

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
TO THE PLAT OF BEL SOGNO, SECTION I
A SUBDIVISION IN JEFFERSON TOWNSHIP,
WHITLEY COUNTY, INDIANA**

Donatello Development and Building Corporation, an Indiana corporation, by Donato Diamente, its President, declares that it is the owner of the real estate shown and legally 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 in this document. The platted Subdivision shall be known and designated as Bel Sogno, Section I, a Subdivision in Jefferson Township, Whitley County, Indiana.

The lots are numbered from 1 through 29 inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

PREFACE

Bel Sogno, Section I, is part of a tract of real estate which is currently planned to be subdivided into a maximum of 29 residential lots. In addition to the recordation of the Plat of and this document, there will be recorded articles of incorporation of Bel Sogno Community Association, Inc., it being Developer's intention that each Owner of a lot in Bel Sogno, Section I, will become a member of said association, and 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 "Articles". The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.

1.2 "Association". Bel Sogno Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

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

1.4 "Bylaws". The Bylaws adopted by the Bel Sogno Community Association, Inc., and all amendments to those Bylaws.

1.5 "Committee". The Architectural Control Committee established under section 5 of the covenants.

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

1.7 "Developer". Donatello Development and Building Corporation, an Indiana corporation, and its assigns and successors in interest in the Real Estate.

1.8 "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 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 65 feet in width at the established front building line as shown on the Plat.

1.9 "Owner, and in the plural form, "Owners". The record owner(s) (whether one or more persons or entities) of a 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.

1.10 "Plan Commission". The Whitley County Plan Commission, or its successor agency.

1.11 "Plat" The recorded secondary plat of the Bel Sogno, Section I.

1.12 "Subdivision". The platted Subdivision of Bel Sogno, Section I.

Section 2. *MEMBERSHIP AND VOTING RIGHTS.*

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

2.2 The Association shall have one class of voting membership:

2.2.1 Membership consists of all Owners. Members shall be entitled to one (1) 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.

Section 3. *COVENANT FOR MAINTENANCE ASSESSMENTS*

3.1 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 each 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.

3.2 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 improvement of facilities in the Subdivision. In addition, assessments shall be levied to provide for the proportionate burden of the maintenance of the common impoundment basis into which the Subdivision's surface waters drain.

3.3 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 Thirty Dollars (\$30.00) per lot. Subsequent assessments may be made as follows:

3.3.1 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 8% above the annual assessment for the previous year, without a vote of the membership.

3.3.2 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 8%, only by the vote or written assent of a majority of each class of members of the Association.

3.4 Special Assessments For Capital Improvements. In addition to the annual assessments authorized in Section 3.3, 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 subdivision, including fixtures and related personal property; provided that any such assessment shall require the vote or written assent of 75% 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 the Subdivision, or pay its pro rata share of the cost of maintaining the common impoundment basin.

3.5 Notice and Quorum for Any Action Authorized Under Subsection 3.3 and 3.4 y action authorized under Sections 3.3.2 and 3.4 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 a majority of the votes cast at such meeting, but such vote is less than the requisite percentage 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.

3.6 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.

3.7 Date of Commencement of Annual Assessment's Due Dates. The annual assessments allowed under Section 3.3 shall commence as to all Lots then subject to an assessment, on the first day of the month following the first conveyance of a Lot by Developer. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. 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 Lot has been paid.

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

3.8.1 Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum, or at the legal rate of interest in Indiana, whichever is higher.

3.8.2 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 abandonment of a Lot. The lien for delinquent assessments may be foreclosed in the same manner as mortgages are foreclosed in Indiana. The Association shall also be entitled to recover the attorney fees, costs and expense incurred because of the failure of an Owner to timely pay assessments made under this Section 3.

3.9 Subordination of Assessment Lien to First Mortgages Liens. 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 4. *ARCHITECTURAL CONTROL*

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 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 set 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 structure therein described, and no adjacent Lot 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 three (3) members: Donato Diamente, Phoebe Diamente and Dante Diamente. 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. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed satisfied.

