

AMENDED AND RESTATED DEDICATION AND DECLARATION  
OF PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVAL APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
LANDIN MEADOWS,  
A SUBDIVISION OF ST. JOSEPH TOWNSHIP, CITY OF FORT WAYNE,  
ALLEN COUNTY, INDIANA

THIS AMENDED AND RESTATED Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to the Plat of Landin Meadows, as recorded on May 25, 2006, as Document Number 206031929 ("Plat"), amends, restates and supersedes all prior recorded covenants and restrictions impressed upon said Subdivision, including, but not limited to, the following: (i) the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to the Plat of Landin Meadows set forth the Plat in the Office of the Recorder of Allen County, Indiana and recorded in the Office of the Recorder of Allen County, Indiana, (ii) the Amended Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals as part of the Plat of Landin Meadows dated December 4, 2008 and recorded in the Office of the Recorder of Allen County, Indiana on the 8<sup>th</sup> day of December, 2008 as Document Number 2008057361, and (iii) the Amendment to the Amended and Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to the Plat of the Dedication and Plat of Landin Meadows dated June 20, 2014 and recorded in the Office of the Recorder of Allen County, Indiana on the 3<sup>rd</sup> day of July, 2014 as Document Number 2014029670.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the Owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The Lots are numbered from 1 to 83, inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

**ARTICLE I**  
**Definitions**

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

**APPROVED**

Mar 01 2022 NJ  
STACEY O'DAY  
ALLEN COUNTY ASSESSOR

1

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Mar 01 2022 CP  
NICHOLAS D. JORDAN  
ALLEN COUNTY AUDITOR

Section 1. "Articles" shall mean the Articles of Incorporation adopted by the Association and filed with the Indiana Secretary of State and all amendments to those Articles.

Section 2. "Association" shall mean and refer to Landin Meadows Community Association, Inc., an Indiana not-for-profit corporation, its successors and assigns, referred to in Article 3 of these Covenants.

Section 3. "Board of Directors" shall mean the initial and subsequently elected Board of Directors as defined in the By-laws, which shall have the rights and responsibilities and shall be appointed or elected as set forth in the By-laws, the Articles and these Covenants.

Section 4. "By-laws" shall mean the By-laws initially adopted by the Association and all amendments and additions thereto.

Section 5. "Committee" shall mean and refer to The Architectural Control Committee established under Article 6. The Committee is composed of three (3) members initially appointed by the Developer. After the initial sale of eighty percent (80%) of the Lots in the Subdivision, the original three (3) members shall be subject to removal by the Association at any time with or without cause. Any vacancies from time to time shall be filled pursuant to the By-laws of the Association.

Section 6. "Common Area" shall mean all real property to be owned by the Association for the common use and enjoyment of the Owners. Common Area is designated on the face of the Plat.

Section 7. "Covenants" shall mean and refer to this Amended and Restated Dedication, Protective Restrictions, Covenants Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Landin Meadows.

Section 8. "Developer" shall mean and refer to K & H Realty Corporation, its successors and assigns.

Section 9. "Lot" shall mean any type of Lot as have been or may be platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon restrictions as herein set out or such further restrictions as may be imposed by any applicable zoning ordinance; provided that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants the tract has a frontage of at least fifty-five (55 ) feet in width at the established front building line as shown on the Plat.

Section 10. "Owner" or "Owners" shall mean and refer to the record Owner or Owners, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Plan Commission" shall mean and refer to The New Haven, Indiana Plan Commission or its successor agency.

Section 12. "Plat" shall mean and refer to the recorded secondary plat of Landin Meadows and its various sections.

Section 13. "Single Family Lots" shall mean all Lots that are not Villa Lots.



Section 14. "Subdivision" shall mean the platted Subdivision of Landin Meadows, its various sections and such future sections as may be added by the Developer or the Association.

## **ARTICLE 2**

### **Property Rights**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of use 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 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 Association's members. No such dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by Two-thirds (2/3) of Association members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and recreational facilities in it, to members of the Owner's family, or contract purchasers who reside on the Owner's Lot.

Section 3. Owner Occupied Dwellings. All dwellings, and any parts thereof, within Landin Meadows shall be owner occupied. No dwelling, or any part thereof, may be rented or leased to others by the owner of the lot, or by any other person or entity after January 1, 2022. Dwellings, or parts thereof that are being leased or rented by the owner on or before January 1, 2022, may continue to be leased or rented by the owner only until the end of the current term of the lease or rental agreement. After the expiration of the current term of the lease or rental agreement the dwelling, and any part thereof, may not be leased or rented to any person or entity. The Board of Directors of the Association may take any steps necessary to enforce this restriction, including but not limited to legal action, reference to the city, and fines as provided hereinafter.

Section 4. Fine for Violation of Restriction in Section 3 Above. The Board of Directors of the Association is authorized to fine any Owner or lessor of dwellings of a Lot that violate the terms of this restriction up to \$1000.00 per month, which fine shall constitute a lien against the Lot. Such fine shall begin to accrue 60 days after the Association has mailed notice of the violation of this restriction to the record owner of the Lot by certified mail, if the violation has not been corrected in that time, and shall continue to accrue monthly until the violation is corrected.

Section 5. Severability. Each and every section of this restriction, and every portion thereof, is separate, severable, and not dependent upon other provisions of this restriction. In the event that any section of this restriction, or any portions thereto are held to be invalid, then such finding of invalidity shall not affect the validity and application of other sections and portions thereof. This restriction is effective January 1, 2022.

## **ARTICLE 3**

### **Association Membership and Voting Rights**

Section 1. Every Owner of a Lot in the Subdivision shall be a member of the Association. As a member of the Association, Lot Owners shall be subject to all covenants, restrictions, and assessments of the Association. The membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2 The Association shall have one class of voting membership:

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

Section 3. Proxies. A vote may be cast in person or by proxy. To be valid, proxies must be duly signed and acknowledged by the Owner and must comply with Indiana Code §32-25.5-3-10 and be filed with the Secretary before the meeting. A proxy is valid only for the particular meeting designated therein. A proxy, except as given to a first mortgagee by an Owner pursuant to a mortgage, may be revoked by the Owner by appearance in person at the meeting and there and then filing with the Secretary at that time notice of the revocation. A proxy given to a first mortgagee by an Owner pursuant to a mortgage shall be deemed to be coupled with an interest and not revocable by the Owner until the mortgage is satisfied. When a proxy is voted it shall be deemed to be the vote of the Owner, a proxy may be submitted by hand delivery, United States Mail, facsimile, or electronic mail to the Secretary. A proxy will be deemed received by the Secretary if it deposited in the mail, certified, registered mail, sent by electronic mail or facsimile, three days prior to the meeting at which it is to be voted,

#### **ARTICLE 4**

##### **Covenant for Maintenance Assessments**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments to be established and collected as provided in these Covenants and the By-laws. The annual and special assessments together with interest, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment becomes due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title expressly assumed by them.

