

Recorded as Presented
Allen County Indiana
Recorder Nicole Keesling

**THIRD 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 THIRD 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 ("*Third 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*"), as amended by that certain 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 recorded as Document Number 2023049786 (the "*First Amendment*"), and as further amended by that certain Second 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 recorded as Document Number 2024059045 (the "*Second Amendment*") (the Original Covenants, the First Amendment, and the Second Amendment are collectively referred to herein as the "*Covenants*").
- B. As of the date of this Third Amendment, Developer retains the right to unilaterally amend any provision of the Covenants pursuant to Section 7.27 of the Covenants because it is less than six (6) years from the date of the Original Covenants.
- C. Developer now desires to modify and amend certain provisions of the 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 Covenants as follows:

1. Incorporation of Recitals; Defined Terms. The above and foregoing recitals are incorporated into this Third 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 Covenants.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Oct 15 2025 NB

JACQUELYNN SCHEUMAN
ALLEN COUNTY AUDITOR

2. Sheds and Outdoor Storage Facilities. There shall be added to the Covenants a new Section 7.30. Said Section 7.30 shall read and provide as follows:

Section 7.30 Certain Permitted Storage Sheds. Notwithstanding anything to the contrary contained herein (including those restrictions contained in Section 7.9), one (1) exterior storage shed may be constructed on a Lot containing a dwelling unit, subject to the following restrictions and conditions:

- a. **Size and Height.** The maximum permitted size of any storage shed shall be one hundred forty-four (144) square feet, with a maximum dimension of twelve (12) feet by twelve (12) feet, and a maximum height of ten (10) feet.
- b. **Location.** Storage sheds constructed hereby may be located only within the backyard of any Lot, behind the principal dwelling unit. No storage shed shall be permitted on any Lot adjacent to any pond or similar body of water within the Subdivision. Storage sheds constructed hereby shall not be placed within, or in a manner that obstructs any easements, utilities, or drainage areas within the Subdivision.
- c. **Construction Standards.** (i) Any storage shed constructed hereby shall be constructed on a permanent slab foundation; (ii) The roof style, slope, and exterior materials, including color, of any storage shed constructed hereby shall be consistent and complimentary to the dwelling unit located on the Lot; (iii) Any storage shed constructed hereby shall not be prefabricated or made primarily of metal materials.
- d. **Architectural Approval.** Any storage shed permitted under this Section 7.30 shall be deemed a "Structure" for purposes of these Covenants, and, as such, shall be subject to all requirements of Article VI (Architectural Control), including but not limited to prior written approval of plans and specifications by the Architectural Control Committee.
- e. **Additional Requirements.** (i) Only one storage shed shall be permitted on any Lot; (ii) Before any storage shed may be constructed on any Lot, a fence (that is fully compliant with all of the provisions of these Covenants) enclosing the backyard of the Lot must be constructed and in place on the Lot.

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

IN WITNESS WHEREOF, this Third Amendment has been executed by the Developer, all pursuant to the terms and provisions of the Covenants. The effective date of this Third 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 13 day of October, 2025.

“Developer”

ROOSEVELT LAND DEVELOPMENT GROUP, LLC

By: Jerry Starks, its Manager

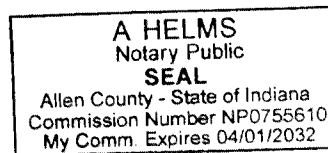
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 13 day of October, 2025, 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 13 day of October, 2025.

A Helms, Notary Public

My Commission Expires: 4/1/32
My County of Residence: Allen
My Commission Number: NP0755610



This instrument prepared by Joshua C. Neal, 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