4.1 No building, 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 on a Lot 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 within the Subdivision.

4.2 The Committee shall have the exclusive authority and responsibility to review plans for construction of all primary residences in the Subdivision. 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 members, and delivered or mailed to the Association's registered office.

4.3 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 Committee's responsibilities under this Section 4 to review subsequent construction, modifications and additions of structures in the Subdivision.

Section 5. *GENERAL PROVISIONS*

5.1 Use. 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 three car garage of not less than 650 square feet, which shall be built as part of the residence and attached to it.

5.2 Dwelling Size. No residence shall be built on Lots numbered 1,2,28 & 29 having a ground floor area upon the foundation (exclusive of one story open porches, breezeways or garages) of less than 1650 square feet for a one-story residence; in case of a residence of more than one story, no less than 900 square feet of ground floor area, but in no case shall total square feet be less than 1700 square feet.

No residence shall be built on Lots numbered 3,4,26 & 27 having a ground floor area upon the foundation (exclusive of one story open porches, breezeways or garages) of less than 1700 square feet for a one-story residence; in case of a residence of more than one story, no less than 900 square feet of ground floor area, but in no case shall total square feet be less than 1800 square feet.

No residence shall be built on Lots numbered 5,6 ,24 & 25 having a ground floor area upon the foundation (exclusive of one story open porches, breezeways or garages) of less than 1750 square feet for a one-story residence; in case of a residence of more than one story, no less than 950 square feet of ground floor area, but in no case shall total square feet be less than 1900 square feet.

No residence shall be built on Lots numbered 7, 8, 22 & 23 having a ground floor area upon the foundation (exclusive of one story open porches, breezeways or garages) of less than 1800 square feet for a one-story residence; in case of a residence of more than one story,

no less than 1000 square feet of ground floor area, but in no case shall total square feet be less than 1950 square feet.

No residence shall be built on Lots numbered 9, 10, 19, 20 & 21 having a ground floor area upon the foundation (exclusive of one story open porches, breezeways or garages) of less than 1850 square feet for a one-story residence; in case of a residence of more than one story, no less than 1000 square feet of ground floor area, but in no case shall total square feet be less than 2000 square feet.

No residence shall be built on Lots numbered 11 & 12 having a ground floor area upon the foundation (exclusive of one story open porches, breezeways or garages) of less than 1900 square feet for a one-story residence; in case of a residence of more than one story, no less than 1050 square feet of ground floor area, but in no case shall total square feet be less than 2100 feet.

No residence shall be built on Lots numbered 14 & 15 having a ground floor area upon the foundation (exclusive of one story open porches, breezeways or garages) of less than 1950 square feet for a one-story residence; in case of a residence of more than one story no less than 1050 square feet of ground floor area, but in no case shall total square feet be less than 2100 square feet.

No residence shall be built on Lots numbered 13, 16, 17 & 18 having a ground floor area upon the foundation (exclusive of one story open porches, breezeways or garages) of less than 2000 square feet for a one-story residence; in case of a residence of more than one story, no less than 1100 square feet of ground floor area, but in no case shall total square feet be less than 2200 square feet.

5.3 Building Lines. No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building shall be located nearer than a distance of 10 feet to an interior Lot line. No dwelling shall be located on an interior Lot nearer than 10 feet to the rear Lot line.

5.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 65 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 15,000 square feet.

5.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear 10 feet of each Lot. No Owner shall erect on a Lot, 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, (see Section 5.15) (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 200 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.

5.6 Surface Drainage Easements. Surface drainage easements used for drainage purposes as shown on the Plat 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 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.

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

5.8 Temporary 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; provided, however, that basements may be constructed in connection with the construction and use of a single-family residence building.

