Plat Cab H pg 99 -

8744328
Tx:4456391

Secondary Plat of:

CASCATA ESTATES

A subdivision of part of the Northeast Quarter of Section 8, together with part of the Northwest Quarter of Section 9, all in Township 32 North, Range 12 East, Allen County, Indiana.

2020068229
RECORDED: 11/03/2020 01:12:29 P
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

Developer:
Oakmont Development Co. II, LLC
9601 Coldwater Road
Fort Wayne, IN 46825
Tel: 260/489-2000

Surveyor - Planner:
Sauer Land Surveying, Inc.
14033 Illinois Road, Suite C
Fort Wayne, IN 46814
Tel: 260/469-3300

Part of the Northeast Quarter of Section 8, together with part of the Northwest Quarter of Section 9, all in Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Beginning at a #5 rebar at the Northwest corner of said Section 9; thence North 88 degrees 08 minutes 38 seconds East (GPS grid bearing and basis of all bearings in this description), on and along the North line of the Northwest Quarter of said Section 9, a distance of 214.85 feet to a survey spike at the point of intersection of said North line with the centerline of West Road; thence South 00 degrees 40 minutes 05 seconds East, on and along said centerline, a distance of 1062.99 feet to a railroad spike at the point of intersection of said centerline with the centerline of West Shoaff Road; thence South 67 degrees 27 minutes 51 seconds West, on and along the centerline of West Shoaff Road, a distance of 252.27 feet; thence South 67 degrees 51 minutes 40 seconds West, continuing on and along said centerline, a distance of 876.50 feet to a #5 rebar at the Southeast corner of a 35.00 acre tract of real estate described in a deed to Joseph C. Seyfert and Sandra L. Seyfert in Document Number 870031293 in the Office of the Recorder of Allen County, Indiana; thence North 01 degrees 47 minutes 44 seconds West, on and along the East line of said 35.00 acre tract, and its Northerly projection, a distance of 1458.86 feet to a #5 rebar on the North line of the Northeast Quarter of said Section 8; thence North 88 degrees 21 minutes 16 seconds East, on and along said North line, a distance of 863.83 feet to the point of beginning, containing 30.882 acres of land, subject to legal rights-of-way for West Road and West Shoaff Road, and subject to all easements of record.

Oakmont Development Company II, LLC, owner by virtue of that certain deed shown in Document Number 2020021075 in the Office of the Recorder of Allen County, Indiana, of the real estate shown and described herein, does hereby lay off, plat, dedicate, and subdivide said real estate into lots, streets and easements in accordance with the information shown on the plat. Further, Oakmont Development Company II, LLC, hereby subjects and impresses all of said land in said addition with the limitations and easements attached hereto and made a part thereof by reference. This subdivision shall be known and designated as CASCATA ESTATES.

IN WITNESS THEREOF, Jeffrey M. Thomas, known to me to be the person and a member of Oakmont Development Company II, LLC, organized and existing under the laws of the State of Indiana, has hereunto, on behalf of said Oakmont Development Company II, LLC, set his hand and seal, this 2/0 day of October, 2020.

Oakmont Development Company II, LLC

By: _____
Jeffrey M. Thomas, Member

Consent for permanent structures issued by the Allen County Drainage Board on April 23, 2020, in accordance with Indiana Code 36-9-27-72, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc. **#20-047** reference - **Cascata Estates Regulated Drain**.

This plat lies entirely within a Rule 12 - IAC 865 boundary survey certified by Joseph R. Herendeen, Indiana Land Surveyor, and duly recorded under Document Number 2020063217 in the Office of the Recorder of Allen County, Indiana.

CERTIFICATE OF SURVEYOR

I, Joseph R. Herendeen, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that based on my knowledge, experience and belief this plat and accompanying legal description accurately depicts a subdivision of real estate described in Document Number 2020021075 in the Office of the Recorder of Allen County, Indiana; that following the completion of construction and grading, all corners will be marked with 24 inch long #5 rebars bearing plastic caps imprinted "SLSI Firm 0048"; and that there has been no change from the matters of survey revealed by the survey referenced hereon or any prior subdivision plats contained therein, on any lines that are common with this new subdivision.

I, Joseph R. Herendeen, certify the above statements to be correct to the best of my information, knowledge, and belief. 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.

_____ Date: 10/19/2020
Joseph R. Herendeen, Indiana Land Surveyor

JOSEPH R. HERENDEEN
REGISTERED
NO. 20900190
STATE OF INDIANA
LAND SURVEYOR

REGULATED DRAINAGE EASEMENT NOTE:

A petition addressed to the Allen County Drainage Board has been filed in duplicate with the County Surveyor, requesting that the subdivisions storm drainage system and its easements be accepted into the County's regulated drainage system. The storm drainage system and its easements that are accepted into the County's regulated drainage system are delineated on the plat as Regulated Drainage Easements (RDE's). Regulated Drainage Easements are stormwater easements and drainage right-of-ways that are hereby dedicated to the public and to the Allen County, Indiana, Drainage Board for the sole and exclusive purpose of controlling surface water and/or for the installation, operation, and maintenance of storm sewers and tile drains as defined in Allen County Stormwater Management Ordinance. These drainage easements are established under authority of the Indiana Drainage Code and the said Board may exercise powers and duties as provided in said code (e.g., annual drainage assessment per lot). All other storm drainage easements have not been accepted into the County's system. All drainage improvements performed relative to the conveyance of Stormwater runoff and the perpetual maintenance thereof, with the latter easements, shall be the responsibility of the owner or homeowner association. The Allen County Drainage Board assumes no responsibility relative to said improvements or the maintenance thereof.

AUDITOR'S OFFICE
Duly entered for taxation. Subject to final acceptance for transfer.

