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ALLEN COUNTY RECORDER

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AUDITOR OF ALLEN COUNTY

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**AMENDED AND RESTATED EASEMENTS AND PROTECTIVE COVENANTS,  
RESTRICTIONS AND LIMITATIONS FOR HAVENWOOD FOREST CIVIC  
ASSOCIATION, INC.**

This Amended and Restated Easements and Protective Covenants, Restrictions and Limitations for Havenwood Forest Civic Association, Inc. ("Covenants") is made and entered into on this \_\_\_\_ day of April 27, 2024, and has been approved by a majority of Owners of the Lots in the Plats of Havenwood Forest Civic Association, Inc., and the Allen County Plan Commission.

**RECITALS**

On or about November 16, 1971, Bernard E. Ort and Helen F., Ort ("Developer") recorded the Plat of Havenwood Forest, Section "A" with the Allen County Recorder at Plat Book 4, Pages 102-104 ("Original Plat"), consisting of Lots 1 through 18, and the Original Plat imposed certain restrictive covenants on the face of the Original Plat; and

On or about July 28, 1975, the Developer recorded the Plat of Havenwood Forest, Section "B" with the Allen County Recorder at Plat Book 37, Pages 81-82 ("Section B Plat"), consisting of Lots 19-33, and the Section B Plat imposed certain restrictive covenants on the face of the Section B Plat; and

On or about July 28, 1975, the Developer recorded the Plat of Havenwood Forest, Section "C" with the Allen County Recorder at Plat Book 37, Pages 83-84 ("Section C Plat"), consisting of Lots 34-40, and the Section C Plat imposed certain restrictive covenants on the face of the Section C Plat; and

On or about April 12, 1976, the Developer recorded the Plat of Havenwood Forest Section "D" with the Allen County Recorder at Plat Book 38, Pages 30-31 ("Section D Plat"), consisting of Lots 41-65, and the Section D Plat imposed certain restrictive covenants on the face of the Section D Plat; and

<sup>m.J.</sup>  
v E <sup>m.J.</sup> On or about July 13, 1977, the Developer recorded the Plat of Havenwood Forest Extended Section <sup>Extended m.J.</sup> ~~"D"~~ with the Allen County Recorder at Plat Book 39, Page 81 ("Section E Plat"), consisting of Lots 66-92, and the Section e Plat imposed certain restrictive covenants on the face of the Section E Plat; and

On or about July 6, 1978, the Developer recorded the Plat of Havenwood Forest<sup>A</sup> Section "F" with the Allen County Recorder at Plat Book 41, Page 48 ("Section F Plat"), consisting of Lots 93-112, and the Section F Plat imposed certain restrictive covenants on the face of the Section F Plat; and

The Original Plat, Section B Plat, Section C Plat, Section D Plat, Section E Plat, and Section F Plat (collectively the "Plats" with the real estate being referred to as the "Subdivision"), have been amended from time to time following the terms thereof; and

The restrictive covenants on the face of the Plats all provide that the restrictive covenants could only be amended by a majority of the owners of the Lots and the written approval of the Allen County Plan Commission; and

At least a majority of Owners of Lots in the Subdivision have approved the Covenants and have

authorized the Board of Directors ("Board") of the Havenwood Forest Civic Association, Inc., an Indiana nonprofit corporation (the "Association") to sign these Covenants, and the Allen County Plan Commission approves the Covenants in writing.

NOW, THEREFORE, with at least a majority of the Lot Owners with fee simple title to the Lots in the Subdivision approving these Covenants, it is hereby declared that all of the Lots conveyed in the Subdivision are and shall be owned, held, transferred, sold, mortgaged, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens set forth in these Covenants, all of which are declared to run with the land and to be in furtherance of the plan of preservation and enhancement of the Lots in the Subdivision and are established and agreed upon for the purpose of enhancing and protecting the value and desirability and attractiveness of the Lots in the Subdivision as a whole and each one of the Lots situated therein.

## ARTICLE I DEFINITIONS

The following words when capitalized and used in these Covenants (unless the context clearly indicates otherwise) shall have the following meanings:

1. "Architecture Committee" shall be the committee formed and authorized by the Board under Article III to review and make recommendations to the Board upon all buildings, remodeling, and improvement projects for any Lot, according to the terms of these Covenants.
2. "Application" shall mean any written submission for approval to the Board pursuant to these Covenants.
3. "Assessment or Assessments" shall mean any Association dues, whether annual dues, special assessments, or assessments for capital improvements allowed to be imposed and collected under these Covenants.
4. "Board" shall mean and refer to the Board of Directors of the Association.
5. "Bylaws" shall mean and refer to the Board of Directors of the Association.
6. "Covenants" shall mean the Amended and Restate Declaration of Covenants, Conditions and Restrictions of Havenwood Forest Civic Association, Sections A, B, C, D, E, & F.
7. "Disguised Lease Land Contract" shall mean a land contract where the Lot Owner has not received in cash, at the time the land contract is entered into with the land contract buyer, an amount equal to ten percent (10%) of the land contract purchase price; and/or the land contract was not recorded within thirty(30) days after the date the land contract was entered into between the Owner and the land contract buyer. Notwithstanding anything herein to the contrary: no land contract entered into prior to the recording of these Covenants shall at any time be deemed a Disguised Lease Land Contract.
8. "Lot(s)" shall mean and refer to any plot of land shown on the recorded Plats, which plot

of land is identified and designated as a numbered Lot.

