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Allen County Indiana

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RECORDING COVER PAGE

**AMENDED AND RESTATED DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS,
LIMITATIONS, EASEMENTS, AND APPROVALS
APPENDED TO THE DEDICATION AND THE PLAT OF
WESTLAKES, SECTIONS I, II, III, AND IV
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

WHEREAS, Westlakes Community Association Inc., an Indiana corporation, executed and placed of record that certain Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals Appended to the Dedication and the Plat of Westlakes, Section I, a Subdivision in Aboite Township, Allen County, Indiana, in the Office of the Recorder of Allen County, Indiana, recorded on October 19, 1994, as Document Number 940059970 as amended by that Document Number 960018895 recorded on April 10, 1996 ("Section 1 Covenants"); and ✓

WHEREAS, Westlakes Community Association Inc., an Indiana corporation, executed and placed of record that certain Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals Appended to the Dedication and the Plat of Westlakes, Section II, a Subdivision in Aboite Township, Allen County, Indiana, in the Office of the Recorder of Allen County, Indiana, recorded on November 17, 1994, as Document Number 940065260 ("Section 2 Covenants"); and ✓

WHEREAS, Westlakes Community Association Inc., an Indiana corporation, executed and placed of record that certain Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals Appended to the Dedication and the Plat of Westlakes, Section III, a Subdivision in Aboite Township, Allen County, Indiana, in the Office of the Recorder of Allen County, Indiana, recorded on July 3, 1996, as Document Number 960036724 ("Section 3 Covenants"); and ✓

WHEREAS, Westlakes Community Association Inc., an Indiana corporation, executed and placed of record that certain Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals Appended to the Dedication and the Plat of Westlakes, Section IV, a Subdivision in Aboite Township, Allen County, Indiana, in the Office of the Recorder of Allen County, Indiana, recorded on June 30, 1997, as Document Number 970034687 as amended by that Document Number 980021449 recorded on April 3, 1998 ("Section 4 Covenants", and together with the Section 1 Covenants, Section 2 Covenants, and Section 3 Covenants, collectively, the "Previous Covenants").

Westlakes Community Association Inc. hereby declares that it is the Owner of the real estate shown and described in this plat and does hereby lay off, plat, and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Westlakes, Lots 1 thru 207, a subdivision in Aboite Township, Allen County, Indiana.

The Lots 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 said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of the land included therein, their respective legal representatives, successors, grantees, and assigns. The Lots are numbered from 1 to 207 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 hereby expressly dedicated to public use, for their usual and intended purposes. All Owners of Lots in all sections of Westlakes shall be members of the Association and shall be entitled to the use and enjoyment of all property owned by the Association.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Westlakes Community Association, Inc., its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws initially adopted by Westlakes Community Association, Inc., and all amendments and additions thereto.

Section 3. "Architectural Committee" shall mean the Architectural Control Committee, composed of three members appointed by the Board. Members of this committee are responsible for approving any change request submitted by an Owner.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Board" shall mean the collective members of the HOA Management Team elected by the Owners.

Section 6. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 7. "Lot" shall mean either any of said Lots as platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of 50 feet in width at the established building line as shown on this plat.

Section 8. "Westlakes" shall mean and refer to the name by which the real estate which is the subject of this Declaration or any subsequent dedication of any additional sections of Westlakes shall be known.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as additional Sections of Westlakes.

Section 11. "Restrictions" shall mean and refer to these Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals appended to as part of the Dedication and Plat of Westlakes, Sections I, II, III, and IV.

Section 12. "Subdivision" shall mean Westlakes, a subdivision located in Aboite Township, Allen County, Indiana.

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 following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessments against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of the Association;
- (c) 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 members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. 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 2. The Association Voting Members shall be all Owners of Lots in the Subdivision and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (1) annual assessments or charges
- (2) special assessments for capital improvements
- (3) lot maintenance assessments or charges; such assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse, or neglect to make any payment of any Assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest, and any costs of collection.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of Westlakes, and for the improvement and maintenance of the lakes and all other Common Areas, including but not limited to, repair maintenance, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of the Association in connection therewith.

Section 3. Maximum Annual Assessments.

- (a) The maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above 15% by the affirmative vote or written assent of 51% of Owners.
- (c) The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. 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, the cost of construction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote or written assent of 51% of all members.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Any action authorized under Sections 3 and 4 and requiring an affirmative vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by the majority of votes cast at such meeting, but such vote is less than the requisite 51% of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 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, quarterly, or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, beginning January 1st of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for 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 8. Lot Maintenance Assessment. From and after the date construction of a single-family residence commences upon a Lot, it shall be the duty of the Lot Owner to perform all maintenance on the Lot, included but not limited to, cutting the grass, keeping the Lot free from weeds, and removal of all trash and debris. The Association, in its sole

discretion, may undertake such Lot maintenance under this Subparagraph (d) should the Lot Owner fail to do so. In that event, the Lot Owner shall immediately, upon written demand, reimburse the Association, its agents and/or independent contractors for all expenses incurred in performing such maintenance upon the Lot.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section I of this Article IV. The Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the Owner's Lot in accordance with the provisions of Section 1 of the Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgement and court order on a foreclosure of any first mortgage shall extinguish the Lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the Lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall, deck, swimming pool or spa, or other structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing:

1. the location of improvements on the Lot (site plan).
2. the location of the driveway on the site plan.
3. front, rear and side elevations.
4. the type of exterior materials (including delivery of sample thereof).
5. the type and location of the front yard lights shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. The Architectural Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Architectural Committee fails to approve or disapprove such plans within 60 days after receipt, such plans will be deemed approved. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed, or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Architectural Committee's prior written consent. The Architectural Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone by reason of any mistake in judgement, 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 Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Architectural Committee to recover any damages or to require the Architectural Committee 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 (s) of plans for review by the Architectural Committee, shall be deemed a guarantee or require the actual construction of the building of 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. In the event the Architectural Committee or the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article V, it shall be entitled to recover from the defendants reasonable attorney fees and costs incurred in such enforcement.

ARTICLE VI GENERAL PROVISIONS

Section 1 Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and

one-half stories in height. Each Dwelling Unit shall include not less than a two-car garage, which shall be built as part of said structure and attached thereto. As an exception to the foregoing use restriction, during any period that Lot 52 is owned by Diocese of Fort Wayne – South Bend, Inc., Lot 52 may be used solely as a driveway access between the streets of the Subdivision and the rectory building of St. Elizabeth Ann Seton Catholic Church adjacent to the Subdivision; provided, however, that if the Church parking lot on the Diocese property is ever joined by a driveway to the rectory building driveway so as to afford vehicular access from the Church parking lot across Lot 52 this special exception shall terminate.