Section 2. Subordination of Assessment Lien to First Mortgages Liens. The lien of any assessments made under the Covenants shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

Section 3. No Exemption from Assessment. No Lot Owner may become exempt from paying any assessments pursuant to these Covenants by any waiver of use, abandonment or any other action with respect to the Owner's Lot.



**ARTICLE 5**  
**Association Assessments**

**Section 1. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivision, and for the improvements of facilities in the Subdivision. In addition, assessments shall be levied to provide for the proportionate burden of the maintenance of the common impoundment basin into which the Subdivision's surface waters drain.

**Section 2. Maximum Annual Assessments.** Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum assessment shall be Three Hundred, Fifteen Dollars (\$315.00) per Lot. Subsequent assessments may be made as follows:

- (a) From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased each year by the Board of Directors, by a percentage not more than fifteen percent (15%) above the annual assessment of the previous year, without a vote of the membership.
- (b) Subject to Indiana Code §32-25.5-3-4(b), from and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased by a percentage in excess of fifteen percent (15%), only by the vote or written assent of a majority of each class of members of the Association.

**Section 3. Special Assessment for Capital Improvements.** Subject to Indiana Code §32-25.5-3-4(b), in addition to the annual assessments authorized in Article 5, Section 2, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable that year for the purpose of defraying, in whole or in part, the cost of any new construction, repair or replacement of an existing capital improvements, in the Common Area, including fixtures and related personal property; provided that any such assessment require the vote or written assent of fifty-one percent (51%) of members of the Association; and provided, further, that no Special Assessment for any such purpose shall be made if the assessment in any way jeopardizes or affects the Association's ability to improve and maintain its Common Area. Assessments greater than Five Hundred Dollars (\$500.00) per Owner or Lot shall require the affirmative vote of two-thirds (2/3) of the Owners.

**Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3.** Any action authorized under Sections 2 or 3 of this Article 5 and requiring a vote or assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (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 fifty-one (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided that same is obtained by an officer of the Association within thirty (30) days of the date of such meeting.

**Section 5. Uniform Rate of Assessment.** Unless the Board of Directors determines otherwise, both Maximum Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots within the Subdivision.

**Section 6. Date of Commencement of Annual Assessments: Due Date.** The Maximum Annual Assessments provided for herein shall commence as to all Lots on the first day of the month

following the conveyance of the Common Area from the Developer to the Association. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

**Section 7. Effect of Nonpayment of Assessment Remedies of the Association.**

- (a) Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the statutory judgment rate of interest in Indiana, whichever is higher. Further, if the assessments are delinquent for more than six (6) months, the Owners' voting rights may be suspended.
- (b) The Association may bring an action at law against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape liability of the assessments made under the Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent assessments may be foreclosed pursuant to applicable law. The Association shall also be entitled to recover reasonable attorney fees, court costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this section.

**Section 9. Assignments.** The Association may assign its rights and duties granted by these Covenants to an entity chosen by the Association.

**ARTICLE 6**  
**Architectural Control**

**Section 1.** No building, fence, wall, swimming pool above or below ground, pond, spa or other structure of any kind shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration to any structure be made until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to compliance with these Covenants and harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

**Section 2.** The Committee shall have the exclusive authority and responsibility to review plans for construction of all primary residences in the Subdivision. The Committee may delegate to the Board of Directors (or other entity designated under the Articles or By-laws) the authority and responsibility to review plans and specifications for the construction of fences and other ancillary structures or additions to existing structures (excluding primary dwellings) in the Subdivision. Such delegation shall be made in writing, signed by a majority of the Committee members, and delivered or mailed to the Association's registered office.

**Section 3.** Neither the Developer, the Association, the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them,



be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Committee agrees by submission of such plans, that he or it will not bring any action or suit against the Committee, the Association or the Developer to recover any damages or to require the Committee, the Association 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.

Section 4. Neither the submission of any complete sets of plans for review by the Committee, nor the approval thereof by the 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.

## **ARTICLE 7**

### **Villas**

Section 1. Villas. Provided that they are developed as such in the aggregate, Lots 1 through 9, 37 through 50, and 75 through 83 inclusive (the "Villas Lots") have been developed by the Developer as the "Villas". Additional Lots within the Subdivision may be designated by the Developer as Villa Lots at any future time, provided the same are designated by Developer as Villa Lots and the Villa Lots are developed in accordance with this Article 7.

Section 2. Assessments Payable to Landin Meadows Community Association, Inc. Each Owner of any Villa, 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:

- (a) Annual Services Assessment; and
- (b) special assessment.

Such assessments shall be in addition to the assessments, special assessments and other assessments payable to Landin Meadows Community Association, Inc. The annual maintenance and special assessments for the Villas, together with interest, costs and reasonable attorney's fees shall be a charge upon 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 Villa 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 3. Purpose of Annual Services Assessment. The Annual Services Assessment for each Villa shall be used exclusively to fund the Association's obligations set forth herein.

Section 4. Initial Villa Annual Services Assessment. Until January 1 of the year immediately following the conveyance of the first Villa Lot to the Owner, the initial Villa Annual Services Assessment shall be One Thousand Two Hundred and No/100 Dollars (\$ 1,200.00) for each Villa. Subject to Indiana Code §32-25.5-3-4(b), the maximum Annual Services Assessment may not be increased each year more than fifteen percent (15%) above the maximum annual assessment for the prior year. The Board of Directors of the Association may fix the Annual Services Assessment at an amount not in excess of the maximum without the vote or written assent of fifty-one percent (51 %) of Villa Owners.

Section 5. Calculation of Villa Annual Services Assessment. The amount of the Annual Services Assessments shall be determined as follows:

- (a) The Board of Directors shall establish a budget for approval by Villa Owners at the Annual Meeting of the Association for each calendar year and shall determine the Villa Annual Services Assessment and method of payment required to meet such budget. The Board of Directors shall mail to all Villa Owners a copy of said budget and notice of the ensuing year's assessment.
- (b) The amount of the Villa Annual Services Assessment set forth by the Board of Directors for any such calendar year may be changed pursuant to the By-Laws.

Section 6. Special Assessment for Capital Improvements and Extraordinary Items. In addition to the Annual Services Assessment authorized above, the Board of Directors 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 services of an extraordinary nature,

Section 7. Uniform Rate of Assessment. Both Annual Services Assessments and special assessments must be fixed at a uniform rate for all Villas and may be collected on a monthly, quarterly or yearly basis.

Section 8. Date of Commencement of Annual Services Assessment. The Annual Services Assessments shall commence as follows. The first Annual Services Assessment shall be adjusted according to the number of days remaining in the year. The due dates of the Annual Services Assessment shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Villa Lot have been paid as of a particular date.

