

Recorded as Presented
Allen County Indiana
Recorder Nicole Keesling

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

WHEREAS, Harrington Community Association Inc., an Indiana corporation, executed and placed of record that certain Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements, and Approvals Appended to as Part of the Dedication and Plat of Harrington, Section I, a Subdivision in St. Joseph Township, Allen County, Indiana, in the Office of the Recorder of Allen County, Indiana, recorded on August 17, 2005 as Document Number 205052812, as amended by that Document Number 206025998 on May 9, 2006, as amended by that Document Number 206038290 recorded on June 26, 2006; and

WHEREAS, Harrington Community Association Inc., an Indiana corporation, executed and placed of record that certain Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements, and Approvals Appended to as Part of the Dedication and Plat of Harrington, Section I Phase II, a Subdivision in St. Joseph Township, Allen County, Indiana, in the Office of the Recorder of Allen County, Indiana, recorded on January 6, 2015 as Document Number 2015000486; and

WHEREAS, Harrington Community Association Inc., an Indiana corporation, executed and placed of record that certain Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements, and Approvals Appended to as Part of the Dedication and Plat of Harrington, Section I Phase III, a Subdivision in St. Joseph Township, Allen County, Indiana, in the Office of the Recorder of Allen County, Indiana, recorded on November 6, 2019 as Document Number 2019057310; and

WHEREAS, Harrington Community Association Inc., an Indiana corporation, executed and placed of record that certain Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements, and Approvals Appended to as Part of the Dedication and Plat of Harrington, Section I Phase IV, a Subdivision in St. Joseph Township, Allen County, Indiana, in the Office of the Recorder of Allen County, Indiana, recorded on November 6, 2019 as Document Number 2019057310; and

This dedication and declaration of protective restrictions, covenants limitations, easements and approvals appended shall apply to all sections and phases of Harrington, a subdivision of St. Joseph Township, Allen County, Indiana.

All sections and phases, including all lots (1 through 70) shall be subject to and impressed with the covenants, restrictions, easements and limitations hereinafter set forth. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with

and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

PREFACE

Harrington is a tract of real estate developed by Landmark of Fort Wayne, LLC. It consists of 70 residential lots and shall henceforth be known as the Association. Each owner of a lot shall become a member of the Association and shall be bound by its Articles of Incorporation and By-Laws.

It shall be the obligation of the Association to make provision for the maintenance of all common areas and all Harrington sections and phases designated on the face of the Plat.

This Preface and its statements shall be deemed a covenant of equal force and effect as all others herein set forth.

ARTICLE I Definitions

The terms hereinafter set forth shall have the following meanings:

Section 1. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain approvals in connection with improvements and developments. The Committee shall be composed of the then-current Board of Directors and any special appointees as deemed necessary. Any vacancies from time to time shall be filled pursuant to the terms of these Restrictions or the By-Laws of the Association.

Section 2. "Homeowner's Association" shall mean and refer to Harrington Villaminium Association, Inc, its successors and assigns.

Section 3. "By-Laws" shall mean the By-Laws initially adopted by the Homeowner's Association, and all amendments and additions thereto.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners of Lots in Harrington. This shall encompass all Sections and Phases of the Harrington Subdivision.

Section 5. "Developer" shall mean LANDMARK OF FORT WAYNE, LLC, an Indiana Corporation, its grantees, successors or successors in interest and any person, firm or corporation designated by it or its said successor or successor in interest.

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

Section 7. "Lot" shall mean all lots in Harrington, all Sections and Phases as platted or any tract of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots upon which a dwelling may be erected in accordance with the restrictions hereinafter set forth. Provided, however, no tract of land consisting of part of any one Lot, or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of at minimum fifty (50) feet in width at the established building line as shown on the Plat.

Section 8. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Plat, including contract purchasers, excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Restrictions" shall mean and refer to these Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of all Sections and Phases of Harrington.

Section 10. "Subdivision" shall mean Harrington and all of its Sections and Phases, a Subdivision located in St. Joseph Township, Allen County, Indiana.

Section 11. "Harrington" shall mean and refer collectively to each Section and Phase of the Harrington Subdivision, as it may be changed from time to time.

Section 12. "Association" shall mean and refer to Harrington Villaminium Association, Inc.

ARTICLE II Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after a hearing by the Board of Directors of the Association.

- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, said Owner's right of enjoyment to the Common Area and facilities to the members of his/her family who reside on the property.

ARTICLE III Architectural Control

No building, improvements, construction, excavation, fence, wall, exterior lighting, statues, lawn ornaments or other non-living landscaping ornamentation device, solar panels, or other structure shall be commenced, erected, altered or maintained upon any Lot, nor shall any exterior addition to or change or alteration of any Dwelling Unit be made until two (2) sets 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 by the Architectural Control Committee as to (1) harmony of external design and location in relation to surrounding structures and topography, and (2) the standards and guidelines established by the Architectural Control Committee from time to time. All approvals shall be requested by submission to the Architectural Control Committee of plans and specifications in duplicate, showing the following:

- (a) The Dwelling Unit, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
- (b) All mailboxes and exterior ornamentation;
- (c) Plans for all floors and elevations, including projections and wing walls;
- (d) Exterior lighting plans;
- (e) Walls, fencing, and screening;
- (f) Patios, decks, and porches.

