12-30-24

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS LIMITATIONS, EASEMENTS, AND APPROVALS OF THE PLAT OF MAUMEE MEADOWS, SECTION I A SUBDIVISION IN SECTION 29 OF MAUMEE TOWNSHIP, ALLEN COUNTY, INDIANA

Maumee Meadows Development, LLC, an Indiana limited liability company, makes this Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals of the Plat of Maumee Meadows, Section I, a Subdivision in Section 20 of Maumee Township, Allen County, Indiana, which shall apply to the Real Estate and to all the Lots in Maumee Meadows, Section I.

The Lots in Maumee Meadows Section I are numbered 1 to 38 inclusive, and all dimensions of the Lots as shown on the Plat are in feet and decimals of a foot. All easements specifically shown or described on the Plat are expressly dedicated to the Owners or the public, as applicable, for the uses described, and/or their usual and intended purposes.

RECITALS

A. All capitalized terms used in these Recitals have the meanings given them in Section 1.

B. These Covenants shall run with the Real Estate (defined below), be considered as a part of each conveyance of a Lot without being written in the deed for such conveyance and be for the mutual benefit and protection of the Owners, both present and future.

C. Developer intends that each Owner will become a Member of the Association and be bound by the Articles and the Bylaws.

COVENANTS

1. ***DEFINITIONS.*** The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

1.1 ***"Annual Assessment".*** A regular assessment made by the Association under Section 4.3, on an annual basis.

1.2 ***"Articles".*** The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.

1.3 ***"Assessments" (and the singular form), "Assessment".*** Collectively, Annual Assessments and Special Assessments.

1.4 ***"Association".*** Maumee Meadows Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.5 ***"Board".*** The duly elected board of directors of the Association.

1.6 ***"Bylaws".*** The bylaws duly adopted by the Association, and all amendments to those bylaws.

1.7 ***"Committee".*** The Architectural Control Committee established under Section 6 of these Covenants.

1.8 ***"Common Area".*** All real property owned by the Association for the common use and enjoyment of Owners as designated on the plats for the Subdivision. The Common Area in Maumee Meadows, Section I is designated as Block A, Block B and Block C on the face of the Plat.

1.9 ***"Covenants".*** This Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals of the Plat of Maumee Meadows, Section I, a Subdivision in Section 20 of Maumee Township, Allen County, Indiana.

1.10 ***"Developer".*** Maumee Meadows Development, LLC, an Indiana limited liability company, and any successor or assign that is designated as the Successor Developer in a document that is recorded in the Office of the Recorder of Allen County, Indiana. "Developer" shall also be the "declarant" of these covenants, as that term is used in I.C. § 32-25.5-3-9, as long as it shall remain in effect, including amendments or recodifications thereto.

1.11 ***"Dwelling" (and in the plural form), "Dwellings".*** A structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

1.12 ***"Lot" (and in plural form), "Lots".*** A lot in the Plat, or any tract(s) of Real Estate that consist of one or more Lots, or a part of a Lot, upon which a Dwelling is constructed in accordance with these Covenants, or such further restrictions as may be imposed by the Ordinance, or any applicable governmental permit or requirement; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract meets or exceeds the minimum lot width and area requirements imposed under these Covenants

1.13 ***"Member" (and in the plural form), "Members".*** A member in good standing of the Association.

1.14 ***"Ordinance".*** The Woodburn Zoning Ordinance, or such other zoning ordinance that is applicable to the Real Estate.

1.15 ***"Owner" (and in the plural form), "Owners".*** The record owner(s) (whether one or more persons or entities) of fee simple title to a Lot, including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.16 ***"Plan Commission".*** The Allen County Plan Commission, or its successor agency.

1.17 ***"Plat".*** The Secondary Plat of Maumee Meadows, Section I, as recorded in the Office of the Recorder of Allen County, Indiana, as may be amended.

1.18 ***"Real Estate".*** The real estate legally described on the Plat.

1.19 ***"Special Assessments".*** A special assessment made by the Association under Section 4.4 for capital improvements or special or unbudgeted expenditures the Association is authorized to make under these Covenants, the Articles, or the Bylaws.

1.20 ***"Subdivision".*** Maumee Meadows, Section I Subdivision, as shown on the Plat, and including any subsequently recorded sections of Maumee Meadows.