Section 9. Effect of Assessments: Remedies of the Corporation. Any Annual Services Assessment or special assessment upon a Villa not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the statutory judgment rate of interest in Indiana, whichever is higher. The Association may bring an action at law against the Owner previously obligated to pay the same, or foreclose the lien against the Villa Lot. In any successful action, the Association shall be entitled to recover all of its costs and expenses, including reasonable attorney's fees. No Owner of a Villa may waive or otherwise escape liability for the assessments provided for herein by non-use of the benefits of Villa ownership or non-use of the Common Area or abandonment of the Owner's Villa.

Section 10. Subordination of the Lien to Mortgages. The lien of the Annual Services Assessment or special assessment provided for herein shall be subordinate to the lien of any first mortgages. Sale or transfer of any Villa Lot shall not affect the assessment lien. However, the sale or transfer of any Villa Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Villa Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Services Provided. All Villas shall be required to receive and shall pay, in addition to the Community Association Dues, the "Villa Annual Services Assessment" for the services provided that are unique to Villa Lots. Such services may include, but shall not be limited to, lawn care, mulching and shrub trimming, snow removal from sidewalks, driveways and entry walkways, sprinkler system Spring start-up and Fall shutdown, and sprinkler system backflow preventer testing. Single



Family Lots may choose annually on or before January 1 to receive the same package of Villa Services provided to Villas, but are not required to do so. The cost of these services shall be determined by the Board of Directors and uniformly assessed to all Villas and participating Single Family Lot Owners. The costs shall be in addition to the Association Dues and shall be subject to the same restrictions on yearly increases as set forth in and service charges as provided herein..

## **ARTICLE 8**

### **General Provisions**

**Section 1. Land Use.** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than dwelling units not to exceed two and one-half (2 ½ h) stories in height. Each dwelling shall include not less than a two-car (2) garage, which shall be built as part of said structure and attached thereto.

**Section 2. Dwelling Site.** No building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one (1) story open porches, breezeways or garages of less than 1,400 square feet for a one (1) story dwelling nor less than 900 square feet on the first floor for a dwelling unit of more than one (1) story, with a total of 1,700 square feet.

**Section 3. Building Location.** No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Plat. In any event, no building shall be located nearer to an interior Lot line than five (5) feet. No building shall be located on any Lot nearer than twenty-five (25) feet to the rear Lot line or twenty-five percent (25%) of the Lot depth, whichever is less.

**Section 4. Lot Area and Width.** No dwelling shall be erected or placed on any Lot having a width of less than fifty-five (55) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area less than 6,250 square feet.

**Section 5. Driveways.** All driveways from the street to the garage shall be of poured concrete. No driveway may be permitted to access onto Parent Road.

**Section 6. Sidewalks.** Plans and specifications for this Subdivision on file with the Plan Commission require the installation of four (4) foot wide concrete sidewalks within the street rights-of-way in front of all Lots. Installation of said sidewalks shall be the obligation of the Owners of any such Lot and shall be completed in accordance with said plans and specifications and prior to the issuance of a certificate of occupancy for any such Lot and the cost of said installation shall be a lien against any such Lot enforceable by the Plan Commission. The homeowner is responsible for maintaining the sidewalks adjoining his property and ensuring no safety hazards exist due to uneven slabs.

**Section 7. Utility 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 constituted to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service. All such



easements dedicated on the face of the Plat shall be kept free of all permanent structures, that 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 place their utility or sewage facilities, and that the removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them either in damages or to restore the obstruction to its original form.

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 conductors for the flow of surface water runoff to a suitable outlet and the land surface shall be constructed and maintained so as to achieve this intention. Such easement shall be maintained in an unobstructed condition and the proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed. All such easements dedicated on the face of the Plat shall be kept free of all permanent structures, 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 place their utility or sewage facilities, and the removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them either in damages or to restore the obstruction to its original form.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the premises of any Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 10. Temporary Structures. No unattached structure, including tool shed, shack, barn, trailer, mobile home, boat, boat trailer, camper, camper trailer, basement, tent, tree house, dog house, dog run, play house, burn barrel, or other out-building or recreational-vehicle shall be located or used on any lot at any time nor used as a residence either temporarily or permanently on, or adjacent to any Lot, public street or right-of-way within the Subdivision at any time. Further, no such structure, a basement nor a garage shall be used as a residence either temporarily or permanently.

Section 11. Outside Storage. No boat, trailer, recreation vehicle, motor home, truck camper or any other wheeled vehicle shall be permitted to be parked ungaraged on a Lot or on the street contiguous to a Lot for periods in excess of forty-eight (48) hours, or for a period of which is in the aggregate in excess of eight (8) days per calendar year. The term "truck" as used in this section means every motor vehicle designed, used or maintained primarily for the transportation of property, which is rated one (1) ton or more.

Section 12. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or allowed on any Lot. Trash and recyclables shall be kept in bins provided by the firm under contract with the City of New Haven. Bins are to be stored so that they are not visible from the front of any residence, preferably in Lot garage. No outside incinerators shall be kept or allowed on any Lot.



**Section 13. Building Materials.** All buildings 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 on the exterior construction of any building on any Lot of said Subdivision. No roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said Lots. In addition to asphalt shingles, architectural metal roofing may be acceptable subject to approval. All homes will have a minimum of fifteen percent (15%) brick or stone on the front elevation.

**Section 14. Landscaping of Dwellings:** All landscaping shall be completed within one (1) year after the date of the issuance of a certificate of occupancy by the Allen County Building Department. All landscaping must be in a manner so as to remain consistent with the aesthetic integrity of the landscaping of the Lots. Lawns must be regularly cut and neatly maintained. Trees, shrubs and bushes must be pruned regularly and not allowed to encroach into adjoining properties, roads or common areas. Plant beds shall not be overrun with weeds.

**Section 15. Exterior Maintenance Responsibility** The homeowner is responsible for maintaining the exterior aesthetics of the dwelling which would include but not be restricted to garage doors, entrance doors, windows, gutters, down spouts, exterior siding, trim, wood and paint. If the homeowner does not maintain the exterior of the dwelling in such a manner that will not affect the harmony and values of the surrounding properties, the homeowner will be in violation of this requirement and the Board of Directors may contract and pay for such maintenance and assess such charges to the Owners and collect such charges in a proceeding of law under Section 40 thereof.

**Section 16. Exterior Changes** No exterior changes or alterations to the house including patios and wooden decks can be made until plans, specs, and materials have been submitted to the Architectural Control Committee for approval. Alterations to the exterior should blend with the existing dwelling and any surrounding structures. This requirement would include but not be restricted to changing colors and materials for any repairs or updates. If the homeowner is making such repairs or updates with identical or similar to materials then they would not be required to submit a form for approval.

**Section 17. Roof Replacement** Roof replacement requires approval from the Architectural Control Committee. Replacement, repairs or updates with identical or similar to materials are encouraged. In addition to asphalt shingles, architectural metal roofing may be acceptable subject to approval. No roll roofing of any description or character shall be used on the roof of any Dwelling Unit.