NOV 03 2020

AUDITOR OF ALLEN COUNTY

APPROVALS

ALLEN COUNTY PLAN COMMISSION
DATE: 11/2/2020

SUSAN L. HOOT, PRESIDENT

DAVID BAILEY, VICE PRESIDENT

ALLEN COUNTY SURVEYOR
DATE: 10-22-2020

JEFFREY M. SORG, ALLEN COUNTY SURVEYOR

ZONING ADMINISTRATOR
DATE: 11/2/2020

KIMBERLY BOWMAN, AICP, EXECUTIVE DIRECTOR

TOWN OF HUNTERTOWN COUNCIL
DATE: 10-19-2020

MIKE AKER, PRESIDENT

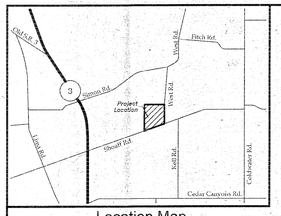
absent
PATRICIA FRECK, COUNCIL MEMBER

GARY GRANT, COUNCIL MEMBER

BRANDON SEIFERT, COUNCIL MEMBER

MIKE STAMETS, COUNCIL MEMBER

RYAN SCHWAB, CLERK-TREASURER



Location Map

PLAT LEGEND

- Plat Boundary Line
- Interior Street and Road Right-of-Way Line
- Interior Lot Line
- Building Set-back Line
- Easement Line
- Adjoining Plat Interior Lot Line
- #NNNN — Street Address Number
- NN — Lot Number and Block Designation
- Δ=NN°NN'NN" R=NNN.NN' — Street Centerline Curve Data
- NNN.N — Minimum Flood Protection Grade

AREA TABLE

LOT#	Area (sq. ft.)
1	22962
2	16800
3	18034
4	16800
5	16800
6	16800
7	16800
8	16826
9	17509
10	19514
11	21719
12	17060
13	19991
14	23001
15	18250
16	18839
17	18814
18	16800
19	17716
20	18401
21	20280
22	19200
23	19200
24	21807
25	18762
26	18000
27	18000
28	18000
29	19005
30	25240
31	35473
32	28170
33	21776
34	24000
35	23200
36	23185
37	24569

Entity	Area (sq. ft.)
Block A	39404
Block B	259267
Block C	50880
Street	249034

NORTH

SCALE IN FEET:
0 — 80 — 160
Original Map Scale: 1"=80'

NOTES:

1. All buried utilities shall allow for the proposed swale grades all shown on the approved engineering plans.
2. U.&S.D.E. indicates utility and surface drainage easement.
3. All right-of-way intersection radii are 20 feet.
4. [ ] Boxed elevation indicates minimum flood protection grade
5. All common areas to be blanket utility and surface drainage easements.

BENCHMARKS:

Beginning Benchmark:
INDOT CORS Base Station RCTM0009, located at INDOT Fort Wayne, 5333 Hatfield Road, Fort Wayne, IN

ELEVATION = 863.76 [NAVD '88]

Plat Benchmarks:
Top of Bronze Disk Installed in the North end of a concrete Grade Beam for Pond B, situated in Block "B" of Cascata Estates, with the elevation 832.00 feet stamped in the disk.

ELEVATION = 832.00 [NAVD '88]

SAUER LAND SURVEYING INC. PLAT BENCH MARK 832.00 DO NOT DISTURB

LOT CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	175.00'	241.81'	223.02'	N 40°15'08" W	79°10'07"
C2	175.00'	4.25'	4.25'	N 80°31'56" W	1°23'33"
C3	225.00'	40.91'	40.85'	N 86°26'14" W	10°25'00"
C4	125.00'	68.55'	67.70'	N 14°03'57" E	31°25'22"
C5	50.00'	49.27'	47.30'	N 58°00'19" E	56°27'23"
C6	50.00'	20.68'	20.53'	S 74°23'02" W	23°41'59"
C7	50.00'	64.12'	59.82'	N 25°47'45" E	73°28'34"
C8	50.00'	64.12'	59.82'	N 47°40'49" W	73°28'34"
C9	50.00'	78.96'	71.01'	S 50°20'22" W	90°29'03"
C10	50.00'	25.49'	25.21'	S 19°42'01" W	29°12'23"
C11	50.00'	5.35'	5.34'	N 37°22'00" E	6°07'34"
C12	175.00'	91.77'	90.72'	S 25°24'25" W	30°02'44"
C13	175.00'	36.74'	36.68'	S 04°22'09" W	12°01'47"
C14	175.00'	31.82'	31.77'	N 86°26'14" W	10°25'00"
C15	125.00'	80.74'	79.35'	N 62°43'27" W	37°00'36"
C16	125.00'	95.01'	92.74'	N 22°26'37" W	43°33'04"
C17	125.00'	149.51'	140.75'	N 33°35'48" E	68°31'45"
C18	50.00'	29.89'	29.45'	S 84°59'18" W	34°15'16"
C19	50.00'	11.76'	11.73'	S 71°08'51" E	13°28'26"
C20	61.50'	1.68'	1.68'	S 65°11'31" E	1°33'47"
C21	61.50'	97.42'	87.55'	N 68°38'49" E	90°45'33"
C22	61.50'	83.85'	77.50'	N 15°47'27" W	78°06'59"
C23	61.50'	89.93'	82.13'	N 83°15'39" E	83°46'49"
C24	61.50'	22.80'	22.67'	N 30°45'06" E	21°14'17"
C25	50.00'	41.65'	40.46'	S 43°59'49" W	47°43'42"
C26	175.00'	209.31'	197.06'	N 33°35'48" E	68°31'45"

DRAINAGE SYSTEM TABLE

Storm Sewer Drainage	2529.0 feet

This instrument prepared by Joseph R. Herendeen, Indiana Professional Surveyor

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Tx:4456391

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PRIMARY DEDICATION, DECLARATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AND AS PART OF THE DEDICATION AND PLAT OF CASCATA ESTATES, A SUBDIVISION IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA

THIS DECLARATION, made this 23rd day of October, 2020, by OAKMONT DEVELOPMENT CO. II, LLC, an Indiana limited liability company ("Declarant"),

WITNESSETH:

A. Declarant is the owner of the real property described on Exhibit "A" attached hereto and referred to in Article IX of this Declaration, and desires to create thereon a residential community with residential lots numbered 1-37, inclusive, open spaces, and other common facilities for the benefit of the community. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

B. Declarant further desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, for such purposes, Declarant desires to subject the real property described on the Plat, attached hereto and referred to in Article IX, together with such additions as may hereafter be made thereto (as provided in Article IX), to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each Owner thereof.