2. ***PROPERTY RIGHTS.***

2.1 ***Owners' Easements of Enjoyment.*** Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant and passes with title to every Lot, subject to the following rights, which are expressly granted to the Association:

2.1.1 To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area;

2.1.2 To suspend the voting rights and right of an Owner to use any recreational facilities in the Common Area for any period during which an Assessment against the Owner's Lot remains unpaid as may be allowed under I.C. § 32-25.5-3-7 as may be amended, replaced or recodified. Such rights may also be suspended if the Owner is in violation of these Covenants, the Articles, the Bylaws, or any published rule of the Association; and

2.1.3 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 Board; provided however, that no such dedication or transfer shall be effective unless an instrument signed by requisite Board members as required under the Bylaws.

2.2 ***Delegation of Use.*** Any Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and recreational facilities in it, to members of the Owner's family, tenants, or contract purchasers who reside on the Owner's Lot.

3. ***MEMBERSHIP AND VOTING RIGHTS.***

3.1 Every Owner shall be a Member. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

3.2 The Association shall have the following two classes of voting memberships:

3.2.1 **Class A.** Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each Lot owned. When more than one person owns a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to a Lot.

3.2.2 **Class B.** Class B membership consists of Developer. The Class B member shall be entitled to five votes for each Lot owned by Developer. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

3.2.2.1 When fee simple title to all Lots have been conveyed by Developer; or

3.2.2.2 On December 31, 2045.

4. ***COVENANT FOR MAINTENANCE ASSESSMENTS.***

4.1 ***Creation of Lien and Personal Obligation of Assessments.*** Each Owner (except Developer) by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association all Assessments made with respect to the Owner's Lot. Assessments shall be established and collected as provided in these Covenants, the Articles, and the Bylaws. Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the Lot against which each such Assessment is made. Each Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was Owner of a Lot at the time when the Assessment against it became due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

4.2 ***Purpose of Assessments.*** Assessments levied by the Association shall be used exclusively for the purposes of, (i) promoting the recreation, health, and welfare of Owners and other occupants in all present and future sections of the Subdivision, (ii) improvement and maintenance of the Common Area including, without limitation, any common impoundment basins located in the Common Area through and into which the Subdivision's surface waters drain, (iii) the improvement and maintenance of such other facilities in the Subdivision as the Board reasonably determines is necessary to achieve such purposes, (iv) for the repairs and maintenance described in Section 5.1, and (v) for "common expenses" as defined in I.C. § 32-28-14-1, as may be amended, or as defined in subsequent law if I.C. § 32-28-14-1 has been repealed, including snow removal on the public streets within the Subdivision should the Board decide to provide for private snow removal

4.3 ***Maximum Annual Assessments.*** Initially, the maximum Annual Assessment shall be $490.00. Subsequent Annual Assessments may be made as follows:

4.3.1 Beginning January 1st of the year immediately following the first conveyance of a Lot by Developer, the maximum Annual Assessment may be increased each year by the Board, by a percentage not more than 8% above the Annual Assessment for the previous year, without a vote of the Members.

4.3.2 From and after January 1st of the year immediately following the first conveyance of a Lot by Developer, the maximum Annual Assessment may be increased by a percentage in excess of 8%, only by the vote or written consent of a majority of the Class A Members, and with the written consent or approval of the Class B Member.

4.4 ***Special Assessments for Capital Improvements.*** In addition to Annual Assessments, the Association may levy, in any year, a Special Assessment applicable to that year for all or any of the following purposes: (i) to defray, in whole or in part, the cost of any new construction, or repair or replacement of an existing capital improvement in the Common Area, including fixtures and related personal property, related professional accounting and legal fees, and (ii) for an item of repair, maintenance, or replacement, the cost of which was not included in the Association's budget for that year; provided, however, that any such Special Assessment shall require the vote or written consent of 75% of the Class A Members, and the written consent or approval of the Class B Member; and provided further, that no such Special Assessment for any such purpose shall be made if the Special Assessment in any way would jeopardize or affect the Association's ability to pay or satisfy the Association's other financial obligations.