**Section 18. Flag Poles** Detached/free standing flag poles for displaying the flag of the United States of America, State Flag, or Military Service Flags are permitted with prior approval from the Architectural Control Committee. Flagpoles must have a concrete base. Maximum height is twenty (20) feet.

**Section 19. Yard Lights** A photocell controlled pole or pedestal mount yard light shall be installed in front of the front building line and maintained for every home in the addition.

**Section 20. Fences** Yard fences are not permitted on Villa or Pond Lots. Patio fences are allowed. Permitted fences shall be of wrought iron design constructed of iron or aluminum. The finish shall be powder coat black. Posts shall be set in concrete. The installation must be by a fence contractor. The maximum fence height may not exceed (4) four feet and may not be constructed forward of the rear foundation line of the house or wider than the house. All fence posts are to be facing the homeowner's house. All fence construction, style, materials, etc., must be submitted in writing with the necessary sketches for approval in advance by the Architectural Control Committee. All fences shall

be properly maintained. If a fence is not properly maintained a homeowner will be required to repair, remove or replace the fence.

Section 21. Swimming Pools Only in-ground swimming pools are permitted and must comply with all Codes for Family Swimming Pools. Plans for the pool, protective fence/cover, along with any required permits must be submitted in writing and approved by the Architectural Control Committee prior to construction.

Section 22. Playground Sets Playground sets are permitted in fenced backyards only. Playground sets are restricted to swing sets only. The maximum permitted height is ten (10) feet; maximum permitted length is fifteen (15) feet. Playground sets must be commercially made, of heavy construction, and must be maintained in a high state of repair. Tree houses are not permitted. Specific location must be submitted to the Architectural Control Committee for approval.

Section 23. Pond View Obstructions Pond Lots, for purposes hereof, are those Lots located along the edge and with an open view of either pond in the Subdivision. The Committee will not approve any project which, in the Committee's sole opinion, would create the unreasonable sight obstruction of a pond from a home located on these lots.

Section 24. Basketball Goals No permanent or temporary basketball goals are allowed on the front side of a Lot/home.

Section 25. Solar Voltaic Systems Panels mounted flat on a roof or integral to the roofing system may be acceptable subject to approval by the Architectural Control Committee. Freestanding panels are not allowed.

Section 26. Antennas and Communications Equipment Freestanding radio or television antennas are prohibited as are freestanding satellite receiving dishes or disks. One satellite dish or disk of less than twenty (20) inches in diameter may be attached to a home in a manner and position approved by the Committee. No masts, antennas, or aerials with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No freestanding radio or television or communications antenna shall be permitted upon any Lot.

Section 27. Signs No signs of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than 12" by 18", one (1) sign of not more than five (5) square feet advertising the property for sale, signs used to advertise the property during the construction and sales period, or legally permitted election year signs.

Section 28. Utilities No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot in this Subdivision.

Section 29. Drilling, Refining, Quarrying and Mining Operations No oil drilling, oil development operation, 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 30. Livestock and Poultry 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 31. Use of Public Easements.** In addition to the utility easements herein designated, easements in the streets, as shown on the Subdivision 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 31 of this Article 8, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets. All such easements 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 place their utility or sewage facilities and the removal of any such obstructions by said entities shall in no way obligate them either in damages or to restore the obstruction to its original form.

**Section 32. Sanitary Sewer Restrictions.** No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged or permitted to flow into the sanitary sewer 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 33. Installation of Improvements.** Before any house or building or any Lot or tract in this Subdivision shall be used and occupied as a dwelling or as otherwise provide by the Subdivision restrictions above, the Developer or any subsequent owner of said Lot or tract shall install improvements serving said Lot or tract as provided in said plans and specifications for this addition filed with the New Haven Plan Commission. This Covenant shall run with the land and be enforceable by City of New Haven, State of Indiana, or by any aggrieved Lot Owner in this Subdivision.

**Section 34. Permits and Certificates.** Before any Lot or tract may be used or occupied, such user or occupier shall first obtain from the New Haven Zoning Administrator, or its successor, an Improvement Location Permit and Certificate of Occupancy, as required by the New Haven Zoning Ordinance, or its successor zoning ordinance.

**Section 35. Enforcement.** The Association shall have the right to enforce, by any proceeding at law or in equity, or fines, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Violation of any of the restrictions or covenants contained herein shall not, however, operate as a forfeiture or right of reversion of any interest in the real estate.

**Section 36. Subdivision of Lot.** No Lot or combination of Lots may be further subdivided to create an additional Lot until approval therefore has been obtained from the Plan Commission or its successor agency.

**Section 37. Annexation.** Additional properties may be annexed by Developer and made subject to these Covenants. Said additional properties may be developed for condominiums, villas, and single family residences. Said annexation may be perfected without the consent of the Owners.

**Section 38. 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

covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than fifty-one (51%) of the Lot Owners.

Section 39. Flood Protection Grade. In order to minimize potential damage from surface water, flood protection grades are established as shown on the recorded Plat and as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of the first floor or the minimum sill elevation of any opening below the first floor. The flood protection grades shall be Mean Sea Level and shall be as follows:

Lots 19-41 (both inclusive) and Lots 47-83 (both inclusive).....768.5 feet.

Section 40. Cost and Attorney Fees. In the event the Association, Developer, an Owner, or the Plan Commission is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the successful party shall be entitled to recover from the party against who the proceeding was brought, the reasonable attorney fees and related expenses incurred in such proceeding.

Section 41. Serviceability. Should any provision of these Covenants be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of these Covenants, which shall remain in full force and effect.

Section 42. Hold Harmless. The Association and all Owners of Lots in the Subdivision shall jointly and severally indemnify and hold harmless Allen County, Indiana, and the City of New Haven, Indiana, against any loss, damage, or liability arising from claims or suits for personal injury or property damage involving the design, construction, use or maintenance of any private street in this Subdivision.

The undersigned representing not less than 75% of the Owners of Lots in Landin Meadows hereby declare this to be an Amendment and Restatement to the Protective Restrictions, Covenants, Limitations and Easements for the Subdivision of Landin Meadows and all Lots therein.

Dated and effective this 15th day of February, 2022.

*[This rest of this page is intentionally left blank].*



The undersigned representing not less than 75% of the Owners of Landin Meadows Community Associations, Inc. and Landin Meadows Villas Association, Inc., hereby declare this to be an Amendment to the Protective Restrictions, Covenants, Limitations, and Easements for the Landin Meadows Community Association Inc., and Landin Meadows Villas Association, Inc.

Dated and effective this 15th day of February, 2022.

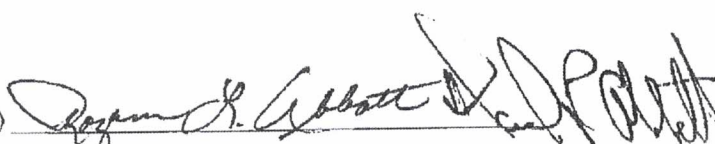
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3260 Brantley Dr.

