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NICOLE KEESLING

ALLEN COUNTY RECORDER

FORT WAYNE, IN

**FIRST AMENDMENT TO THE DEDICATION, PROTECTIVE
RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND
APPROVALS APPENDED TO THE PLAT OF ROOSEVELT RESERVES, SECTION I,
A SUBDIVISION IN ADAMS TOWNSHIP, ALLEN COUNTY, INDIANA**

THIS FIRST AMENDMENT TO THE DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO THE PLAT OF ROOSEVELT RESERVES, SECTION I, A SUBDIVISION IN ADAMS TOWNSHIP, ALLEN COUNTY, INDIANA ("**First Amendment**") is executed and entered into by ROOSEVELT LAND DEVELOPMENT GROUP, LLC (the "**Developer**"), under the following circumstances:

- A. All of the lots within Roosevelt Reserves, Section I are subject to and impressed with the protective restrictions, covenants, and limitations contained in that certain Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to the Plat of Roosevelt Reserves, Section I, a Subdivision in Adams Township, Allen County, Indiana recorded as Document Number 2023047804 (the "**Original Covenants**") in the Office of the Recorder of Allen County, Indiana (the "**Recorder's Office**").
- B. As of the date of this First Amendment, Developer is the owner of all of the Lots within the Subdivision and, pursuant to Section 7.27 of the Original Covenants, has the exclusive right to modify and amend any of the provisions of the Original Covenants.
- C. Developer now desires to modify and amend certain provisions of the Original Covenants, subject to the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby amends the Original Covenants as follows:

1. Incorporation of Recitals; Defined Terms. The above and foregoing recitals are incorporated into this First Amendment and made a part hereof as though originally set forth herein verbatim. All terms used herein with initial capital letters shall, unless otherwise defined herein, have the meaning ascribed to such terms in the Original Covenants.

2. Construction of Residences. There shall be added to the Original Covenants a new Section 6.10 as follows:

"Section 6.10 Construction of Residences. Unless otherwise agreed in writing with Developer, each Owner shall commence construction of a residence that meets the requirements of this Declaration, the Architectural Control Committee's approval, and all other applicable zoning and building ordinances and regulations no later than one (1) year from the date Developer transfers fee simple title to the initial Owner of the Lot ("**Closing Date**"), and a Certificate of Occupancy for the residence shall be issued no later than one (1) year from said Closing Date ("**Building Period**"). There shall be no lapse of substantial construction activity greater than sixty (60) consecutive days (excluding any days where

AUDITOR'S OFFICE

Duly entered for taxation. Subject
to final acceptance for transfer.

Nov 16 2023

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AUDITOR OF ALLEN COUNTY

construction is delayed or not possible due to adverse weather conditions) during the Building Period. If the residence is not commenced, completed, or continuously constructed in accordance with this Section 6.10, Developer may then elect to exercise an option within thirty (30) days from the applicable event to repurchase the Lot from the then current Owner of the Lot, free and clear of all liens and encumbrances (except current real estate taxes which shall be prorated to the date of Developer's repurchase). Developer's repurchase of any Lot under this Section 6.10 shall be at its sole and absolute discretion and at the following price: (a) ninety percent (90%) of the purchase price paid by the initial Owner of the Lot if the Lot is unimproved; or (b) the purchase price paid by the initial Owner, plus the actual value of any improvements constructed on the Lot, less six percent (6 %), if construction has been commenced on the Lot. For purposes of this Section 6.10, "actual value of any improvements" shall be the highest of three (3) bids obtained by Developer from three (3) disinterested builders that have constructed, or are in the process of constructing, residences in the Subdivision or which otherwise have at least five (5) years of experience in residential construction within the Fort Wayne, Indiana area. Developer may exercise its option by sending written notice to the then current Owner of the Lot of Developer's intention to exercise its option to repurchase the Lot. Developer's option shall not be affected by any subsequent transfer of title or possession of the Lot by the initial Owner to any subsequent Owner of the Lot. Each Owner of a Lot takes its ownership, rights, and title to the Lot subject to Developer's option to repurchase the Lot in the event the residence is not constructed in accordance with the Building Period stated herein. If the option is exercised, the closing of Developer's repurchase of any Lot shall occur no later than thirty (30) days after Developer provides its notice hereunder to the then current Owner of the Lot. The then current Owner of the Lot shall take all such actions and shall execute all such documents, including a warranty deed reconveying the Lot to Developer, as Developer deems reasonably necessary to reconvey marketable title to Developer, free and clear of all liens and encumbrances."

3. Remaining Terms and Provisions. Except as otherwise set forth above, the terms and provisions of the Original Covenants remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Covenants, the terms and provisions of this First Amendment shall in all instances govern and prevail.

IN WITNESS WHEREOF, this First Amendment has been executed by the Developer, all pursuant to the terms and provisions of the Original Covenants. The effective date of this First Amendment shall be the date of its recordation in the Recorder's Office.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Roosevelt Land Development Group, LLC, as declarant and Developer of the Real Estate, has executed this document on the 7 day of Nov, 2023.

“Developer”

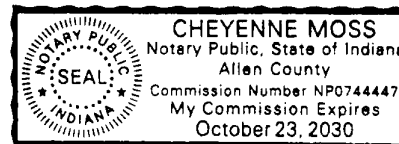
ROOSEVELT LAND DEVELOPMENT GROUP, LLC

By: Jerry Starks, its Manager

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 7th day of November, 2023, personally appeared Jerry Starks, the duly authorized Manager of Roosevelt Land Development Group, LLC, (the “Company”) and acknowledged the execution of the above and foregoing document as his voluntary act and deed on behalf of the Company for the purposes and uses set forth in this document.

Witness my hand and seal on this 7th day of November, 2023.



Cheyenne Moss Notary Public

My Commission Expires: October 23, 2030
 My County of Residence: Allen
 My Commission Number: NP0744447

This instrument prepared by Joshua C. Neal, Attorney No. 23697-02, Barrett McNagny LLP, 215 E. Berry Street, Fort Wayne, IN 46802.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Joshua C. Neal.