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AMENDMENT AND CONSOLIDATION OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PERRY LAKE ESTATES

THIS AMENDED DECLARATION, made this 1st day of March, 2016, by the residents of PERRY LAKE ESTATES ("Declarants"), pursuant to the terms of amendment contained within the previously recorded "Covenants, Conditions and Restrictions" for Sections 1-7 of the PERRY LAKE ESTATES subdivision ("PERRY LAKE"),

Sec I - 96-7889
Sec II - 96-53335
Sec III - 97-32388

WITNESSETH:

Sec IV - 97-32389
Sec V - 99-89925
Sec VI - 201002386
Sec VII - 202068551

A. The Declarants are the owners of the real property referred to in Article IX of this Amended Declaration. The Declarants desires to create a uniform and consolidated set of Covenants, Conditions and Restrictions for PERRY LAKE which is composed of residential lots, open spaces and other common facilities for the benefit of the community.

B. The Declarants further desire 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, the Declarants desire to subject the real property described on the Plats 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.

NOW THEREFORE, Declarants declare 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, charges and liens set forth herein ("Declaration").

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ARTICLE I: DEFINITIONS

**ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN**

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 Perry Lake Estates Association, Inc.
- (b) "Board" shall mean and refer to the Board of Directors of PERRY LAKE.
- (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

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constructed thereon, and (ii) all areas designated as water impoundment areas on any such recorded subdivision Plat.

- (d) "Declarants" shall mean and refer to the owners of the real property referred to in Article IX of this Amended Declaration.
- (e) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to these Covenants.
- (f) "Lot" shall mean and be referred to as 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 dwelling.
- (g) "Member" shall mean and refer to each Owner as provided in Article VII.
- (h) "Owner" shall mean and refer to the record owner, whether one or more person or entity, 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) "Properties" shall mean and refer to all such existing properties and additions, thereto, as are subject to this Declaration or any Supplemental Declarations prepared and filed of record pursuant to the provisions of Article IX hereof.
- (j) "Street" shall mean and refer to any street, avenue, roadway, cul-de-sac or boulevard of whatever name which is shown on the recorded plat and which has been heretofore and is hereby dedicated to the public for the purpose of a public street or for park or boulevard purposes.
- (k) "Interest" shall mean and refer to 8% per annum or the maximum amount permitted by statute.

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 the Lot or in the Common Areas which will result in the cancelation 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 the Owner's 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 attorney fees.

ARTICLE III: AFFIRMATIVE AND PROTECTIVE COVENANTS

Section 1: Single Family Residence and Garages. 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 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 two (2) nor more than three (3) automobiles.

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. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior Lot line. No projection of any building shall be permitted to extend into or encroach upon the space between said building line and the street. No dwelling shall be located on any Lot nearer than twenty-five (25) feet to the rear Lot line.

Section 3: Fences, Walls, Hedges and Shrubs. No fence, wall, hedge or shrub which obstructs sight lines at elevations above two and a half (2 1/2) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the

street right-of-way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to any Lot with ten (10) feet of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No screen planting over thirty (30) inches high nor any fence shall be permitted between the street right-of-way and the building setback line.

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 Declarants 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 no more than six (6) square feet, advertising the Lot for or sale, or signs used by builders to advertise the Lot during the construction phase and sale period.

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 any residence. All equipment for the storage and disposal for such material shall be kept in a clean and sanitary condition.

Section 8: Antennae. Unless otherwise approved in writing by Declarants, no radio or television or other type of antennae, satellite dish 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 dish or dish, or supporting structure must be attached to the main dwelling. No towers will be permitted unless otherwise approved writing in writing by Declarants.

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. Vehicles owned by PERRY LAKE residents and/or their family members are expected to be parked in driveways or garages. Vehicles belonging to overnight guests shall, to the extent possible, be parked in driveways or garages. In the event that snow accumulation exceeds one inch, all vehicles shall be parked in driveways or garages until after the roads in PERRY LAKE have been plowed, and no vehicles shall be permitted to park on the roads.

Section 10: Yard Light. Each dwelling will cause a yard light or other illuminating device to be installed in the front yard 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. The Owner, other than Declarants, will supply at the Owner's expense said lights and equip same with sun electric 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 1,500 square feet;
- (b) All one and one-half story structures shall have a minimum of 1,850 square feet;
- (c) All two story structures shall have a minimum of 2,000 square feet; and
- (d) All structures' exterior colors and design must be approved by the Architectural Control Committee.