Neither the Developer, the Architectural Control Committee, the Association, nor any member, officer or director thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgement, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity, who submits plans to the Architectural Control Committee agrees, by submission of such plans, that they will not bring any action or suit against the Committee, the Association, or the Developer to recover any damages or to require the Committee or the Developer to take or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in

accordance therewith. Neither the submission of any complete sets of plans to the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

Due to the completion of all 70 primary residences the Board of Directors for the Association shall be considered the Architectural Committee. This Board/Committee shall have the right to designate a replacement in the event of a death or resignation of a current member. This Board/Committee shall endeavor to approve or disapprove any request properly submitted to them within thirty (30) days of receipt.

ARTICLE IV Harrington Villaminium Association, Inc.

Section 1. Organization. There has been organized in connection with the development of Harrington, and its various section, an incorporated not-for-profit association know as Harrington Villaminium Association, Inc. (the "Association").

Section 2. Membership and Voting Rights. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Owners shall be entitled to one (1) vote for each lot owned.

Section 3. Continuing Memberships. The owner of any lot shall continue to be a member of the Association so long as he/she is primary resident of a lot for the purpose herein mentioned. Membership shall pass with the transfer of title to the Lot.

Section 4. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) quarterly assessments; (2) special assessments; (3) Club assessment (if applicable); and (4) Tax Recoupment Assessment. Such assessments shall be established and collected as hereinafter provided. The annual, special, Club and Tax Recoupment assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 5. Purpose of Quarterly Assessments. The quarterly assessments levied by the Association shall be used exclusively to promote the recreation, health,

and welfare of the Owners in all Subdivisions of Harrington, including, but not limited to, the improvement and maintenance of the Common Area, maintenance of street lighting, storm water detention basins, outlet pipes and water level control structures, and removal of snow and ice from the streets. In addition, the quarterly assessments shall be used exclusively to fund all other obligations of the Association set forth herein.

Section 6. Maximum Quarterly Assessment. As of January 1, 2025, the quarterly rate will be Four Hundred Dollars (\$400).

- (a) The maximum quarterly assessment may not be increased more than 8% above the maximum quarterly assessment for the prior year, without the vote or written consent of fifty-one percent (51%) of the members of the Association.
- (b) The Board of Directors of the Association may fix the quarterly assessment at an amount not in excess of the maximum without the vote or written assent of fifty-one percent (51%) of the members of the Association.

Section 7. Calculation of Quarterly Assessment. The quarterly assessment shall be determined as follows:

- (a) The Board of Directors of the Association shall establish a budget for each calendar year and shall determine the quarterly assessment required to meet such budget. The Board of Directors shall mail to all Association members a copy of said budget and notice of the ensuing year's assessment. The annual budget shall also be presented at the annual Association meeting.
- (b) The amount of the quarterly assessment set forth by the Board of Directors for any such calendar year may be changed pursuant to the By-laws of the Association.

Section 8. Special Assessment for Capital Improvements and Extraordinary Items. In addition to the annual maintenance assessment authorized above, the Board of Directors of the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of necessary maintenance of an extraordinary nature or the cost of new construction or replacement of items of a capital nature, or to cover a budget shortage provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of members. Any action authorized by this Article IV, Section 8, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor 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 a meeting, but such vote is less than the prerequisite fifty-one percent (51%) of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 9. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or yearly basis, as the Board of Directors may determine from time to time.

Section 10. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article, the Association may levy in any assessment year, an assessment ("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax, and/or penalty and/or interest on a tax imposed upon, assumed by or assessed against the Association or its properties, and arising out of or in any way related to the acceptance of title to, the ownership of and/or operation or maintenance of any plant or equipment (including utility lines, lift stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and solid waste, and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plant or equipment.

Section 11. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment (Annual, Special, or Tax Recoupment) not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. In any successful action, the Association shall be entitled to recover all of its costs and expenses, including attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien for such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Maintenance of Building Exteriors

Section 1. Building Exteriors, Landscaping and General Maintenance. Each Owner shall maintain the roof and exterior portion of each Dwelling Unit in good condition and repair, including painting, staining, repair and replacement of siding, and pressure washing of siding as necessary and each Owner shall be responsible for the repair of maintenance of decks and screened-in porches, any concrete on a Lot, or yard lights and other exterior lights, including replacement of bulbs, and for window washing and glass replacement. It shall be the responsibility of the Association for the removal

of snow from driveways and sidewalks, and to maintain the lawn and landscaping on each Lot. The frequency and manner of performance of such maintenance shall be determined by the Board of Directors of the Association.

Section 2. Other Maintenance. Except to the extent of the Association's responsibility for any maintenance and repair, each Owner shall at his/her sole cost and expense maintain and repair his/her Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event any Owner shall fail to maintain and repair his/her Lot and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law and without waiving any of said alternative remedies, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the dwelling units and any other improvement erected thereon; and each Owner (by acceptance of a Deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand. Such costs incurred and demanded by the Association, together with interest, costs and reasonable attorney's fees, shall have the same status as both a continuing lien on the Lot and improvements and the personal obligation of the Owner as an assessment and the Association shall have the same remedies as made under Article IV, Section 11 hereof, and the failure of any such Owner to pay the same shall carry with it the same consequences as a failure to pay such an assessment when due.