5.9 Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

5.10 Landscaping and Masonry. Each lot within sixty days after the completion of the construction of a dwelling, or as soon thereafter as weather conditions permit, must be landscaped with the minimum of 6 trees (with two (2) 2.5" diameter hard wood trees) and 10 shrubs located on front yard between street and house.

Each home must have a minimum of 250 square feet of masonry (brick or stone) on the front side of home and any variation must be approved by the Architectural Control Committee.

No fences shall be constructed on any lot nearer to the front property line thereof than the rear of the structure set forth in the plat plan of each lot, but this restriction shall not prevent the planting or shrubbery or hedges for ornamental and decorative purposes, said hedge or shrubbery, however, shall not exceed thirty-six (36) inches in height. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. No tree shall be permitted to remain such distance from intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Only wood decorative and wrought iron fences will be permitted. All fences shall not exceed 60 inches in height.

5.11 Outside Storage. No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on a Lot 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 means every motor vehicle designed, used, or maintained primarily for the transportation of property which is rated one-ton or more.

5.12 Free-Standing Poles. No clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States flag or a basketball pole shall be constructed, erected, located or used on a Lot.

5.13 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 period.

5.14 Fuel Tanks. No above or below ground fuel or storage tanks shall be permitted.

5.15 Antennas. No free-standing radio or television antenna shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot. No satellite receiving disk or dish in excess of 20 inches in diameter shall be permitted on a Lot.

5.16 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 that they

are not kept, bred or maintained for any commercial purpose. Owners of said lots and their successors in title are on notice and understand that this subdivision is in a predominantly agricultural area and that farming operations, to include livestock operations, will be practiced in the area of this subdivision. With this understanding all owners of the lots in this subdivision forego their right to bring claim against any farmer in the area who is practicing normal, reasonable and necessary farming and livestock operations.

5.17 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.

5.18 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.

5.19 Vehicles No unlicensed or unregistered automobiles or motorized vehicles may be parked or maintained on any Lot. No motor vehicles may be disassembled or allowed to remain in a state of disassembly or disrepair on any Lot. All motorized vehicles on any Lot shall be equipped at all times for on-road driving. No motorized vehicles, including but not limited to snowmobiles and motorcycles, go-carts, and all-terrain vehicles, shall be permitted on any easement, except those which are necessary in connection with utility maintenance uses. No Owner shall park any commercial motor vehicle ungaraged anywhere in the subdivision.

5.20 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.

5.21 Driveways. All driveways on Lots from the street to the garage shall be poured concrete or brick and not less than 18 feet in width.

5.22 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.

5.23 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 system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

5.24 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 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.

5.25 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the Whitley County Zoning Administrator the improvement location permit and certificate of compliance required by the Whitley County Zoning Ordinance.

5.26 Enforcement. The Association, Developer and any 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 an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.

5.27 Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

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

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

5.29.1 After 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 the Owners of at least 75% of the Lots in the Subdivision and by the owners of at least 75% of the lots in future sections, if any, of Bel Sogno. For purposes of this Section 5.29.1, 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.

5.29.2 Until primary residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under Section 5.29.1, also must sign the amendatory document.

5.29.3 Notwithstanding the provisions of Section 5.29.1, Developer and its successors and assigns shall have the exclusive right for a period of two years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions (except Section 3.9) without approval of the Owners.

5.29.4 In order for any amendment of these Covenants to be effective, the approval of the Whitley County Plan Commission shall be required.

5.30 Subdivision. No lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, the Developer and its successors in title 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 limitation imposed under Section 1.8.

5.31 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 restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the successful party 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 proceedings.

5.32 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 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 these 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.

5.33 Yard Lighting. It shall be the responsibility of the Lot Owner to install a 6 foot high post type yard light a distance of 15 feet from the front Lot line. The light shall be hard wired to the house panel, shall operate on a photo cell and shall use bulbs rated at 75 watts. The light shall be illuminated at all times during the period from sunset to sunrise.