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 by 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 structure or a temporary character be used as a residence.

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. All fences shall be of wood or vinyl construction. No aluminum or steel will be allowed, unless approved by a majority of the members of the Board. Lots on ponds shall be limited to split-rail or picket-type fences. Said split-rail fences on Lots on ponds shall be limited to three (3) rails and not exceed four (4) feet in height. Picket-type fences shall not exceed four (4) feet in height. The location of any proposed fence on any Lot on a pond or any other Lot shall be approved by the Architectural Control Committee pursuant to the terms and conditions set forth in Article III, Section 21. 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. In addition to the foregoing, all fences shall meet all applicable requirements of the Allen County Zoning Ordinance.

Section 18: Storage Sheds. Storage sheds will be allowed if the architectural style matches the house. They must be constructed of wood and must have the shingles and colors that match the house. No aluminum or vinyl will be allowed. Minimum size to be 10 feet by 10 feet and maximum size is 12 feet by 14 feet. All structures must be approved by the Architectural Control Committee. In addition to the foregoing, all sheds shall meet all applicable requirements of the Allen County Zoning Ordinance.

Section 19: Sidewalks. Each Owner shall provide and maintain a concrete public sidewalk across the front of each property prior to occupancy. Concrete sidewalks shall be four (4) feet in width.

Section 20: Pools. No above ground pool, except for spas, whirlpools and similar structures, shall be commenced, erected or maintained on any Lot. No in-ground pool or any appurtenances attached or structures related thereto shall be commenced, erected or maintained on any Lot without the Owner of said lot first conducting or having conducted all tests necessary to determine that the soil on said Lot, or any portion thereof, is suitable for the construction of said in ground pool and any appurtenances attached or structures related thereto, including, without limitation, any necessary engineering and soil borings and related tests. The Owner shall submit the results of said tests prior to the commencement, erection or maintenance of any in-ground pool or any appurtenances attached or structures related thereto to the Architectural Control Committee as established hereunder, pursuant to Section 21 below. The commencement, erection or maintenance any in-ground pool or any appurtenances attached or structures related thereto on any Lot shall be prohibited on, in, or about any Lot within the community lacking the soil conditions suitable for such commencement, erection or maintenance of an in-ground pool thereon. The Association shall in no way be responsible for any costs incurred by any Owner in connection with said Owner's efforts to render the Owner's Lot suitable for the construction of an in-ground pool thereon, nor for assisting in any way said Owner in the Owner's efforts to improve the soil conditions on said Lot. 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 Committee. Anything contained in the foregoing Sections of this Article to the contrary notwithstanding, no erection of building or exterior additions or alterations to any building situated upon any Lot, no erection or changes or additions in fences, Lot grades, hedges, walls and other structures shall be commenced, erected, or maintained, until (i) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by the Architectural Control Committee. A copy of the approved plans and drawings shall be furnished by the Owner to the Architectural Control Committee. Neither the Association nor its designated representatives shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of services performed pursuant to this Article.

Section 22: Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor of any dwelling.

Section 23: Front Exteriors. All front elevations, except soffits, must be of natural material, i.e., wood, brick, stone, hardi plank.

Section 24: Landscaping. All Owners shall landscape, or cause to be landscaped, their Lot, at a minimum so as to maintain and remain with the aesthetic integrity of the landscaping contained on the Properties, as defined by Declarants. 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 Common Areas.

Section 25: Landscaping Around Ponds. Each Owner whose property abuts a pond and/or common area surrounding a pond shall be responsible for mowing and maintaining (at the Owner's expense) the section(s) of the Common Area which abuts the pond area from that Owner's property line to the water's edge.

ARTICLE IV: EASEMENTS

Section 1: Easements Reserved. 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, under and across the Properties, as shown on the recorded Plat thereof. Full ingress and egress shall be had by the Association 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. The Association shall have the right to assign and transfer the easements and rights herein reserved to or for benefit of any public or quasi-public utility.

Section 2: Surface Drainage Easements. Surface drainage easements as shown in the Plats 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.

ARTICLE V

PROPERTY RIGHT 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 the Member's family residing in PERRY LAKE.
- (ii) Each tenant and contract purchaser or each Member (and each individual in the respective families of each such tenant and contract purchaser residing within 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.