9. "Member" or "Members" shall mean an owner in good standing with the Association.
10. "Non-Owner Occupied Residences" shall mean:
  - a. A Residence that is rented or leased by the Lot Owner where during the rental period (A) the Lot Owner of the Residence, or (B) the Lot Owner's spouse, or (C) one or more of the Lot Owner's parents or a parent of the spouse of the Lot Owner, or (D) one or more of the Lot Owner's children or a spouse of one of the Lot Owner's children is not a full-time occupant of the Residence; or in the case of a Residence owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Residence during the rental period; or in the case of a Residence owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Residence during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation's local, regional or national unit or chapter (as determined by the Board of Directors, in its discretion) is not a full-time occupant of the Residence during the rental period; and/or
  - b. A Residence that is being sold on a Disguised Lease Land Contract basis.
  - c. Notwithstanding anything herein to the contrary, when a former Lot Owner rents back to a purchaser of the Lot after closing pursuant to a bon-a-fide real estate residential purchase agreement for a period of less than sixty (60) days prior to delivering possession to the purchaser, this transaction shall not be deemed a Non-owner Occupied Residence and shall be expressly permitted by these Covenants.
11. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot in the Subdivision; but the term shall not include any mortgagee, unless and until such mortgagee has acquired title to the Lot pursuant to a foreclosure, or any other proceeding in lieu of foreclosure.
12. "Plan Commission" shall be the Allen County Plan Commission, or any successor agency with jurisdiction over the approval of the subdivision plats.
13. "Plat" or "Plats" shall collectively mean the originally recorded subdivision maps of the Havenwood Forest Civic Association.
14. "Residence" shall mean and refer to the single-family residential structure and related improvements constructed and located upon a Lot, including the garage and any appurtenances.

## ARTICLE II PROPERTY RIGHTS AND USAGE

The Lots and the real estate subject to these Covenants shall be occupied as follows:

1. Each Lot shall be used exclusively for residential purposes, and streets and parking spaces shall be used exclusively for the parking of passenger vehicles, to include cars, passenger vans, pickup trucks and motorcycles, but not to include ATVs, golf carts, or recreational vehicles. All other areas within the Subdivision, not designated or defined as a Lot, shall only be used as right of way, or easements as shown on the Plat.
2. Each Owner shall be liable to the Association for any damage to the right of ways or easement areas caused by the negligence or willful misconduct of the Owner or the Owner's family, guests, or invitees.
3. All Owners and occupants shall abide by any rules and regulations adopted by the Association. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies. An Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorney's fees.

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

### 1. **Membership**

Every Owner shall be a Member of the Association. Membership is appurtenant to and may not be separated from the Owner of a Lot. A person or entity who merely holds title to a Lot as security or collateral for the performance of a debt obligation shall not be a Member.

### 2. **Voting Rights**

The Association shall have only one (1) class of voting membership. Members shall be all those Members identified in Section 1 of Article III. Members shall be entitled to one (1) vote per Lot. When a Lot is owned by more than one (1) person, all such Owners shall be Members, and the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one vote be cast for such Lot. Voting rights of an Owner shall be suspended if all or any part of an Assessment is delinquent.

### 3. **Notice and Quorum for Any Action Authorized under Article IV**

Any action authorized under Article IV shall be taken at a meeting of the Association called for that purpose. Written notice of such meeting 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 meeting, but such vote is less than the requisite percentage of members, members who were not present in person or by proxy may give their consent in writing, provided the same is obtained by an officer or agent of the Association within sixty (60) days prior to the date of such meeting.

## **ARTICLE IV**

### **MAINTENANCE ASSESSMENTS**

**1. Creation of the Lien and Personal Obligation of Assessments.**

Each Member, by being an Owner of a Lot, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed or other conveyance, hereby covenants, and agrees to pay to the Association: (1) Annual Assessments; (2) Special Assessments for capital improvements; (3) legal fees; and (4) Service fees for the purpose of ensuring compliance with this Declaration. All such assessments are collectively referred to herein as "Assessment(s)". Such Assessments shall be established, and collected from time to time as hereinafter provided in these Covenants and the Bylaws.

**2. Annual Assessments**

After the close of each fiscal year of the Association, and prior to the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished to each Member, a financial statement, which statement shall show all receipts and expenses received, incurred, and paid during the current fiscal year. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the upcoming fiscal year, estimating the total amount of the expenses for the upcoming fiscal year, and shall furnish a copy of such proposed budget to each Member at or prior to the time the notice of such annual meeting is mailed or delivered to such Members. The annual budget shall be submitted to the Members at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Annual Assessments for the upcoming fiscal year. At the annual meeting of the Members, the budget must be approved by a majority vote of the Members voting in person or by proxy. The failure to approve an annual budget shall not constitute a waiver or release of the obligations of the Members to pay Annual Assessments while the annual budget is being approved. Whenever there is no annual budget approved by the Members for such fiscal year, the Members shall continue to pay Annual Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget until the annual budget is approved.

