

Revised July 25, 2024

AMENDED AND RESTATED DEDICATION, PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
AND MADE PART OF THE DEDICATION AND PLAT OF THE HAMLETS OF  
WOODLAND RIDGE, SECTIONS VI, VII and VIII, A SUBDIVISION IN ABOITE  
TOWNSHIP, ALLEN COUNTY, INDIANA

Cross Reference to Document Nos: 88-029715; 90-041561; 90-045155; 90-045156;  
2014024664; 92-000850; 95-011942; 970004175; 9700004176; 200068461; 204039143;  
2009048687

The undersigned, representing at least an aggregate seventy-five percent (75%) of the owners of all lots that comprise The Hamlets of Woodland Ridge Section VI, Section VII, and Section VIII ("Subdivision" as defined below), situated within one of the following Sections thereof:

- (i) Section VI & VII, a Subdivision in Aboite Township, Allen County, Indiana, as recorded with the Office of the Recorder of Allen County, Indiana at Doc. No. 88-029715, and Plat Cab A, Page 85; Grant of an Agreement for Roadway and Utility Line Easement at Doc. No. 90-041561; Amendment to Restrictive Covenants at Document No. 90-45155; Utility and Drainage Easement Lot No. 181 at Doc. No. 90-45156; and the First Amendment to the Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to and Made Part of the Dedication and Plat of the Hamlets of Woodland Ridge, Section VI and VII, recorded June 5, 2014, as Document No. 2014024664
- (ii) Section VIII, a Subdivision in Aboite Township, Allen County, Indiana, as recorded with the Office of the Recorder of Allen County, Indiana at Doc. No. 92-000850, and Plat Cab B, Page 73; as revised by Grant of Water and Sanitary Sewer Easement at Doc. No. 95-011942 as revised by Dedication of Utility Easement at Doc. No. 970004175 and Doc. No. 9700004176; Declaration of Utility Easements Affecting Parts of Lot 135 and Lot 136 at Doc. No. 2000068461; Subjection of Additional Land to Restrictive Covenants at Doc. No. 204039143; and Grant of Distribution Easement at Doc. No. 2009048687.

do hereby approve this Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended and Made a Part of the Plats of The Hamlets of Woodland Ridge, Sections VI, VII, and VIII, ("Covenants" as defined below). These Covenants shall amend and replace those covenants for the Subdivision recorded on July 25, 1988, January 7, 1992, and amended June 5, 2014, in the Allen County Recorder's Office. These Covenants shall in no way amend, alter, modify or

otherwise affect the individual separately recorded Plats (defined below) of The Hamlets of Woodland Ridge, or the streets and easements specifically shown or described therein expressly dedicated for their usual and intended purpose.

These Covenants shall be for the mutual benefit and protection of the owners - present and future - of any, and all, real estate within said Subdivision, shall run with and be binding on the real estate and the Owners of the Lots, and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, successors, grantees and assigns, and the Association.

## ARTICLE I DEFINITIONS

Section 1. “Association” shall mean and refer to Hamlets West Homeowners Association, Inc., and its successors and assigns.

Section 2. “Board of Directors” or “Board” shall mean and refer to the members, individually and collectively, of the Board of Directors of the Association.

Section 3. “By-Laws” shall mean the By-Laws adopted by the Association, and all amendments and additions as may be adopted to the By-Laws from time to time.

Section 4. “Capital Expenditures” shall mean monies spent or debts incurred by the Association for additions, betterments and total replacement of capital improvements, including real property and related fixture improvements, as may be determined by the Board.

Section 5. “Committee” shall mean the Architectural Control Committee of the Association or any other Committee designated by the Board.

Section 6. “Common Area” shall mean all real estate owned by the Association for the common use and enjoyment of the Owners designated on the Plat for the various sections of the Subdivision, including the property comprising the existing pool and tennis court facilities which are reserved also for surface drainage and storm drainage designated as Block “O”, Block “P”, Block “Q”, Block “R”, Block “S”, Block “T”, Block “U” in the Hamlets of Woodland Ridge, Section VIII, and Block “W” and Block “Y” in the Hamlets of Woodland Ridge, Section VI and VII. Block “Z” was removed as common area and became Lots Z by virtue of that First Amendment to the Declaration of Protective Restrictions, Covenants, Limitations and Easements, and Approvals appended to and made part of the Dedication and Plat of the Hamlets of Woodland Ridge Section VI and VII recorded on June 5, 2014, as Document No. 2014024664.

Section 7. “Covenants” shall collectively mean the restrictions, requirements,

easements and obligations established herein, referred to as the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended and Made Part of the Dedication and Plat of The Hamlets of Woodland Ridge for Sections VI, VII and VIII.

Section 8. “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 9. “Lot” shall mean either any of said lots as platted or any tract or tracts of real property 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 these Covenants, as may be amended, provided, however, no tract of real property consisting of part of any one lot shall be considered a “LOT” unless said tract of real property meets or exceeds the minimum dimensional requirements established in Article VIII. The Lots are numbered as Lot Z, Lots 97 through 117 and Lots 172 through 190 in Sections VI and VII, and Lots 118 through 171 in Section VIII.