4.5 ***Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4.*** Any action authorized under Section 4.3.2 and Section 4.4 shall be taken at a meeting of the Association called for that purpose, written notice of which meeting shall be given to all of the Members in accordance with the Bylaws. If the proposed action is favored by a majority of the votes cast by the Class A Members at such meeting, but such vote is less than the requisite percentage of the Class A Members, Class A Members who were not present in person or by proxy may give their consent in writing, providing such consent is obtained by an officer of the Association within 30 days of the date of such meeting.

4.6 ***Uniform Rate of Assessment.*** Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots, and may be collected no more frequently than monthly, and no less frequently than annually.

4.7 ***Date of Commencement of Annual Assessments.*** Annual Assessments shall commence as to all Lots then subject to Annual Assessments, on the first day of the month immediately following the first conveyance of a Lot by Developer. The Board shall fix the amount of the Annual Assessment against each Lot at least 30 days in advance of the date the Annual Assessment is due. Written notice for the payments of the Annual Assessment shall be given to every Owner.

4.8 ***Due Dates.*** The due dates for payment of Assessments shall be as established by the Board, and shall be identified in the notice the Owners under Section 4.7. The

Association shall, upon demand and for a reasonable charge, furnish a certification signed by an officer of the Association stating whether an Assessment against a Lot has been paid.

4.9 ***Effect of Nonpayment of Assessments/Remedies of the Association.***

4.9.1 Each Owner is personally liable and responsible to pay an Assessment made with respect to the Owner's Lot, in full and when due. Any Assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum, or at the legal rate of interest in Indiana, whichever is higher. Each Owner that fails to pay an Assessment when due also is personally liable and responsible to immediately pay to the Association a late fee of $150 for each delinquent Assessment. Any Assessment, interest, or late fee not paid when due shall be a lien on the Lot for which they are due.

4.9.2 The Association may bring a collection action at law against an Owner that is delinquent in the payment of an Assessment, including any interest or late fees due under Section 4.9.1, and may also foreclose the lien created against the Owner's Lot under Section 4.1. No Owner may waive or otherwise escape liability for Assessments made under these Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent Assessments may be foreclosed in the same manner as mechanic's liens are foreclosed in Indiana; provided, however, that any lien created under Section 4.1 shall not expire by lapse of time in the Association pursuing its remedies. The Association shall also be entitled to recover the reasonable attorneys' fees, costs, and expenses incurred because of the failure of an Owner to timely pay an Assessment, interest, or late fees.

4.10 ***Subordination of Assessment Lien to First Mortgage.*** The lien of an Assessment shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien of an Assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for payment of any Assessment subsequently becoming due, or from the lien of any Assessment.

5. ***MAINTENANCE OF COMMON AREA, DWELLINGS, AND LOTS.***

5.1 ***Maintenance Obligations of Association.*** The Association shall be obligated and responsible to maintain and repair all storm water collection, water quality systems, and other appurtenant drainage facilities in the Common Areas in accordance with all applicable governmental permits and approvals; and the cost of such maintenance and repair shall be subject to Assessment under Section 4.

5.2 ***Maintenance Obligations of Owners.*** Each Owner shall be solely responsible, at the Owner's sole cost and expense, to keep the Owner's Dwelling and related improvements, and Lot, including landscaping and lawn (including mowing), in good condition and repair, and to maintain, repair, and replace (if necessary), all improvements and landscaping situated on the Lot.

5.3 ***Storm Water System Maintenance.*** The Association shall be obligated to maintain, repair and/or replace, as necessary, the storm water drainage system, all storm water quality amenities, and any current or future Storm Water Detention Basin together with outlet and water level control structures located on the Common Areas, as filed and approved by the

Allen County Plan Commission, the Allen County Surveyor's Office and the Allen County Drainage Board. All of these drainage systems and approvals have been granted for the use and benefit of this Section of the Subdivision and any future Section of the Subdivision. The cost of all such repair, maintenance and replacement shall be assessed in accordance with Section 4 hereof. The Allen County Drainage Board and/or the Allen County Surveyor's Office, or its successor agency, shall have the right to order the Association to carry out its obligations to maintain, repair or replace the Storm Water Drainage System, all water quality amenities, and any current or future storm water detention system improvements as provided hereinabove. Assessments which have been collected by the Allen County Drainage Board from Lots in the Subdivision will be utilized by the Allen County Drainage Board and/or by the Allen County Surveyor for maintenance, repair and replacement of the regulated storm pipe system prior to the Association's incurring such maintenance, repair or replacement obligations.