Section 3. Maintenance Easements. The Association and the Owner of any Lot whose dwelling is constructed up to or within nine (9) feet of an interior Lot line shall have an access easement over a portion of the adjacent Lot which shall be five (5) feet in width measured from said Lot line, for the entire length of said Lot line separating the two Lots, for purposes of maintaining, replacing, and repairing the exterior of the dwellings so located. This access shall extend to the agents, employees, and independent contractors of either the Association, the Owner, or both. Any damage to an adjacent Lot or landscaping on an adjacent Lot shall be repaired at the expense of the Association, the Owner, or their respective agents, employees or independent contractors utilizing this easement.

Each Owner shall also have a permanent easement permitting roof structure which overhang and encroach upon the adjoining servient Lot, provided that construction of such roof structure is permitted and approved as elsewhere herein provided.

Section 4. Utility Easements. Easements are hereby expressly reserved and dedicated with dimension, boundaries, and locations as designated on the plat for the installation and maintenance of public utilities (including, but not limited to water, gas, telephone, electricity, sanitary sewer, cable television, storm drainage facilities, and any other utilities of a public or quasi-public nature).

Any utility company and Developer, their successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of permanent structure except improvements installed by Developer, or

an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction to its original form. The utility will restore any improvement installed by Developer or other authorized utility.

The utility operating the sewer lines and sewage disposal facilities of said section shall have jurisdiction over the installation of all sewer connections and the same shall be installed to property lines of each Lot by the Developer or its successor in interest.

ARTICLE VI General Provisions

Section 1. Purposes. No Lot shall be used except for residential purposes. No Dwelling Unit shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family Dwelling Unit not to exceed one and one-half (1½) stories in height. Each Dwelling Unit shall include no less than a two-car attached garage and basements may be constructed as a part of the Dwelling Unit.

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

- (a) No sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit;
- (b) No commodity is sold upon the Lot;
- (c) No person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and
- (d) No mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tearoom, licensed childcare center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

No Dwelling Unit shall be leased or otherwise used as a rental property, occupied by anyone other than the Owner, except as permitted hereinafter. Dwelling Units which are leased as of the effective date of these Restrictions shall be permitted to be rented until the expiration of the current lease term, at which time such Dwelling Unit shall revert back to the Owner and shall be Owner-occupied thereafter. The Board of Directors of the Association may request a complete copy of any existing lease. In the event the Association or any Owner brings an enforcement action to enforce this provision, the prevailing party shall be entitled to the costs of such action, including, but not limited to, attorney's fees and court costs.

Section 3. Building Sizes. No Dwelling Unit shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story porches, breezeway or garage less than 1,000 square feet for a one-story Dwelling Unit, nor less than 700 square feet on the first floor for a Dwelling Unit of more than one (1) story, so long as the combined total living area square footage for the first and second story is greater than 1,250 square feet.

Section 4. Garages. All Dwelling Units must have no less than a two-car attached garage. All garage interiors must be completed with drywall.

Section 5. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear property line than the minimum building setback lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of five (5) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to a rear property line if there is no rear setback line shown on the recorded plat.

Section 6. Minimum Lot Size. No Dwelling Unit shall be erected or placed on any Lot having a width of less than fifty (50) feet at the minimum building setback line, nor shall any Dwelling Unit be erected or placed on any Lot having an area of less than 7,500 square feet.

Section 7. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded 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). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. All easements for public and municipal utilities and sewers as dedicated on the face of the plat shall be kept free of all permanent structures and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or replace their utility or sewage facilities. The removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them to pay damages or to restore the obstruction to its original form. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 100 amperes.

Section 8. Surface Drainage. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conduits 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 easement shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 9. Maintenance of Lots and Dwelling Units. No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Article IV, above, and such amounts shall become a lien upon the Lot and be subject to the same collection rights and remedies granted to the Association in Article IV.

Section 10. Landscaping. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the Dwelling Unit, whichever occurs first.

Section 11. Nuisances. No noxious or offensive activity may be carried 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 speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on a Lot which are audible, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 12. Temporary Structures and Storage: No Overnight Parking. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all-terrain vehicle (ATV), camper or camping trailer, detached basement, tent, shack, detached garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way with the Subdivision at any time, or used as a residence either temporarily or permanently. There shall be no overnight parking of vehicles on or along any public street or right-of-way.

Section 13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet, advertising such Lot for

sale, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 14. Radio and Television Antennas. No radio or television antenna shall be attached to any Dwelling Unit. No free-standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish that exceeds 24 inches x 34 inches in diameter (or that otherwise that exceeds the size required by the rules of the FCC) shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 15. 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 16. Animals. Owners of the Dwelling Units may have two (2) pets, such as cats or dogs, not to exceed fifty (50) pounds each; however, such will not be permitted outside of the Dwelling Unit unattended or unrestrained within the property of the Dwelling Unit. Proper restraint shall include, but not limited to, staked leash, fence, or invisible fence. It is the Owner's responsibility to clean up after their animal on any Lot in the Association and in the Common Areas.

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 purposes.

Section 17. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision 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 shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units, which materials will consist of concrete-type board siding, masonry, vinyl or cedar. In the event vinyl siding is installed on a front elevation of a Dwelling Unit, it must be accompanied by masonry or other special architectural trim features. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

All Dwelling Units shall have a minimum roof pitch on the front elevation of 6:12.

Section 18. Driveways. All driveways from the street to the garage shall be poured concrete or masonry and not less than sixteen (16) feet in width.

Section 19. 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 this Subdivision.

Section 20. Geothermal Systems.

20.1 An Owner whose Lot is immediately adjacent to Common Area containing a retention or detention pond shall have the right to install and maintain the following described types of geothermal heating and cooling systems ("Systems") to service the Dwelling Unit located on the Lot, and the right to use the Association property described below.