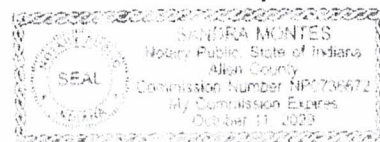
Signature(s) \_\_\_\_\_  
Printed Name(s) 4 Life Construction LLC

Owner(s) of Lot Number 36  
3310 Brantley Drive

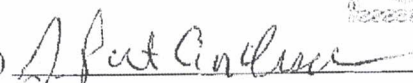
Signature(s) \_\_\_\_\_  
Printed Name(s) 4 Life Construction LLC

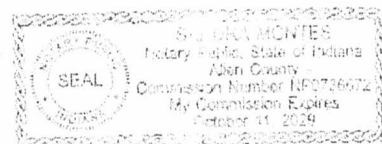
Owner(s) of Lot Number 12  
3307 Landin Meadows Run

Signature(s)   
Printed Name(s) David L. Abbott  
Rozann L. Abbott

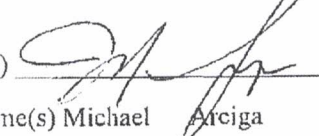


Owner(s) of Lot Number 75  
9165 Casey Place

Signature(s)   
Printed Name(s) J. Pat Anderson

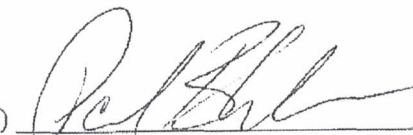


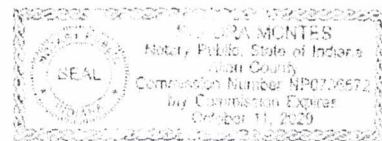
Owner(s) of Lot Number 35  
3298 Brantley Dr.

Signature(s)   
Printed Name(s) Michael Arciga



Owner(s) of Lot Number 08  
3391 Landin Meadows Run

Signature(s)   
Printed Name(s) Paul Block



Owner(s) of Lot Number 81  
3441 Brantley Drive

Signature(s) \_\_\_\_\_  
Printed Name(s) Paul & Louisa Boggs

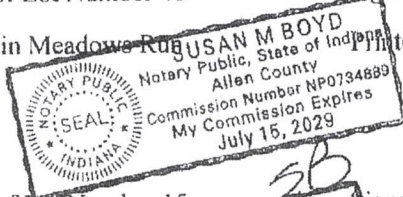
Owner(s) of Lot Number 20  
9038 Matthew Spring Run

Signature(s) Joan E. Bosler  
Printed Name(s) Joan E. Bosler



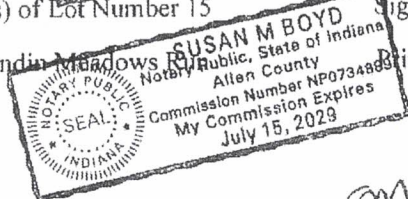
Owner(s) of Lot Number 48

3420 Landin Meadows Run  
Signature(s) Lynn R. Bowland  
Printed Name(s) Lynn R. Bowland



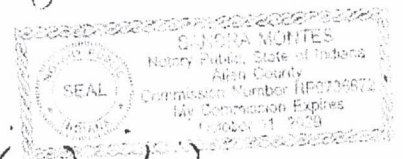
Owner(s) of Lot Number 15

3247 Landin Meadows Run  
Signature(s) Alyssa Boyd  
Printed Name(s) Alyssa Boyd



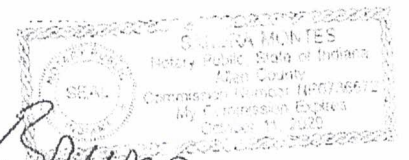
Owner(s) of Lot Number 65  
9207 Matthew Spring Run

Signature(s) Susan Boyd  
Printed Name(s) Susan Boyd



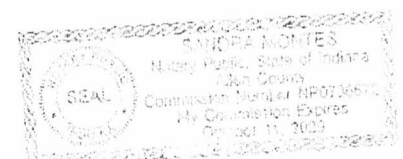
Owner(s) of Lot Number 77  
9217 Casey Place

Signature(s) Janet E. Breitenwischer  
Printed Name(s) Janet E. Breitenwischer



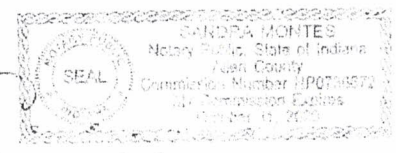
Owner(s) of Lot Number 44  
3480 Brantley Drive

Signature(s) William J. Bruns  
Printed Name(s) William J. Bruns



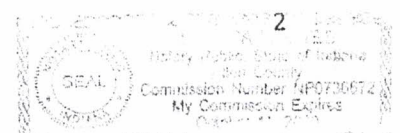
Owner(s) of Lot Number 19  
9014 Matthew Spring Run

Signature(s) Ken Buuck  
Printed Name(s) Ken Buuck



Owner(s) of Lot Number 07  
3405 Landin Meadows Run

Signature(s) Linda Cimini  
Printed Name(s) Linda Cimini

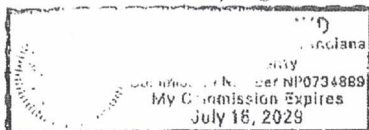




Owner(s) of Lot Number 51  
3360 Landin Meadows Run

Signature(s) \_\_\_\_\_  
Printed Name(s) Denny & Gerri Culbertson

Owner(s) of Lot Number 21  
9062 Matthew Spring Run



Owner(s) of Lot Number 22  
9086 Matthew Spring Run

Signature(s) [Signature]  
Printed Name(s) Robert Current

Signature(s) [Signature]  
Printed Name(s) Robert Current

Owner(s) of Lot Number 41  
3430 Brantley Drive

Signature(s) [Signature]  
Printed Name(s) Elizabeth Dunham

Owner(s) of Lot Number 38  
3370 Brantley Drive

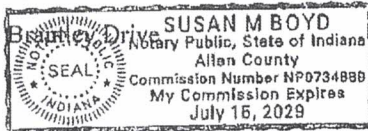


Owner(s) of Lot Number 67  
3241 Brantley Dr.

Signature(s) [Signature]  
Printed Name(s) Andrea Ehresman

Signature(s) [Signature]  
Printed Name(s) Michael R. Emberton

Owner(s) of Lot Number 29  
3168 Brantley Drive



Owner(s) of Lot Number 69  
3293 Brantley Drive

Signature(s) [Signature]  
Printed Name(s) Douglas P. Fyock

Signature(s) [Signature]  
Printed Name(s) Keith Gerbers



Owner(s) of Lot Number 43  
3466 Brantley Dr.