Section 2: 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 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 any infraction or its rules and regulations;
- (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 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 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.

Section 3. Natural Preservation Area. Block G of the Common Areas, as shown on the recorded plat for Section 3 of PERRY LAKE, shall be maintained as a natural preservation area for the use and benefit of those parties set forth in Section 1 of this Article V. The Association reserves the right to install, construct plant and maintain within or upon Block G pedestrian walkways and special vegetative grasses in such areas as determined by the Association. Any pedestrian walkway shall be for foot traffic and bicycles only and no motorized vehicles will be permitted except as necessary to perform maintenance work. No live, healthy hardwood trees 16 inches or more in diameter shall be cut down except with the prior written consent of the Association, it being the Declarants' intention to maintain Block G in its natural state with no cutting or mowing (except for weed control deemed necessary by the Association) nor disruption of the natural environment.

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, 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 annual 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. Each such assessment, 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 assessment became due.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the care, preservation, supervision, improvement and maintenance of the Common Areas and of the improvements situated thereon including, but not limited to, (i) the payment of taxes on and insurance in connection with the Common Areas and the repair, replacement and making of additions thereto; (ii) 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, 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, (iii) carrying out the duties of the Board as set forth in Article VIII hereafter; and (iv) carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3: Basis and Amount of Annual Assessments. Each year, the Board, at its annual meeting, 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 \$100.00.

Section 4: Capital Improvements. In the event any annual assessment includes an amount for the purpose of defraying, in whole or in part, the cost of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, that portion of any such assessment 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 1 of Article VII.

Section 5: Uniform Rate of Assessment. Subject to the provision of Section 2 of this Article VI, both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6: 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, assessment for such month shall be prorated by the number of days remaining in the month.
- (b) The due date or dates, if it is to be paid in installments, of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7: Duties of the Board of Directors 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.

- (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 8: 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 6 of this Article), 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, the Owner's heirs; executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain the Owner's personal obligation and shall not pass to the Owner's successors in title unless expressly assumed by them. Then lien for unpaid assessments shall 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 the Owner's Lot.
- (b) If any assessment or part thereof is not paid within thirty (30) days after the due date, the unpaid amount of such assessment shall bear interest from the due date at the maximum legal rate of 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 9: Subordination of Lien to Mortgages. The lien of the assessments provided 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 10: Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

All properties dedicated and accepted by the local public authority and devoted to

- (a) All Common Areas as defined in Article I hereof.
- (b) All areas reserved on the recorded Plat of the Properties.

ARTICLE VII

MEMBERSHIP VOTING RIGHTS IN THE ASSOCIATION

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

- (a) The quorum required for any action referred to in 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 cast sixty percent (60%) of all of the votes of membership shall constitute a quorum. If the required quorum is not present at the meeting, an additional meeting may be called, subject to 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 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 IX, 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 POWER AND DUTIES OF THE
BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1: Powers and Duties. The Board, for the benefit of the Properties and the Owners, 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 to the extent deemed desirable personnel as the Board shall determine to be necessary or proper for the operation 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 \$100,000.00 to indemnify against the claim of one person \$300,000.00 against the claim of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000.00 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, 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 if expressed in writing and 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 swimming pools or other common recreational areas during certain periods by persons, visitors or otherwise.
- (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 (30) days after completion.
- (o) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace 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 the Owner's sole cost and expense, maintain and repair the Owner's 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 the Owner's 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 the Owner's 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.

Section 4: Procedure for Enforcement. Upon notification by any Owner, or other interested party, of an Owner's failure to maintain and repair the Owner's Lot and improvements and keep the same in "good condition and repair", as required by Section 3 of this Article, the President of the Association shall send to the Owner of the Lot a Notice of Violation which shall include: (a) the Article and Section of the Covenant allegedly violated; (b) a verbatim recitation of the Covenant allegedly violated; (c) a verbatim recitation of Article VIII Section 3; (d) the action that must be taken in order for the Owner to be deemed to be in compliance; (e) the date by which compliance must occur; (f) the process (as stated herein) for requesting a hearing before the Board; and (g) the address where a written request for hearing must be sent. If the Owner of the Lot disputes the alleged violation and/or the action required for compliance, the Owner shall, within fifteen (15) days of the date of the Notice of Violation, send a written request for a hearing before the Board to the address provided in the Notice of Violation. Following a hearing, the Board shall issue a written decision which shall be signed by a majority of the Board members. It shall be within the sole discretion of a majority of the Board to interpret the Covenants, to adjudicate a violation of the Covenants and to express what action must be taken for compliance.