20.1.1 A System which uses and discharges well water from the System into retention or detention ponds located in Common Areas adjacent to such Lot.

20.2 Any Systems so installed must:

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

20.2.2. Satisfy reasonable requirements of the Allen County Surveyor or other applicable governmental agency regarding surface water drainage and erosion control; and obtain written approval from the Association.

20.2.3. Be installed according to approved guidelines of, and by technicians certified by, the International Ground Source Heat Pump Association.

20.3. Any Owner using Common Area owned by the Association for the purpose described in Section 20.1 agrees to be responsible for and shall indemnify and hold the Association harmless from and against all claims, losses, damages, and judgments (including reasonable attorney fees and litigation expenses) caused by, or resulting from, the Owner's use of Association property in connection with the Systems.

Section 21. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this Plat, are hereby reserved and granted to the Developer, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 7 and 8 or this Section 21 of Article VI, and their respective successors or assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 22. 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 into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Runoff Sewer System.

Section 23. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer of any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 24. 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 City of New Haven an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Building Department.

Section 25. Pools and Hot Tubs. No above ground pool, regardless of size, shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot.

Section 26. Swing Sets and Play Equipment. No swing sets or play equipment will be permitted on any Lot.

Section 27. Fencing. All proposed fencing must be submitted to and approved by the Architectural Control Committee in writing in accordance with Article III, herein, and such proposed fencing must be in compliance with any applicable Allen County zoning ordinance.

Section 28. Solar Panels. All proposed solar panels to be installed on a Lot shall be submitted to and approved by the Architectural Control Committee in writing in accordance with Article III and: (i) shall be allowed only on the roof of a Dwelling Unit; (ii) shall not be visible from the front or sides of a Dwelling unit; and (iii) shall be in compliance with any applicable law, ordinance and/or regulation.

Section 29. Storage Areas. No Lot shall be used or maintained as a dumping ground for rubbish. Garbage, trash and refuse shall be placed in sanitary containers, which shall be concealed and contained with the Dwelling Unit. Firewood must be placed adjacent to the Dwelling Unit behind a visual barrier screening this area so that it is not visible from neighboring streets. The visual barrier screening and the area to

be used must be approved by the Architectural Control Committee. No incinerators or outside incinerators shall be kept or allowed on any Lot.

Section 30. Mailboxes. The type, location, and installation of mailboxes will be approved by the Board of Directors.

Section 31. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot shall be completed with twelve (12) months after the beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 32. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single Dwelling Unit, said Owner shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit. Notwithstanding the foregoing, each of the Lots constituting the site for such single Dwelling Unit shall remain as individual Lots for purposes of all assessments permitted by the terms of these Restrictions. As such, the Owner will be assessed for each Lot used as a site for a single Dwelling Unit.

Section 33. Enforceability. The Association and any Owner shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 34. Right of Entry. The Architectural Control Committee and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purpose of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Architectural Control Committee and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, the Architectural Control Committee and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 35. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 36. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land and be effective for a term of twenty (20) years from the date these Restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these Restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Section 37. Subdivision of Lots. No lot or combination of lots may be further subdivided unless seventy-five percent (75%) of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the City of New Haven.

Section 38. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 39. Dwelling Unit Exterior Building Surfaces. All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

Section 40. 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 this Subdivision. No outside incinerators shall be kept or allowed on any Lot.

Section 41. Cost and Attorney's Fees. In the event the Association, is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, assessment or charge now or subsequently impose by the provisions of these Covenants, they shall be entitled to recover from the part against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 42. Flood Protection Grade. All Dwelling Units to be constructed on the Lots designated herein shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor as shown on the recorded plat of this Subdivision.

Section 43. Sidewalks. Plans and specifications for this subdivision on file with the City of New Haven require the installation of five (5) foot wide concrete sidewalks

adjacent to all public streets located within the Subdivision. All corner Lots shall require sidewalks along both streets adjacent to the Lot.

Installation of said sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the Developer, and shall be completed in accordance with said plans and specifications. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 44. Yard Lights. A dusk to dawn light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line and shall at all times be maintained and operational.

Section 45. Maintenance of Storm Water Facilities. The Association shall assume and pay the expenses for all repairs and maintenance of the storm water pipes, swales and fore bays; provided, however, the Association may assess any such costs to the Owners pursuant to the terms of Article IV above.

[Signature Pages Follow]

The undersigned representing not less than 75% of the Owners of the Association and the Homeowner's Association, hereby declare this to amended and restate the Dedication and Declaration Of Protective Restriction, Covenants, Limitations, Easements, and Approvals Appended to as part of the Dedication and Plat of Harrington, Section I and Section I, Phases II, III and IV.

