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SECOND AMENDMENT TO THE DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS

ROOSEVELT RESERVES, SECTION I

REFERENCE DOCUMENTS #2023047804 AND #2023049786

ROOSEVELT LAND DEVELOPMENT GROUP, LLC

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Dec 11 2024 CP
NICHOLAS D. JORDAN
ALLEN COUNTY AUDITOR

**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**

THIS 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 ("*Second 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*") (the Original Covenants and the First Amendment are collectively referred to herein as "*Covenants*").
- B. As of the date of this Second 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 Second 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.
- 2. Maximum Annual Assessments. Section 5.3 is hereby deleted in its entirety and replaced with the following:

Section 5.3 Maximum Annual Assessments. The maximum Annual Assessment in 2025 shall be \$395.00 per lot. The maximum Annual Assessment in 2026 shall be \$495.00 per lot. Subsequent assessments may be made by the Board of Directors, as follows:

- a. The maximum Annual Assessment may be increased each year by the Board of Directors by a percentage not more than 10% above the Annual Assessment for the previous year without a vote of the Members.
- b. The maximum Annual Assessment may be increased by a percentage in excess of 10% only by the vote or written consent of a majority of the Members.

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 Second Amendment and the terms and provisions of the Original Covenants, the terms and provisions of this Second Amendment shall in all instances govern and prevail.

IN WITNESS WHEREOF, this Second Amendment has been executed by the Developer, all pursuant to the terms and provisions of the Covenants. The effective date of this Second 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 5th day of December, 2024.

"Developer"

ROOSEVELT LAND DEVELOPMENT GROUP, LLC

[Signature]
By: Jerry Starks, its Manager

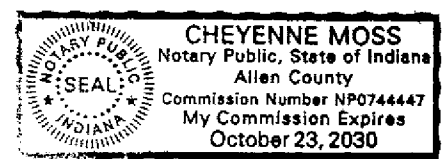
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 5th day of December, 2024, 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 5th day of December, 2024.

[Signature]
Cheyenne Moss, Notary Public

My Commission Expires: 10/23/30
My County of Residence: Allen
My Commission Number: NP0744447



This instrument prepared by Mark H. Bains, Attorney No. 29145-53, 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/ Mark H. Bains.