

1-6-23

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Recorded as Presented

Allen County Indiana

Recorder Nicole Keesling



**FIRST AMENDMENT TO THE
DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS, EASEMENTS, AND APPROVALS
OF THE PLAT OF MAUMEE MEADOWS, SECTION I,
SUBDIVISION IN SECTION 20, MAUMEE TOWNSHIP
ALLEN COUNTY, INDIANA**

[Cross-Reference to Document No. 2025006758]

The undersigned, being the Developer as that term is defined according to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of the Plat of Maumee Meadows, Section I, a subdivision in Allen County, Indiana, recorded as Document No. 2025006758 ("Covenants") in the Office of the Recorder of Allen County, Indiana ("Recorder's Office"), hereby approves this First Amendment to the Covenants. The undersigned Owners of Lot 18 and Lot 36 (Tom Schmucker & Sons, LLC) and Owner of Lot 8 and Lot 9 (Martin Schmucker) together with Developer own over 75 percent of the Lots, also approve this First Amendment.

RECITALS

A. Pursuant to Section 8.3 of the Covenants, the Developer has the unilateral right to amend the Covenants for a period of time as stated therein.

B. All matters in the Covenants not specifically changed by this Amendment shall remain the same in valid force and effect. In the case of a conflict between the Covenants and this Amendment, this Amendment shall control.

C. All terms capitalized in this Amendment shall have the same meaning as those ascribed in the defined terms of the Covenants, unless any contrary meaning to the term is clearly indicated in this Amendment.

The Developer wishes to amend the Covenants as follows:



AMENDMENT

1. The Covenants recorded at Doc. No. 2025006758 had a scrivener's error referring to the location of the Plat in Section 29, Maumee Township. It is located in Section 20 of Maumee Township.

2. Section 7.2.1 of the Covenants shall be deleted in its entirety and replaced as follows:

7.2.1 No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family Dwelling not exceeding two stories in height. No Dwelling shall be built on a Lot having a total square footage (exclusive of one-story open porches, breezeways and garages) of (i) less than 1,600 square feet for a one-story Dwelling, (ii) less than 1,950 square feet for a one and one-half story Dwelling, or (iii) less than 2,200 square feet for a two-story Dwelling.

3. Section 7.2.3 of the Covenants shall be deleted in its entirety and replaced as follows:

7.2.3 With the exceptions of the Dwellings on Lot 5 and Lot 23, each Dwelling shall include not less than a three-car garage, which shall be built as part of the Dwelling, have a floor area of not less than 700 square feet, and shall have one or more doors with an aggregate width of not less than 24 feet.

4. Section 7.15 of the Covenants shall be deleted in its entirety and replaced as follows:

7.15 **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on a Lot, except that dogs, cats, and other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Dogs, cats or other household pets may not be left outside in an Owner's absence and must be leashed at all times. Owners shall not allow their pets to bark or create noise when outside so as to disturb other Owners. Owners shall clean up after their pets in and along the streets, sidewalks and Common Areas. No dog houses or similar structures shall be constructed, erected, located, or used on any Lot for any purpose.

5. Section 7.29 of the Covenants shall be deleted in its entirety and replaced as follows:

7.29 **Lawn Furniture and Grills.** Lawn furniture and grills may be placed in the backyard only and must fit on the backyard concrete patio or deck, and secured or kept inside during windy or inclement weather when the items can be blown around.

6. Section 7.31 of the Covenants shall be deleted in its entirety and replaced as follows:

7.31 Fences. Fences may be erected for the protection of children or containment of pets, or for the isolation of a swimming area. The maximum fence height shall be four (4) feet, and the permitted fence material shall consist black metal, wrought iron in appearance. No fence wall or similar structure shall be permitted on any Lot unless first approved by the Committee pursuant to Section 6. No fence, wall, tree, shrubbery, earthen mound or other planting or sight obstruction shall be erected that obstructs the view from neighboring properties of a lake, pond or common area adjoining a lake or pond unless approved by the Committee in its sole and absolute discretion. In exercising its discretion, the Committee may approve reasonable sight or view obstructions of lakes or ponds. By way of illustration and not limitation, certain types of deciduous trees, may be reasonable, and certain types of evergreen trees may be unreasonable. If a Lot Owner fails to comply with this Section, the Association shall have the right to enter the Lot to remove sight obstructions, including removing fences or trimming or removing trees, shrubbery and other landscaping that obstructs the view of the lake or pond from adjacent Lots, or otherwise has not been approved by the Committee, and bill the owner for such work including attorneys' fees and costs and collect the amount owed in the same manner delinquent fees are to be collected according to Section 4.9. Additionally, the Association shall then have the right to file and hold a lien against the Lot if the outstanding costs remain unpaid for a period of more than sixty (60) days, with the amount of the lien to include costs, filing fees and attorney fees. The lien may be foreclosed in the same manner as a lien for delinquent assessments as stated in Section 4.9.

7. Section 7.32 shall be added to the Covenants as follows:

7.32 Yard Lights. Each Owner shall install a yard light or other similar ornamental lighting device to be installed in the front yard between 14 and 26 feet from the curb of the public street subject to the prior review and approval of the Committee. Any change in location or replacement of the yard light shall be first approved by the Committee.