Section 10. “Maintained Area” shall mean the land or area subject to the landscape maintenance contract and snow removal contract, including the Common Area and Lots, but excluding yard lights, patios, structures on the Lots and the Non-Maintained Area.

Section 11. “Non-Maintained Area” shall mean the land or area not subject to the landscape maintenance contract and shall mean and include private courtyards, flower gardens, wild areas retained or returned to their natural state, annuals or perennials (eg. flowers, roses, trees and shrubs) caused to be planted on a Lot, together with indigenous trees (e.g. those growing, or living, naturally within an area prior to the development of the Subdivision and special surface coverings such as lava rock, special gravel and special mulch caused by the record owner of the Lot. The term “Non-Maintained Area” shall also include the particular areas as shown on drawings from the Board or the Committee, as may be amended from time to time.

Section 12. “Non-Owner Occupied Dwelling.” A Dwelling Unit that is rented or leased by the Owner during the rental period (whether a long term or a short term rental) where (i) the Owner of the Dwelling Unit, or the Owner’s spouse, or one or more of the Owner’s parents or a parent of the spouse of the Owner, or one or more of the Owner’s children or a spouse of one of the Owner’s children is not a full-time occupant of the Dwelling Unit; or (ii) in the case of a Dwelling Unit owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Dwelling Unit during the rental period; or (iii) in the case of a Dwelling Unit owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Dwelling Unit during the rental period; (iv) or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation’s local, regional or national unit or chapter is not a full-

Revised July 25, 2024

time occupant of the Dwelling Unit during the rental period. Under this definition, a short-term Non-Owner Occupied Dwelling is one that is leased for a period of three months or less, and a long-term Non-Owner Occupied Dwelling is one that is leased for a period greater than three months.

Section 13. “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 a part of the Subdivision, including land contract sellers and landlords, but excluding those having such interest merely as, *inter alia*, security for the performance of an obligation. The term “Owner” shall also include spouses, trustees or beneficiaries of trusts or custodial accounts if they reside on the Lot.

Section 14. “Plat” or “Plats” shall collectively mean the originally recorded plats of The Hamlets of Woodland Ridge identified in items (i) and (ii) in the introductory paragraph of these Covenants.

Section 15. “Subdivision” shall collectively mean The Hamlets of Woodland Ridge, Sections VI, VII and VIII, a subdivision located in Section 27 in Aboite Township, Allen County, Fort Wayne, Indiana. Sections VI, VII and VIII have become known as “The Hamlets of Woodland Ridge West” to distinguish these sections from The Hamlets of Woodland Ridge Sections I through V, which is a separate subdivision administered by a separate association.

## ARTICLE II PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner’s Easement of Enjoyment. Each Owner shall have the right and license of enjoyment in and to the Common Area which shall be owned by the Association, and which shall be appurtenant to and pass with the title to each 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 (e.g. pool rental).

b. the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner not in good standing with the Association. A member is not in good standing if (i) assessments against the Owner’s Lot remains unpaid for a period of six (6) months, Owner’s voting right and rights to use the recreational facilities shall be suspended until the overdue assessments are paid, or (ii) is deemed to be in violation of these covenants or any published rules or regulations not involving the payment of assessments, including but not limited to a swimming pool use agreement, in which case the voting rights shall be suspended until the violation is cured, Thursday, July 25, 2024 and the rights to use the recreational facilities shall be suspended for a period not to exceed one hundred twenty (120) days;

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, subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded. However, the Board has the authority to dedicate or transfer any part of the Common Area subject to, or in settlement of, a filed or threatened action of eminent domain by any governmental unit, agency or utility with the power to do so, without first obtaining the approval of the members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the Owner's right of enjoyment to the Common Area and facilities to the members of the Owner's family, permitted tenants, or land contract purchasers who reside on the Owner's Lot.

Section 3. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license, or privilege to erect or use or permit the use of overhead wires poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). These Covenants shall not 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 electrical public utility shall be provided by the owners of all Lots and shall carry not less than three wires and have a capacity of not less than two hundred 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 replacement 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 4. Surface Drainage. Surface drainage easements and common areas used for drainage purposes as shown on the recorded plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a 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 and the proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

Section 5. Use of Private Streets and Related Easements. In addition to the utility easements designated on the Plat, or provided for in these Covenants, easements in the private streets as shown on the Plat are reserved and granted to the Association and any public or quasi-

Revised July 25, 2024

public utility company engaged in supplying utility services, 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 as to maintenance and repair of the streets. The obligation to repair and maintain said streets shall be assumed by the Association (the Owners shall remain jointly and severally liable for such obligations), so long as the streets have not been dedicated to, and accepted by, the City of Fort Wayne, or any successor governmental entity with jurisdiction over streets. The Board shall have the unfettered right, but not obligation, to dedicate said streets to such governmental entity.