C. Declarant shall cause Cascata Estates Homeowners Association, Inc., a nonprofit corporation, or a corporation with a name similar thereto, to be formed under the laws of the State of Indiana. Declarant shall delegate and assign to the Association all the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges in connection with the Properties, as hereinafter provided.

NOW THEREFORE, Declarant declares that the real property referred to in Article IX, and such additions thereto as may hereafter be made pursuant to Article IX hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions,

AUDITOR'S OFFICE
Duly entered for taxation. Subject to final acceptance for transfer.

NOV 03 2020

AUDITOR OF ALLEN COUNTY

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Allen County Recorder Document #: 2020068229

easements, charges and liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Association" shall mean and refer to the entity organized under the name Cascata Estates Homeowners Association, Inc., or a name similar thereto.

(b) "Board" shall mean and refer to the Board of Directors of the Association.

(c) "Common Areas" shall mean and refer to (i) those areas of land designated as Common Areas on any recorded subdivision Plat of the Properties and intended to be devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon; (ii) all areas designated as water impoundment areas on any such recorded subdivision Plat; and (iii) all other real property owned by the Association for the common use and enjoyment of the Owners.

(d) "Declarant" shall mean and refer to Oakmont Development Co. II, LLC, an Indiana limited liability company, its successors and any assignee other than an Owner, who shall receive by assignment from the said Oakmont Development Co. II, LLC all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(e) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Article IX.

(f) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties which is designated as a lot therein and which is or is to be improved with a residential, single-family dwelling, which shall not include lots containing villas.

(g) "Member" shall mean and refer to each Owner as provided herein in Article VII.

(h) "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of mortgage or other security device, shall not mean or refer to any mortgagee or trustee under a mortgage or trust deed unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Cascata Estates" shall mean the community concept of Cascata Estates developed by Declarant, including all sections governed and to be governed by the Association.

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(j) "Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article IX hereof.

ARTICLE II

USE OF PROPERTIES AND COMMON AREAS

The Properties (and the improvements situated thereon) and the Common Areas shall be occupied and used as follows:

(a) Each Lot shall be used exclusively for residential purposes, and streets and parking spaces shall be used exclusively for the parking of passenger automobiles.

(b) There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from or destroyed or damaged in the Common Areas, without the written consent of the Board.

(c) No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Areas.

(d) No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties, except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

(e) Nothing shall (i) be done in any part of the Properties, nor shall (ii) any noxious or offensive activity, be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound producing devices be used, which in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

(f) Each Owner shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees.

(g) All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

ARTICLE III

AFFIRMATIVE AND PROTECTIVE COVENANTS

Section 1. Single Family Residence and Garages. Subject to the provisions of Section 21 of this Article III, each residential structure erected or placed on any Lot shall be designed, intended and used as a residence for a single family only, and not more than one residential

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structure shall be placed on any Lot. There shall be constructed and maintained with each single family residence an attached garage for not less than three (3) automobiles. Subject to approval under Section 21 of this Article III, any residence to be constructed on a Lot shall be situated on and within the building pad ("Building Pad") provided on said Lot by the Declarant as part of the Declarant's obligations in connection with the sale of said Lot. The size and location of said Building Pad shall be determined by the Declarant, at its sole discretion. The Declarant shall have no responsibility to an Owner to extend a Building Pad for the purpose of the construction by an Owner of any portion of the proposed residence extending beyond the initial Building Pad, nor shall the Declarant have an obligation to provide a similar pad for the construction by an Owner of any other building, structure, or improvements made to the subject Lot.

Section 2. Side Line and Front Line Set Back Restrictions. No building shall be located on any Lot nearer the front line or the side street line than the minimum building setback lines as shown on the Plat. No projection of any building shall be permitted to extend into or encroach upon the space between said building line and the street. No building shall be located nearer than a distance of five (5) feet to an interior Lot line. No building shall be located on any Lot nearer than twenty-five (25) feet to the front or rear Lot line; provided, however, should any rear Lot line run adjacent to Common Area, no building on such a Lot shall be located nearer than fifteen (15) feet to the rear Lot line.

Section 3. Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 9,500 square feet.

Section 4. Further Subdivision of Lots. The further dividing of any Lot or combination of Lots after approval by the Allen County Plan Commission is prohibited unless and until the Allen County Plan Commission has reviewed and approved the change. This restriction will not prohibit utilizing a portion or all of an adjoining Lot to change the size of a Lot, so long as no Lot shall have a width of less than seventy-five (75) feet at the building line.

Section 5. Pre-Inhabitation. Before any house or building on any Lot in the Plat shall be used and occupied as a dwelling or as otherwise provided in the Declaration, the Declarant or any subsequent developing Owner of said Lot shall install all improvements serving the Lot as provided in the development plans and specifications for the Properties filed with the Board of Commissioners of Allen County. Before any Lot may be used or occupied, the Owner of such Lot shall first obtain from the Zoning Administration the improvement location permit and certificate of occupancy required by the Allen County Zoning Ordinance.

Section 6. Signs. No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than six (6) square feet, advertising the Lot for sale, or signs used by a builder to advertise the Lot during the construction and sale period. The provision of this Section 6 shall not be applicable to signs used by Declarant.

Section 7. Waste. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers which are not visible from the front of any residence. All Equipment for the storage and disposal for such material shall be kept in a clean and sanitary condition.

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Section 8. Antennae. Unless otherwise approved in writing by Declarant, no radio or television or other type of antennae, satellite disk or dish, or supporting structure may rise more than six (6) feet above the highest point of the roof of any building. Such antennae, satellite disk or dish, or supporting structure must be attached to the main dwelling. No towers will be permitted unless otherwise approved in writing by Declarant.