Section 2 Home Occupations. No Lot shall be used for any purpose other than a single-family residence. A home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is:

- (a) No sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit;
- (b) No commodity is sold upon the Lot.
- (c) No person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit.
- (d) No mechanical or electrical equipment is used. Without limiting the generality of the foregoing, no Dwelling Unit shall be used in a primarily commercial or business nature which is attended by employees, independent contractors or other individuals receiving or expecting to receive compensation from the sale of goods or services, including, without limitation, use as a barber shop, styling salon, beauty parlor, licensed child care center or other licensed or regulated baby-sitting service, animal hospital, or any form of animal care or treatment such as dog trimming.

Section 3 Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Architectural Committee or Board of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit.

Section 4. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 5. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 6. Permits and Certificates. Before any Dwelling Unit on any Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 7. Time for Building Completion. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction. This includes the rebuilding of any structure destroyed by fire or natural disaster.

Section 8. Building Sizes. No Dwelling Unit shall be built on any Lot having a living area on the main structure, exclusive of one-story open porches, breezeways, or garages of less than 1,400 square feet for a one-story Dwelling Unit, nor less than 900 square feet on the ground floor, of a Dwelling Unit of more than one-story.

Section 9. Garages All Dwelling Units must have at least a full-size, attached, two-car garage.

Section 10. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear Lot line than the minimum building setback lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to side Lot

line, and no nearer than a distance of twenty-five (25) feet to a rear Lot line if there is no rear setback line shown on the recorded plat.

Section 11. Minimum Lot Size. The minimum Lot size for the placement of a dwelling unit is 6,250 square feet. The minimum width at the building setback line of a Lot is 50 feet.

Section 12. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workman like manner, and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of the principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lot, and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots. Roofs may be metal but must resemble a shingle design.

Section 13. Exterior Building Surfaces and Colors. All exterior building surfaces, materials, and colors shall be approved by the Architectural Committee.

Section 14. Yard Light. An automatic dusk to dawn light of a type and at a location approved by the Architectural Committee shall be installed and maintained by the Lot Owner on each Lot in front of the front Lot line.

Section 15. Driveways. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 16. Sidewalks. Plans and specifications for this Subdivision on file with the Allen County Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of Lots 10 through 18, 27 through 34, 43 through 50, 68 through 79, 93 through 105, 118 through 123, 136 through 141, 144 through 149, except that the sidewalk of Lot #68 shall extend from the head of the cul-de-sac and terminate at Lot #69, and on the west side of Lot 1 and 18, 85 and 101 and the east side of Lots 19, 34, 35, 50, and 155, and on the north side of Lots 171 through 177 and 188 through 192, and on the south side of Lots 124 and 142. Installation of said sidewalks shall be the obligation of the Owner of any such Lot, shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such Lot and the cost of installation shall be a lien against such Lot enforceable by the Allen County Plan Commission or its successor agency

Section 17. Fencing. The only fencing permitted shall not exceed four (4) feet in height, or a privacy fence around an immediate patio of not more than six (6) feet high which must be approved by the Architectural Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Committee. A variety of materials may be used inclusive of metal materials. Detailed material descriptions must be included in submissions to the Architectural Committee.

Section 18. Pools and Hot Tubes. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and eighteen (18) inches deep shall be placed or maintained on any Lot without the prior written approval of the Architectural Committee in accordance with Article V.

Section 19. Mailboxes. The initial type and location of mailbox stations shall be the responsibility of the United States Postal Service.

Section 20. Radio/ Television Antenna/Solar Panels No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height of six (6) feet above the highest point of the roof shall be attached to any Dwelling Unit. No free-standing radio or television antenna shall be permitted on any Lot. Solar panels are allowed but only with the approval of the Architectural Committee.

Section 21. Duty to Repair and Rebuild.

- (a) Each Lot Owner shall, at his sole cost and expense, repair his Dwelling Unit, keeping the same in a condition comparable to the condition of such Dwelling Unit at the time its initial construction was completed, excepting only usual wear and tear.
- (b) If all or any portion of a Dwelling Unit is destroyed by fire or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling Unit in a manner which will substantially restore it to its condition as existed immediately prior to the casualty. No improvement upon a Lot which has been partially or totally destroyed by fire or other casualty shall remain in such condition for more than three (3) months from the time such destruction or damage occurred.

Section 22. Utility and Underground Drainage Requirements. Easements for the installation and maintenance of utilities and underground drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm, poles, or television service (except such poles and overhead facilities that may be required at those

places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than two hundred (200) amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance, and replacements of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn, or landscaping which may result from installation, repair, or maintenance of such service.

Section 23. Surface Drainage. Surface Drainage Easements and Common Areas 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 suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition during and after construction and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 24. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets shown on this plat are hereby reserved and granted to the Association, and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 22 and 23 or this Section 24 of Article VI, 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 governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 25. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as follows: All Dwelling Units to be constructed on the Lots designated herein shall be constructed at or above the minimum flood protection grades. Such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The flood protection grade for Lots 1 through 9, 19 through 26, and 51 through 53 are 842.20 feet above mean sea level, and Lots 196 and 197 are 851.1; Lots 194 and 195 are 850.7; Lots 179 and 180 are 854.0; Lots 172 and 173 are 852.6 feet above mean sea level.

Section 26. Individual water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any lots. Rain collection for the purpose of gardening and landscaping is allowed, however plans must be submitted to the Architectural Committee for approval in advance.

Section 27. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as sump pump water discharge, roof water, street pavement, and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, 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 above-mentioned Storm Water and Surface Water Runoff Sewer System.

Section 28. Use of Other Structures and Vehicles.

Vehicles

No vehicles; trailer, boat, truck (other than a pickup), commercial vehicle, recreational vehicle (RV), all terrain vehicle (ATV), camper or camping trailer, shall be permanently parked or used on any Lot, or adjacent to any Lot, public street, or right-of-way within the Subdivision at any time, or used as a residence either temporarily or permanently. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any Lot or on any street. No trailer, boat, truck, or other vehicle, an automobile, shall be parked on any street for a period in excess of eight days in any one calendar year.

Other Structures

No structures of a temporary character shall be permissible. No shack, garage, barn, doghouse, or tent is allowed. Structures of a more permanent character such as a garden/storage shed (limited to 120 square feet not more than 10 feet high), gazebo, outdoor kitchen, or greenhouse may be allowed if submitted on an approved form and subsequently approved by the Architectural Committee.

Section 29. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

Section 30. Drilling, Refining, Quarrying, 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. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

Section 31. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) feet advertising such Lot for sale or rent. This restriction shall not prohibit the placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

Section 32. Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in approved sanitary containers. No outside incinerators shall be kept or allowed on any Lot. Refer to Ft Wayne City Code 50.05 as to requirements for storage of approved sanitary containers. Bins stored between pickups should be at least 10' back from frontal elevation, and shielded from public view.

Section 33. Fires No outdoor fires for the purposes of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision. Fire pits are permitted only in accordance with Fort Wayne City Code governing such use.

Section 34. Rights of Ingress and Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the Plans and Specifications for the Subdivision. No access shall be permitted to Homestead Road from any Lot including, without limitation, Lots #65, 66, 67, 92, 93, 179, 180, 181, 194, and 195.