Section 6. Ingress and Egress Rights. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the Plat.

### ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association and needs to be and remain a member in good standing, according to the terms of these Covenants and the By-Laws, to be afforded all rights under the Covenants. Membership shall be appurtenant to, and not be separated from, ownership of any Lot which is subject to assessment.

Section 2. All Owners of Lots in the Subdivision 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; however, 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 a Lot by the acceptance of a deed for their Lot, whether or not it is expressed in the deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments; and (2) special assessments for capital improvements; such assessments to be established and collected as provided in the Covenants and By-Laws. All unpaid assessments beyond the due date shall be an amount as provided for in the By-Laws and be subject to any and all service charges imposed by the Board. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board may in its discretion declare the entire balance of unpaid assessments to be due and payable, with interest, and file a written Notice of Lien against said Owner's Lot in the Office of the Recorder of Allen County, Indiana, which said 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 fees, title expenses, interest and any costs of collection.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be for the purpose of promoting the recreation, health, safety and welfare of residents of the Subdivision and including but not limited to the improvement and maintenance of i) all the Common Area, including, but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, tennis court and pool facilities, lawn care, snow removal, insurance, taxes, ii) any Maintained Area, iii) the easement areas and improvements or facilities described in Article II and iv) all other things necessary or desirable in the opinion of the Board for the health, safety, welfare, or enjoyment of the members. In addition, the assessments levied by the Association shall also be for the purpose of providing certain property maintenance services for the benefit of any Lot Owner desiring such services as more fully described in Article VI.

## ARTICLE V ASSOCIATION ASSESSMENTS

Section 1. Maximum Annual Assessments. The maximum annual assessment shall be Two Thousand Five Hundred Eighty and No/100 Dollars (\$2,580.00) per Lot. The fiscal year will be established and may be changed from time to time under the By-Laws. The Association, having been established prior to June 30, 2009, for purposes in IC 32-25.5-1-1, has the sole authority to establish and approve a budget.

a. The maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year by the Board, without a vote of the membership.

b. The maximum annual assessment may be increased each year by more than ten percent (10%) above the maximum assessment for the previous year by the Board, only with the written assent or vote (in person or by proxy) of fifty-one percent (51%) of the members.

Section 2. Special Assessment For Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement made upon and to the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of the members unless the special assessment is under the amount specified in the By-Laws that can be approved by the Board of Directors.

Section 3. Notice and Quorum For Any Action Authorized Under Sections 1 and 2. Any action authorized under Sections 1 or 2 of this Article V above and requiring a 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 thirty

Revised July 25, 2024

days but not more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting (in person or by proxy), but such vote is less than the requisite fifty-one percent (51%) of the members, members may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not less than thirty (30) days from the date of such meeting.

Section 4. Uniform Rate of Assessment. Both annual assessments and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or yearly (annual) basis as approved by the Board.

Section 5. Date of Commencement of Annual Assessment: Due Dates. The annual assessment shall commence as to all Lots on the first day of the applicable fiscal year. The Board shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written or electronic notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid in full.

Section 6. Effect of Nonpayment of Assessments - Remedies of Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date as provided in Section 1 of 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 said Section 1 of Article IV, or may do both. No Owner may waive or otherwise escape personal liability for the assessments by non-use of the Common Area or abandonment of the Owner's Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of any assessments shall be subordinate to the lien of any first and prior mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment 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 any subsequent Owner from liability for any assessments becoming due after the lien is filed.

## ARTICLE VI ASSOCIATION SERVICES

In addition to the rights, obligations and responsibilities of the Association as stated in these Covenants the By-Laws, or as determined by the Board within the scope of its authority, the Association shall provide lawn care, snow removal services, and Common Area maintenance. The scope of such services shall be determined by the Board on an annual basis, but shall include, without limitation, lawn cutting and trimming, lawn fertilization, maintenance, creation, replacement and repairs of the Common Area, and snow removal on sidewalks and driveways.



Revised July 25, 2024

The cost for the services shall be included in the annual assessment for such Owner for the year in which the services are rendered.

## ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Building Materials. All Dwelling Units and other permitted structures shall be constructed and kept in a substantial and good workmanlike manner and of new materials. Brick or masonry must be used (where existing), at least in part, in the front-side exterior of all Dwelling Units. Natural wood siding, fiber cement siding (e.g. Hardie Board or Hardie Plank), engineered hardwood siding (e.g. LP Smartside) or crushed rock polymer resin siding (e.g. Everlast Composite) may be used except where brick or masonry is required. No roll siding, vinyl siding, asbestos siding or siding containing asphalt or tar as one of its main ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lot. Any replacement of siding on a Dwelling Unit shall match the siding being replaced in terms of orientation (e.g. vertical, horizontal) and appearance or as otherwise approved by the Committee. No metal roofing 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. All exterior building surfaces, materials and colors are first subject to Committee review and approval in writing. Architectural Committee shall specify light fixtures / bulbs, paint colors, shingles, or any other modification to the exterior of a dwelling.