6. ***ARCHITECTURAL CONTROL.***

6.1 ***Construction Approval.*** No structure, including but not limited to a building, residence, garage, exterior addition, exterior change, exterior alteration, fence, wall, in-ground swimming pool or spa, attached solar heating panels, exterior lighting, swing set, play equipment, permanent basketball goal (whether freestanding or mounted on a Dwelling or garage), other structures for sports or recreation landscaping, statues, lawn ornaments or other non-living landscaping ornamentation or device, or other structure (collectively "Structure") shall be commenced, erected, or maintained by an Owner upon a Lot, nor shall any exterior addition, change, or alteration be made to a Dwelling or other structure on a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the Structure being proposed are submitted by or on behalf of the Owner to the Committee, and are approved in writing by the Committee. The Committee shall review such plans and specifications to determine whether the external design and location of the proposal is in harmony with the surrounding Dwellings, other structures, and topography in the Subdivision. Except as otherwise approved in writing by the Developer, Maumee Meadows Development shall have the exclusive right to construct all Dwellings in the Subdivision.

The burden of proof shall always be on the Owner, or the Owner's representatives, to show the necessary plans and specifications were submitted to and received by the Committee, and to conclusively establish to the Committee, in its discretion, that the proposed Structure proposal is in harmony with the surrounding Dwellings, other structures, and topography in the Subdivision.

6.2 ***Committee.*** Until Dwellings have been constructed on all of the Lots in the Subdivision, and certificates of occupancy have been issued for such Dwellings, the Developer shall have the right to serve as the Committee, or to appoint a Committee composed of three members to review and approve proposed plans and specifications under Section 6.1. If a Committee is so appointed, a majority of the Committee may appoint a representative to act for it. In the event of the death or resignation of any member of the Committee, the Developer shall have full authority to appoint a successor.

6.3 ***Delegation of Committee Authority.*** After Dwellings are initially constructed on all Lots in the Subdivision, and certificates of occupancy have been issued for such Dwellings, or at such earlier time as the Developer may elect, the Developer may delegate

to the Board (or to such other person or entity designated in the Articles or the Bylaws) the authority and responsibility to review plans and specifications under Section 6.1, and appoint a Committee or members thereto, which delegation shall be made in writing, signed by the Developer, and evidenced by a document recorded in the Office of the Recorder of Allen County, Indiana. Upon such delegation and recording, the Board (or other person or entity designated under the Articles or the Bylaws) shall succeed to the Committee's responsibilities under Section 6.1 to review subsequent construction, modifications, and additions of structures and landscaping in the Subdivision.

6.4 ***Deemed Approval.*** In the event the Developer (or the Committee or the Board or other person or entity acting under Section 6.2 or Section 6.3) fails to approve or disapprove the design and location of a proposed structure or landscaping within sixty (60) days after plans and specifications have been submitted to and received by the Committee, approval will not be required, and approval under Section 6.1 will be deemed to have been given.

6.5 ***Extent of Committee Review.*** Plans and specifications are not reviewed under Section 6.1 for engineering or structural design or quality of materials, or to assure that any improvement to be constructed pursuant to such plans and specifications is located within building set back lines established under these Covenants, the Plat, or the Ordinance, or is designed or constructed pursuant to these Covenants or applicable building codes or other governmental requirements or permits. By approving such plans and specifications, the Developer, the Committee, the Board, and any of their respective representatives or members acting under Section 6.1 do not assume any liability or responsibility for any defect in any structure or other improvement constructed pursuant to such plans and specifications; nor shall any of them be liable for any damages or equitable relief by reason of mistake in judgment, negligence, or nonfeasance arising out of, or in connection with, any approval, modification, or disapproval of any such plans and specification. Every Owner, for the Owner and all persons claiming by, through, or under the Owner, by acceptance of a deed for a Lot, agrees not to bring any action or suit against the Developer, the Committee, the Board, or their respective officers, directors, agents, employees, or designated representative, as applicable, releases all claims, demands, and causes of action arising under, or related to, review, approval, modification, or disapproval of plans and specifications under Section 6.1, and waives the provisions of any law that provide a general release does not extend to claims, demands, and causes of action not known at the time this release is given.