Section 5: Procedure for Variance. Any Owner may petition the Board for a variance from any of the enumerated Covenants contained herein. Any such petition (a) shall be in writing; (b) shall state verbatim the Covenant from which a variance is being sought; (c) shall state with specificity the nature and extent of the proposed variance; (d) shall succinctly state why such a variance is warranted; and (e) shall be personally delivered to any current Board member. Upon receipt by a Board member of a Petition for Variance, the Petition shall be set for a hearing before the Board within thirty (30) days. Failure to attend and participate in the hearing shall result in a denial of the Petition. Following the hearing, the Board shall issue a written decision signed by a majority of the Board members. The decision of the Board shall be final and binding upon the Petitioner.

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 (hereinafter defined as the "Existing Property"), located in Allen County, State of Indiana, is described on Exhibit "A" of the prior respective Declarations for PERRY LAKE Sections 1-7, and is designated Perry Lake Estates and more particularly described on a subdivision Plat (the "Plat" hereafter) thereof recorded as Plat Record _____, Cabinet _____ page _____, in the Office of the Recorder of Allen County, Indiana.

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. Consent of Members. Except as provided in Section 1 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 entitled to cast fifty-one percent (51%) of the votes of the Association, evidenced by a document in writing bearing each of their signatures; provided, (i) no amendment shall be made to the provisions contained in Section 20 of Article III, and (ii) 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 any proceeding 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. Invalidity 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 and Pond Maintenance Assessment. The Association shall be obligated to maintain, repair and/or replace, as necessary, the storm water drainage system and the storm water detention system consisting of seven (7) 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 Perry Lake Estates and subsequent Owners of Lots in any and all of the sections of Perry Lake Estates.

The Owner of any Lot of PERRY LAKE, 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 PERRY LAKE with the cost thereof.

Anything to the aforesaid notwithstanding, 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 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.

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.

Andrew S. Williams 
(name printed, stamped or signed w/print)

AFFIDAVIT OF TOM BOUWSMA


I, Tom Bouwsma, affirm and state under the penalties for perjury that:

1. I am under no physical or mental incapacity, and I am competent to testify as to the facts set forth in this affidavit.
2. I am over the age of eighteen (18).
3. The facts in this Affidavit are known to me to be true based on my personal knowledge and if called to testify as a witness, I would so testify as to these facts.
4. The attached document contains signatures of homeowners in the Perry Lake Estates subdivision, in Allen County, State of Indiana ("Homeowner").
5. Each Homeowner whose signature appears on the attached document did voluntarily sign the document while in my presence.
6. Prior to signing the document, each Homeowner was given a copy of the Covenants referenced therein and an opportunity to ask any questions regarding the Covenants.

FURTHER AFFIANT SAITH NAUGHT.

I affirm under the pains and penalties of perjury that the above and foregoing representations are true to the best of my knowledge and belief.

4/4/16
Date


Tom Bouwsma

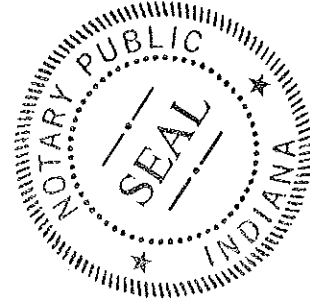
STATE OF INDIANA)
)
COUNTY OF ALLEN)

Subscribed and sworn to before me, a notary public, in and for said county and state personally appeared Tom Bouwsma and executed the above document as a voluntary act and deed this 4th day of April, 2016.