**3. Purpose of Assessments**

The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners, including, but not limited to: payment of operating expenses of the association, including, without limitation, taxes, insurance, and any costs, or expenses incurred in the enforcement of this Declaration.

**4. Maximum Annual Assessments**

The Board of Directors may fix the annual assessment at an amount not to exceed the maximum allowed by law.

**5. Special Assessments for Capital Improvements**

In addition to the Annual Dues, the Association may levy against the Members in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of extraordinary or special expenses, that exceed the amounts in the annual budget or that were not included in the annual budget, provided that any such Special Assessment(s) shall first have the assent of a majority of the Members voting in person or by proxy, at an Association meeting duly noticed and called for this purpose, written notice of which shall be sent to all



Members at least thirty (30) days in advance, and shall set forth the purpose of the meeting and the detail and amount of the Special Assessment.

**6. Uniform Rate of Assessment**

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis, as determined by the Board of Directors.

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

If the assessments are not paid by the due date, then such assessments shall be a continuing lien on the property, which shall bind such property in the hands of the then owner, the heir(s), devisees, personal representative(s), and assigns. The personal obligation of the then owner(s) to pay such assessment, however, shall remain a personal obligation and shall not pass to any successors in title unless expressly assumed by them.

If an Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action to foreclose the lien pursuant to I.C. § 32-28-14 *et seq.*, as may be amended, and as a part of such proceeding, the Association shall be entitled to recover interest, its reasonable costs and attorney's fees. If I.C. § 32-28-14 *et seq.* is repealed or no longer in effect, foreclosures of Assessment liens may be undertaken in the same manner as mortgage liens are foreclosed under law.

The Association may file notice of said lien with the Allen County Recorder's Office, bring an action at law against the Owner personally obligated to pay the Assessment, or foreclose the lien against the Lot. There shall be added to the amount of such Assessment: the stated interest, the costs of the action, including reasonable attorney's fees, whether or not judicial proceedings are involved, or costs incurred on any appeal of a lower court decision. No Member or Owner may waive or otherwise escape liability for Assessments by abandonment of the Members Lot.

**8. Certificate of Payment**

The Board shall, upon reasonable demand, furnish to any Member liable for any Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessment(s) has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

**ARTICLE V**  
**OWNER OCCUPANCY**

The purpose of this Article is to: (1) be in the best interest of all Lot Owners in the Subdivision, all of whom have similar proprietary (property) interests in their Residences; (2) protect the Lot Owner's long-term investment in the Residence/Lot; (3) preserve high standards of accountability and responsibility for the maintenance and care of the Subdivision between and among the Lot Owners; (4) avoid the temporary and transient nature of leasing property and to encourage a low turnover of occupancy; and (5) to encourage and realize the other benefits that accrue from restricting the Subdivision to single family residential use and to avoid any commercial transition of the Subdivision caused by using or occupying the Lots solely for rental or leasing purposes.

1. Anyone who purchases any property in the Havenwood Forest Subdivision must occupy that property for a minimum of two (2) years before said property may be converted to a non-owner occupied property.
2. Any member of the Association, who is current with payments of all assessments &/or property liens, may use their property for non-owner-occupied purposes, under the following guidelines:
  - a. Within thirty (30) days, the Member (owner) must notify, and provide to the Board, the contact information of the tenants who will be occupying Member's property, along with a copy of the Non-Owner Occupancy Agreement, and a copy of the current Covenants of the Havenwood Forest Subdivision, signed by both the Member (owner) and the tenant(s).
  - b. Any Member whose property is being used for non-owner occupancy reasons shall provide to the Board within thirty (30) days any new or updated Member contact information, including emails, addresses and telephone numbers.
  - c. Any Member (owner) using their property for non-owner occupancy reasons shall remain responsible for correcting any Covenant violations or maintenance issues arising on or within said property.
3. To protect all parties, failure to comply with any of the above conditions, and until all Covenant violations or maintenance issues are resolved involving the Member's property, non-owner occupancy approval for that property will be forfeited.

## ARTICLE VI ARCHITECTURAL CONTROL

### 1. **Architectural Control**

The Association shall include an Architectural Control Committee ("Committee"), composed of no less than three (3) Committee Members who are appointed by the Board annually. Committee Members shall serve without compensation. In the event of a death or resignation of a Committee Member, the Board shall fill the position as soon as possible. The Committee shall have the exclusive authority and responsibility to review plans for construction of any structures in the Subdivision and plans to remodel or substantially alter any exterior structures in the Subdivision, as well as plans for fences, walls, swimming pools, or any other structure (an "Alteration"). The Committee shall further have full authority to establish grades for each Lot, prior to placement of a structure.

No Owner shall be permitted to apply to any zoning board, or similar governmental body, for the purpose of obtaining any variance, exception, or any other zoning approval from any municipality or governmental body with jurisdiction over the Lots in the Subdivision, where such zoning approval would conflict with these Covenants.