7. ***GENERAL PROVISIONS.***

7.1 ***Use.*** Lots may not be used except for single-family residential purposes.

7.2 ***Dwelling Size and Type; Garage.***

7.2.1 No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family Dwelling not exceeding two stories in height. No Dwelling shall be built on a Lot having a total square footage (exclusive of one-story open porches, breezeways and garages) of (i) less than 1,400 square feet for a one-story Dwelling, (ii) less than 1,850 square feet for a one and one-half story Dwelling, or (iii) less than 2,200 square feet for a two-story Dwelling.

1,500 ?

7.2.2 Each Dwelling shall have some stone, brick, decorative shakes or decorative metal on the front elevation, unless otherwise approved by Developer.

7.2.3 Each Dwelling shall include not less than a two-car garage, which shall be built as part of the Dwelling, have a floor area of not less than 400 square feet, and shall have one or more doors with an aggregate width of not less than 16 feet.

7.3 ***Building Lines.*** No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line in the case of a corner lot than the minimum building setback lines shown on the Plat. No dwelling shall be located on a Lot nearer than five (5) feet to the interior side Lot line. The rear yard setback shall be a minimum of twenty-five (25) feet.

7.4 ***Minimum Lot Size.*** No Dwelling shall be erected or placed on a Lot having a width of less than 60 feet at the minimum building setback line, nor shall any Dwelling be erected or placed on any Lot having an area less than 9,500 square feet.

7.5 ***Utility Easements.*** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner shall erect on a Lot, or grant to any person, firm, or corporation, the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any kind for electrical, telephone, telecommunication, internet, or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). No such overhead facilities shall be permitted within the public right of way of any street located within the Subdivision. Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling or other structure on a Lot connecting it to the electrical distribution system of any electrical public utility shall be provided by the Owner of the Lot who constructs the Dwelling or structure and shall carry not less than three wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which such installations are located for operation, maintenance, or replacement of service connections.

7.6 ***Surface Drainage Easements.*** Surface drainage easements and any Common Area used for drainage purposes as shown on the Plat, are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet; and the surface of the Real Estate shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition.

7.7 ***Nuisance.*** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to residents in the Subdivision.

7.8 ***Other Structures.*** No structure of a temporary character, basement, tent, shack, above-ground swimming pool or other outbuilding shall be constructed, erected, located, or used on any Lot for any purpose (including use as a Dwelling), either temporarily or permanently. No play sets, "jungle gyms", detached sheds or detached garages, basketball goals, in-ground swimming pools, spas, or hot tubs may be erected or installed on a Lot unless the

Owner obtains prior approval under Section 6.1. All detached sheds and detached garages shall be finished with the same exterior material and color as used on the residence on the Lot, and shall not be placed on the Lot prior to approval by the Committee.

7.9 ***Signs.*** Excluding the Developer's rights to display signage for the development and model home within the requirements of the Ordinance, no sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising a Lot for sale or rent, or used by a builder to advertise a Lot during the construction and sales periods.

7.10 ***Outside Storage.*** No boat, boat trailer, recreational vehicle, motor home, truck, camper or camping trailer, or any other wheeled vehicle shall be permitted to be parked outside of the garage on a Lot for periods in excess of a total of eight (8) days per calendar year. The term "truck" as used in this Section 7.10, means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one ton or more.

7.11 ***Freestanding Poles.*** No clothesline or clothes poles, or any other freestanding, semi-permanent, or permanent poles, rigs, or devices, regardless of purpose (except freestanding basketball goals and flag poles approved by the Committee under Section 6), shall be constructed, erected, located, or used on a Lot or within the Subdivision.