Section 35. Enforceability The Association, the Allen County Plan Commission, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, the Allen County Plan Commission, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 36. Partial Invalidation. Invalidation of any one of the provisions of these Restrictions by judgment or court order shall in no way affect any other provision(s) which shall remain in full force and effect.

Section 37. Covenants, Restrictions, and Extensions. The covenants and restrictions herein contained shall run with the land, and be amended as needed and as deemed by the Board of Directors. These Covenants and Restrictions may be amended by an instrument signed by not less than 51% of the Lot Owners.

IN WITNESS WHEREOF, the undersigned has verified that at least seventy-five percent (75%) of the Owners have voted in favor of adopting these Protective Restrictions, this 10 day of SEPTEMBER 2026.

WESTLAKES COMMUNITY ASSOCIATION, INC.

By: Thomas D. Uhrick
Printed: Thomas D. Uhrick
Its: President

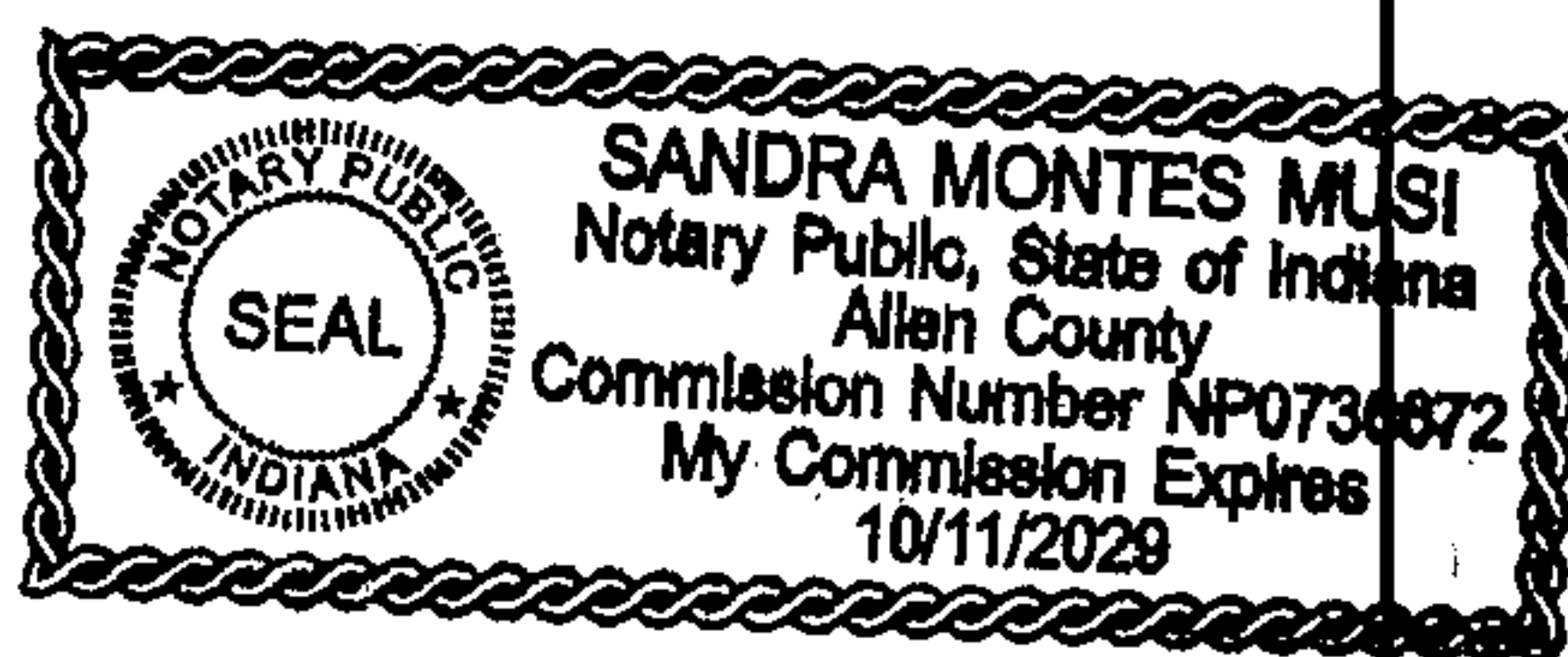
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared THOMAS D. UHRICK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Westlakes Community Association, Inc., an Indiana nonprofit corporation, and that he executed the same as the act of such Westlakes Community Association, Inc. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of SEPTEMBER, 2026.

My Commission Expires: 10/11/2029
Commission Number: NP0736672

Sandra Montes Musi, Notary Public
Resident of ALLEN County



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

^{AND}
This Instrument Prepared by: Zach Zehner.

EXHIBIT "A"
VOTES OF OWNERS

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 017

Signature [Signature]

Printed Name BRANDON SYDER

Lot Number 04

Signature [Signature]

Printed Name Shane Mellenger

Lot Number 046

Signature [Signature]

Printed Name Eric L. Schmitz

Lot Number 010

Signature [Signature]

Printed Name Emily Cozad

Lot Number 030

Signature [Signature]

Printed Name Zach Crow

Lot Number 08

Signature [Signature]

Printed Name MINA PATEL

Lot Number 015

Signature [Signature]

Printed Name Anthony Berghoff

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

SEC 1
(43)

Date _____

In Witness of _____

BAILEY HAS ORIGINAL

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 003

Signature [Signature]