Section 9. Boats, Trailers, Etc. No boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character other than operational automobiles shall be parked or permitted to remain on the street or on any Lot unless housed completely in a garage.

Section 10. Yard Light. Each Owner will, within thirty (30) days of the issuance of a Certificate of Occupancy, cause a yard light or other illuminating device to be installed in the front yard of the Lot fifteen (15) feet (plus or minus one (1) foot) from the street curb. Such yard light or illuminating device will be of such design and construction as shall be approved by the Architectural Control Committee; said Committee shall also have the authority to approve a change in the location of said yard light or illuminating device. Said yard light or other illuminating device shall be illuminated at all times other than daylight hours. Owner, other than Declarant, will supply at his expense said lights and equip same with photoelectric cells.

Section 11. No Prefabricated Construction. All residences and other structures constructed or erected upon any Lot shall be new construction, and in no event shall any prefabricated or existing residences or garages be moved onto any Lot.

Section 12. Communication Equipment. No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot without the prior written consent of the Architectural Control Committee, which consent may be withheld or, once given, revoked for any reason.

Section 13. Vegetable Gardens. No vegetable gardens shall be placed on any Lot except behind the residence situated on such Lot.

Section 14. Maximum Building Coverage. The total habitable floor area of the residence on each Lot shall have the following square footage restrictions which are exclusive of porches and garages:

(a) All one-story structures shall have a minimum of 2,000 square feet, and

(b) all two-story structures shall have a minimum of 2,400 square feet.

All structures, exterior colors and design must be approved by the Architectural Control Committee pursuant to Section 21 of this Article III.

Section 15. Temporary Structures. No temporary structures of any kind shall be erected or placed on any Lot and in no instance shall more than one dwelling or residence be erected or placed on any one Lot as the same is shown on the Plat. Any garage and/or servants quarters erected more than one hundred twenty (120) days prior to the connection of the main dwelling or residence shall be considered temporary structures. In no event shall any residential dwelling upon any Lot be occupied until it has been fully completed in accordance with plans approved the Architectural Control Committee. No trailer, basement, tent, shack, or garage erected or placed on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any

Allen County Recorder Document #: 2020068229

structure or a temporary character be used as a residence. However, the provisions of this Section 15 shall not apply to structures commenced, erected or maintained by the Declarant.

Section 16. Drives and Storage Tanks. All driveways from the street to the garage shall be concrete surface and not less than sixteen (16) feet in width. All oil or fuel storage tanks shall be installed underground or concealed within the main structure of the dwelling house, basement or attached garage.

Section 17. Fences. The plans, specifications and locations for any fencing to be constructed on any Lot shall be submitted to the Declarant, or to the Committee at any time after the appointment of the members of the Committee by the Declarant, for approval prior to construction in accordance with Section 21 of this Article III. In addition to approval from the Declarant or the Committee, any fencing shall also meet the requirements of the pertinent provisions of the Allen County Zoning Ordinance. All fences shall be of wood, vinyl or, in the case of a wrought iron fence, steel construction. No aluminum fencing or steel chain-link type fencing will be allowed. In addition, all fences must be a picket-type fence, or, in the case of a steel fence, a wrought iron fence. No fence shall exceed four (4) feet in height. Any fence constructed on any lake Lot must be a picket-type fence. All fences constructed on a corner Lot shall not extend into or encroach upon the space between said building line and the street on the street side of said corner Lot. No Owner shall construct any fence to contain said Owner's entire Lot.

Section 18. Storage Sheds. No storage sheds, outbuildings, or other similar structures shall be allowed on any Lot, except for buildings required to house mechanical equipment servicing in-ground pools erected under Section 20 below. Any such building allowed hereunder shall meet all applicable requirements of the Allen County Zoning Ordinance.

Section 19. Sidewalks. Each Owner shall provide, at Owner's expense, and maintain a concrete public sidewalk across the front of his, her or their Lot prior to occupancy. Concrete sidewalks shall be five (5) feet in width.

Section 20. Pools. No above-ground pool, except for spas, whirlpools and similar structures, shall be installed, erected or maintained on any Lot. The installation, erection or maintenance of any in-ground pool on any Lot shall be subject to the provisions of Section 21 below governing the Architectural Control Committee and shall be prohibited on, in, or about any Lot within the community lacking the soil conditions suitable for such installation, erection or maintenance of an in-ground pool thereon. No in-ground pool shall be located on any Lot nearer than a distance of six (6) feet from the rear or side property line of said Lot. In addition to the foregoing, all in-ground pools shall meet all applicable requirements of the Allen County Zoning Ordinance.

Section 21. Architectural Control.

Section 21.1. New Construction. Notwithstanding any provisions to the contrary set forth in Section 21, the following shall apply:

(a) No Owner shall construct, or cause the construction of, a single-family residence on any Lot prior to obtaining Declarant's written approval of the licensed residential contractor the Owner intends to engage to construct said residence; and

Allen County Recorder Document #: 2020068229

(b) All plans and specifications for the construction of a new single-family residence shall be submitted to and approved or disapproved by Declarant pursuant to Section 21.2 below.

Section 21.2. Other Construction. No building, outbuilding, fence, wall, swimming pool or spa, or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change, or alteration in or to such structure or any residence, including, without limitation, the repainting of the exterior of any residence and/or garage, or any portion thereof, be commenced until two (2) sets of plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, aesthetics and location in relation to surrounding structures and topography by Declarant. Declarant's approval or disapproval as required in these Covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without Declarant's prior written consent. In the event Declarant fails to approve or disapprove such improvements or other matters within ninety (90) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection, addition, alteration, or change has been commenced prior to the completion thereof, written approval will not be required, and this Section 21.2 will be deemed to have been duly complied with by the Lot Owner. Neither Declarant nor any heirs, personal representatives, successors or assigns thereof, 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 Declarant agrees, by submission of such plans, that he or it will not bring any action or suit against Declarant to recover any damages or to require Declarant 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. Neither the submission of any complete sets of plans to Declarant's office for review thereby, nor the approval thereof by Declarant, 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.