Each Owner proposing to make such an Alteration shall submit a plan showing the Alteration's nature, kind, shape, height, color, materials, and location. The Owner may not commence the work on the Alteration until the Owner receives written approval from the



Board. The Committee may approve or deny such Alterations in the Board's discretion but shall base its decision on whether the Alteration is in harmony of external design and location in relation to surrounding structures and topography in the Subdivision.

In the event the Board fails to approve or disapprove the design and location of a proposed structure within thirty (30) days after said plans have been submitted to it, approval will be deemed to have been given.

**2. Non-Liability of Architectural Control Committee**

Plans and specifications are not reviewed for engineering or structural design or quality of materials, or to ensure that any improvements constructed pursuant thereto are located within the recorded setbacks established by either the Plat, this Declaration, the Covenants, or applicable zoning ordinances, or designed or constructed pursuant to building codes, and by approving such plans and specifications, nor for any actions of any Builder in connection therewith. Neither the Architectural Committee, the Association, the Board of Directors, nor the officers, directors, members, employees, agents, or any appointed representative of any of them shall be liable in damages to anyone by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, modification, or disapproval of any such plans and specifications.

Every Lot Owner, for itself and for all parties claimed by or through such Lot owner, agrees not to bring any action or suit against the Architectural Committee, The Association, the Board of Directors, or the officers, directors, members, employees, agents, or appointed representatives of any of them to recover such damages for any defects or deficiencies in any approved plans and specifications and improvements constructed pursuant to any approvals and hereby releases and quitclaims all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of actions not known at the time this release is given.

**3. Construction Activity**

Once construction of any structure is commenced on any Lot, there shall be no lapse of construction activity greater than sixty (60) consecutive days (excluding any days where construction is delayed or not possible due to adverse weather conditions). Upon completion of a residence, all landscaping as approved in plans and specifications shall be installed promptly, and in no event, later than one-hundred eighty (180) days following the completion of the residence.

**4. Dwelling Size**

No building constructed on any Lot shall have a minimum ground floor area, exclusive of open porches, breezeways, and garages, of less than one thousand five hundred (1,500) square feet of living area for a one-story home, or one thousand nine hundred (1,900) square feet for a one and one-half (1-1/2) story or two (2) story home. Any building other than a type of those specified in this section, shall have a minimum ground floor area approved by the Architectural Control Committee, prior to construction.

**5. Garage**

Each Lot shall have an enclosed garage, sufficient in size to accommodate at least two (2)

cars, and it must be attached to the main dwelling. Each driveway from the street to the garage shall be paved with concrete.

**6. Building Setbacks**

No building structure may be erected, altered, placed, or permitted on any Lot nearer to the street or Lot line than as identified on the Plats, nor shall any projection of said building, unless prior written approval has been obtained by the Lot Owner through the Architectural Committee, the Board of Directors, and the Allen County Board of Zoning Appeals. The front of any building structure shall not be set back more than twenty (20) feet from the lines identified in the Plat.

**7. Utility Easements**

All utility easements in the platted streets in the Subdivision are reserved for use by municipal, public, or quasi-public utilities and by the Owners for the installation, construction, maintenance, operation, servicing, repair removal, and replacement for such utilities. All such utilities and Owners shall repair streets or easements to the same or similar condition prior to commencing any installation, maintenance, repair, or replacement. All utilities, wires, cables, conduits, pipes, and other facilities shall be located underground, except for such facilities as may be appropriate or necessary for the connection, servicing, and maintenance of such utility; however, such facilities shall be constructed and maintained in the most practically inconspicuous manner possible.

**ARTICLE VII  
GENERAL PROVISIONS**

**1. Animals**

No Lot may be used for the commercial breeding of any animal. No cows, cattle, horses, hogs, poultry, or any other non-domesticated pets shall be bred, raised, or kept on any Lot. Domestic household cats and dogs, as well as hamsters, fish, guinea pigs, rabbits, and other animals typically kept as pets, may be raised or kept on the Lot, but not for commercial purposes. All pets, whether owned or under the property Owners care, wellbeing and control, shall be properly restrained by Owners within their Lot, or on a leash or similar restraint; and all waste generated by such pet shall be discarded by Owner. Each property Owner shall be solely responsible for any injury or damage caused by such Owners household pets, to include animals under the property Owners care, wellbeing, and control.

**2. Nuisance**

No portion of any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition, or that will be unsightly; nor shall any substance, thing, or material be kept upon any portion of a Lot, that will emit foul or obnoxious odors or that will cause any noise, or other condition that will, or might disturb the peace, quiet, safety, comfort, or serenity of the surrounding Owners. No noxious, illegal, or offensive activity, shall be carried out upon any portion of the Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Owner in the Subdivision. There shall not be maintained any plants, animals, device, or thing of any sort, whose activities or existence in any way, is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision. No unlawful activity of any kind shall be permitted on any Lot or any

portion thereof. The use of any fireworks not expressly protected by state or federal law shall be expressly prohibited in the Subdivision.

**3. Parking**

Except as otherwise provided herein, street parking is permitted to the extent allowed by state and local laws, except that no trailers, boat, boat trailer, recreational vehicle, motor home, camper, motorcycles, ATVs, golf cart, or any other wheeled vehicle, shall be permitted to be parked on the street, for longer than twenty-four (24) hours.