Section 2. Committees. The Committee shall be composed of at least three (3) members selected and appointed by the Board. Committee members shall serve a one year term, may be members of the Board and may be reappointed. Each Committee member shall have one vote, and a majority shall control. The Board shall have the authority to remove with or without cause any member from the Committee by means of a majority vote. The central purposes of the Committee are to conserve the natural beauty of the structures and landscaping in the Subdivision, to ensure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed building improvements on the Lots. The Committee is authorized and permitted to delegate its powers to third parties (e.g. The Hamlets of Woodland Ridge West Maintenance Committee, Landscape Committee), as the Committee deems necessary, so long as the third parties are first determined to be acceptable by or formed through the Board. The Board may appoint other committees under the By-Laws for the Association to perform certain functions as directed by the Board, the members of which shall serve at the pleasure of the Board.

Section 3. Structure Plans - Approvals - Non-liability. No Dwelling Unit, building, building addition or deletion, fence, hedge, wall, hot tub, swing set, pole (only poles that are not prohibited under Section 23 of Article VIII below), children playground structure, changes in landscape footprint (not vegetation within), retaining walls, patios, or any other structure shall be commenced, erected or maintained upon any owned Lot or Non-Maintained Area, nor shall

any exterior addition to or change or alteration to such structures be made, until a complete set of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony and external design and location in relation to surrounding structures and topography by the Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not fully comply with such approved plans 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 Committee's prior written consent. Any and all decisions of the Committee are binding, final and conclusive.

Section 4. Non-liability of Committee Members. Neither the Committee or the Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be personally or otherwise 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 or drainage problems resulting from, any building or structure erected according to such plans. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that he will not bring any action or suit against the Committee to recover any damages or to require the Committee to recover any damages, or to require the Committee to take, or refrain from taking, any action whatever in regard to such plans or any building or structure erected in accordance with the plans. Neither the submission of any complete sets of plans to the Committee for its review, nor the approval by the Committee, shall be deemed to guarantee or require the actual construction of the building of the proposed structure, 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 in the plans.

Section 5. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot shall be completed within twelve months after the beginning of such construction. No improvement that has partially or totally been destroyed by fire or otherwise shall be permitted to remain in such condition or state for more than six months from the time of such destruction or damage. Reconstruction taking more than six months will require monthly updates to the Committee.

Section 6. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the 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 the Subdivision.

Section 7. Permits and Certificates. Before any Dwelling Unit located on any Lot

may be used or occupied, such user or occupier shall first obtain from the applicable zoning and building departments an improvement location permit and a certificate of occupancy as required by the Fort Wayne, Indiana Zoning Ordinance or its successor zoning ordinance.

## ARTICLE VIII LAND USE PROVISIONS

Section 1. Residential Purposes Only. No Lot nor any portion of a Dwelling Unit thereon shall be used except for single family residential purposes. Each Dwelling Unit shall include not more than a two-car, private garage which shall be built as part of said structure, and shall not exceed two stories in height.

Section 2. Dimensional Requirements

a. Minimum Separation. The minimum separation allowed between the Dwelling Units shall be 15 feet.

b. Dwelling Sizes. With the exception of Block Z, as stated in Article VIII, Section 29, No Dwelling Unit shall be built on any Lot having a living floor area of the main structure, exclusive of one-story open porches, patios, stoops or garages, of less than 1,500 square feet.

c. Building Setback. No Dwelling Unit or any improvement or structures shall be located on any Lot nearer to the front Lot line than the minimum building setback lines shown on the Plat. No Dwelling Unit or any improvement or structure shall be located on any Lot nearer to the rear Lot line than 10 feet. In the case of a rear yard from one Lot abutting the side yard of another Lot, the minimum separation is still 15 feet.

d. Minimum Lot Size. No Dwelling Unit shall be erected or placed on any Lot having a width of less than 50 feet at the front building setback line shown on the Plat, nor shall any Dwelling Unit be erected or placed on any Lot having an area of less than 9,000 square feet. All currently existing Dwelling Units are deemed in compliance with these Covenants from a square footage of area perspective.

e. Flood Protection Grade. In order to minimize potential damage 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 shown on the Plat. Such grades shall be the minimum elevation of a first floor or the minimum fill elevation of any opening below the first floor.

Section 3. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence as defined in Article I, Section 8. However, except that a home

occupation, defined as follows, may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) compliance with all applicable zoning laws; (b) 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; (c) no commodity is sold upon the Lot; (d) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (e) no mechanical or electrical equipment is used. In no event, shall a barber shop, styling salon, beauty parlor, auction house, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog grooming be construed as a home occupation.

Section 4. Garages. Subject to Section 1 of this Article all Dwelling Units must have a full size, attached garage of not less than 500 square feet and not to exceed a two car garage. All currently existing garages are deemed in compliance with these Covenants from a square footage perspective.