Once Declarant, or the Board, as appropriate, has appointed the Committee, as defined below, any plans and specifications for construction not considered new construction of a Dwelling Unit shall be submitted to and approved or disapproved by the Committee pursuant to the requirements set forth in this Section 21.2.

Section 21.3. Appointment of Committee. Declarant (or the Board following the formation by Declarant of the Association) may designate representatives to serve on the Architectural Control Committee (the "Committee"). The Committee shall consist of at least three (3) and no more than five (5) members appointed by Declarant or the Board, if applicable. Once the Committee is established by Declarant or the Board, the Committee shall assume the rights and obligations of Declarant under Section 21.2 above.

Section 22. Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are hereby established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum

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elevation of a first floor or the minimum sill elevation of any opening below the first floor of any dwelling. The flood protection grades shall be per North American Vertical Datum 1988 and shall be specifically set forth in the Secondary Plat of Cascata Estates, Section I, as approved by the Allen County Plan Commission.

The flood protection grades for Cascata Estates, Section I, are as follows, inclusive:

Lot	Rear	Front
1		
2		
3		
4		
5		
6		
7		
8		
9	835.4	837.8
10	835.4	
11	835.4	
12	835.4	
13	833.9	
14	833.9	
15	833.9	837.7
16	833.9	837.7
17		
18	833.9	837.8
19	833.9	837.8
20	833.9	
21	833.9	837.5
22	833.9	837.5
23	833.9	
24	833.9	836.6
25	833.9	836.6
26	833.9	
27	833.9	
28	833.9	836.3
29	833.9	836.3
30	833.9	
31		
32		
33		
34		
35		
36		
37		

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Section 23. Front Exteriors. All front elevations must be of natural material, i.e., wood, brick or stone, except for soffits and the use of hardi plank or vinyl siding, on a limited basis, to highlight or complement the natural material required to cover the majority of all front elevations hereunder.

Section 24. Landscaping and Lawn; Lake Lots Maintenance Requirement.

(a) All Owners shall landscape, or cause to be landscaped, their Lot, at a minimum, in a manner so as to maintain and remain consistent with the aesthetic integrity of the landscaping contained on the Properties, as defined by Declarant. Said landscaping shall be completed, or caused to be completed, by each Owner within one (1) year after the date of said Owner's certificate of occupancy, as issued by the Allen County Building Department, authorizing the Owner's occupancy of the house. The foregoing landscaping requirements shall not apply to Declarant nor to any Common Area or Lot owned by Declarant.

(b) All Owners, as soon as reasonably possible upon completion of construction of their house, shall properly grass seed or sod their Lot and maintain their yard in a condition consistent with the aesthetic integrity of the yards contained on other Lots and the Properties, as defined by Declarant.

(c) The Owners of Lots 9-30, inclusive, shall each be responsible for mowing of grass and other maintenance of that portion of Common Area located between such Owner's rear Lot line and the edge of any lake located in the block of Common Area that lies adjacent to such Owner's Lot. Such mowing and other maintenance shall be completed at each such Owner's expense and in a manner so that such area shall be and remain consistent with the aesthetic integrity of the lawns and Common Area in and around Cascata Estates. Each Owner designated above shall remain obligated hereunder until such time as the Association shall expressly assume such Owner's obligations under this subsection (c).

Section 25. Utility Easements. Except for easements and Declarant's rights relating thereto as set forth in Article IV, Section 1 hereof, no Owner shall erect on a Lot, or grant to any entity 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 in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than three (3) wires and have a capacity of not less than two hundred twenty (220) amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

Section 26. Surface, Storm and Underground Water Discharge. Each Owner shall take all steps necessary to maintain and continue at all times the separation of surface, storm and underground waters from the sanitary sewer system servicing each dwelling unit, including, without limitation, not allowing discharge from gutter downspouts, interior or exterior foundation

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drains, foundation drain sump pumps, yard and other surface, storm or underground waters to be connected to or flow through or into, directly or indirectly, said sanitary sewer system. Any surface, storm or underground water discharge service system erected, constructed or maintained by the Owner shall be done so in compliance with all local, state and federal rules, regulations and standards governing such discharge systems, including, without limitation, the rules, regulations and standards set forth by the Allen County Drainage Board, or its successor. Declarant shall provide a swale or similar storm water drainage system at the rear of each Lot (each, a "Storm Water Drainage System"), and each Owner shall connect his or her foundation drain sump pump or other surface, storm or underground water discharge system maintained by said Owner to the Storm Water Drainage System (or, in the case of a swale, arrange for said sump pump or system discharge to flow to and through said swale) for purposes of adequately draining said Lot.

Each Owner shall contact Declarant prior to the connection of his or her dwelling unit to the sanitary sewer system and the Storm Water Drainage System constructed and maintained by Declarant so that Declarant can verify and inspect, or arrange for verification and inspection of, the separate connections of the Owner's dwelling unit to the respective discharge systems. Should any Owner fail to comply with the provisions of this Section 26 and Declarant incur any costs associated with curing said failure, including, without limitation, disconnecting improper connections to Declarant's sanitary sewer system, Declarant shall have the right to collect all of said costs from the Owner, including, without limitation, the costs of collection and reasonable attorney fees.

In addition to the foregoing, each Owner shall take all steps necessary to keep the Storm Water Drainage System provided by Declarant clear of debris so as to maintain the flow of surface water to and through said Storm Water Drainage System for purposes of properly draining said Owner's Lot. Should any Owner fail to comply with the requirements hereunder, Declarant, or the Board, as appropriate, shall have the right to enter onto said Owner's Lot and repair any Storm Water Drainage System and/or remove any debris or other items blocking the flow of water to or through said System, and charge said Owner for all costs and expenses incurred in doing so. All costs and expenses incurred by Declarant, or the Board, as appropriate, and charged to the Owner hereunder shall be considered part of and added to the amounts assessed and collected under Article VI hereof.