Printed Name Sean Asala Annmarie Asala

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

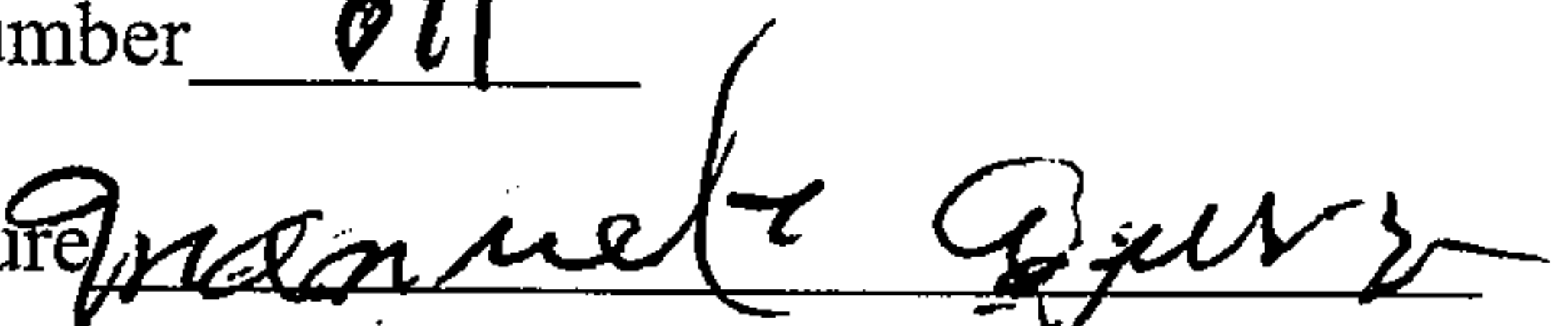
Printed Name _____

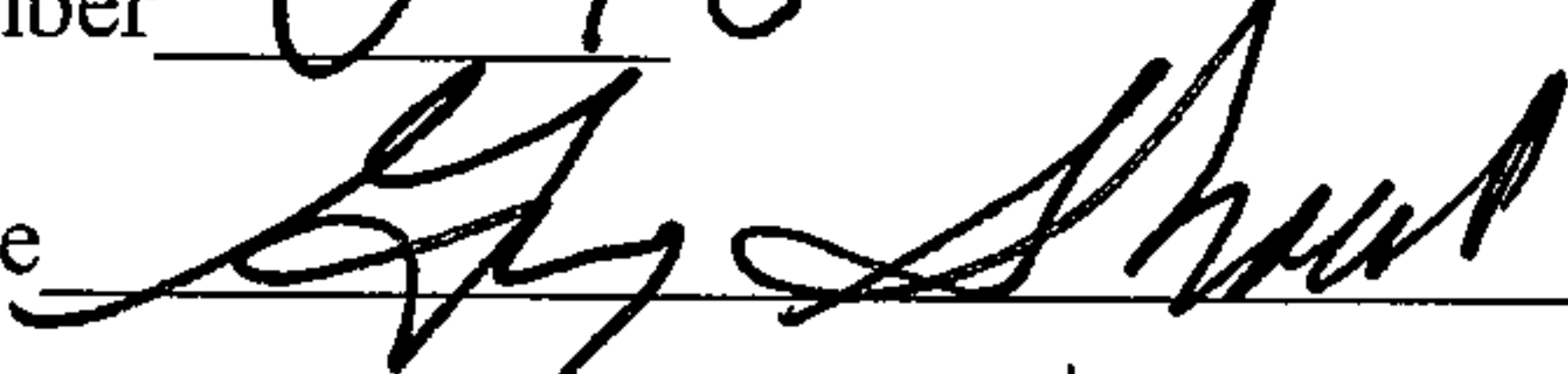
Date _____

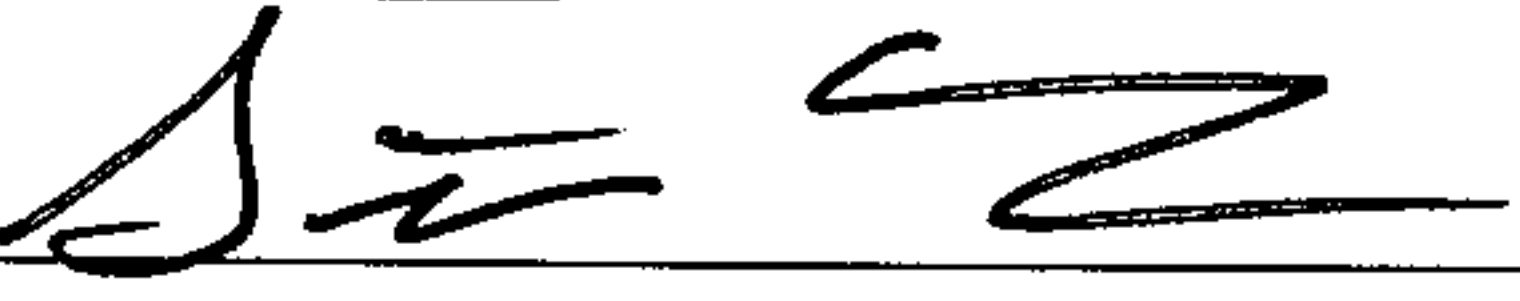
In Witness of _____

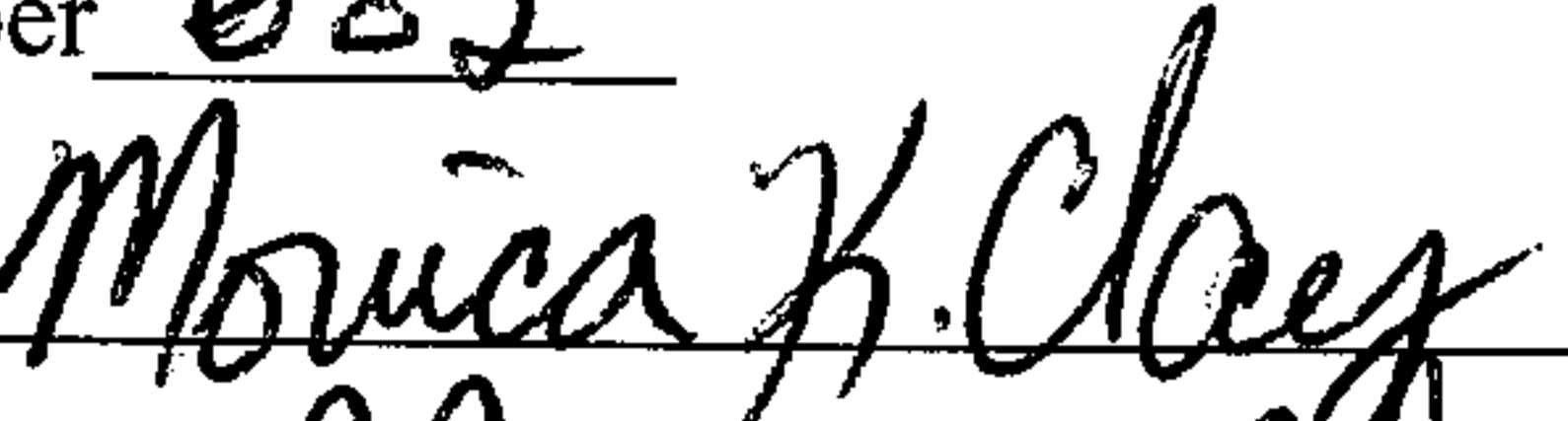
IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

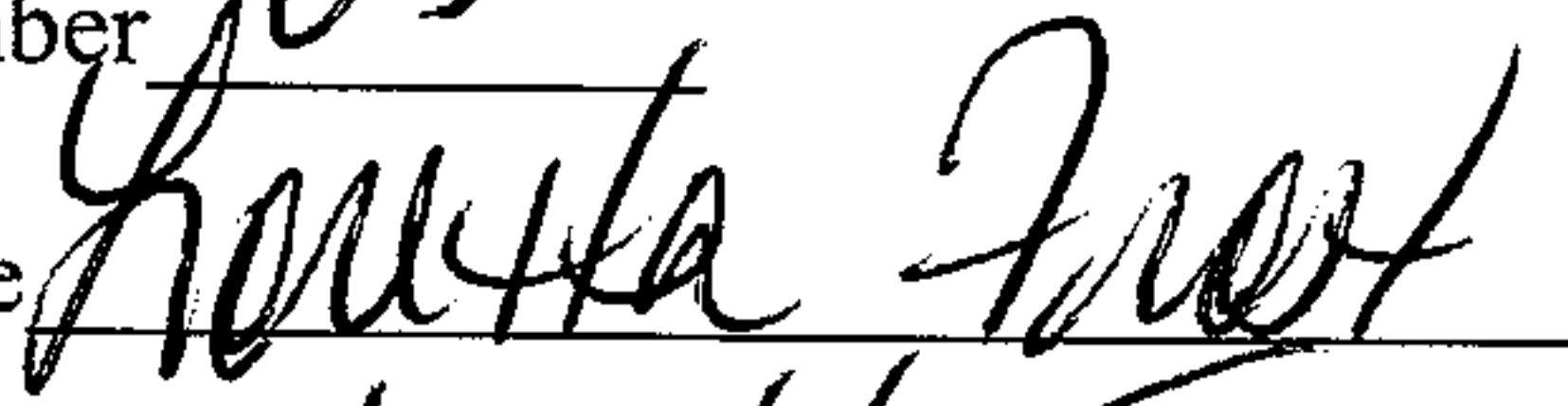
Lot Number 034
Signature 
Printed Name Melissa Didier