Section 5. Sanitary Sewer Restrictions. 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, which shall be a separate sewer system from the storm water and surface water runoff system. No sanitary sewage shall at any time be discharged or permitted to flow into the said storm water und surface water runoff system.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. 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 loud noises audible to those inside a Dwelling Unit, no speakers, horns, whistles bells or other sound devices, shall be permitted, located, used or placed on any Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing. Construction and exterior and landscaping work involving the use of power equipment or that otherwise generates noise audible beyond the Lot on which the work is occurring, including but not limited to roofing, painting, staining, siding, tree trimming and tree removal, leaf blowing, lawn mowing and snow blowing, shall only occur between the hours of 7:00 a.m. and 9:00 p.m., except that snow removal from the streets and driveways may occur at any time necessary to provide vehicular access.

Section 7. Use of Other Structures and Vehicles. No structure of a temporary character, trailer, boat or boat trailer, camper or camping trailer, tent, shack, truck, camper shell, recreational vehicle, shed, barn or other outbuilding shall be allowed, used or located on any Lot,

or adjacent to any Lot, street or public right-of-way within the Subdivision at any time, nor shall such structures and vehicles be used as a residence, either temporarily or permanently. A “truck” is defined for this purpose as one which is rated one-ton or greater. No vehicle which is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage), in any common parking area or any street. Any vehicle used for employment purposes containing a company logo thereon must be kept parked in the garage. Dumpsters, temporary storage units, moving containers and similar structures may only be placed in a driveway, not on a street, walk or common parking area, and must be removed within 10 working days unless an extension of time is approved by the Board. The short-term cleaning or loading of camping trailers is permitted as long as it is temporary in nature.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than 5 square feet advertising such Lot for sale only and signs used by a builder to advertise such Lot during the construction and sales period. Political signs are permitted according to IC § 32-21-13 *et seq.* Two political signs per Lot are permitted in the front yard for the time period prescribed in IC § 32-21-13-4, and each shall not exceed 5 square feet in area. No sign of any kind shall be displayed in a Common Area except one “open house” sign may be displayed on the day of an open house event.

Section 9. Radio and Television Antennas; Solar Devices. No radio antenna or tower shall be allowed on any Dwelling Unit or Lot. Video antennas, including direct to home satellite dishes less than one (1) meter in diameter, TV antennas and wireless cable antennas may be permitted with the approval of the Committee. The Committee, as a part of its review, may not (a) unreasonably delay or prevent installation, maintenance or use; (b) unreasonably increase the cost of installation, maintenance or use; or (c) preclude reception of an acceptable quality signal pursuant to the requirements of 47 CFR 1.4000. Solar panels are permitted only with the approval of the Committee. Solar projects shall be owned or financed by the Owner, and never leased. Owners utilizing solar panels shall have a contract with an electric utility and shall provide a copy to the Committee. No props, stands, covers, or other fixtures should be used in the construction or operation of the solar panels. The panels are not allowed to be distracting or otherwise visually obtrusive, and no panel shall be visible from the street. All approvals are solely at the Committee's discretion.

Section 10. 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 upon any Lot.

Section 11. 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 that they are not kept, bred, or maintained for any commercial purpose.

Section 12. Garbage, Trash and Laundry - General Property Maintenance. No Lot

shall be used or maintained as a dumping ground for rubbish, debris or other unsightly materials or objects. Garbage and trash shall be placed in sanitary containers, which shall be concealed and contained within the Dwelling Unit. Additionally, no clothes, sheets, blankets, rugs, laundry or other related things may be hung out or exposed on any Lot. Each Owner shall, at the Owner's sole cost, maintain and repair the dwelling unit and improvements on the Owner's Lot, to keep them in good condition and repair. This includes, but is not necessarily limited to roofs, painting, exterior siding, entry doors, brick or masonry, windows, balconies, decks, railings and garage doors. The Association shall provide written notice to the Owner of a Dwelling Unit in need of repair or maintenance, or a Lot in need of cleaning, giving the Owner a minimum of thirty (30) days to complete the work cited in the notice. If the Owner fails to complete the work within the time stated in the notice, the Association, its agents, employees and independent contractors, shall have the right to enter upon said Lot and to perform the work cited in the notice. The Association, its agents, employees and contractors shall have a temporary license to access any Lot upon which such maintenance shall be performed. The Association is not obligated to solicit competitive bids. The costs incurred by the Association in performing the work, together with interest of eighteen percent (18%) per year, costs and reasonable attorney's fees, shall be paid by the Owner to the Association upon demand. Each Owner covenants and agrees to repay the Association the costs incurred to perform the maintenance or repairs. If the Owner fails to repay the Association for the work performed, the Association shall have a lien against the Owner's Lot for the amount due. The Owner is also personally liable for the payment of the amounts due to the Association. The Association may file a Notice of Lien in the Office of the Recorder of Allen County, Indiana to perfect its lien rights. The lien shall be enforced in the same manner as a mortgage lien under Indiana law, and shall include, attorney's fees, title expenses, interest as provided above, and costs of collection. In addition to the foreclosure of its lien, the Association may bring an action at law against the Owner personally obligated to pay the amounts due.

