be required to maintain, at his own expense, a clean and uncluttered waterfront and shore line. In providing such maintenance the original shore line shall not be changed by the removal of sand, dirt, gravel or other material of which the shore line is formed.
- (12) **VACANT LOTS.** Owner of vacant residential lots shall be required to maintain, at their expense, their lots in a clean and uncluttered manner. Weeds shall be cut as necessary to preserve a clean appearance. When the owner fails or refused to maintain said lot, the corporation reserves the right to enter upon such lot and perform such work as necessary and charge the owner the reasonable cost of such maintenance.
- (13) **EROSION OF LOTS.** In the event lot owners fail to take the steps to prevent erosion of the soil of his lot or lots, the corporation reserves the right to prevent such erosion and collect the cost thereof from the owner. All swales for surface water drains located along side of any real lot line shall be preserved and not obstructed.
- (14) **BOAT DOCKS.** No boat docks, floats or other structures extending into the lake shall be constructed or placed into the or on said lake without prior written approval of Bittersweet Lake Association, Inc., or its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of the Bittersweet Lake Association, Inc.
- (15) **MAINTENANCE AND SERVICE ASSESSMENT.** The corporation shall assess and collect from the owner of each lot in amount not exceeding one hundred dollars (\$100.00) per year for each lot for maintenance of the facilities and provisions for services within the confines of Bittersweet Lake residential areas, including without limitation the dams, streets, boat docks, parks, security guards, fire protection and other equipment services maintained for the health, welfare, and enjoyment of the property owners and their guests.
- (16) **SIGNS.** No sign of any kind shall be displayed on any lot at any time, provided, however this shall not apply to the owner placing his name sign on his lawn and further, one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales.
- (17) **NUISANCES.** No obnoxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. The keeping of any poultry, cows, hogs, goats, horses or livestock of any nature, or more than two dogs and/or two cats on any lot is strictly prohibited. Other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial

purpose. No commercial business, trade or activity of a commercial nature shall be carried on upon any residential lot in this subdivision.

(18) OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

(19) HUNTING AND TRAPPING. No Hunting or trapping of any kind shall be permitted on Bittersweet Lake Association, Inc., Property or any residential lots, other than for the purposes of pest control, and then only with the prior written approval of Bittersweet Lake Association, Inc.

(20) PUBLIC WATER SUPPLY. In the event that the Bittersweet Lake Association, Inc, by a vote of a majority of the lot owners, with each lot being entitled to only one vote, make an election hook up to a public water supply system in and for Brown County all said hook up charges shall be in the prorated basis for the individual lot owners and shall not be the expense of Bittersweet Lake Association, Inc.

(21) LAKE WATER SUPPLY. No installation or construction any form of water pump, well or any other machinery for the purpose of pumping lake water from Bittersweet Lake to any type of building, structure, or domicile shall be permitted following July, 30th 2006.

(22) Outboard Motors. No gas powered outboard motors of any size shall be permitted on Bittersweet Lake at any time.

(23) Dedicated Area. Lot numbered "A" is dedicated to the use of all of the owners of lots in this flat for the purpose of park, launch ramp for boats, temporary boat docking for any recreational purpose that a majority of the owners may deem desirable. Maintenance and regulation of the use of this lot shall be by all of the owners subject to a majority of the owners by and through Bittersweet Lake Association, Inc.

(24) Resale of Lots. Any lot owner desiring to sell the same shall grant and give, first, the corporation or its agent the sole and exclusive right to sell said real estate for the minimum of six (6) months.

(25) Fences. No screen planting or any hedge or any fence any more than 36 inches high shall be permitted on side lot lines between the front lot line and the building set back line.

(26) Term. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall automatically extend for an additional period of ten (10) years, unless by vote of a majority of the owners of the lots it is agreed to change said covenants and restrictions in whole or in part.

(27) Enforcement and Liability of Corporation. Enforcement of the above covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. No lot owner or owners or persons claiming by, thru or under him or them, shall be entitled to sue for or recover damages from the corporation for failing to maintain the water in said lake at any given level, or by person or as a result, directly or indirectly, of the condition of water in said lake.

(28) Campers and Trailers. No camper trailers or campers shall be moved or placed on the premises, except by the owner or his immediate guest, and then only on a short-term temporary basis and provided further that all other restrictions herein shall be complied with, especially those concerning sanitation.

(29) Logging. No lot or portion thereof shall be used for, or sold for the purpose of any form of commercial logging.

(30) No ice fishing shall be allowed by any lot owners or guests of lot owners. No shelters or shanties shall be erected or placed on Bittersweet Lake, with indifference to said shelter or shanties portability or permanent nature. It is the lot owners' responsibility to informing guests of the no ice fishing policy.

(31) Invalidation of any one of these covenants by judgment or by court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Witness our hands and seals this 24th day of May, 2006.

Kim Wilhite
Kim Wilhite, President

Jo Ann Rogers
Jo Ann Rogers, Secretary

State of Indiana)
County of Madison SS:

Before me, the undersigned, a notary public in and for said county and state,
appeared Bittersweet Lake Association Inc., by its duly authorized officers
Jennifer Serban
who acknowledge the execution of the forgoing instrument as their voluntary act
and deed for the use and purpose therein and affixed their signatures thereto.