Parking of any vehicle, while on the Owner's property, shall be restricted to paved or gravel areas. No inoperable vehicle that is not road worthy, in good condition, and legally registered by the state, shall be parked ungaraged on any Lot, for longer than seven (7) days. No commercial vehicle larger than a full-size passenger van, may be parked on any street or any driveway, except for short term loading and unloading. Notwithstanding anything to the contrary, trailers that are road worthy, clear of debris and in good condition, may be parked on driveways, provided there is sufficient space for an additional vehicle behind it so that such additional vehicle does not block the sidewalk, and is not required to park in the street.

Notwithstanding the foregoing, RVs, boats, and ATVs may be parked on an Owner's driveway from May 1 through October 31 of each calendar year. Snowmobiles may be parked on an Owner's driveway from November 1 through April 30 of each calendar year. The Board may grant exceptions to the parking restrictions contained in these Covenants, at the Board's discretion. Each Lot may have an additional paved or bordered gravel storage space for parking trailers or recreational vehicles. No inhabited travel trailer, camper, or motor home shall be permitted on any Lot. In the event the local forecast calls for three (3) or more inches of snowfall, all vehicles must be removed from the streets in the Subdivision to allow for snow plowing and removal.

**4. Signs**

No sign, billboard, or advertisement of any kind shall be placed, attached, or erected within the Subdivision, except:

- a. as expressly protected by Indiana law, such as political campaign signs during an election season.
- b. school spirit signs.
- c. contractor signs, limited to the duration the contractor is performing work on a Lot.
- d. signs advertising a Lot for sale, while the Lot is actively listed for sale, and any related signs advertising an open house. Permitted signs must not exceed six (6) square feet.

**5. Sign Board**

Message requests require a seven (7) day advance notice and may be sent to an authorized agent or the Association email. Approval of sign board messages is at the discretion of the Board.

**6. Solicitation**

No solicitation may occur in the Subdivision.

**7. Garage Sales**

Shall be permitted within the guidelines prescribed by the Board. All items related to any garage sale, including, but not limited to signage, must be picked up and removed at the end of the garage sale.

**8. Lawns**

Shall be kept reasonably neat and tidy in appearance, free of leaves, branches, limbs, and other blowing objects, and shall be in violation of this section if lawns, or any noxious weeds exceed the height of nine (9) inches. The Board, or its designate, has the right, but not the obligation, to enter upon any lot to maintain the lawn to the correct standards as outlined in this section. The Board, or its designate, also has the right to recover all costs and expenses incurred, including attorney's fees, from the Owner.

No Owner, nor their designate, may place, or cause to have placed, any leaves, branches, or grass clippings into the streets to prevent any backup of storm drains.

**9. Bushes, Shrubs, and Trees**

Shall be kept neatly trimmed or pruned, to provide a harmonious look to the property. No tree branches shall be allowed to hang over any sidewalk to prevent individuals from walking freely without being brushed by any branches.

**10. Landscaping**

Shall be kept weed free, clear of debris, and neat in appearance, to provide a harmonious look to the Lot.

**11. Sidewalks and Driveways**

Shall remain clear of any debris or obstruction(s) that pose a tripping hazard to individuals using them. Sidewalks shall also be kept clear of snow and ice during inclement weather. It shall be the property owner's sole responsibility to maintain their sidewalks and driveways on their property to ensure structural integrity, as outlined in this section, including, but not limited to, cracks, holes, or unevenness. All driveways, from any street, connecting to any dwelling on any Lot, must be made of concrete. All sidewalks running parallel to any street must be made of concrete.

**12. Houses and Structures**

Shall be free from peeling paint, broken windows, broken or inoperable doors, damaged screens, mold, accumulating algae, rotting wood, roof damage, damage to siding or brick fascia, and any other damage, structural or otherwise, deemed to negatively affect the aesthetic appearance of the property.

**13. Yard Lights**

To promote safety within the subdivision, it is recommended, but not required, to maintain a yard light or a front facing house light. The yard light should be illuminated at all times other than daylight hours.

**14. Holiday Lighting/Decorations**

Holiday decorations on any Lot shall be placed or displayed no more than forty-five (45) days prior to the holiday, and must be removed within forty-five (45) days after the holiday.

for which they were used.

**15. Storage Sheds**

Storage sheds will be allowed, and shall be constructed of wood, masonry, composite board, or any other materials allowed by the Board through the Architecture Committee. The maximum height of any additional structure, constructed or placed on the Owners property, shall not exceed fifteen (15) feet above grade. All storage sheds or other structures shall first be approved by the Board through the Architecture Committee, before placement or construction begins.

**16. Fences**

Shall be maintained in a proper condition. It will be in violation of this section if any fence on any property has broken or missing slats, or any other issue of disrepair. Pursuant to Article VI, a written plan must be submitted to the Architectural Committee for review and approval by the Board of any new or replacement fences, prior to construction. It will be the property owner's sole responsibility to contact 811 prior to any digging, and obtain the proper permits as required by Allen County.