SM Owner(s) of Lot Number 1
1603 Chesnee Ln

Sandra S. Gordon
Sandra S. Gordon

Owner(s) of Lot Number 2
1533 Chesnee Ln

Mahmuda Arman

SM Owner(s) of Lot Number 3
1525 Chesnee Ln

Douglas B. May
Douglas B. May

SM Owner(s) of Lot Number 4
1519 Chesnee Ln

Pauletta A. Elam
Pauletta A. Elam

Angela R. Stanley

Monica M. Elam

Owner(s) of Lot Number 5
1511 Chesnee Ln

PROXY
Susan Perry

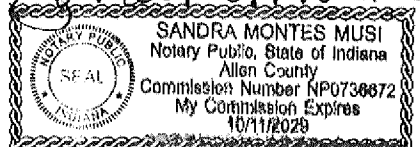
SM Owner(s) of Lot Number 6
1507 Chesnee Ln

Charles Dunaway
Marilyn Dunaway
Marilyn Dunaway

Owner(s) of Lot Number 7
1501 Chesnee Ln

Jeremy Joseph Brooks

Owner(s) of Lot Number 8
9402 Bonham Ln


Nancy L. Lambricht
Sandra Montes Musi



Owner(s) of Lot Number 9
9408 Bonham Ln


James H. Cheviron


 Owner(s) of Lot Number 10
9414 Bonham Ln

Patty J Buuck Revocable Trust
Agreement u/a/d 1/24/23


By: 
Patty J. Buuck/Trustee


 Owner(s) of Lot Number 11
9420 Bonham Ln


Rebecca R. Dolby

 Owner(s) of Lot Number 12
9426 Bonham Ln


Jacqueline L. Plasterer

 Owner(s) of Lot Number 13
9432 Bonham Ln


Mary K. Meyer

 Owner(s) of Lot Number 14
9502 Bonham Ln

Stephen A. Tomlinson


Diane R. Tomlinson

Owner(s) of Lot Number 15
9508 Bonham Ln

David A Rauch

Lorna Mae Rauch

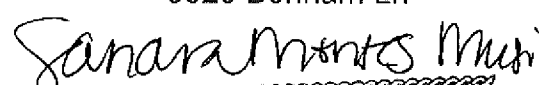
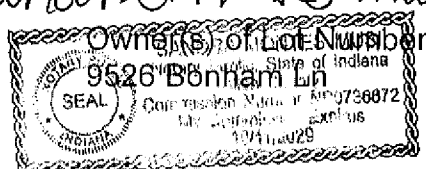
Owner(s) of Lot Number 16
9512 Bonham Ln

Mark G. McComb

Kathryn D. McComb

Owner(s) of Lot Number 17
9520 Bonham Ln

David Rulka


 Owner(s) of Lot Number 18
9526 Bonham Ln


Cynthia N. Sander

gm Owner(s) of Lot Number 19
9532 Bonham Ln

Thomas Hannie
Thomas Hannie

Owner(s) of Lot Number 20
1506 Dunnagans Way

Danny C. Johnson

Barbara S. Johnson

Owner(s) of Lot Number 21
1510 Dunnagans Way

PROXY
Sarah Jane Saxman

Kimberly S. Hoffmann

Michael L. Saxman

gm Owner(s) of Lot Number 22
1516 Dunnagans Way

Judith L Blair
Judith L. Blair

gm Owner(s) of Lot Number 23
1522 Dunnagans Way

Gary Hall
Gary Hall
Greta Hall
Greta Hall

gm Owner(s) of Lot Number 24
1526 Dunnagans Way

Ronald K & Janet A Richmond
Revocable Trust agreement dtd 7/30/08

By: _____
Ronald K Richmond, Co-Trustee

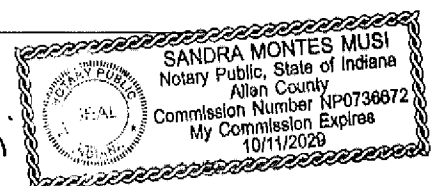
Ronald K & Janet A Richmond
Revocable Trust agreement dtd 7/30/08

By: *Janet A. Richmond*
Janet A Richmond, Co-Trustee

Owner(s) of Lot Number 25
1530 Dunnagans Way

Janice Roddy

Sandra Montes Musi



SM
Owner(s) of Lot Number 26
1534 Dunnagans Way

Francis Ronald & Marilyn Trst Dtd Aug
19 2004

By: _____
Ronald R. Francis, Co-Trustee

Francis Ronald & Marilyn Trst Dtd Aug
19 2004

By: *Marilyn E. Francis*
Marilyn E. Francis, Co-Trustee

SM
Owner(s) of Lot Number 27
1531 Dunnagans Way

Richard A. Burkett
Richard A. Burkett

Linda L. Burkett

SM
Owner(s) of Lot Number 28
1523 Dunnagans Way

Mary A. Police
Mary A. Police

Joint Revocable Tax Planning Trust
Agreement dtd 3/13/12

SM
Owner(s) of Lot Number 29
1515 Dunnagans Way

By: _____
Gene W. Thiele, Trustee

Joint Revocable Tax Planning Trust
Agreement dtd 3/13/12

By: *Gladys G. Thiele*
Gladys G. Thiele, Trustee

SM
Owner(s) of Lot Number 30
9519 Bonham Ln

Gregory A. Peters
Gregory A. Peters

Colleen S. Peters

SM
Owner(s) of Lot Number 31
9511 Bonham Ln

Ronald Bade
Ronald Bade

Elizabeth Bade

Sandra Montes Musi



Owner(s) of Lot Number 32
9507 Bonham Ln

PROXY

Edwin Byer

Karen S. Byer

Owner(s) of Lot Number 33
9501 Bonham Ln

Janet M Perez 2023 Revocable Trust dtd
11/29/23

By: Janet M. Perez, Trustee

Owner(s) of Lot Number 34
9435 Bonham Ln

Phil E. Lydy

Carol D. Lydy

Owner(s) of Lot Number 35
9431 Bonham Ln

Ruth A. Snyder
Ruth A. Snyder

Owner(s) of Lot Number 36
9425 Bonham Ln

PROXY

Linda L. Jacquay

Gerald F. Jacquay

Owner(s) of Lot Number 37
9421 Bonham Ln

Trina K. Devine
Trina K. Devine

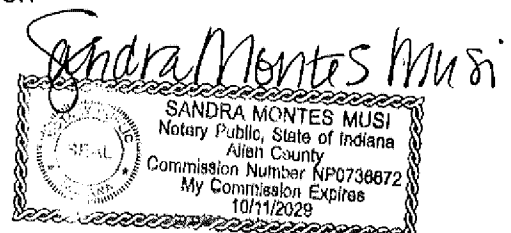
Owner(s) of Lot Number 38
9415 Bonham Ln