Witness my hand and notary seal this 24th day of May, 2006.

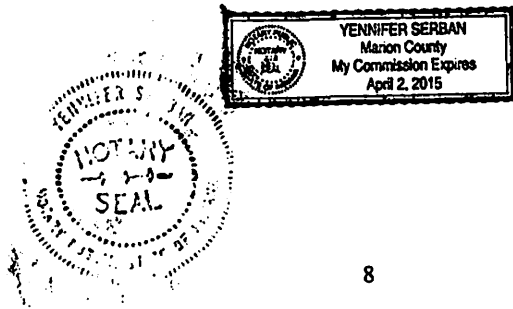
My Commission Expires:

Notary Public

PREPARED BY:
KIM WILHITE
JO ANN ROGERS

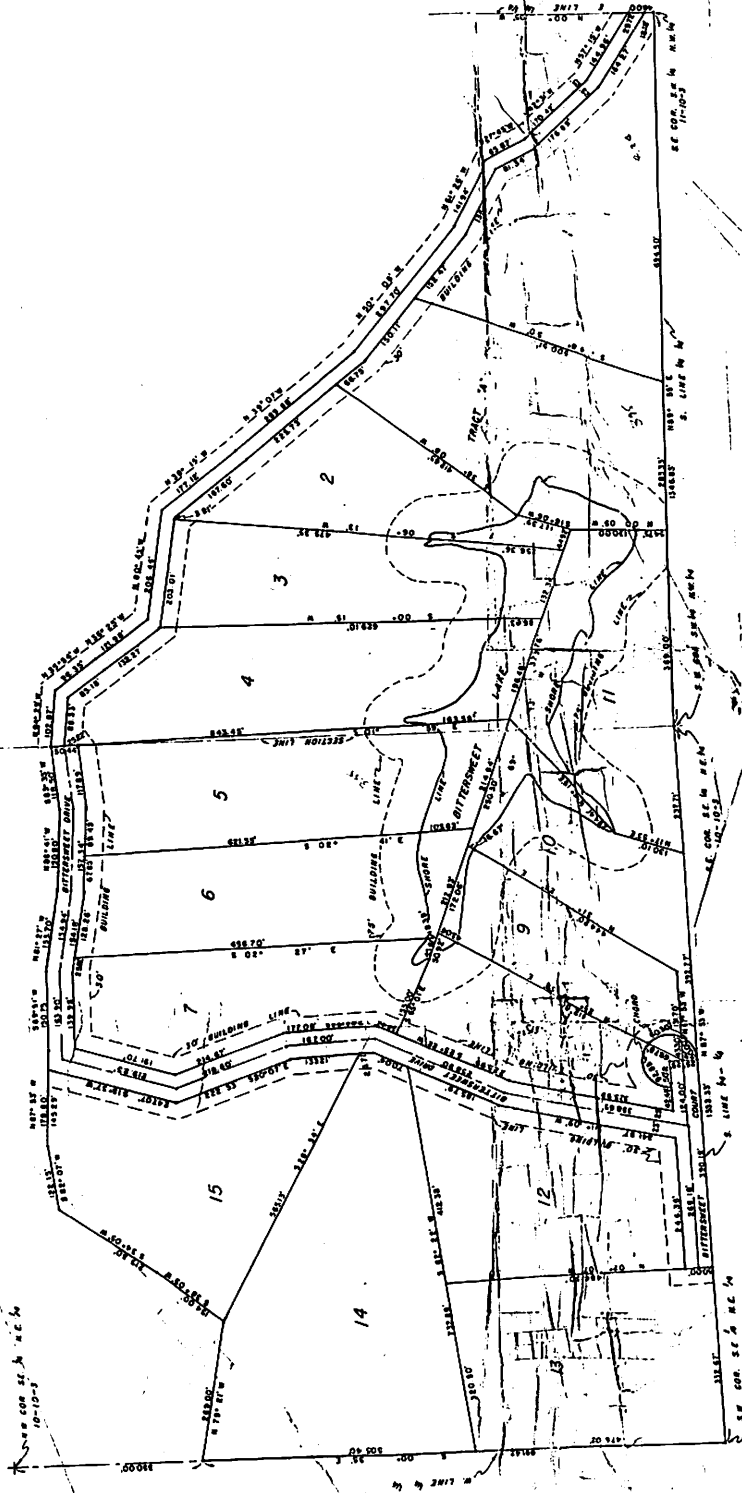
I affirm, under the penalties for
perjury, that I have taken reasonable
care to redact each Social Security
number in this document, unless
required by law (name).

Kim Wilhite



4A

BITTERSWEET LAKE
HAMBLEN TOWNSHIP
BROWN COUNTY, INDIANA



PAGE 1 OF 2

CERTIFIED BY
JAMES C. FREEST
PLC. ENGINEER NO. 3943
REC. ENGINEER NO. 4013