**17. Waste/Recycling Containers**

Shall be kept in a manner that prevents overflowing trash or waste from protruding or escaping, and animals from accessing them. Waste/recycling containers must be stored together if multiple containers exist and kept in a manner that is as inconspicuous as possible. All waste/recycling containers must be returned to their stored location by midnight of the same day.

**18. Burning**

No burning of trash, rubbish, or any other items, excluding leaves, twigs, and branches, or wood products originating on the Owner's property shall be allowed, pursuant to the current Allen County burning ordinance.

**19. Curbside Appeal**

No swing sets, playhouses, wading pools, hot tubs, swimming pools, trampolines, fire pits, pet houses, or lawn mowers shall be stored in the front of any property, including lawns and front porches. Any of these items stored elsewhere on the property must be kept in good shape and free from defects.

**20. Swimming Pools**

Must be maintained in a clean and sanitary manner; be in good, working order inside and out; and must adhere to the current code and ordinances of Allen County. It is the owners(s) sole responsibility to apply for any necessary installation permits, as may be required by Allen County.

**21. Snow Removal**

All Owners will be responsible for removing accumulated snow from their sidewalks within twelve (12) hours of any snow event.

**22. Clotheslines**

No clothesline poles, umbrella clotheslines, or retractable clotheslines are allowed in the



front or side yards of any Lot. Installation of any new clothesline must be approved by the Board prior to installation.

**23. Antenna and/or Satellite**

No antenna may extend higher than six (6) feet at the highest point of any building or dwelling. No satellite dishes are allowed in the front, or side yards of any property owner, and are not to exceed three (3) feet in diameter.

**24. Mailboxes**

Must meet the standards set forth by the United States Postal Service, effective December 31, 2022, and be properly maintained. Posts which are four (4) inches by four (4) inches with plastic mailboxes are preferred.

**25. Portable Basketball Hoops**

Are not allowed to be left unattended on any street, easement or sidewalk for storage purposes, and must not impede traffic, driveways, or sidewalks. They must be maintained and controlled to prevent them from falling on any vehicle, person, animal, or others' property.

**26. Duration and Amendment**

These Covenants shall run with the land and be effective for a term of twenty (20) years from the date these Covenants are recorded, after which time the Covenants shall automatically be extended for successive periods of ten (10) years; provided these Covenants may be abolished or amended by an instrument signed by the Board upon the approval of no less than a majority of the Members.

**27. Enforcement**

If any person or entity, whether an Owner, Member, or otherwise, shall violate or attempt to violate any of the covenants or restrictions contained in these Covenants, any Owner or Member, or the Board, may: prosecute legal proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or to maintain another equitable or legal proceeding in any court of competent jurisdiction against those persons(s) so violating or attempting to violate any such covenants or restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations.

**28. Attorney Fees and Related Expenses**

Should the Board be required to enforce this Declaration by any legal or equitable action, and if the Association prevails in any such legal action, the Association shall be entitled to recover from the non-prevailing party its reasonable attorney fees and costs, including the attorney fees and costs incurred prior to any such judicial proceedings and any attorney fees and costs incurred in any appeal of such judicial proceedings. The remedies contained in this Article VII are cumulative, and not exclusive, and the Association and its Members shall be entitled to all other remedies, at law or in equity. The failure of any individual Owner or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or



subsequent thereto.

**29. Severability**

The invalidation of any provision or provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions of this Declaration, which shall remain in full force and effect.

**30. Notice**

Any notice required to be sent to any Owner, or the Association, under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postpaid, via certified and/or registered USPS mail, to the last known address of the Owner, as shown in the records of the Association or the registered agent of the Association, listed with the Indiana Secretary of State at the time of such mailing.

*Prepared By and ...*

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.

*Melinda Jones*

(name printed, stamped or signed w/print)

## CERTIFICATE OF ADOPTION

The undersigned President and Secretary of the Board of Directors of Havenwood Forest Civic Association, Inc., hereby certifies that the above AMENDED AND RESTATED EASEMENTS AND PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS FOR HAVENWOOD FOREST CIVIC ASSOCIATION, INC., SECTIONS A THROUGH F, A SUBDIVISION IN MILAN TOWNSHIP, ALLEN COUNTY, INDIANA were duly adopted by a written petition signed by not less than fifty-one percent (51%) of the Owners of Lots in Havenwood Forest Civic Association, Inc., as shown by the following written signatures.

Dated: 4/28/24

HAVENWOOD FOREST CIVIC ASSOCIATION,  
INC.

By: [Signature]  
President, Board of Directors

Printed Name: Douglas R. Miller

By: [Signature]  
Secretary, Board of Directors

Printed Name: Christopher A. Hertel

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28th day of April, 2024, personally appeared Douglas R. Miller, the President, and, the Secretary of Havenwood Forest Civic Association, Inc. The above signatures were executed by said individuals as a free act and deed in my presence on this date.