7.12 ***Antennas, Solar and Wind Power.*** No radio or television antenna with more than 24 square feet of grid area shall be attached to a Dwelling, and none shall be attached to the roof of a Dwelling. No freestanding radio or television antenna, or satellite receiving disk or dish shall be permitted on a Lot. No detached or freestanding heating solar panels are permitted on a Lot. However, solar heating panels attached to a Dwelling or garage may be approved under Section 6.1. No wind turbine power generating structure shall be permitted on a Lot

7.13 ***Garbage; Trash.*** All garbage cans, trash and recycle containers or receptacles shall be kept, stored, and placed inside the garage or inside a fenced enclosure to the side of the attached garage except on days when trash pickup is scheduled. Each Owner shall be responsible for properly depositing garbage, trash, and recyclables in cans or containers with lids in a manner that is sufficient for pickup by the appropriate authorities. Garbage and recycling containers shall be placed outside at the curb no earlier than the evening before the day of collection and shall be returned for inside storage no later than the evening of the day of collection.

7.14 ***Oil Drilling.*** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in a Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained, or permitted on a Lot.

7.15 ***Animals.*** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on a Lot, except that dogs, cats, and other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. All pets shall reside inside

Dwellings (no "outside pets"). No dog houses or similar structure shall be constructed, erected, located, or used on any Lot for any purpose.

7.16 ***Dumping.*** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot.

7.17 ***Workmanship.*** All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any Dwelling or attached garage on a Lot.

7.18 ***Driveways.*** All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width, or of such other width or composition as is specifically approved under Section 6.1.

7.19 ***Individual Utilities.*** No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on a Lot.

7.20 ***Street Utility Easements.*** In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, Developer, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

7.21 ***Storm Water Runoff.*** No rain and storm water runoff, or such things as roof water, street pavement and surface water caused by natural precipitation, shall at any time be discharged or permitted to flow into the sanitary sewer system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

7.22 ***Completion of Infrastructure.*** Before any Dwelling on a Lot shall be used and occupied as such, Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. The obligations in this Section 7.22 shall run with the land and shall be enforceable by the Plan Commission or by any aggrieved Owner.

7.23 ***Certificate of Occupancy.*** Before a Lot may be used or occupied, such user or occupier shall first obtain the improvement location permit and certificate of occupancy required by the Ordinance.

7.24 ***Enforcement; No Forfeiture.*** The Association, the Developer, and any Owner (individually or collectively) shall have the right to enforce by any proceeding at law or

in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or subsequently imposed under or by these Covenants. Failure by the Association, the Developer, or an Owner to enforce any provision in these Covenants shall in no event be deemed as a waiver of the right to do so later. If there is a violation or breach of any provision of these Covenants, there shall be no right of reversion or forfeiture of title by reason of such violation or breach. These rights of enforcement, and grievances in general, are subject to the requirements of I.C. § 32-25.5.5 et seq., as may be amended, recodified, or replaced.

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

7.26 ***Duration of Covenants.*** These Covenants shall run with the land, and shall be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time, these Covenants shall automatically be renewed for successive periods of 10 years each.

7.27 ***Subdivision.*** No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot), so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under Section 1.12.

7.28 ***Landscaping.*** Each Owner, except Developer, in developing a Lot by constructing a Dwelling thereupon, shall plant a minimum of twelve (12) well developed shrubs and one (1) tree at a minimum two-inch caliper on the Lot within One Hundred Twenty (120) days of the completion of the Dwelling. Such landscaping shall be installed within one hundred twenty (120) days from the completion of the Dwelling. Landscaping, whether original or replacement, shall first be approved by the Committee pursuant to Section 6. In the event the landscaping was installed without complying with Section 6, or was not installed according to the approved plans and the requirements of this Section 7.28, the Association shall have the right, upon a minimum of thirty (30) days notice to the Owner, require the Owner to install the landscaping as approved by the Committee, or remove landscaping that was not approved by the Committee. The Owner shall be given not less than sixty (60) days to do so. If a Lot Owner fails to comply with this Section, the Association shall have the right to hire the work to be performed and charge all costs to Lot Owner. The Association may collect the amount owed for such work from the Owner, including attorneys' fees and costs in the same manner delinquent fees are to be collected according to Section 4.9. Additionally, the Association shall then have the right to file and hold a lien against the Lot if the outstanding costs remain unpaid for a period of more than sixty (60) days, with the amount of the lien to include costs, filing fees and attorney fees. The lien may be foreclosed in the same manner as a lien for delinquent assessments as stated in Section 4.9.