5.34 Postal and Newspaper Boxes. Postal and newspaper services shall be only at such designated areas assigned by the U.S. Postal Service. Areas will be in clusters of 3 or more and each will be numbered. Mailboxes are to be black #2 rural boxes. The developer will provide mailbox pedestals, mailboxes and newspaper boxes at the inception and they will be maintained by each lot owner there after.

5.35 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 the lowest floor, equals or exceeds the applicable minimum flood protection grade established on the Plat.

5.36 Pools and Hot Tubs. No above ground pool, regardless of size, shall be placed or maintained on any Lot. No swimming pool, hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Section 4.

IN WITNESS WHERE. Donatello Development and Building Corporation, an Indiana corporation, by Donato Diamente, president, has signed this document on this 25th day of October, 2001.

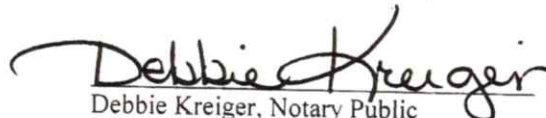
Donatello Development and Building Corporation



Donato Diamente, President

State of Indiana, Whitley County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 25 day of Oct., 2001, personally appeared Donato Diamente, and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires February 3, 2008.



Debbie Kreiger, Notary Public
Resident of Whitley County, IN

THIS Instrument prepared by Terry L. Smith, Attorney-at-Law, 116 North Main Street, Columbia City, Indiana.

**AMENDMENT TO PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS
TO THE PLAT OF BEL SOGNO, SECTION I,
A SUBDIVISION IN JEFFERSON TOWNSHIP,
WHITLEY COUNTY, INDIANA**

WHEREAS, Donato Development and Build Corporation, an Indiana Corporation, by its President Donato Diamente, developer of the Plat of Bel Sogno, Section I, believes that the value of the building lots will be enhanced for future owners of property within the development project if the uses of property within the subdivision are further refined; and

WHEREAS, the current Protective Restrictions, Covenants, Limitations, Easements and Approvals of the Plat of Bel Sogno, Section I, do not reflect new building materials and variations in building designs; and

WHEREAS, developer believes that without further clarification design and construction will be unduly restricted without commensurate benefit to the overall aesthetics of the subdivision.

THEREFORE, be it resolved by the developer and sole owner of the property within Bel Sogno, Section I, that the Protective Restrictions, Covenants, Limitations, Easements and Approvals of the Plat of Bel Sogno, Section I be amended as follows:

- A. The fourth sentence of the third full paragraph of Section 5.10 Landscaping and Masonry, shall be amended with additional language to read as follows:

Only wood, decorative wrought iron, and prefabricated vinyl fences will be permitted.

- B. Section 5.21 Driveways shall be amended with additional language to read as follows:

5.21 Driveways. All driveways on Lots from the street to the garage shall be poured concrete or brick and not less than 18 feet in width for front-load design units and not less than 12 feet in width for side-load design units.

IN WITNESS WHERE, Donatello Development and Building Corporation, an Indiana corporation, by Donato Diamente, president, has signed this document on this 13 day of March, 2002.

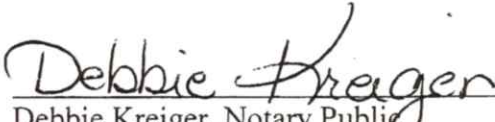
Donatello Development and Building Corporation



Donato Diamente, President

State of Indiana, Whitley County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 13 day of March, 2002, personally appeared Donato Diamente, known to me to be the President of Donatello Development and Building Corporation, and acknowledged the execution of the above and foregoing Amendment to the Protective Restrictions, Covenants, Limitations, Easements and Approvals of the Plat of Bel Sogno, Section I. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires February 3, 2008.


Debbie Kreiger, Notary Public
Resident of Whitley County, IN

THIS Instrument prepared by Terry L. Smith, 393-92, Attorney-at-Law, 116 N Main St., Columbia City, Indiana.

DiamenteDBelSognoSecIAmendment1