Lot Number 011
Signature 
Printed Name MANOL AGUILLOO

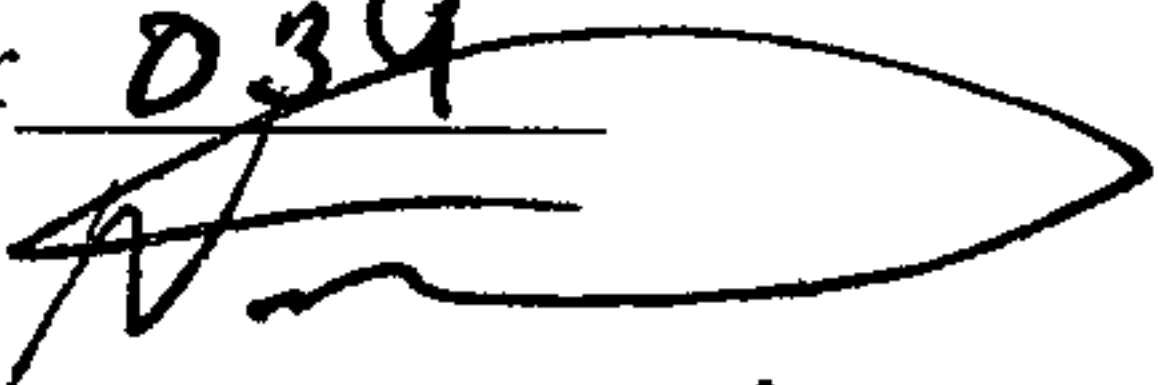
Lot Number 048
Signature 
Printed Name Greg Shoup

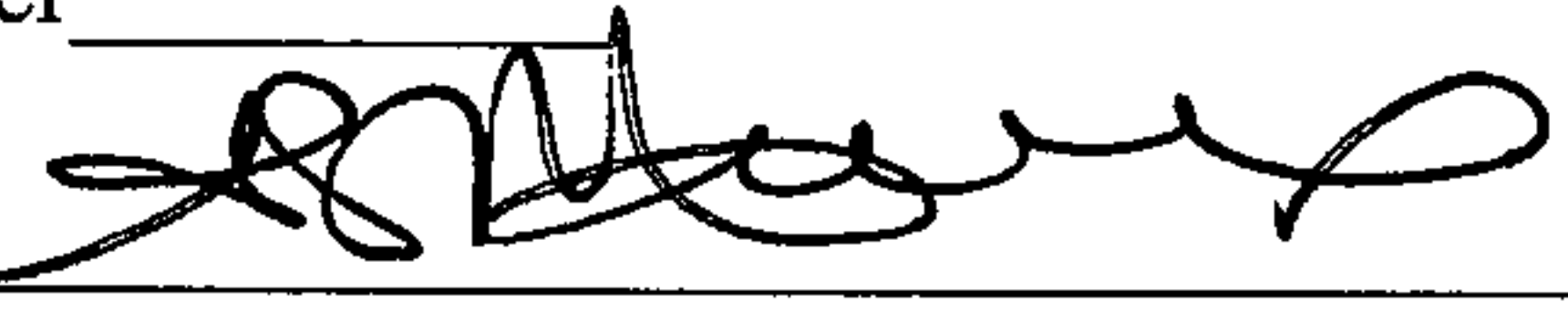
Lot Number 045
Signature 
Printed Name Set L Keyes

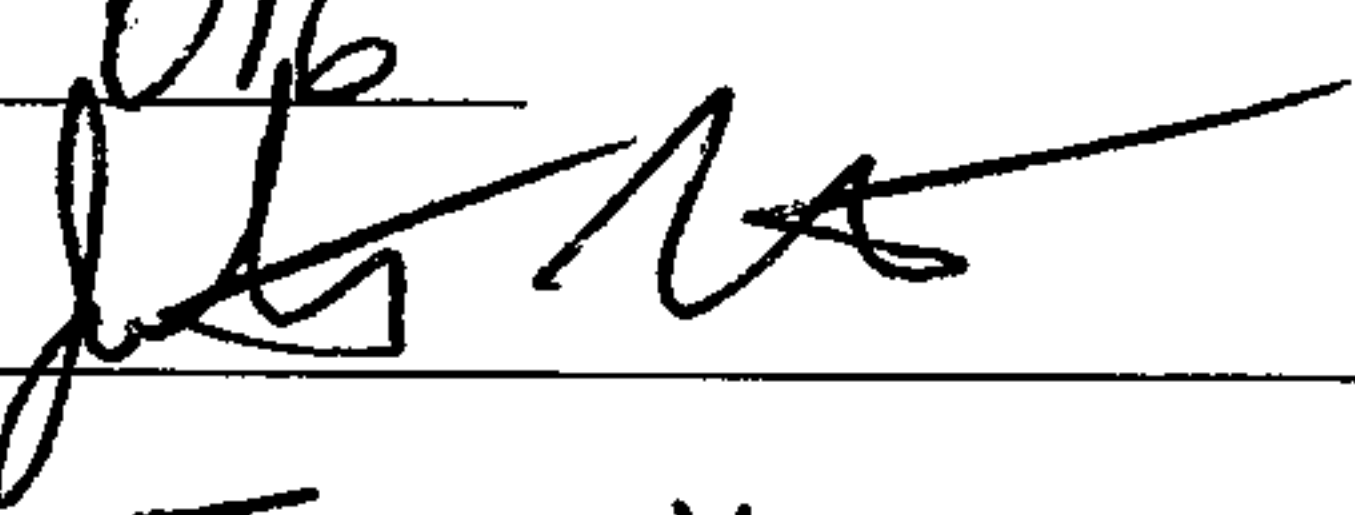
Lot Number 032
Signature 
Printed Name Monica Clay