My Commission Expires: 08/31/2026



MELINDA S. JONES, Notary Public  
Allen County, State of Indiana  
Commission Number NP0715659  
My Commission Expires August 31, 2026

[Signature]  
Notary Public  
Resident of Allen County, Indiana

**ABSENTEE BALLOT**  
**Havenwood Forest Civic Association, Inc.**  
**SPECIAL MEETING**  
**April 27, 2024**

The undersigned, being the owner(s) of Lot # or address 84 in the Havenwood Forest Civic Association, Inc. (do) hereby cast my Absentee vote.

One (1) vote per Lot

X I vote **IN FAVOR** of the proposed Amended and Restated Covenants.

       I vote **AGAINST** the proposed Amended and Restated Covenants.

This Absentee Ballot must be received prior to the commencement of the meeting to which this Absentee vote applies.

IN WITNESS WHEREOF, the undersigned Owner or Owners have personally agreed to these Amended and Restated Covenants on the dates indicated below.

Address 16135 Ara Ct.

Melinda Jones  
 (Signature)

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

Melinda Jones  
 (Printed/Typed Name)

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

STATE OF INDIANA       )  
                                   ) SS:  
 COUNTY OF ALLEN       )

Before me, a Notary Public in and for said County and State, on this 19th day of April, 2024, personally appeared Melinda Jones and acknowledged the execution of the foregoing.

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

My commission expires: \_\_\_\_\_

Notary Signature [Signature]

Notary Printed Name \_\_\_\_\_

Resident of \_\_\_\_\_ County, State of \_\_\_\_\_



TIFFANY VONGPHAKDY, Notary Public  
 Allen County, State of Indiana  
 Commission Number NP0714960  
 My Commission Expires: July 20, 2026

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF ALLEN       )

**AFFIDAVIT OF CHRISTOPHER HERTEL**

Comes the Affiant, Christopher Hertel, Secretary of Havenwood Forest Civic Association.

Under penalties for perjury who, being duly sworn, deposes and says:

1. I, Christopher Hertel, am above the age of 18 years, am under no disability, and am capable and competent to testify to the facts set forth in this Affidavit. The facts in this Affidavit are based upon my personal knowledge.

2. I acknowledge and certify that I have witnessed the signatures of the owners of the following Lot Numbers on the Absentee Ballots in favor of or against the proposed Amended and Restated Covenants of the following Members of Havenwood Forest Civic Association, Inc. and attached hereto:

43, 14  
49, 55, 65

3. FURTHER AFFIANT SAYETH NAUGHT.

Date:

Apr 23, 2024

  
Christopher Hertel

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ALLEN                    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christopher Hertel, as Secretary of Havenwood Forest Civic Association, Inc., who, being duly sworn upon his oath, affirmed that the foregoing representations are true and correct and acknowledge the execution of the foregoing Affidavit to be his voluntary act and deed for the use and purposes set forth therein.

WITNESS my hand and notarial seal this 23<sup>rd</sup> day of April, 2024.

County of Residence: Allen  
Commission Expires: 08/31/2026  
Commission No.: NP0715659

Melinda S. Jones  
Melinda S. Jones, notary public



MELINDA S. JONES, Notary Public  
Allen County, State of Indiana  
Commission Number NP0715659  
My Commission Expires August 31, 2026

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF ALLEN       )

**AFFIDAVIT OF DANIEL FOX**

Comes the Affiant, Daniel Fox, Vice President of Havenwood Forest Civic Association.

Under penalties for perjury who, being duly sworn, deposes and says:

1. I, Daniel Fox, am above the age of 18 years, am under no disability, and am capable and competent to testify to the facts set forth in this Affidavit. The facts in this Affidavit are based upon my personal knowledge.

2. I acknowledge and certify that I have witnessed the signatures of the owners of the following Lot Numbers on the Absentee Ballots in favor of or against the proposed Amended and Restated Covenants of the following Members of Havenwood Forest Civic Association, Inc. and attached hereto:

10, 20, 28, 30, 32  
49, 55, 65  
3, 35, 36

3. FURTHER AFFIANT SAYETH NAUGHT.

Date:

4/23/24

  
Daniel Fox



STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ALLEN                    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel Fox, as Vice President of Havenwood Forest Civic Association, Inc., who, being duly sworn upon his oath, affirmed that the foregoing representations are true and correct and acknowledge the execution of the foregoing Affidavit to be his voluntary act and deed for the use and purposes set forth therein.

WITNESS my hand and notarial seal this 23<sup>rd</sup> day of April, 2024.

County of Residence: Allen  
Commission Expires: 08/31/2026  
Commission No.: NP0715659

Melinda S. Jones  
Melinda S. Jones, notary public



MELINDA S. JONES, Notary Public  
Allen County, State of Indiana  
Commission Number NP0715659  
My Commission Expires August 31, 2026

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF ALLEN       )

**AFFIDAVIT OF CINDY DELAGRANGE**

Comes the Affiant, Cindy Delagrange, Treasurer of Havenwood Forest Civic Association.

Under penalties for perjury who, being duly sworn, deposes and says:

1. I, Cindy Delagrange, am above the age of 18 years, am under no disability, and am capable and competent to testify to the facts set forth in this Affidavit. The facts in this Affidavit are based upon my personal knowledge.