Jessica Cartwright
Jessica Cartwright Notary Public

County of Residence: Allen




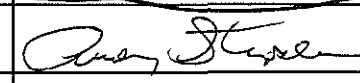
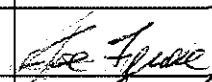
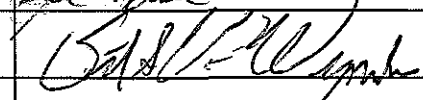
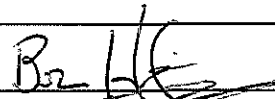


My Commission Expires: 7-16-2022



This Instrument Prepared by:
Andrew S. Williams, Attorney # 23797-02
HUNT SUEDHOFF KALAMAROS, LLP
900 Courtside Building, 803 South Calhoun Street, Fort Wayne, Indiana 46802

Tom - 32 24/32

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
89	1310 Perry Lake Dr.	Renfrow	Allen		2/6/16
90	1318 Perry Lake Dr.	Bouwsma	Tom		1/28/15
91	1326 Perry Lake Dr.	Kaplan	Mark		2/4/16
92	1406 Perry Lake Dr.	Stepler	A.		2/5/14
93	1405 Perry Lake Dr.	Coupe	John		
94	1323 Perry Lake Dr.	Ferrell	Joe		1-15-16
95	13118 Bent Ln.	Van Wyngarden	Dave		1-30-16
96	13126 Bent Ln.	Wezensky	Jennifer		
97	1407 Ely Ridge Pass	Coy	Darin		
98	1401 Ely Ridge Pass	Meshberger	Jim		
99	13135 Bent Ln.	KUMAR	Sam		
100	13127 Bent Ln.	Clements	Brian		
101	13119 Bent Ln.	Dietz	Cory		
102	13111 Bent Ln.	Heintz	Brian		1/30/16
103	1303 Perry Lake Dr.	Askins	Chris		1/4/15
126	1418 Perry Lake Dr.	Garrison	Mike		
127	1430 Perry Lake Dr.	Thelen	Dennis		2/6/15

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
128	1429 Perry Lake Dr.	Leimkuhler	William	<i>W. Leimkuhler</i>	2-6-16
129	1417 Perry Lake Dr.	Nielson	Dan	<i>D. Nielson</i>	2-6-16
130	1502 Spenser Cove	Brown	nicole		
131	1530 Spenser Cove	Pham	John Dong		
132	1556 Spenser Cove	Berning	Mark		
133	1606 Spenser Cove	Koeneman	Heidi		
134	1612 Spenser Cove	Hornbostel	Maggie		
135	1618 Spenser Cove	Piert	Tim		
136	1624 Spenser Cove	Drummer	John		
137	1617 Spenser Cove	Schultz	Robert		
138	1611 Spenser Cove	Woenker	Jeff		
139	1605 Spenser Cove	Green	Christopher		
140	1531 Spenser Cove	Temple	Daryl		
141	1519 Spenser Cove	Moyer	Alan		
142	1507 Spenser Cove	Laux	Greg		

AFFIDAVIT OF KATIE BROWN

I, Katie Brown, affirm and state under the penalties for perjury that:

1. I am under no physical or mental incapacity, and I am competent to testify as to the facts set forth in this affidavit.
2. I am over the age of eighteen (18).
3. The facts in this Affidavit are known to me to be true based on my personal knowledge and if called to testify as a witness, I would so testify as to these facts.
4. The attached document contains signatures of homeowners in the Perry Lake Estates subdivision, in Allen County, State of Indiana ("Homeowner").
5. Each Homeowner whose signature appears on the attached document did voluntarily sign the document while in my presence.
6. Prior to signing the document, each Homeowner was given a copy of the Covenants referenced therein and an opportunity to ask any questions regarding the Covenants.

FURTHER AFFIANT SAITH NAUGHT.

I affirm under the pains and penalties of perjury that the above and foregoing representations are true to the best of my knowledge and belief.

3/25/2016
Date

Katie Brown
Katie Brown

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Subscribed and sworn to before me, a notary public, in and for said county and state personally appeared Katie Brown and executed the above document as a voluntary act and deed this 25 day of March, 2016.

Heather R Tipsord



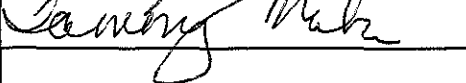
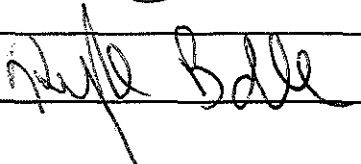
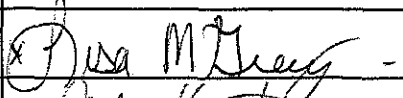

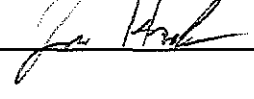
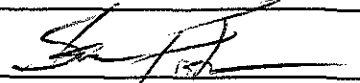
Heather R Tipsord Notary Public