PROXY

Lori S. Liechty

Owner(s) of Lot Number 39
9409 Bonham Ln

Catherine Marden
Catherine Marden



SPM Owner(s) of Lot Number 40
1524 Chesnee Ln

Carol A. Martin
Carol A. Martin

Owner(s) of Lot Number 41
1530 Chesnee Ln

Rice-Webster Family Trust dtd 5/17/23

By: _____
Curt B. Rice, Trustee

Rice-Webster Family Trust dtd 5/17/23

By: _____
Elizabeth S. Webster, Trustee

Owner(s) of Lot Number 42
1536 Chesnee Ln

Curt B. Rice

PROXY
Myra K. Gilbert

SPM Owner(s) of Lot Number 43
1609 Dunnagans Way

Lisbeth A. Dickerson
Lisbeth A. Dickerson

SPM Owner(s) of Lot Number 44
1635 Dunnagans Way

Ruth Ann Stemmler
Ruth Ann Stemmler

SPM Owner(s) of Lot Number 45
1657 Dunnagans Way

Keith W. Peters
Keith W. Peters

Kathy D. Peters

SPM Owner(s) of Lot Number 46
1650 Dunnagans Way

Andrea R. Counterman
Andrea R. Counterman

SPM Owner(s) of Lot Number 47
1628 Dunnagans Way

Jerry L. Goeglein
Jerry L. Goeglein

Rhoda E. Goeglein

SM
Owner(s) of Lot Number 48
9404 Chesagan Ct

Jack E. Cain

Jill N. Cain
Jill N. Cain

SM
Owner(s) of Lot Number 49
9420 Chesagan Ct

Michael C. Meyer

Kimberly S. Meyer
Kimberly S. Meyer

SM
Owner(s) of Lot Number 50
9438 Chesagan Ct

Michael R. Annable
Michael R. Annable

Owner(s) of Lot Number 51
9454 Chesagan Ct

Theresa L. Annable

PROXY
Timothy Freiburger

Geri L. Freiburger

SM
Owner(s) of Lot Number 52
9472 Chesagan Ct

Pamela K. Hood
Pamela K. Hood

SM
Owner(s) of Lot Number 53
9490 Chesagan Ct

Lawrence O & Marilyn J Moeller Joint
Revocable Trust Agreement dtd 5/22/20

By: *Marilyn J. Moeller*
Marilyn J. Moeller Co-Trustee

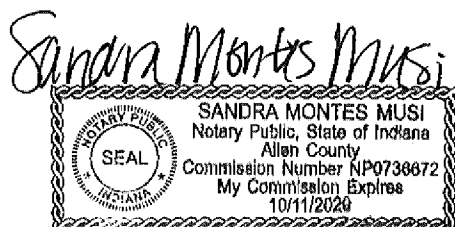
Lawrence O & Marilyn J Moeller Joint
Revocable Trust Agreement dtd 5/22/20