7.29 ***Lawn Furniture and Grills.*** Lawn furniture and grills may be placed in the backyard only and must fit on the backyard concrete patio or deck.

7.30 ***Seeding of Lawn; Grass and Weeds.*** The Owner of any Lot within the subdivision shall be required to maintain the Lot and to keep weeds and grass trimmed to a height acceptable to the Architectural Control Committee. Further, if a Lot Owner fails to comply with this Section, the Association shall have the right to hire the work to be performed and charge all costs to Lot Owner. The Association may collect the amount owed for such seeding and maintenance from the Owner, including attorneys' fees and costs in the same manner delinquent fees are to be collected according to Section 4.9. Additionally, the Association shall then have the right to file and hold a lien against the Lot if the outstanding costs remain unpaid for a period of more than sixty (60) days, with the amount of the lien to include costs, filing fees and attorney fees. The lien may be foreclosed in the same manner as a lien for delinquent assessments as stated in Section 4.9.

7.31 ***Fences.*** Fences may be erected for the protection of children or containment of pets, or for the isolation of a swimming area. The maximum fence height shall be four (4) feet, and the permitted fence material shall consist of solid white, tan or grey vinyl, or black/bronze ornamental. No fence wall or similar structure shall be permitted on any Lot unless first approved by the Committee pursuant to Section 6. No fence, wall, tree, shrubbery, earthen mound or other planting or sight obstruction shall be erected that obstructs the view from neighboring properties of a lake, pond or common area adjoining a lake or pond unless approved by the Committee in its sole and absolute discretion. In exercising its discretion, the Committee may approve reasonable sight or view obstructions of lakes or ponds. By way of illustration and not limitation, certain types of deciduous trees, or four (4) foot maximum wrought iron fences, may be reasonable, and certain types of evergreen trees and stockade fences may be unreasonable. If a Lot Owner fails to comply with this Section, the Association shall have the right to enter the Lot to remove sight obstructions, including removing fences or trimming or removing trees, shrubbery and other landscaping that obstructs the view of the lake or pond from adjacent Lots, or otherwise has not been approved by the Committee, and bill the owner for such work including attorneys' fees and costs and collect the amount owed in the same manner delinquent fees are to be collected according to Section 4.9. Additionally, the Association shall then have the right to file and hold a lien against the Lot if the outstanding costs remain unpaid for a period of more than sixty (60) days, with the amount of the lien to include costs, filing fees and attorney fees. The lien may be foreclosed in the same manner as a lien for delinquent assessments as stated in Section 4.9.

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

8.1 After Dwellings are initially constructed on all Lots in the Subdivision, and certificates of occupancy are issued by the Plan Commission for such Dwellings, in order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the Lots in the Subdivision. For purposes of this Section 8.1, the term "owner" shall have the same meaning with respect to Lots in such future sections, as the term "Owner" is defined in Section 1.15.

8.2 Until Dwellings are initially constructed on all Lots in the Subdivision and certificates of occupancy are issued for those Dwellings, in order to amend the Covenants, the Developer, in addition to those persons whose signatures are required under Section 8.1, also

must sign the amendatory document, subject to the limitations set on Developer approval pursuant to I.C. § 32-25.5-3-9, as may be amended, replaced, or recodified.

8.3 **NOTWITHSTANDING THE PROVISIONS OF SECTIONS 8.1 AND 8.2**, Developer and its successors and assigns shall have the exclusive right for a period of two years from the date the Plat and these Covenants are recorded, to amend any provisions in these Covenants (except Section 7.2 and Section 8.1), without approval of the Owners.

8.4 For any amendment of these Covenants to be effective, the approval of the Plan Commission shall be required.

9. ***ATTORNEYS' FEES AND RELATED EXPENSES.*** In the event the Association, Developer, an Owner, or the Plan Commission brings an action, whether at law or in equity, to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or to collect any charge now or subsequently imposed by provisions of these Covenants, the prevailing party in such action shall be entitled to recover from the party against whom the proceeding was brought, the reasonable attorneys' fees and related costs and expenses incurred in such proceeding.