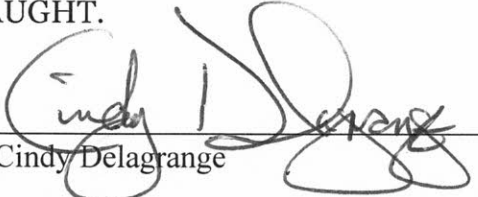
2. I acknowledge and certify that I have witnessed the signatures of the owners of the following Lot Numbers on the Absentee Ballots in favor of or against the proposed Amended and Restated Covenants of the following Members of Havenwood Forest Civic Association, Inc. and attached hereto:

4,	12,	15,	40,	54,	71,	80,	82,	83,	92,	103,	106,	108,	109
3,	35,	36											
44,	53,	58,	59,	60,	62,	63,	68,	69,	70,	73,	78,	98,	102,
107,	111												

3. FURTHER AFFIANT SAYETH NAUGHT.

Date:

4/23/24

  
Cindy Delagrange

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cindy Delagrang, as Treasurer of Havenwood Forest Civic Association, Inc., who, being duly sworn upon his oath, affirmed that the foregoing representations are true and correct and acknowledge the execution of the foregoing Affidavit to be his voluntary act and deed for the use and purposes set forth therein.

WITNESS my hand and notarial seal this 23<sup>rd</sup> day of April, 2024.

County of Residence: Allen  
Commission Expires: 08/31/2026  
Commission No.: NP0715659

Melinda S. Jones  
Melinda S. Jones, notary public



MELINDA S. JONES, Notary Public  
Allen County, State of Indiana  
Commission Number NP0715659  
My Commission Expires August 31, 2026

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF ALLEN       )

**AFFIDAVIT OF DOUGLAS MILLER**

Comes the Affiant, Douglas Miller, President of Havenwood Forest Civic Association.

Under penalties for perjury who, being duly sworn, deposes and says:

1. I, Douglas Miller, am above the age of 18 years, am under no disability, and am capable and competent to testify to the facts set forth in this Affidavit. The facts in this Affidavit are based upon my personal knowledge.

2. I acknowledge and certify that I have witnessed the signatures of the owners of the following Lot Numbers on the Absentee Ballots in favor of or against the proposed Amended and Restated Covenants of the following Members of Havenwood Forest Civic Association, Inc. and attached hereto:

6, 7, 9, 11, 13, 21, 22, 24, 26, 27, 29, 31, 33, 37  
52, 64, 66, 67, 72, 76, 81, 85, 86, 87, 89, 90, 93, 95,  
97, 99, 100, 101, 105

43

44, 53, 58, 59, 60, 62, 63, 68, 69, 70, 73, 78, 98, 102,  
107, 111

3. FURTHER AFFIANT SAYETH NAUGHT.

Date:

04-23-2024

  
\_\_\_\_\_  
Douglas Miller

STATE OF INDIANA                   )  
  ) SS:  
COUNTY OF ALLEN                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Douglas Miller, as President of Havenwood Forest Civic Association, Inc., who, being duly sworn upon his oath, affirmed that the foregoing representations are true and correct and acknowledge the execution of the foregoing Affidavit to be his voluntary act and deed for the use and purposes set forth therein.

WITNESS my hand and notarial seal this 23<sup>rd</sup> day of April, 2024.

County of Residence: Allen  
Commission Expires: 08/31/2026  
Commission No.: NP0715659

Melinda S. Jones  
Melinda S. Jones, notary public



MELINDA S. JONES, Notary Public  
Allen County, State of Indiana  
Commission Number NP0715659  
My Commission Expires August 31, 2026

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF ALLEN       )

**AFFIDAVIT OF DOUGLAS MILLER**

Comes the Affiant, Douglas Miller, President of Havenwood Forest Civic Association.  
Under penalties for perjury who, being duly sworn, deposes and says:

1. I, Douglas Miller, am above the age of 18 years, am under no disability, and am capable and competent to testify to the facts set forth in this Affidavit. The facts in this Affidavit are based upon my personal knowledge.

2. I acknowledge and certify that I have witnessed the signatures of the owners of the following Lot Numbers in favor of or against the proposed Amended and Restated Covenants of the following Members of Havenwood Forest Civic Association, Inc. and attached hereto:

#8, #42, #47, #50, #104

\_\_\_\_\_

\_\_\_\_\_

3. FURTHER AFFIANT SAYETH NAUGHT.

Date:

4-28-2024

  
\_\_\_\_\_  
Douglas Miller



STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ALLEN                    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Douglas Miller, as President of Havenwood Forest Civic Association, Inc., who, being duly sworn upon his oath, affirmed that the foregoing representations are true and correct and acknowledge the execution of the foregoing Affidavit to be his voluntary act and deed for the use and purposes set forth therein.

WITNESS my hand and notarial seal this 28<sup>th</sup> day of April, 2024.

County of Residence: Allen  
Commission Expires: 08/31/2026  
Commission No.: NP0715659

Melinda S. Jones  
Melinda S. Jones, notary public



MELINDA S. JONES, Notary Public  
Allen County, State of Indiana  
Commission Number NP0715659  
My Commission Expires August 31, 2026