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Recorded as Presented
Allen County Indiana
Recorder Nicole Keesling

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

The undersigned, being the Declarant, as such term is defined in the Primary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to and as a Part of the Dedication and Plat of Cascata Estates, Section II, a development in Allen County, Indiana, recorded in the office of the Recorder of Allen County, Indiana, on January 12, 2023, as Document No. 2023001907 ("Restrictions"), as amended, hereby amends the Restrictions pursuant to Article X, Section 2, as follows:

1. Article III, Section 17, Fences, is hereby deleted in its entirety and replaced with the following:

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 split-rail or 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 split-rail or picket-type fence. Said split-rail fences on lake Lots shall be limited to three (3) rails. 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. All fencing shall be located on any Lot at least two (2) feet inside of the property lines of the Owner installing the fencing.

2. Article III, Section 23, Front Exteriors, is hereby deleted in its entirety and replaced with the following:

Section 23. Front Exteriors. All front elevations must include 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 as approved by Declarant.

3. Article III, Section 24, Item (c), Landscaping and Lawn: Lake Lots Maintenance Requirement, is hereby deleted in its entirety and replaced with the following:

- (c) The Owners of Lots 49-52, inclusive, 54-64, inclusive, 70-75, inclusive, 78-91, inclusive, and 93-94, 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, Section II. 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).

4. Article III is hereby amended by adding Section 29, Holiday Decorations – Christmas, Other Holidays, as follows:

Section 29. Holiday Decorations – Christmas, Other Holidays. Christmas lighting and corresponding holiday décor (large lawn ornaments, blow up figures, light displays, etc.) shall be placed upon a Lot or residential dwelling no sooner than November 1st of any given year. All holiday décor shall be removed from a Lot and residential dwelling by no later than January 10th of every year, subject to delay solely caused by inclement weather. All other holiday décor, such as Halloween, Easter, Thanksgiving, shall not be placed upon any Lot or residential dwelling no sooner than thirty (30) days prior to the holiday and must be removed within fifteen (15) days after the applicable holiday. An Owner's failure to abide by these restrictions may result in the removal of the holiday décor by the Association pursuant to the right of entry set forth in Article X, Section 5.

5. Article X is hereby amended by adding a new Section 5, Right of Entry, as follows:

Section 5. Right of Entry. The Declarant, the Architectural Control Committee, and the Association, acting through their respective representatives, each shall have the independent right, during reasonable hours, to enter upon and inspect a Lot and/or residential dwelling for the purpose of determining whether or not the provisions of these covenants and restrictions are being complied with, and exercising all rights and powers

conferred upon the Declarant, the Architectural Control Committee, and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these covenants and restrictions, and the Declarant, the Architectural Control Committee, and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof.

6. All other terms and provisions of the Restrictions shall remain in full force and effect and shall not be altered or modified except as specifically set forth in this Third Amendment.

IN WITNESS WHEREOF, the undersigned does hereby execute this Amendment to said Restrictions for and on behalf of the Declarant of Cascata Estates, Section II, on the date written below.

OAKMONT DEVELOPMENT CO. II, LLC

By: [Signature]
Jeffrey M. Thomas, Member

STATE OF INDIANA, COUNTY OF ALLEN) SS:

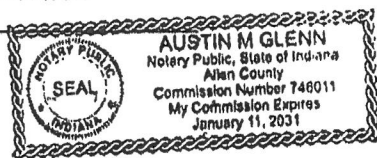
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Jeffrey M. Thomas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Oakmont Development Co.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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of October, 2025.

My Commission Expires:

Commission Number:

[Signature]
Austin M. 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

Prepared by: Timothy L. Claxton, Esq., Burt, Blee, Dixon, Sutton & Bloom, 200 E. Main St., Suite 1000,
Fort Wayne, Indiana 46802