Section 13. Driveways. All driveways from the street to the garage of any Lot shall be poured concrete (according to industry standards) and not less than sixteen (16) feet in width.

Section 14. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any Lots in the Subdivision.

Section 15. Pools. No pool, above-ground or in-ground, shall be placed or maintained on any Lot.

Section 16. Fencing. No fencing shall be allowed on any residential lot unless approved by the Architectural Committee in writing prior to construction.

Section 17. Leasing of Dwelling Units.

- a. **Purpose.** The purpose of this Section 17 is to: (1) be in the best interest

of all Owners all of whom have similar proprietary (property) interests in their Lots and residences located thereon; (2) protect property values and the Owner's long-term investment in the Owner's Lot; (3) preserve high standards of accountability and responsibility for the maintenance and care of the Lots in the Subdivision; (4) avoid the temporary and transient nature of leasing property and to encourage a low turnover of occupancy; (5) avoid vacancies of Lots which can lead to blight and crime; and (6) to encourage and realize the other benefits that accrue from restricting the Subdivision to single family residential use and to avoid any commercial uses of the Lots in the Subdivision that may be caused by using or occupying the Lots for rental or leasing purposes, either as short-term or long-term rentals.

b. ***No Non-Owner Occupied Dwellings in Subdivision.*** In accordance with the purposes set forth in Section 17(a) above, no dwelling on a Lot shall be used or occupied as a Non-Owner Occupied Dwelling. The provisions for long-term Non-Owner Occupied Dwellings appear in section 17(c), and the provisions for short-term Non-Owner Occupied Dwellings appear in section 17(d) below.

c. ***Existing, Leased and Occupied Long-Term Non-Owner Occupied Dwellings.*** Within thirty (30) days after the recording of these Covenants, the Board shall send written notice to every Owner in the Subdivision stating that if the Owner's Lot is being occupied and leased as a Non-Owner Occupied Dwelling then the Owner of the long-term Non-Owner Occupied Dwelling shall have thirty (30) days after the Owner's receipt of such written notice to register with the Board such long-term Non-Owner Occupied Dwelling, which was existing, leased, and occupied at the time of the recording of these Covenants.

(1) In order to register a long-term Non-Owner Occupied Dwelling, which was existing, leased, and occupied at the time of the recording of these Covenants, the Owner must submit the following information to Board: (A) a copy of the written lease predating the recording of these Covenants; (B) the contact information of the Owner; (C) the name and address of the existing tenant/occupant and any other persons occupying the Dwelling Unit and the date such occupancy began; and (D) such other information as the Board may lawfully request.

(2) If the Board (or the members of the Association upon appeal) determines that the long-term Non-Owner Occupied Dwelling was existing, leased, and occupied at the time of the recording of these Covenants, then the Board (or the members of the Association upon appeal) shall issue a written decision notifying the Owner of the approval of the legal nonconforming status of such long-term Non-Owner Occupied Dwelling and the Board (or the members of the Association upon appeal) shall cause the nonconforming long-term Non-Owner Occupied Dwelling to be registered in the records of the Association.

(3) If the Board determines that the long-term Non-Owner Occupied Dwelling was not existing, leased, and occupied at the time of the recording of these Covenants, then the Board shall issue a written decision notifying the Owner of the rejection of the nonconforming status for the long-term Non-Owner Occupied Dwelling. The Owner may appeal the Board's rejection to the members of the Association. The members of the Association may overturn a denial of upon a majority vote. The decision of the members of the Association shall be final.

(4) A long-term Non-Owner Occupied Dwelling that was existing, leased, and occupied at the time of the recording of these Covenants, and that timely applies for and is registered with the Association under this Section 17(c) shall be allowed to continue as a long-term Non-Owner Occupied Dwelling until the earlier of: (A) the date the Owner sells the Dwelling Unit to another person or moves into the Dwelling Unit as an Owner occupant, (B) the lease provided under Section 17(c)(1) expires under its own terms, or is otherwise terminated under Indiana law, however, no long term rental of a Dwelling shall be permitted one-year after the recording date regardless of the expiration of the existing lease, or (C) the long-term Non-Owner Occupied Dwelling is vacant for a total of four (4) weeks in any one (1) year, whether or not these weeks are consecutive.

(5) A long-term Non-Owner Occupied Dwelling that either: (A) fails to qualify as an existing, leased and occupied long-term Non-Owner Occupied Dwelling as of the time of these Covenants; or (B) loses its status as an existing, leased and occupied long-term Non-Owner Occupied Dwelling under Section 17(c)(4) above, shall be subject to these Covenants and no long-term Non-Owner Occupied Dwelling shall be allowed on the Lot, except as expressly approved under these Covenants.