By: _____
Lawrence O. Moeller, Co-Trustee

Sarah Sovine
Sarah Sovine

SM
Owner(s) of Lot Number 54
9502 Chesagan Ct

C. Wayne Sovine Jr.



SM
Owner(s) of Lot Number 55
9505 Chesagan Ct

Timothy L. Pinkerton

Renee L. Pinkerton

Renee L. Pinkerton

SM
Owner(s) of Lot Number 56
9491 Chesagan Ct

Margaret Sue Luther

Margaret Sue Luther

SM
Owner(s) of Lot Number 57
9473 Chesagan Ct

Greg Rahrer

Betty J. Rahrer

Betty J. Rahrer

Owner(s) of Lot Number 58
9457 Chesagan Ct

PROXY

Caren Merz

SM
Owner(s) of Lot Number 59
9435 Chesagan Ct

Steven P. Alles

Steven P. Alles

Debra K. Alles

SM
Owner(s) of Lot Number 60
1710 Chesnee Ln

Catherine L. Cummins

Catherine L. Cummins

Owner(s) of Lot Number 61
1711 Chesnee Ln

Cassandra S. Scheid

Owner(s) of Lot Number 62
1683 Chesnee Ln

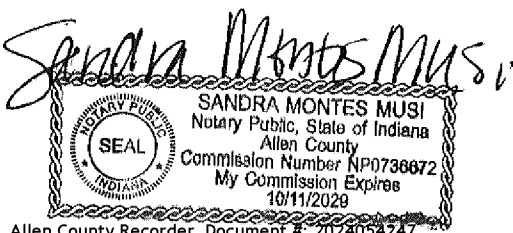
Steven L. Tassler

Wendy S. Wilhelm

Owner(s) of Lot Number 63
1663 Chesnee Ln

PROXY

Stuart Hirsch



Owner(s) of Lot Number 64
1727 Chesnee Ln

Harold R. Rider

SM
Owner(s) of Lot Number 65
1743 Chesnee Ln

Linda L. Rider

Ann T. Renier

Ann T. Renier

Owner(s) of Lot Number 66
1771 Chesnee Ln

Thomas A. Renier

PROXY

Thomas Vonderau

SM
Owner(s) of Lot Number 67
1783 Chesnee Ln

Kerry Vonderau

Robert L. Albertson

Doris H. Albertson

Doris H. Albertson

Owner(s) of Lot Number 68
1776 Chesnee Ln

Barbara Lou Trabel

SM
Owner(s) of Lot Number 69
1754 Chesnee Ln

Homer Keifer Jr & Cathaleen A Keifer
Joint Revocable Trust dtd 12/16/19

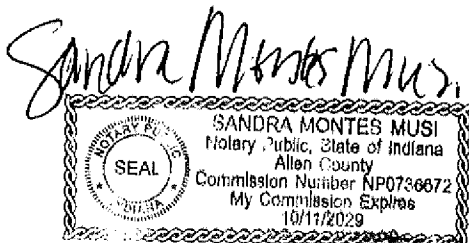
By: *Homer Keifer Jr*

Homer Keifer Jr., Trustee

Owner(s) of Lot Number 70
1732 Chesnee Ln

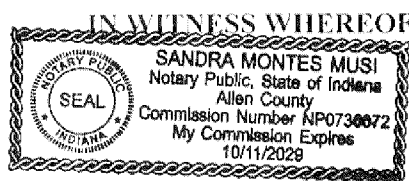
PROXY

Robert Hartmann



STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Sandra Montes Musi, a Notary Public for said County and State, do hereby certify that Sandra S. Gordon, Douglas B. May, Pauletta A. Elam, Marilyn Dunaway, Patty J. Buuck, Rebecca R. Dolby, Jacqueline L. Plasterer, Mary K. Meyer, Diane R. Tomlinson, Thomas Hannie, Judith L. Blair, Gary Hall, Greta Hall, Janet A. Richmond, Marilyn E. Francis, Richard A. Burkett, Mary A. Police, Gladys G. Thiele, Gregory A. Peters, Ronald Bade, Ruth A. Snyder, Trina K. Devine, Catherine Marden, Carol A. Martin, Lisbeth A. Dickerson, Ruth Ann Stemmler, Keith W. Peters, Andrea R. Counterman, Jerry L. Goeglin, Jill N. Cain, Kimberly S. Meyer, Michael R. Annable, Pamela K. Hood, Marilyn J. Moeller, Sarah Sovine, Renee L. Pinkerton, Margaret Sue Luther, Betty J. Rahrer, Steven P. Alles, Catherine L. Cummins, Ann T. Renier, Doris H. Albertson, Homer Keifer Jr. personally appeared before me on this day and acknowledged the execution of the foregoing Amended and Restated Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements, and Approvals Appended to as part of the Dedication And Plat of Harrington Section I, and Section I Phases II, III and IV, A Subdivision of St. Joseph Township, Allen County, Indiana. Witness my hand and official seal this 1st day of October, 2024.



Sandra Montes Musi

Notary Public (signature)

Sandra Montes Musi

Notary Public (printed name)

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

This instrument prepared by Zachary R. Zehner, Attorney at Law, 37013-02
Carson LLP, 301 W. Jefferson Boulevard, Suite 200, 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. Zachary R. Zehner*

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 32 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 7 day of Oct, 2024.

Edwin Byer
(Signature)
Edwin Byer
(Print name)

(Signature)

(Print name)

STATE OF INDIANA)
COUNTY OF ALLEN) SS:
)

Before me, a Notary Public in and for said County and State, this 7 day of October, 2024, personally appeared Edwin Byer and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.

Niah C Briz
(Niah C Briz) Notary Public

I am a resident of Allen County, State of Indiana

My commission expires: 03/20/2026



NIAH C BRIZ, Notary Public
____ County, State of Indiana
Commission Number 711681
My Commission Expires March 20, 2026

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 5 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 19th day of Sep, 2024.

Susan Perry
(Signature)

Susan Perry
(Print name)

(Signature)

(Print name)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 19th day of Sep, 2024, personally appeared Susan Perry and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.



Jason Groce, Notary Public
Adams County, State of Indiana
Commission No: NP0749243
My Commission Expires 05/31/2031

Jason Groce
(Jason Groce) Notary Public

I am a resident of Adams County, State of IN.

My commission expires: 5-31-2031.

SEP 25 2024

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 36 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 16th day of September 2024.

Linda L. Jacquay
(Signature)

Linda L. Jacquay
(Print name)

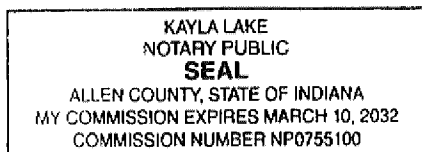
Gerald F. Jacquay
(Signature)

GERALD F. JACQUAY
(Print name)

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for said County and State, this 16th day of September 2024, personally appeared Linda L. Jacquay and Gerald F. Jacquay and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.



Kayla Lake
(Kayla Lake)) Notary Public

I am a resident of Allen County, State of Indiana.

My commission expires: 3/10/2032.

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 18 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 17th day of Sept, 2024.