Lot Number 05
Signature 
Printed Name Loretta Frost

Lot Number 041
Signature 
Printed Name Samantha Preece

Lot Number 039
Signature 
Printed Name Nash Hedli

Lot Number 047
Signature 
Printed Name Alana S Minix

Lot Number 016
Signature 
Printed Name Jonathan Krath

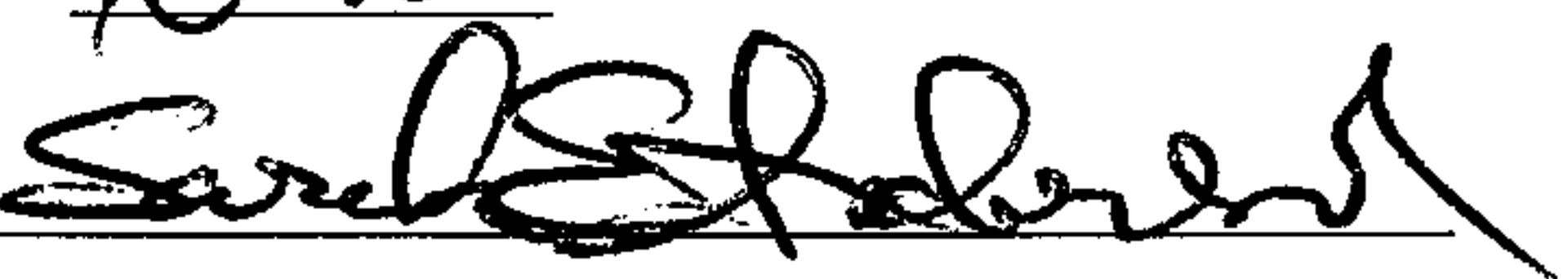
Lot Number 02
Signature 
Printed Name Susan J. Will

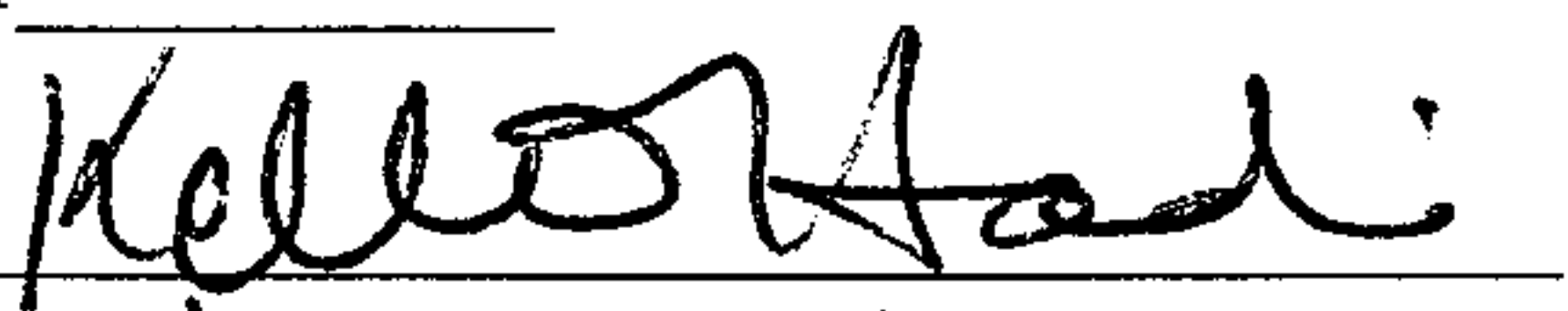
Lot Number 06
Signature 
Printed Name Barb Cole

Date _____

In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 012
Signature 
Printed Name Sarah Anderson
(Dailey)

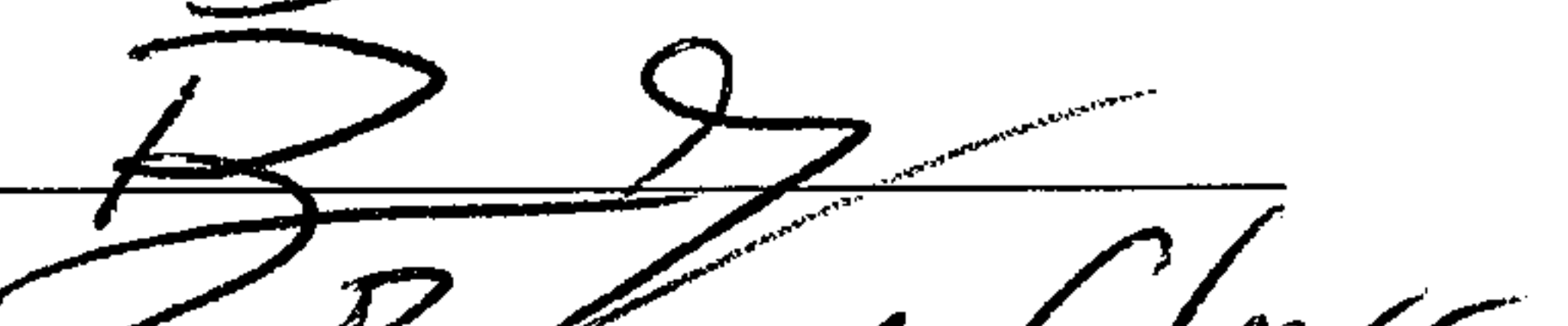
Lot Number 039
Signature 
Printed Name Kellie Hadi

Lot Number 024
Signature 
Printed Name Rudy Jimenez

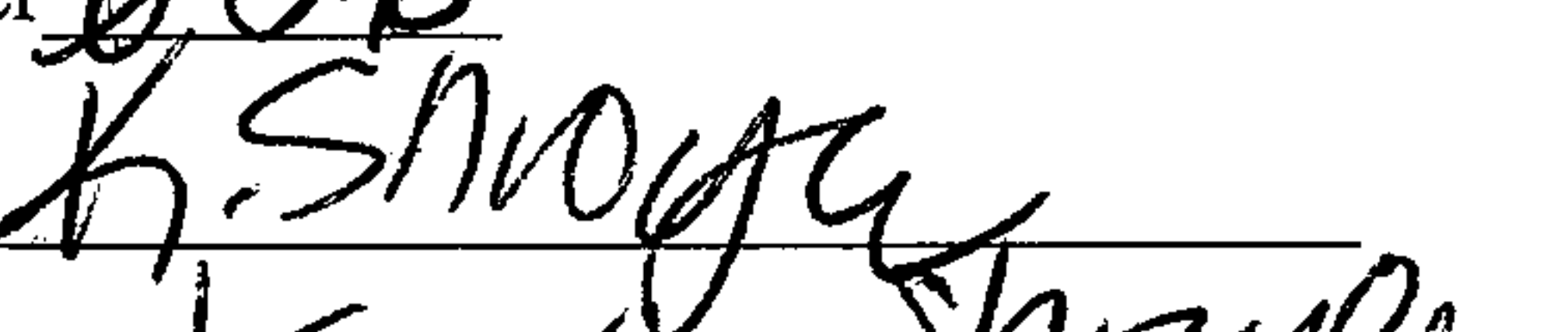
Lot Number 014
Signature 
Printed Name Michael Rorick