8. Section 7.33 shall be added to the Covenants as follows:

7.33 Trash Removal. Trash removal shall be provided by the City of Woodburn, Indiana ("City") for all Lots within the city limits. Owners shall not use a trash hauling service other than that provided by the City. If at any time the City discontinues trash hauling service, the Association shall contract with a single service provider for trash hauling services within the Subdivision, and all Owner shall be required to use that service. The Association shall pay for such service from the Assessments.

9. In case of a conflict with the Covenants and First Amendment, this First Amendment shall control. All other provisions of the Covenants not specifically changed in this First Amendment shall remain the same.

Department of Planning Services
Restrictive Covenant/ Written Commitment Amendment

Development or Subdivision Name: Maumee Meadows, Sec. I

I/we, Maumee Meadows Development, LLC

request to amend the approved conditions/restrictions.

Type of development: Residential (residential/commercial/industrial)

Size of development: 38 (lots/ units/ square feet)
(acres)

Location of development: In the SE Quarter (NE, NW, SE, SW) of Section 20
of Maumee Township. It is further described in the attached legal
description.

Present zoning: R1 Date of original approval: Jan. 16, 2025

The requested amendment and reasoning is: To make certain changes to the Recorded Covenants re:
Dwelling size, domestic animals, fences, yard lights and trash removal.

Property Owner: Maumee Meadows Development, LLC

Officers (if owner is incorporated): Paul Schmucker

Address: 13131 Ehle Rd.

City: New Haven State: IN Zip: 46774

Telephone: 260-433-9920 Fax: _____

☐ Written Commitment Amendment (\$500 Filing Fee)

☒ Restrictive Covenant Amendment (\$100 Filing Fee)

I/we certify I am/we are the owner(s) of the property shown on this application; that I/we agree to abide by all provisions of the Allen County Zoning and Subdivision Control Ordinance as well as all procedures and policies of the Allen County and City of Fort Wayne Plan Commission's as those provisions, procedures, and policies relate to the handling and disposition of this application; that the above information is true and accurate to the best of my/our knowledge; and the applicable filing fee due with this application (checks to be made payable to the Allen County Treasurer).

Paul Schmucker, President
Name

Paul Schmucker
Signature

1-6-25
Date

Name

Signature

Date

Staff Use Only

This is to certify the required filing fee was received on _____ and documented with

Receipt No. _____ by _____

IN WITNESS WHEREOF, the undersigned Developer, pursuant to Section 8.3 of the Covenants and as Owner of over twenty-four (24) of the Lots in the Subdivision has approved and agreed to this Amendment as of the 16 day of December 2025.

MAUMEE MEADOWS DEVELOPMENT,
LLC, an Indiana limited liability company



Haley C. Jewel, Notary Public
Paulding County, State of Indiana
Commission No: NP0765741
My Commission Expires 09/09/2032

By:

Paul Schmucker
Paul Schmucker, President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 16 day of December 2025, personally appeared Paul Schmucker, as a President of Maumee Meadows Development, LLC, an Indiana limited liability company, and acknowledged the execution of the above and foregoing document on behalf of said company for the purposes and uses set forth in this document.

My Commission Expires:

09/09/2032

Haley Jewel
_____, Notary Public
A Resident of Paulding County, Indiana

Ohio

IN WITNESS WHEREOF, the undersigned Owner of Lot 18 and Lot 36 in the subdivision approves and agrees to this First Amendment as of the 10 day of January 2026.

TOM SCHMUCKER & SONS LLC an Indiana limited liability company

By: *Marcus Schmucker*
Printed Name: Marcus Schmucker
member

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 10 day of January 2026, personally appeared Marcus Schmucker as a member of TOM SCHMUCKER & SONS LLC, an Indiana limited liability company, and acknowledged the execution of the above and foregoing document on behalf of said company for the purposes and uses set forth in this document.

My Commission Expires:

7.16.2033

Kristin Clauser
_____, Notary Public
A Resident of Allen County, Indiana



Kristin Clauser, Notary Public
Allen County, State of Indiana
Commission No: NP0764650
My Commission Expires 07/16/2033

IN WITNESS WHEREOF, the undersigned Owner of Lot 8 and Lot 9 in the subdivision - -
approves and agrees to this First Amendment as of the 6 day of January 2026.

Martin Schmucker
Martin Schmucker

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)



Truc Nguyen, Notary Public
Allen County, State of Indiana
Commission No: NP0718293
My Commission Expires 01/31/2027

Before me, a Notary Public in and for said County and State, this 6 day of
January 2026, personally appeared Martin Schmucker, and acknowledged the
execution of the above and foregoing document on behalf of said company for the purposes and
uses set forth in this document.

My Commission Expires:

01/31/2027

Truc Nguyen
Truc Nguyen, Notary Public
A Resident of Allen County, Indiana

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This instrument prepared by Patrick R. Hess, Attorney at law, Beckman Lawson, LLP, 201 W. Wayne St., Fort Wayne, Indiana 46802.

Attorney No. 19395-02

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, *Patrick R. Hess*.