Signature(s) \_\_\_\_\_  
Printed Name(s) John Gerke

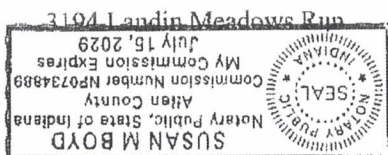
Owner(s) of Lot Number 13  
3289 Landin Meadows Run

Signature(s) \_\_\_\_\_  
Printed Name(s) Errin & Tina Grady

Owner(s) of Lot Number 14  
3271 Landin Meadows Run

Signature(s) \_\_\_\_\_  
Printed Name(s) Errin & Tina Grady

Owner(s) of Lot Number 59

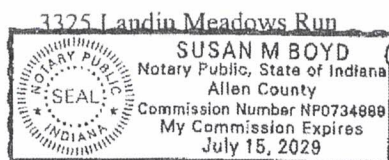


3104 Landin Meadows Run  
Owner(s) of Lot Number 63  
9163 Matthew Spring Run

Signature(s) Edward A. Gustafson  
Printed Name(s) Edward A. Gustafson

Signature(s) \_\_\_\_\_  
Printed Name(s) Ross & Barb Higginbotham

Owner(s) of Lot Number 11



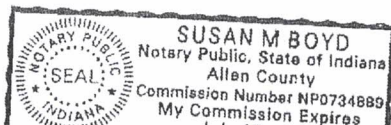
3325 Landin Meadows Run  
Owner(s) of Lot Number 62  
9139 Matthew Spring Run

Signature(s) Jeff & Cheryl Hoepfner  
Printed Name(s) Jeff & Cheryl Hoepfner

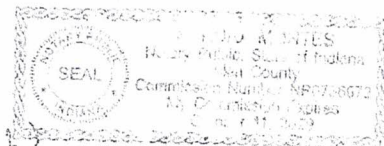
New Owner: Chad Ripke

Signature(s) Craig A. Hooker  
Printed Name(s) Craig A. Hooker

Owner(s) of Lot Number 64



Signature(s) Bob Hopkins  
Printed Name(s) Bob Hopkins



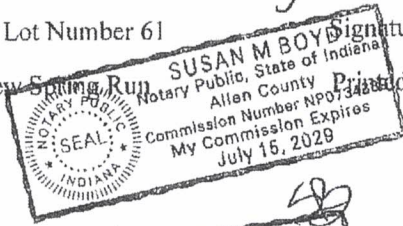


9181 Matthew Spring Run

Printed Name(s) Bob Hopkins

Owner(s) of Lot Number 61

9105 Matthew Spring Run



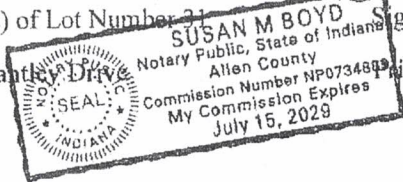
Signature(s)

*Trig Hopper Linda Hopper*

Printed Name(s) Trig Hopper and Linda Hopper

Owner(s) of Lot Number 31

3212 Brantley Drive



Signature(s)

*Ron Hormann*

Printed Name(s) Ron Hormann

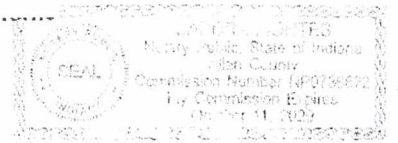
Owner(s) of Lot Number 57

3244 Landin Meadows Run

Signature(s)

*Jonathan Horne*

Printed Name(s) Jonathan Horne



Owner(s) of Lot Number 68

3267 Brantley Drive

Signature(s)

\_\_\_\_\_

Printed Name(s) Xuanming Huang

Owner(s) of Lot Number 78

3375 Brantley Drive



Signature(s)

*Jeffrey S. Johnson*

Printed Name(s) Jeffrey S. Johnson

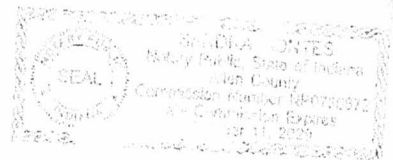
Owner(s) of Lot Number 42

3448 Brantley Dr.

Signature(s)

*Kathy Kerbel*

Printed Name(s) Kathy Kerbel



Owner(s) of Lot Number 37

3326 Brantley Drive

Signature(s)

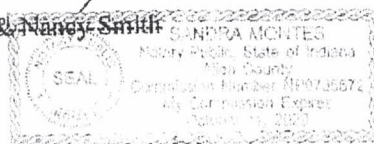
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Printed Name(s) Ronald King & Tina Colwell

Owner(s) of Lot Number 04  
3471 Landin Meadows Run

Signature(s) *Dean Kiser*

Printed Name(s) Dean Kiser & Nancy Smith



Owner(s) of Lot Number 80  
3419 Brantley Dr

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

Printed Name(s) Brian & Sheryl Klein

Owner(s) of Lot Number 82  
3459 Brantley Dr.

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

Printed Name(s) Mike & Rita Koontz

Owner(s) of Lot Number 72  
9136 Casey Place

Signature(s) *Donna Kortenber*

Printed Name(s)

Donna Kortenber



Owner(s) of Lot Number 70  
9172 Casey Place

Signature(s) *Tina Lambert*

Printed Name(s)

Tina Lambert

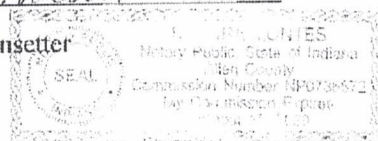


Owner(s) of Lot Number 58  
3226 Landin Meadows Run

Signature(s) *Karen E. Leinsetter*

Printed Name(s)

Karen E. Leinsetter

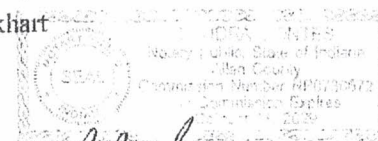


Owner(s) of Lot Number 17  
3191 Landin Meadows Run

Signature(s) *Brenda Linkhart*

Printed Name(s)

Brenda Linkhart

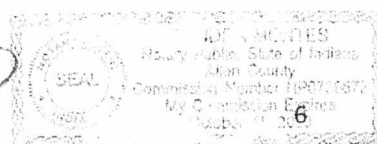


Owner(s) of Lot Number 60  
3178 Landin Meadows Run

Signature(s) *Justin Allred*

Printed Name(s)

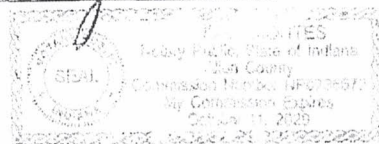
JUSTIN ALLRED





Owner(s) of Lot Number 50  
3384 Landin Meadows Run

Signature(s) David P. Meyer  
Printed Name(s) David P. Meyer



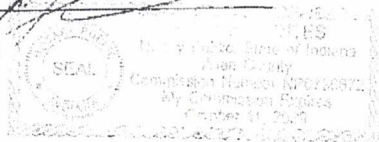
Owner(s) of Lot Number 03  
3493 Landin Meadows Run

Signature(s) Jacquelyn Moore  
Printed Name(s) Jacquelyn Moore



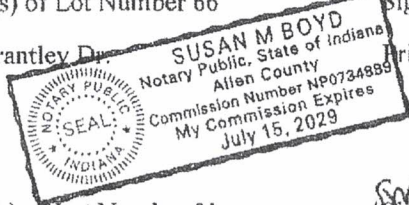
Owner(s) of Lot Number 16  
3223 Landin Meadows Run

Signature(s) Gregory A. Myers  
Printed Name(s) Gregory A. Myers



Owner(s) of Lot Number 66  
3215 Brantley Dr.