Section 27. Single Owner Contiguous or Multiple Lots. Whenever two (2) or more Lots in Cascata Estates, Section I, shall be owned by the same person, contiguously situated or otherwise, such Owner shall be subject to and agree to pay to the Association for each Lot owned by said Owner all assessments and other charges collectible by the Association pursuant to Article VI of these Restrictions, except in the event a dwelling unit is constructed on such contiguous Lots so that any portion of said dwelling unit is located on or across the common Lot line intended to divide said Lots. In such a case, the subject contiguous Lots shall be considered one (1) Lot for purposes of all assessments and other charges collectible by the Association and payable by the Owner pursuant to Article VI of these Restrictions.

In addition to the foregoing, the Owner of any Lot or multiple Lots, including any contiguous Lots referenced above, shall be responsible for providing yard-quality grass seeding and appropriate maintenance thereof for each Lot owned pursuant to Section 24 of this Article III. Any proposed use of any Lot or Lots owned by any Owner in addition to the Lot owned by said Owner upon which said Owner's dwelling unit is constructed shall be consistent with and not violate any provisions contained herein. Any proposed temporary or other use of any additional

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Lot or Lots inconsistent with or in violation of any provisions contained herein shall be subject to the prior approval by the Declarant, or Committee, as appropriate, pursuant to Article V hereof.

Section 28. Construction Damage. Each Owner shall be responsible for any damage caused to any Lot, Common Area, or other Properties during or after construction by any contractor and/or subcontractor engaged by said Owner to construct a dwelling or any other improvements on said Owner's Lot. Should any Owner fail to properly repair such damage and/or restore any Lot, Common Area and/or Properties to a condition deemed acceptable by Declarant, or the Board, as appropriate, Declarant, or the Board, as appropriate, shall have the right to repair any such damage and/or restore any Lot, Common Area or Properties to an acceptable condition, and charge said Owner for all costs and expenses incurred in doing so. All costs and expenses incurred by Declarant, or the Board, as appropriate, and charged to the Owner hereunder shall be considered part of and added to the amounts assessed and collected under Article VI hereof.

ARTICLE IV

EASEMENTS

Section 1. Easements Reserved by Declarant. Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements are reserved by Declarant over, under and across the Properties, as shown on the recorded Plat thereof. Full ingress and egress shall be had by Declarant at all times over the Properties for the installation, operations, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easements, or with the use, maintenance, operation or installation of such utility. The grade of the land in any such easement shall not be changed or altered by any Owner of any Lot, after the said grade has been established. All utility easements as dedicated on the Plat shall be left free from all permanent structures and the removal of any obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility and/or sewer installation. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility.

Section 2. Surface Drainage Easements. Surface drainage easements as shown in the Plat are intended for either periodic or occasional use as conductors for the flow or surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Association or a proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 3. Surface Water. No rain or storm water runoff shall at any time be discharged or permitted to flow into the sanitary sewage system, which shall be a separate sewerage system from the storm water and surface water runoff outlets. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot except that any individual water system may be used for the purpose of a swimming pool or lawn irrigation.

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ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Easements of Enjoyment. Subject to the provision of Section 3 of this Article, the following persons shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot:

(i) Each member and each individual in his family residing with him on his Lot.

(ii) Each tenant and contract purchaser or each Member (and each individual in the respective families of each such tenant and contract purchaser residing with each of them) who resides on the Lot owned by such member; provided, that such tenant or contract purchaser, as the case may be, shall have a right and easements of enjoyment in and to the Common Areas in lieu of such Member of his family.

Section 2. Title to the Common Areas. The Declarant may retain the legal title to the Common Areas until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Areas to the Association. At any time thereafter so long as Class B Members of the Association exist, the Declarant may convey and transfer to the Association such additional real and/or personal property as the Declarant, in its sole discretion, deems appropriate, and the Association shall accept such transfer and hold such property as part of the Common Areas.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Areas (including limiting the number of guests of members);

(b) The right of the Declarant, and of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage the Common Areas, and the rights of such mortgagee in the Common Areas shall be subordinate to the rights of the homeowners hereunder;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(d) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of any member and to suspend the right of any individual to use any of the Common Areas and/or common facilities for any period during which any assessment against a Lot resided upon by such individual remains unpaid, and for any period not to exceed thirty (30) days for an infraction or its rules and regulations;

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(e) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities of the Common Areas; and

(f) Subject to approval by the affirmative vote of the Association's Members, as provided in Section 3 of Article VII, the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), for each Lot owned by any such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other collection agency designated by the Association) Annual Assessments or charges (the "Annual Assessments"), to be paid on June 1 of each year (hereinafter called "Annual Payment Dates") or in such other installments as the Board may elect. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the Assessments became due.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively for (i) the care, preservation, supervision, improvement and maintenance of the Common Areas and of the improvements situated thereon; (ii) the payment of taxes on and insurance in connection with the Common Areas and the repair, replacement and making of additions thereto; (iii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management, supervision, maintenance and repair of, the Common Areas, including without limitation, the storm water detention basin and control structures, water quality amenities utilized as post construction best management practices to satisfy the state/federal water quality regulatory requirements, and of any existing and future recreational lakes together with any outlet and water level control structures and of the park area and improvements situated thereon, (iv) carrying out the duties of the Board as set forth in Article VIII hereafter; and (v) carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Improvement and Maintenance of the Common Areas Prior to Conveyance to the Association. Upon conveyance of any portion of the Common Areas to the Association, the Association shall have the responsibility and duty of improving and maintaining that portion of the Common Areas conveyed by the Declarant. Prior to such conveyance, the Declarant shall have the right but not the responsibility to access and to improve the Common Areas and the Association shall have the duty to mow and to maintain the Common Areas. and during such period, all Assessments, both Annual and Special, collected by the Association shall be forthwith paid by the Association to Declarant, to the extent that such Assessments are required by Declarant to improve and maintain the Common Areas as set forth in this paragraph. The Association shall rely upon a

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certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Areas hereunder. Any sums required by Declarant to improve and maintain the Common Areas, in excess of the Assessments collected by the Association, shall be borne and paid exclusively by Declarant.