(6) A long-term Non-Owner Occupied Dwelling that fails to apply timely for registration under this Section 17(c)(4) shall be subject to these Covenants and a long-term Non-Owner Occupied Dwelling shall not be allowed on the Lot.

d. ***Short Term Rentals; Short-Term Non-Owner Occupied Dwellings.*** Non-Owner Occupied Dwellings that are used as short-term rentals, which may be leased through an on-line service such as Airbnb or VRBO, are not permitted under these Covenants beyond the date in which these Covenants are recorded. Any reservations for the short-term rental of a Dwelling made prior to the recording date shall be allowed. The Owner shall bear the burden of proving any such reservation was made prior to the recording date. However, no short-term rental of a Dwelling shall be permitted one-year after the recording date regardless of when the reservation was made with the Owner.



Revised July 25, 2024

Section 18. Mailboxes. The decision-making with regards to the type, location and installation of mailboxes shall be the responsibility of the Board and as recommended by the Architectural Committee.

Section 19. Single Owner Contiguous Lots. Whenever two or more contiguous Lots in the Subdivision are owned by the same person, and such Owner desires to use two or more of said Lots as a site for a single Dwelling Unit, the Owner shall apply in writing to the Committee or the Board for permission to so use said Lots. If permission for such a use is granted, the Lots constituting the site for such a single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Covenants to said Lots, so long as the Lots remain improved with one single Dwelling Unit.

Section 20. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless seventy-five percent (75%) of the Owners have approved by signing an instrument of approval, and until said approval has been obtained from the Fort Wayne, Indiana Plan Commission or its successor agency.

Section 21. Fires. No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street roadway or Lot in the Subdivision, other than that as related to the construction of a Dwelling Unit.

Section 22. Yard Light. An automatic dusk to dawn light fixture of a type, material, color and design and at a location approved by the Architectural Committee shall be installed by the builder or Owner on each Lot at or near the front building line. The Owner shall be responsible for the perpetual maintenance and upkeep of such light fixture, including all related operating costs and expenses. The light pole shall be provided and maintained by the Association.

Section 23. Poles. No clothesline or clothes poles, or any other free-standing, semi permanent or permanent poles, portable basketball poles, rigs or devices, regardless of purpose, shall be installed, erected, located or used on a Lot.

Section 24. Maintained Area. Owners shall be subject to the Board approved landscape maintenance contract for the Association in connection with all Maintained Area owned by Owner.

Section 25. Release of Non-Maintained Area. The Board shall enact rules and procedures for an Owner to convert a Non-Maintained Area to Maintained Area. Owners shall be subject to all such rules and procedures, including costs and fees set by the Board.

Section 26. Sidewalks. According to the plans that were filed when the Plats were

approved, concrete sidewalks are required within the street rights-of-way are required and 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 said installation shall be a lien against any such Lot and enforceable by the Fort Wayne Plan Commission or its successor agency-

Section 27.   Parking. The Board recognizes that certain occasions will require parking on the street or in common parking areas by Owners, or their guests or invitees on a short-term, temporary basis. Parking on the street overnight by an Owner, their guests or invitees, is not permitted. Likewise, the continual or regularly repeated parking on the streets by an Owner, or the Owner's guests or invitees is not permitted. Parking in the common parking areas by an Owner is not permitted outside of that which is necessitated by the construction, repair or remodeling of the Owner's Dwelling Unit. Common parking areas provided in the Subdivision are intended for the occasional use by guests or invitees on the Owners. Otherwise, Owners are required to park their personal vehicles in the garage or driveway on their Lot.

Section 28.   Yard, Garage and Estate Sales. Due to the narrow width of the private streets in the subdivision, and to prevent congestion on the streets due to numerous parked vehicles, yard sales, garage sales, rummage sales, estate sales, estate sale previews, and all similar sales are not permitted on any Lot or in the common area of the Subdivision.

Section 29.   Block Z Regulations.

a.       Block Z as shown on the Plat was once intended to be Common Area, but was never used as such. Instead, it was used as a contractor's storage and utility building by the developer of the Subdivision. The building on Block Z ("Block Z Building") is now used as a storage and personal use structure by the Owner, and the Owner leases out a portion of the Block Z Building for a two-bedroom, 2-bath rental apartment, as such, it is a Non-Owner Occupied Dwelling Unit as defined above. Except as stated in this Section 29, Block Z and the Block Z Building shall be used and held in compliance with the Covenants.

b.       Article VIII, Section 2, (b) is deleted in its' entirety as it relates to the Block Z Building.

c.       Should the Block Z Building be destroyed or demolished such that its costs to repair exceed 50% of the assessed value of the Block Z Building, it shall not be repaired, or rebuilt, but a new Dwelling Unit may be constructed to replace it. The new Dwelling Unit and Block Z shall comply with these covenants and in all respects and shall transition to an Owner Occupied Dwelling.

d.       The Block Z Building is constructed with metal siding. The metal exterior of the Block Z Building shall be maintained and kept in good condition and repair. Should the siding on the Block Z Building need to be replaced, it shall, in its entirety or

as otherwise approved by the Board and Architectural Committee, be replaced with siding materials as specified in Article VII, Section 1.

e. The Non-Owner Occupied Dwelling Unit in the Block Z Building shall be permitted to continue as such so long as the Owner on the date these Covenants are recorded continues to own Block Z. Should such Owner cease to own Block Z, for any reason, the permitted Non-Owner Occupied status shall cease, and it shall thereafter be used only as an Owner Occupied Dwelling.

f. In order to avoid the avoid the temporary and transient nature resulting from Short-Term Non-Owner Occupied Dwelling, the Owner of Block Z shall endeavor to lease the apartment in the Non-Owner Occupied Dwelling Unit for a minimum period of one year.

g. Owner shall retain responsibility for payment of all fines and/or assessments incurred by tenants as outlined in Article V, Sections 1 through 7, and Article IX, Section 3.