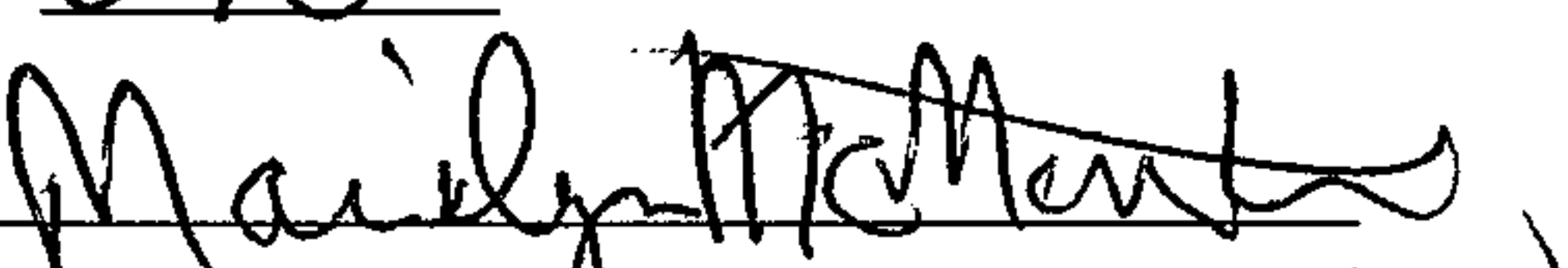
Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number 013
Signature 
Printed Name Brian Glass

Lot Number 038
Signature 
Printed Name Adrian Acosta

Lot Number 020
Signature 
Printed Name Kayla Shroyer

Lot Number 043
Signature 
Printed Name Marilyn McMartin

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Date _____

In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 003

Signature [Handwritten Signature]

Printed Name Sean Asiata Annmarie Asiata

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

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Printed Name _____

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Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Date _____

In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 082
Signature DeLoise Lewis
Printed Name DeLoise Lewis

Lot Number 093
Signature Heather Morris
Printed Name Heather Morris

Lot Number 66
Signature Bray Reichenbach
Printed Name Bray Reichenbach

Lot Number 96
Signature Jeffrey Jones
Printed Name JEFFREY JONES

Lot Number 102
Signature Htar Htar Lin
Printed Name Htar Htar Lin

Lot Number 78
Signature Daniel Cole
Printed Name Daniel Cole

Lot Number 075
Signature Freddie Benson
Printed Name Freddie Benson

Lot Number 56
Signature Emily Edsall
Printed Name Emily Edsall

Lot Number 086
Signature MOHAMMED IRFAN KHAN
Printed Name MOHAMMED IRFAN KHAN

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot _____
Signature _____
Printed Name _____

Date _____

In Witness of _____

SECTION 2
42 42
43

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 069

Signature Susan Twiggs

Printed Name Susan Twiggs

Lot Number 063

Signature Carol Hartshorn

Printed Name Carol Hartshorn

Lot Number 77

Signature Aaron Higgin

Printed Name Aaron Higgin

Lot Number 092

Signature Chantel Stoves

Printed Name Chantel Stoves

Lot Number 099

Signature Anthony Ford

Printed Name Anthony Ford

Lot Number 105

Signature Melisa Baerle

Printed Name Melisa Baerle

Lot Number 65

Signature Scott Kammerer

Printed Name SCOTT KAMMERER

Lot Number 55

Signature Matt Solem

Printed Name Matt Solem

Lot Number 090

Signature Sharon K Dennis

Printed Name SHARON K DENNIS

Lot Number 098

Signature Burhan Siddiqui

Printed Name BURHAN SIDDIQUI

Lot Number 101

Signature Nancy Heard

Printed Name NANCY HEARD

Lot Number 080

Signature Rick D. Foltz

Printed Name RICK D. FOLTZ

Date _____

In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 857
Signature 
Printed Name John Conner

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
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Lot Number _____
Signature _____
Printed Name _____

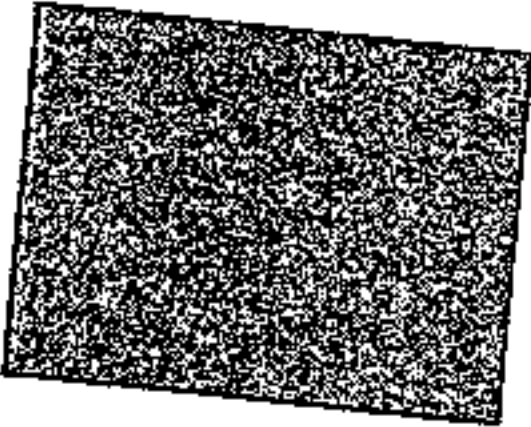
Lot Number _____
Signature _____
Printed Name _____

Date _____ In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

AUG 13 2026

Lot Number 091
Signature [Signature]
Printed Name Kim Uyen Nguyen



Lot Number 091
Signature [Signature]
Printed Name Trang Tran

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
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Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Date _____

In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 117
Signature [Signature]
Printed Name Aaron Belcher

Lot Number 122
Signature [Signature]
Printed Name Christopher Malnam

Lot Number 107
Signature [Signature]
Printed Name Ron McKibben

Lot Number 139
Signature [Signature]
Printed Name Jason Witzigreuter

Lot Number 140
Signature [Signature]
Printed Name Todd Williams

Lot Number 130
Signature [Signature]
Printed Name Peggy Schlutz

Lot Number 154
Signature [Signature]
Printed Name Ryan Abbott

Lot Number 146
Signature [Signature]
Printed Name Kris Gennett

Lot Number 147
Signature [Signature]
Printed Name Teri Folds

Lot Number 120
Signature [Signature]
Printed Name Bill Busch

Lot Number 119
Signature [Signature]
Printed Name Matt Woodburn

Lot Number 152
Signature [Signature]
Printed Name al Taylor

Date _____

SEC 3
39

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 142
Signature [Signature]
Printed Name Layth Abboud

Lot Number 155
Signature [Signature]
Printed Name AMJAD MASOOD

Lot Number 148
Signature Melissa Quade
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number 133
Signature [Signature]
Printed Name TIMOTHY DAWSON

Lot Number 136
Signature [Signature]
Printed Name Lebru Berning

Lot Number 109
Signature [Signature]
Printed Name Joy Mays Esq.