Section 4. Basis and Amount of Annual Assessments.

(a) Until the year beginning January 1, 2020, there shall be no Annual Assessment under this Article VI.

(b) Commencing with the year beginning January 1, 2020 and each year thereafter, the Board, at its annual meeting and effective for the year commencing with the next January 1, and each January 1 thereafter, shall set the amount of the Annual Assessment for the following year for each Lot, taking into consideration the current maintenance costs and the future needs of the Association, provided that the Annual Assessment shall never be less than $200.00.

Section 5. Capital Improvements. In the event any Annual Assessment includes, or the Board levies a special assessment ("Special Assessment") in any given year to include, an amount for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, that portion of any such Assessment, Annual or Special, relating to the capital improvement(s) must have the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Section 3 of Article VII. ("Annual Assessment" and "Special Assessment" are sometimes collectively referred to herein as the "Assessments.")

Section 6. Uniform Rate of Assessment. Subject to the provisions of Section 1 of this Article VI, both Annual and Special Assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Assessments: Due Dates.

(a) The initial Annual Assessment provided for in Section 4 of this Article VI shall commence on the date fixed by the Board to be the date of commencement, and shall be payable annually, in advance, on each Annual Payment Date thereafter; provided, however, that if the date of commencement falls on other than the first day of a month, the Assessment for such month shall be prorated by the number of days remaining in the month.

(b) The due date or dates of any Special Assessment under Section 5 hereof shall be fixed in the Board resolution authorizing such Assessment.

Section 8. Duties of the Board with Respect to Assessments.

(a) The Board shall fix the date of commencement and the amount of the Assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

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(b) Written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board shall upon demand at any time furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association, setting forth whether said Assessment had been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board of the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association.

(a) If any Assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Article VI), then the unpaid amount of such Assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such Assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Areas or abandonment of his Lot.

(b) If any Assessment or any part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from the date of delinquency at the annual rate of eighteen percent (18%) interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action and, in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale, whether public or private, or such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any Assessments thereafter becoming due nor from the lien of any such subsequent Assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the Annual and Special Assessments, charges and liens created herein:

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(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Areas as defined in Article I hereof.

(c) All areas reserved by the Declarant on the recorded Plat of the Properties.

(d) All Lots owned by Declarant.

(e) All Lots owned by a residential contractor licensed in Allen County, Indiana as such and who holds title to a Lot for the purpose of constructing a Dwelling Unit on said Lot but not residing thereon.

Section 12. Administrative Fees. The Association may assess against a Lot a reasonable charge for providing letters notifying Owners of any violations or breaches of the Restrictions. The Association may incur administrative time and expense in receiving and reviewing complaints of any violations of these Restrictions, onsite inspections, consultations, mailing and other time, costs and expenses. The fee shall be charged for the first notice of violation, however, the Association may charge an Owner for any subsequent letter for the same of substantially the same violation of these Restrictions. The Board of Directors of the Association may adjust the administrative fees from time to time, but such administrative fee shall not be less than $75.00 per letter. The second and any subsequent letter shall not be sent more often than every twenty (20) days. The administrative fees contained within this Section 10 shall be collected in accordance with Section 9 above.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be a Member of the Association.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interest in any Lot, all such person shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B Member(s) shall be the Declarant, and such Member(s) shall be entitled to thirty-seven (37) votes for each Lot owned. The Class B membership of Declarant shall cease and be converted to Class A membership on the occurrence of either of the following events, whichever occurs first:

(a) When title to all Lots in Cascata Estates, Section I, have been conveyed; or

(b) On December 31, 2040.

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Section 3. Quorum and Notice Requirements.

(a) Subject to the provision of paragraph (c) of this Section, any action authorized by Section 3(f) of Article V shall require the assent of the Members entitled to cast two-thirds (2/3) of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance (unless otherwise provided in the Bylaws of the Association) and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in Section 3(f) of Article V or Section 5 of Article VI shall be as follows: At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to case sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Any provision of this Declaration to the contrary notwithstanding any action described in Section 3(f) of Article V may be taken with the assent given in writing and signed by the Members entitled to cast two-thirds (2/3) of the votes of the Association.

(d) Except as hereinabove specifically set forth in Article VII, Section 3, paragraphs (a), (b) and (c), notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE VIII

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board, for the benefit of the Properties and the Owner, shall provide, and shall pay for out of the maintenance fund provided for in Article V, Section 1, above, the following:

(a) Taxes and assessments and other liens and encumbrances, which shall properly be assessed or charged against the Common Areas, rather than against the individual Owners.

(b) Care and preservation of the Common Areas and full maintenance of a utility service for the Common Areas including the furnishing and upkeep of any desired personal property for use in the Common Areas.

(c) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation

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of the Association, whether such personnel are employed directly by the Board or by the manager.

(d) Legal and accounting services.

(e) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than $100,000 to indemnify against the claim of one person $300,000 against the claim of two or more persons in any one occurrence, and property damage insurance in an amount not less than $100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

(f) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(g) Such fidelity bonds as the Board may determine to be advisable.

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

(i) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas on behalf of all Owners.

(j) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(k) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks) and, generally, to have all the powers necessary or incidental to the operation and management of the Association.

(l) To protect or defend the Common Areas from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(m) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of the common recreational areas during certain periods by youthful persons, visitors or otherwise).

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(n) To make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of one-tenth (1/10) of the Members, to have such report audited by an independent, certified public accountant, which audited report shall be made available to each Member within thirty (30) days after completion.

(o) To adjust the amount, collect, and use any insurance proceeds to repair damage or place lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(p) To enforce the provision of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

Section 2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made by the Association, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 3. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

ARTICLE IX

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinabove defined as the "Existing Property"), located in Allen County, State of Indiana, is described on Exhibit "A" attached hereto, and is designated Cascata Estates, Section I and more particularly described on a subdivision Plat (the "Plat" hereafter) thereof recorded as Plat Record _____, Cabinet H, page 99, in the Office of the Recorder of Allen County, Indiana.