10. ***SIDEWALKS.*** Sidewalks are required to be at least five feet wide, within the street rights-of-way in front of all Lots, as required under the Ordinance. Installation of such sidewalks shall be the obligation of the Owners of those Lots (exclusive of Developer). The sidewalk to be located on a Lot shall be completed in accordance with the Ordinance, and such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. A violation of this Section 10 shall be enforceable by the Plan Commission or its successor agency, by appropriate legal or equitable remedy.

11. ***FLOOD PROTECTION GRADES.*** Flood protection grades ("FPGs") are established as set forth on the Plat. All Dwellings on Lots with FPGs shall be constructed so that minimum elevation of the first floor, or the minimum sill elevation of any opening below the first floor, is at or above the minimum FPG.

12. ***GEOTHERMAL SYSTEMS.***

12.1 Owners of Lots in the Subdivision shall have the right to install and maintain the following described types of geothermal heating and cooling systems to service Dwellings located on the Owners' Lots, and the right to use the Association property described below:

12.1.1 A system with a closed loop heat exchanger designed to use retention or detention ponds located in Common Area adjacent to such Lots; or

12.1.2 A system that uses and discharges well water from the system into storm sewers and into retention or detention ponds located in Common Area adjacent to such Lots.

12.2 Any system so installed shall:

12.2.1 Satisfy regulations of the Indiana Department of Natural Resources, and all applicable federal, state, and local laws, ordinances, and regulations;

12.2.2 Satisfy reasonable requirements of the Allen County Surveyor or other applicable governmental agency regarding surface water drainage and erosion control;

12.2.3 Be installed according to approved guidelines of and by technicians certified by a recognized national trade organization related to geothermal heating systems, or some other nationally recognized applicable standard; and

12.2.4 Shall be first, prior to installation, be approved by the Developer or the Association to review and approve how the Common Area is being used. The Association, or the Developer before it, may delegate this authority to the Committee.

12.3 Any Owner using property owned by the Association for the purposes described in Section 12.1 agrees to indemnify and hold the Association harmless from and against all claims, losses, damages, and judgments (including reasonable attorneys' fees and litigation expenses) caused by, or resulting from, the Owner's use of Association property in connection with a system.

13. ***ADJACENT DEVELOPMENT***. Undeveloped property south of and adjacent to Lots 25 through 31 is zoned R2, Two-Family Residential which permits two-family dwellings (duplexes). Undeveloped property east of and adjacent to Lots 1 through 5, and Lot 38 is zoned R1, Single Family Residential, and could develop into single family housing, or could be subject to requests to be rezoned to two-family, multi-family, or commercial uses.

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[SIGNATURE PAGE FOLLOWS]

Department of Planning Services
Restrictive Covenant/ Written Commitment Amendment

Development or Subdivision Name: Maumee Meadows, Sec. I

I/we, Maumee Meadows Development, LLC

request to amend the approved conditions/restrictions.

Type of development: Residential (residential/commercial/industrial)

Size of development: 38 (lots/ units/ square feet) _____ (acres)

Location of development: In the SE Quarter (NE, NW, SE, SW) of Section 20 of Maumee Township. It is further described in the attached legal description.

Present zoning: R1 Date of original approval: Jan. 16, 2025

The requested amendment and reasoning is: To make certain changes to the Recorded Covenants re: Dwelling size, domestic animals, fences, yard lights and trash removal.

Property Owner: Maumee Meadows Development, LLC

Officers *(if owner is incorporated)*: Paul Schmucker

Address: 13131 Ehle Rd.

City: New Haven State: IN Zip: 46774

Telephone: 260-433-9920 Fax: _____

- ☐ Written Commitment Amendment ($500 Filing Fee)
- ☒ Restrictive Covenant Amendment ($100 Filing Fee)

I/we certify I am/we are the owner(s) of the property shown on this application; that I/we agree to abide by all provisions of the Allen County Zoning and Subdivision Control Ordinance as well as all procedures and policies of the Allen County and City of Fort Wayne Plan Commission's as those provisions, procedures, and policies relate to the handling and disposition of this application; that the above information is true and accurate to the best of my/our knowledge; and the applicable filing fee due with this application (checks to be made payable to the Allen County Treasurer).

Name	Signature	Date
Paul Schmucker, President	Paul E Schmucker	1-6-25

Staff Use Only

This is to certify the required filing fee was received on _____ and documented with Receipt No. _____ by _____