## ARTICLE IX GENERAL PROVISIONS

Section 1. Covenants, Restrictions, Extensions and Amendments. The Covenants shall run with and shall apply to all the real estate described on the Plat, The Covenants shall be effective for a term of twenty (20) years from the date these Amended and Restated Covenants are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided; however, that the Covenants may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Owners and with approval of the Fort Wayne Indiana Plan Commission or its successor agency.

Section 2. Enforceability. The Association 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 terms of these covenants and restrictions. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. To the extent the Association recovers a money judgment against an Owner, such judgment shall be charged on the Owner's Lot and shall be a continuing lien thereon. In addition to its other rights and remedies, the Association may file publicly a lien of non-compliance against the violating Owner's Lot.

Section 3. Fines for Violations. In addition to the enforcement remedies in Section 2 of Article IX, and in the event that an Owner, with actual or implied knowledge, violates the Covenants, the Board, after a majority vote, has the option, after providing notice, to levy a fine

of up to \$250 per violation. Before any such fine may be levied, however, notice of such violation and fine amount must be provided in writing to the Owner, and such notice shall be postmarked at least ten (10) days prior to the stated compliance deadline. If the Owner alleviates the violation to the Board's satisfaction before the compliance deadline, then no fine will be assessed. If the violation results in a fine and the violation is not eliminated within fourteen days of when the initial fine is levied, then the Association Board has the right to levy a subsequent fine of up to an additional \$250 per violation, using the same notice process that was used for the initial fine. This process may continue until the violation has been eliminated. Fines that are unpaid as of the due date in the notice shall be subject to the accrual of interest and the collection mechanisms, as are unpaid assessments, as stated in Section 1 of Article IV and Section 6 of Article V. The Board need not pursue the fine remedy as a prerequisite to the enforcement remedies in Section 2 of Article IX.

Section 4. Costs and Attorney Fees. The Association shall recover its costs of collection, attorneys fees and reasonable costs and expenses in any action brought by the Association to collect unpaid assessments from any Owner. Likewise, the Association or any Owner shall recover its costs of collection, attorneys fees and reasonable costs and expenses in any action brought by the Association or an Owner for a violation of the Covenants by and from another Owner.

Section 5. Governing Law. These restrictions and covenants shall be construed and enforced in accordance with the laws of the State of Indiana.

Section 6. Partial Invalidation. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any other provisions, which said other provisions shall remain in full force and effect.

Section 7. Citation to Law. Any citation to federal, state or local law, ordinance, or administrative rule (adopted in accordance with such laws), in these Covenants shall be deemed to include subsequent amendment to, repeal of, or recodification of the cited sections.

Revised July 25, 2024

IN WITNESS WHEREOF, the undersigned have executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Lot No. \_\_\_\_\_

Lot No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

\_\_\_\_\_  
(Printed/Typed Name)

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, personally appeared

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ and acknowledged the execution of the foregoing.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_, Notary Public

Resident of Allen County, Indiana

Revised July 25, 2024

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed this Amendment on the dates indicated below.

Lot No. \_\_\_\_\_

Lot No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

\_\_\_\_\_  
(Printed/Typed Name)

Lot No. \_\_\_\_\_

Lot No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

\_\_\_\_\_  
(Printed/Typed Name)

Lot No. \_\_\_\_\_

Lot No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

\_\_\_\_\_  
(Printed/Typed Name)

Lot No. \_\_\_\_\_

Lot No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

\_\_\_\_\_  
(Printed/Typed Name)

Revised July 25, 2024

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN

)

Before me, the undersigned, Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, personally appeared \_\_\_\_\_

[illegible]

and acknowledged the execution of the foregoing.

My Commission Expires:

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Notary Public  
Resident of Allen County, Indiana

Revised July 25, 2024

**PLAN COMMISSION APPROVAL**

The restrictive covenants for The Hamlets of Woodland Ridge, Sections VI through VIII, a Subdivision in Aboite Township, Allen County, Indiana require amendments to be reviewed by the Allen County Plan Commission. The Subdivision is now within the jurisdiction of the Fort Wayne Plan Commission. The written approval of the Plan Commission appears on the following pages.



Revised July 25, 2024

This instrument prepared by Patrick R. Hess, Attorney at law, Beckman Lawson, LLP, 201 W. Wayne Street, Fort Wayne, Indiana 46802.

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

Mail to: Beckman Box