Section 2. Additions to Existing Property. If Declarant is the owner of any property which it desires to add to the community of Cascata Estates, including future Properties to be added as additional sections of Cascata Estates, it may do so by filing of record a Supplementary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property, PROVIDED, HOWEVER, that (i) such additional property shall be contiguous (as hereafter defined) to the Properties subject to this Declaration at the time, and (ii) such Supplementary Declaration may contain such complimentary additions and modifications of the

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covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration modify or add to the covenants established by this Declaration for the Existing Property. Any additions made and sections added to Cascata Estates pursuant to this Section 2, when made, shall automatically become part of the Association, thereby extending the jurisdiction, functions, duties and membership of the Association to the sections and properties added. For the purposes hereof, the term "contiguous" shall mean adjoining; provided, that any tracts or parcels of land which are separated by a street, road, sidewalk, right-of-way, easement or other thoroughfare shall be deemed to be contiguous.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast a majority of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change; provided further, that no such agreements to change shall be applicable to existing buildings on the Properties.

Section 2. Termination or Amendment by Declarant. For a period of five (5) years following the date of the recording of this Declaration with the Office of the Recorder of Allen County, Indiana, Declarant, at its discretion, may abolish, amend or otherwise modify the Covenants, Conditions and Restrictions of this Declaration, in whole or in part, subject, however, to approval of the Allen County Plan Commission. Declarant's rights under this Section 2, for the duration of the aforementioned five (5) year period, shall supersede the rights to modify the Covenants, Conditions and Restrictions of this Declaration provided in Section 1 and/or Section 3 of this Article X.

Section 3. Consent of Members. Except as provided in Section 1 and Section 2 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of the Members of each class of membership entitled to cast fifty-one percent (51%) of the votes of each such class of Association, evidenced by a document in writing bearing each of their signatures; provided, that (i) no amendment whatsoever shall be made without the written consent of the Declarant prior to January 1, 2035, notwithstanding that Declarant has no interest in the Properties at the time, (ii) Declarant shall have the right to amend this Declaration at any time from time to time, without

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the consent of any Member, to the extent that such amendments are required by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or other governmental authority involved in financing the improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon, and (iii) no amendment shall be made eliminating any of the covenants of Articles III and IV or adversely affecting or reducing the assessments provided in Article VI without the prior written approval of the Allen County Plan Commission or its successor, and further, however, that the restrictions and covenants herein contained as they relate to the storm water detention system and the maintenance and repair thereof shall be for an indefinite period except as amended with the prior approval of the Allen County Drainage Board.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by and proceedings at law or in equity against any person or person violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 6. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 7. Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Storm Water Detention System and Pond Maintenance Assessment. The Association shall be obligated to maintain, repair and/or replace, as necessary, the storm water drainage system, water quality features, and the storm water detention system consisting of all ponds shown on the Plat of the subdivision, together with outlets and water control structures, the cost of which shall be borne by all of the Owners in Cascata Estates and subsequent Owners of Lots in any and all of the sections of Cascata Estates.

The Owner of any Lot in this section, or any future sections, of Cascata Estates and/or the Allen County Drainage Board shall have the right to order the Association to carry out its obligation to maintain, repair and/or replace the storm water drainage system and storm water detention system improvements, as above provided, and to assess the Owners of all Lots in this section and future sections of Cascata Estates with the cost thereof.

Until the year beginning January 1, 2021, the annual assessment for pond maintenance shall be $25.00 per Lot. Commencing with the year beginning January 1, 2021 and each year thereafter, the Board of Directors of the Association, at its annual meeting next preceding, and each January 1 thereafter, shall set the amount of the annual assessment for the maintenance of the ponds in addition to the regular annual maintenance fee for the common areas as set forth in Article VI, provided that the annual assessment for the storm water detention system (ponds) under this Article X, Section 8 shall never be less than $25.00.

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Notwithstanding anything contrary to the aforesaid, any alteration or amendment of the Restrictions and Covenants must be made accordingly with the prior approval of the Allen County Plan Commission and further that the Restrictions and Covenants herein contained, and only as they relate to the storm water detention system and the maintenance and repair thereof, shall be in continuous effect for an indefinite period, except as amended with the prior approval of the Allen County Drainage Board.

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IN WITNESS WHEREOF, Jeffrey M. Thomas, a Member of Oakmont Development Co. II, LLC, being the Declarant herein, has executed this instrument on this, the 22nd day of October, 2020.

OAKMONT DEVELOPMENT CO. II, LLC

By: _____
Jeffrey M. Thomas, Member

STATE OF INDIANA, COUNTY OF ALLEN) SS:

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Jeffrey M. Thomas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Oakmont Development Co. II, LLC, an Indiana limited liability company, and that he executed the same as the act of such Oakmont Development Co. II, LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of October, 2020.

My Commission Expires:
9/12/24

Commission Number:
690615

Austin Mari Glenn, Notary Public
Resident of Allen County

AUSTIN MARI GLENN
Allen County
My Commission Expires
September 12, 2024

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Wendy Woehnker
Witness's Signature

Wendy Woehnker
Witness's Printed Name

STATE OF INDIANA, COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for said County and State, personally appeared Wendy Woehnker [witness's name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Jeffrey M. Thomas, in the above-named subscribing witness's presence, and that the above named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and notarial seal this 22nd day of October 2020.

AUSTIN MARI GLENN
Allen County
My Commission Expires
September 12, 2024

My Commission Expires: 9/12/24

Commission Number: 690485

Austin Mari Glenn, Notary Public
Resident of Allen County

Pursuant to IC 36-2-11-15(d): I/We affirm, under the penalties for perjury, that I/we have taken reasonable care to redact each Social Security number in this document, unless required by law.
Timothy L. Claxton

This Instrument Prepared by: Timothy L. Claxton, Attorney at Law, 200 E. Main St., Ste. 1000, Fort Wayne, IN 46802. Attorney Identification No. 14523-02

Return to: Burt Blee Box

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