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Date _____

In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 153
Signature [Signature]
Printed Name Rick Trosky

Lot Number 127
Signature [Signature]
Printed Name Eric Geders

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number 129
Signature [Signature]
Printed Name Annette Chivers

Lot Number ~~701~~
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

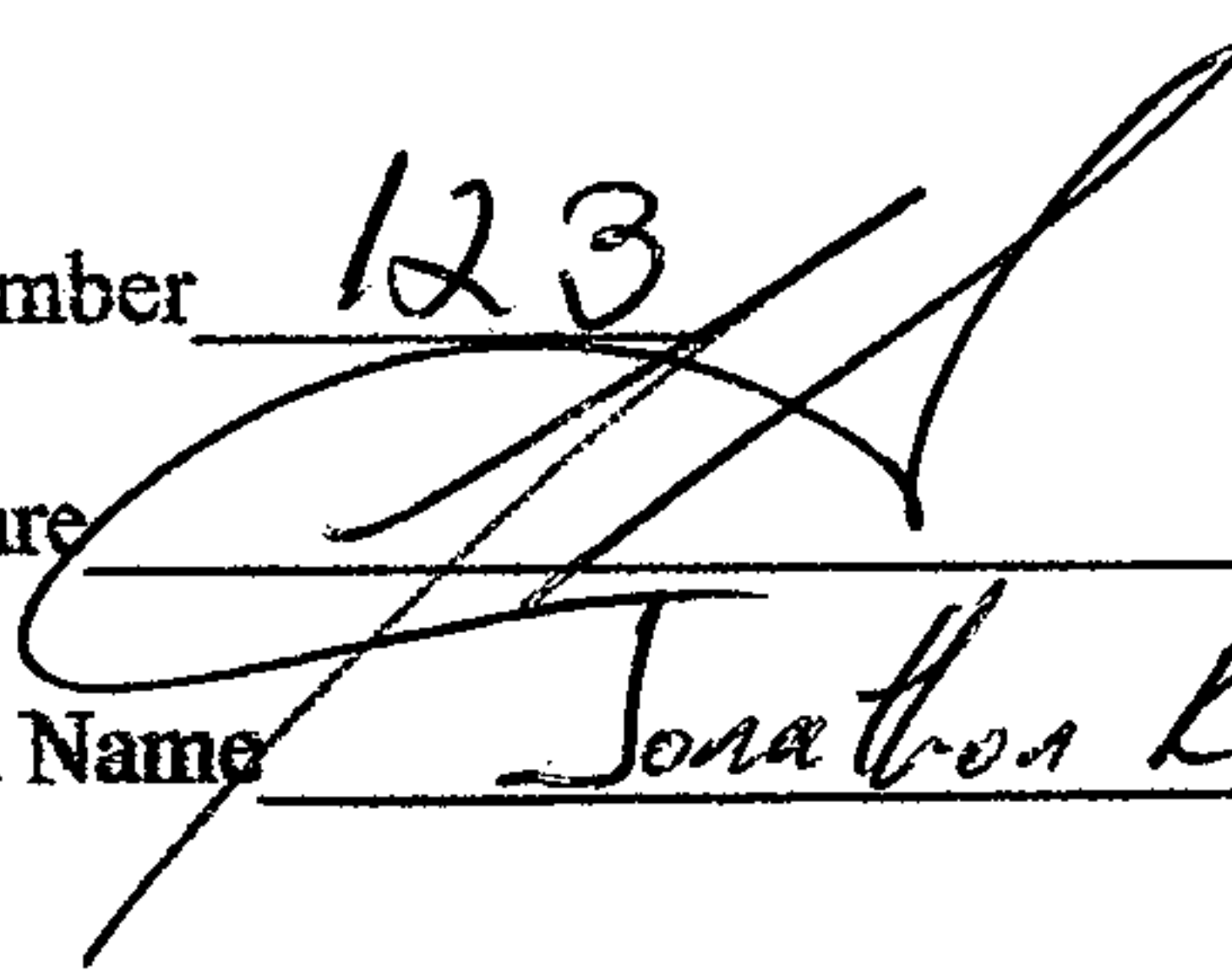
Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Date _____ In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 123
Signature 
Printed Name Jonathon L. Albright

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
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Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Date _____

In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

AUG 19 2026

Lot Number 114

Signature Adam & Anita

Printed Name Adam Jeffries & Anita Arellano Jeffries

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

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Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Lot Number _____

Signature _____

Printed Name _____

Date _____

In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 182

Signature J Schenkel

Printed Name Jennifer Schenkel

Lot Number 172

Signature Kelly Harris

Printed Name Kelly Harris

Lot Number 190

Signature Gregory Geneseo

Printed Name Gregory Geneseo

Lot Number 159

Signature Kimberly Taylor

Printed Name Kimberly Taylor

Lot Number 177

Signature Penny Slater

Printed Name Penny Slater

Lot Number 186

Signature Cameron Dengerich

Printed Name Cameron

Lot Number 183

Signature Larry Luckert

Printed Name Larry Luckert

Lot Number 195

Signature Michael Sands

Printed Name Michael Sands

Lot Number 161

Signature Anna Pettit

Printed Name Anna Pettit

Lot Number 180

Signature Ahmet Jason Whoren

Printed Name Ahmet Jason Whoren

Lot Number 185

Signature Bailey R. Evans

Printed Name Bailey R. Evans

Lot Number 198

Signature Jonny Bannister

Printed Name Jonny Bannister

Date _____

SEC 4

(41)

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 187
Signature [Signature]
Printed Name JIM UECKER

Lot Number 197
Signature [Signature]
Printed Name Brenda Sadfank

Lot Number 167
Signature [Signature]
Printed Name Emma Mungovan

Lot Number 184
Signature [Signature]
Printed Name Jay Stedill

Lot Number 163
Signature [Signature]
Printed Name Canisa Lantz

Lot Number _____
Signature _____
Printed Name _____

Lot Number 174
Signature [Signature]
Printed Name DWAYNE L MCGY

Lot Number 166
Signature [Signature]
Printed Name Thomas Munson Jr

Lot Number 181
Signature [Signature]
Printed Name Nancy Ruder

Lot Number 164
Signature [Signature]
Printed Name Gustavo Sanchez

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Date _____

In Witness of _____

MAILED IN

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 176
Signature Michelle M. Collins Austin
Printed Name Michelle M. Collins Austin

Lot Number 176
Signature Kenneth R. Austin
Printed Name Kenneth R. Austin

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
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Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Date 08/02/26

In Witness of _____

IN WITNESS WHEREOF, the undersigned Lot Owner or Owners consent to approve the Westlakes Community Association Restated and Amended Covenants on the date indicated below.

Lot Number 176
Signature Michelle M. Collins Austin
Printed Name Michelle M. Collins Austin

Lot Number 176
Signature Kenneth R. Austin
Printed Name Kenneth R. Austin

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
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Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Lot Number _____
Signature _____
Printed Name _____

Date 08/02/26

In Witness of _____

pgarnold3@att.net

From: Bailey@abcmanagement.org
Sent: Thursday, August 13, 2026 4:21 PM
To: 'Julie Shackley'; 'Kay Porter'; 'Phil Arnold'; 'Ray Gillies'; 'Tom Uhrick-Westlakes'
Subject: Westlakes - Signatures

Board,
We received another signature mailed in.

LOT #91
10823 LAKE TAHOE
HAD SIGNED @ EVENT.

Bailey Mygrant
Community Manager

Above & Beyond Community Management Inc
507 Airport North Office Park
Fort Wayne, IN 46825
260.490.2226 x202
Office Hours 8:30 – 4:30 M-F