Cynthia N Sander
(Signature)

Cynthia N Sander
(Print name)

(Signature)

(Print name)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

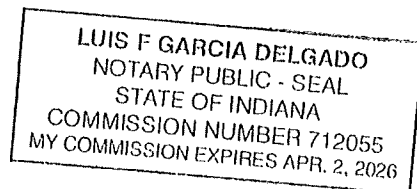
Before me, a Notary Public in and for said County and State, this 17 day of September, 2024, personally appeared Cynthia N Sander and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.

(Luis F. Garcia Delgado) Notary Public

I am a resident of Allen County, State of Indiana.

My commission expires: 04/02/2026.



AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 21 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 26 day of Sept, 2024.

Sarah Jane Saxman
(Signature)

(Signature)

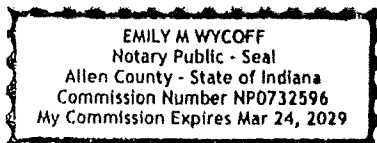
SARAH JANE SAXMAN
(Print name)

(Print name)

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for said County and State, this 26th day of Sept, 2024, personally appeared Sarah Jane Saxman and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.



Emily M. Wycoff
(Emily Wycoff) Notary Public

I am a resident of Allen County, State of IN.

My commission expires: March 24, 2029.

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 38 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 15 day of October 2024.

Lori S. Liechty
(Signature)

Lori S. Liechty
(Print name)

(Signature)

(Print name)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this Oct day of 15, 2024, personally appeared Lori S. Liechty and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.

SABASTIAN HATHAWAY
Notary Public, State of Indiana
Adams County
Commission Number NP0759058
My Commission Expires:
September 26 2032

(Sabastian Hathaway) Notary Public

I am a resident of Adams County, State of IN.

My commission expires: 9/26/32.

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 4A in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 26 day of Sept, 2024.

Myra K Gilbert
(Signature)

MYRA K GILBERT
(Print name)

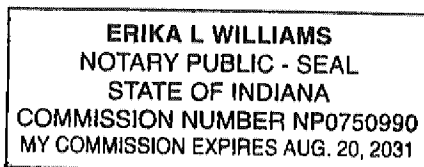
(Signature)

(Print name)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 26th day of September, 2024, personally appeared Myra K. Gilbert and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.



Erika Williams
(Erika L. Williams) Notary Public

I am a resident of Allen County, State of Indiana.

My commission expires: August 20, 2031

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 70 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 23 day of October, 2024.

Robert Hartmann
(Signature)

Robert Hartmann
(Print name)

(Signature)

(Print name)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

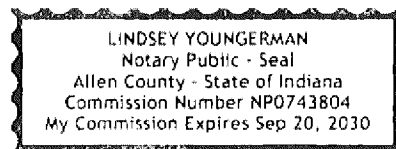
Before me, a Notary Public in and for said County and State, this 23rd day of Oct, 2024, personally appeared Robert Hartmann and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.

[Signature]
(_____) Notary Public

I am a resident of Allen County, State of IN.

My commission expires: 09/30/2030



AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 51 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 30 day of Sept., 2024.

Timothy Freiburger
(Signature)

(Signature)

Timothy Freiburger
(Print name)

(Print name)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 30 day of September, 2024, personally appeared Timothy Freiburger and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.

Beth Ann Cencelowski
(Beth Ann Cencelowski) Notary Public

I am a resident of Allen County, State of IN.

My commission expires: 5-24-2029



BETH ANN CENCELEWSKI, Notary Public
Allen County, State of Indiana
Commission Number NP0733901
My Commission Expires May 25, 2029

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 58 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 1 day of Oct, 2024.

Caren Merz
(Signature)

Caren Merz
(Print name)

(Signature)

(Print name)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 1 day of October, 2024, personally appeared Caren Merz and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.



E. L. WAKEFIELD, Notary Public
State of Indiana
Commission Number NP0757550
My Commission Expires July 15th, 2032

E.L. Wakefield
(E.L. Wakefield) Notary Public

I am a resident of Allen County, State of IN.

My commission expires: 7/15/32.

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 63 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 15 day of October 2024.

[Signature]
(Signature)

Stuart Hirsch
(Print name)

(Signature)

(Print name)

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for said County and State, this 16th day of October, 2024, personally appeared Stuart Hirsch and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.

[Signature]
(Devon Canavera) Notary Public

I am a resident of Allen County, State of Indiana.

My commission expires: Feb 23, 2031



DEVON CANAVERA, Notary Public
County, State of Indiana
Commission Number NP0747095
My Commission Expires Feb 23, 2031
Count of Allen

AMENDED AND RESTATED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTION,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
HARRINGTON, SECTION I, and SECTION I PHASES II, III AND IV,
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, the owner(s) of Lot(s) 66 in Harrington, hereby consents to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals to the Plats of Harrington, SECTION I, and SECTION I PHASES II, III AND IV to which this is attached.

Dated this 26 day of Sept, 2024.

Thomas Vonderau
(Signature)

Thomas Vonderau
(Print name)

Kerry Vonderau
(Signature)

Kerry Vonderau
(Print name)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 26 day of Sept, 2024, personally appeared Thomas Vonderau and Kerry Vonderau and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my Official Seal.



ANTHONY JAMES NERN, Notary Public
Allen County, State of Indiana
My Commission Expires May 30, 2026

Anthony James Nern
(Anthony James Nern) Notary Public

I am a resident of Allen County, State of Indiana

My commission expires: May 30, 2026