Signature(s) Janet Naish  
Printed Name(s) Janet Naish



Owner(s) of Lot Number 01  
3529 Landin Meadows Run

Signature(s) Robert A. Nickerson  
Printed Name(s) Robert A. Nickerson



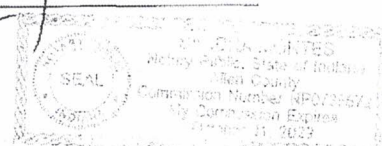
Owner(s) of Lot Number 45  
3498 Brantley Dr.

Signature(s) Robert A. Nickerson  
Printed Name(s) Robert A. Nickerson



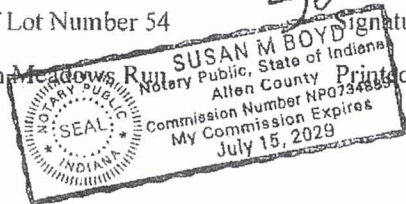
Owner(s) of Lot Number 55  
3284 Landin Meadows Run

Signature(s) Jeffrey Parnin  
Printed Name(s) Jeffrey Parnin

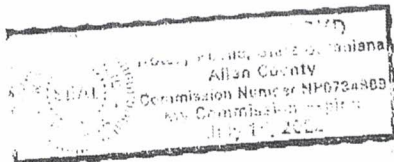


Owner(s) of Lot Number 54  
3298 Landin Meadows Run

Signature(s) Alice J. Prestia  
Printed Name(s) Alice J. Prestia



Owner(s) of Lot Number 27  
9236 Matthew Spring Run



Signature(s) *Rick Ray*  
Printed Name(s) Rick Ray

Owner(s) of Lot Number 09  
3369 Landin Meadows Run

Signature(s) *Amy C Reuille*  
Printed Name(s) Amy C. Reuille

Owner(s) of Lot Number 40  
3412 Brantley Dr.

Signature(s) *Duane R Rigenbach*  
Printed Name(s) Duane Rigenbach

Owner(s) of Lot Number 79  
3389 Brantley Drive

Signature(s) \_\_\_\_\_  
Printed Name(s) Susan C. Sample

Owner(s) of Lot Number 46  
3490 Landin Meadows Run

Signature(s) *Marlene Schultz*  
Printed Name(s) Marlene Schultz

Owner(s) of Lot Number 076  
9189 Casey Place

Signature(s) *Diane L Sellhorn*  
Printed Name(s) Diane L. Sellhorn

Owner(s) of Lot Number 05  
3449 Landin Meadows Run

Signature(s) *David R. Sheets*  
Printed Name(s) David R. Sheets

Owner(s) of Lot Number 25

Signature(s) \_\_\_\_\_  
Nathaniel & Jolynn Simson 8



9184 Matthew Spring Run

Printed Name(s) Nathaniel & Jolynn Simson

Owner(s) of Lot Number 06

3427 Landin Meadows Run

Signature(s)

Printed Name(s) William J. Solloway

Owner(s) of Lot Number 02

3507 Landin Meadows Run

Signature(s)

Printed Name(s)  
David R. Sprague

Owner(s) of Lot Number 83

3477 Brantley Drive

Signature(s)

Printed Name(s) Margaret Steury

Owner(s) of Lot Number 24

9158 Matthew Spring Run

Signature(s)

Printed Name(s) TND Homes, LLC

Owner(s) of Lot Number 49

3398 Landin Meadows Run

Signature(s)

Printed Name(s) Brenda Tuttle

Owner(s) of Lot Number 39

3384 Brantley Drive

Signature(s)

Printed Name(s) Shelly Voelker



Owner(s) of Lot Number 30

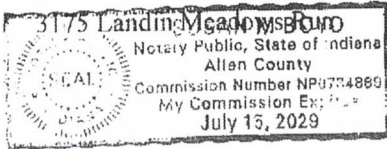
3190 Brantley Drive

Signature(s)

Printed Name(s)  
Casandra L. Vorst

Erick H. Vorst

Owner(s) of Lot Number 18



Signature(s)

Printed Name(s)

Trevor Waidelich

Owner(s) of Lot Number 47

3442 Landin Meadows Run

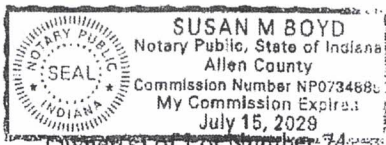
sm

Signature(s)

Printed Name(s) Maureen Watson

Owner(s) of Lot Number 10

3347 Landin Meadows Run



Signature(s)

Printed Name(s) Steve & Charli Werling

Owner(s) of Lot Number 74

9147 Casey Place

Signature(s)

Printed Name(s)

Bryan K. Whittington

Owner(s) of Lot Number 56

3268 Landin Meadows Run

Signature(s)

Printed Name(s) Mark Wolf & Kim Coomer

Owner(s) of Lot Number 73

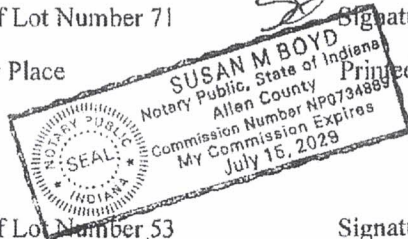
9133 Casey Place

Signature(s)

Printed Name(s) John Wright Jr

Owner(s) of Lot Number 71

9158 Casey Place



Signature(s)

Printed Name(s) Marc Young

Owner(s) of Lot Number 53

3316 Landin Meadows Run

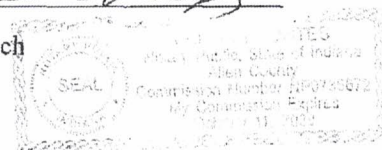
Signature(s)

Printed Name(s) Kevin & Jane Zurbrugg



Owner(s) of Lot Number 52  
3338 Landin Meadows Run

sm  
Signature(s) Sally Zurbuch  
Printed Name(s) Sally Zurbuch



OWNER Lot # 100  
3375 Brantley DR

sm  
Signature Michelle Johnson  
Michelle Johnson



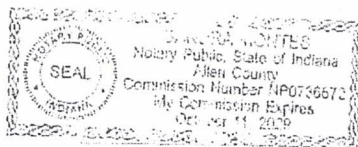
STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

I, Sandra Montes, a Notary Public for said County and State, do hereby certify that David L. Abbott, J. Pat Anderson, Paul Block, Joap E. Bosler, Susan Boyd, Janet E. Breitenwischer, William J. Bruns, Ken Buuck, Linda Cimini, Robert Current, Elizabeth Dunham, Michael R. Emberton, Keith Gerbers, Craig A. Hooker, Jonathan Horne, Kathy Kerbel, Dean Kiser, Donna Kortenber, Karen E. Leinsetter, Brenda Linkhart, Justin Alfred, David P. Meyer, Jacquelyn Moore, Greg A. Myers, Robert A. Nickerson, Jeffrey Parnin, Amy C. Reuille, Duane Riggensbach, Marlene Schultz, Diane L. Selhorn, David R. Sheets, William J. Solloway, David R. Sprague, Margaret Steury, Brenda Tuttle, Casandra L. Vorst, Maureen Watson, Bryan Whittington, John Wright, Jr., Sally Zurbuch, Michelle Johnson personally appeared before me on this day and acknowledged the execution of the foregoing Amended and Restated Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements, and Approval Appended to as Part of the Dedication and Plat of Landin Meadows, a Subdivision of St. Joseph Township, City of Fort Wayne, Allen County, Indiana. Witness my hand and official seal this 15<sup>th</sup> day of February, 2022.

My Commission Expires:  
October 11, 2029

(Printed Name): Sandra Montes

My Commission Number:  
NP0736672



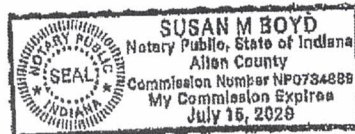
STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

I, Susan M. Boyd, a Notary Public for said County and State, do hereby certify that Michael Arciga, Lynne R. Bowland, Alyssa Boyd, Ken White, Andrea Ehresman, Douglas P. Fyock, Edward A. Gustafson, Chad Ripke, Bob Hopkins, Trig Hopper, Linda Hopper, Ron Hormann, Jeffrey S. Johnson, Tina Lambert, Janet Najsh, Alice J. Prestia, Rick Ray, Shelly Voelker, Trevor Waidelich, Steve Werling, Charli Werling, and Marc Young personally appeared before me on this day and acknowledged the execution of the foregoing Amended and Restated Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements, and Approval Appended to as Part of the Dedication and Plat of Landin Meadows, a Subdivision of St. Joseph Township, City of Fort Wayne, Allen County, Indiana. Witness my hand and official seal this 15<sup>th</sup> day of February, 2022.

My Commission Expires:  
July 15, 2029

Susan M Boyd  
(Printed Name): Susan M. Boyd

My Commission Number:  
NP0734889





The undersigned representing not less than 75% of the Owners of Landin Meadows Community Associations, Inc. and Landin Meadows Villas Association, Inc., hereby declare this to be an Amendment to the Protective Restrictions, Covenants, Limitations, and Easements for the Landin Meadows Community Association Inc., and Landin Meadows Villas Association, Inc.

Owner(s) of Lot Number 32 Signature(s) Richard Sutorius FEB 17 2022

Address 3236 BRANTLEY DR. Name RICHARD SUTORIUS (print)  
NEW HAVEN IN 46774 ASSISTANT SECRETARY

Indiana

ALLEN County

I, Susan K. Clark, A Notary Public for said  
County and State, do hereby certify, that RICHARD SUTORIUS personally  
appeared before me on this day and acknowledged the due execution of the forgoing document.

Witness my hand and official seal, this the 15TH day of FEBRUARY, 20 22.

(Official Seal Below)



Susan K. Clark  
Susan K. Clark (Notary Public)  
Resident of Allen County, Indiana  
My Commission Expires: 5/23/2024

The undersigned representing not less than 75% of the Owners of Landin Meadows Community Associations, Inc. and Landin Meadows Villas Association, Inc., hereby declare this to be an Amendment to the Protective Restrictions, Covenants, Limitations, and Easements for the Landin Meadows Community Association Inc., and Landin Meadows Villas Association, Inc.

Owner(s) of Lot Number 28 Signature(s) Michael Nutter

FEB 17 2022

Address 3150 BRANTLEY DR. Name RICHARD SUTORIUS (print)  
NEW HAVEN IN 46774 ASSISTANT SECRETARY

Indiana

ALLEN County

I, Susan K. Clark, A Notary Public for said  
County and State, do hereby certify, that RICHARD SUTORIUS personally  
appeared before me on this day and acknowledged the due execution of the forgoing document.

Witness my hand and official seal, this the 15TH day of FEBRUARY, 20 22.



Susan K. Clark  
Susan K. Clark (Notary Public)  
Resident of Allen County, Indiana  
My Commission Expires: 5/23/2024



The undersigned representing not less than 75% of the Owners of Landin Meadows Community Associations, Inc. and Landin Meadows Villas Association, Inc., hereby declare this to be an Amendment to the Protective Restrictions, Covenants, Limitations, and Easements for the Landin Meadows Community Association Inc., and Landin Meadows Villas Association, Inc.

FEB 17 2022

Owner(s) of Lot Number 26 Signature(s) Richard Neutor

Address 9210 MATTHEW STANLEY RUN Name RICHARD SUTORIUS (print)  
NEW HAVEN IN 46774 ASSISTANT SECRETARY

Indiana

ALLEN County

I, Susan K Clark, A Notary Public for said

County and State, do hereby certify, that RICHARD SUTORIUS personally

appeared before me on this day and acknowledged the due execution of the forgoing document.

Witness my hand and official seal, this the 15th day of FEBRUARY, 20 22.

(Official Seal Below)



Susan K Clark

Susan K. Clark (Notary Public)  
Resident of Allen County, Indiana  
My Commission Expires: 5/23/2024

The undersigned representing not less than 75% of the Owners of Landin Meadows Community Associations, Inc. and Landin Meadows Villas Association, Inc., hereby declare this to be an Amendment to the Protective Restrictions, Covenants, Limitations, and Easements for the Landin Meadows Community Association Inc., and Landin Meadows Villas Association, Inc.

FEB 17 2022

Owner(s) of Lot Number 23 Signature(s) Richard Sutorius

Address 9136 MATTHEW SPRING RUN Name RICHARD SUTORIUS (print)  
NEW HAVEN IN 46774 ASSISTANT SECRETARY

Indiana

ALLEN County

I, Susan K Clark, A Notary Public for said

County and State, do hereby certify, that RICHARD SUTORIUS personally  
appeared before me on this day and acknowledged the due execution of the forgoing document.

Witness my hand and official seal, this the 15TH day of FEBRUARY, 20 22.

(Official Seal Below)

Susan K Clark

Susan K. Clark (Notary Public)  
Resident of Allen County, Indiana  
My Commission Expires: 5/23/2024



This instrument was prepared by Eric M. Blume, Attorney at Law, Indiana Bar No. 29836-02, CARSON LLP, 301 West 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 instrument, unless required by law. - Eric M. Blume