County of Residence: Allen

My Commission Expires: 9/15/2023



This Instrument Prepared by:
Andrew S. Williams, Attorney # 23797-02
HUNT SUEDHOFF KALAMAROS, LLP
900 Courtside Building, 803 South Calhoun Street, Fort Wayne, Indiana 46802

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Vote (yes/no)
143	1512 Vanderbilt Dr.	Wilson	Kyle		X
144	1524 Vanderbilt Dr.	McCrea	Christopher		X
145	1536 Vanderbilt Dr.	Morken	Thomas		X
146	1602 Vanderbilt Dr.	Bleed	Kevin		
147	1610 Vanderbilt Dr.	Bovie	Kyle		X
148	1618 Vanderbilt Dr.	Pelz	Christopher		
149	1626 Vanderbilt Dr.	Gross	Richard		
150	1634 Vanderbilt Dr.	Mcgreevy	John		yes
151	1704 Vanderbilt Dr.	Koesters	Brian		X
152	1720 Vanderbilt Dr.	Hacker	Jim		X
153	1808 Linville Pass	Gordon	Frank		
154	1805 Linville Pass	Ostermann	Jeff		
155	1814 Vanderbilt Dr.	Feller	James		
156	1820 Vanderbilt Dr.	Tretter	Dennis and Mary Jo		
157	1826 Vanderbilt Dr.	Hand	David		
158	1827 Vanderbilt Dr.	Kracher	Kevin		
159	1819 Vanderbilt Dr.	Wilkins	Judy		
160	1811 Vanderbilt Dr.	Schlemmer	Jody		
161	1803 Vanderbilt Dr.	Fisher	Steve & Karen		/

162	1707 Vanderbilt Dr.	Tarka	Catherine	—		
163	1627 Vanderbilt Dr.	Smith	Eric			
164	1619 Vanderbilt Dr.	Frederickson	Derek			
165	1611 Vanderbilt Dr.	Brown	Katie	Katie Brown	X	
166	1603 Vanderbilt Dr.	Cross	John	John Cross	✓	
167	1541 Vanderbilt Dr.	McBride	Michael	Lisa McBride	✓	
168	1533 Vanderbilt Dr.	Cooper	Kurt	Kurt C. Cooper	✓	
169	1525 Vanderbilt Dr.	Petersen	Mark	Mark Petersen	✓	
170	1517 Vanderbilt Dr.	Cottrell	Rodrick	Rodrick Cottrell	✓	
171	1509 Vanderbilt Dr.	Hossain	Abu Noman			
172	1501 Vanderbilt Dr.	Schenkel	Stacy	Stacy Schenkel		

AFFIDAVIT OF ALLEN P. BROUWER

I, Allen P. Brouwer, affirm and state under the penalties for perjury that:

1. I am under no physical or mental incapacity, and I am competent to testify as to the facts set forth in this affidavit.
2. I am over the age of eighteen (18).
3. The facts in this Affidavit are known to me to be true based on my personal knowledge and if called to testify as a witness, I would so testify as to these facts.
4. The attached document contains signatures of homeowners in the Perry Lake Estates subdivision, in Allen County, State of Indiana ("Homeowner").
5. Each Homeowner whose signature appears on the attached document did voluntarily sign the document while in my presence.
6. Prior to signing the document, each Homeowner was given a copy of the Covenants referenced therein and an opportunity to ask any questions regarding the Covenants.

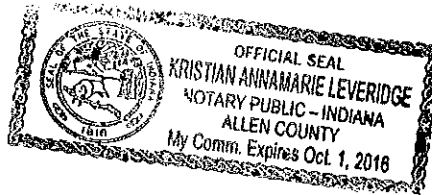
FURTHER AFFIANT SAITH NAUGHT.

I affirm under the pains and penalties of perjury that the above and foregoing representations are true to the best of my knowledge and belief.

3-23-16
Date


Allen P. Brouwer

STATE OF INDIANA)
)
COUNTY OF ALLEN)



Subscribed and sworn to before me, a notary public, in and for said county and state personally appeared Allen P. Brouwer and executed the above document as a voluntary act and deed this 23rd day of March, 2016.

Kristian Annamarie Leveridge
Kristian Annamarie Leveridge Notary Public

County of Residence: Allen

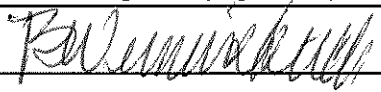
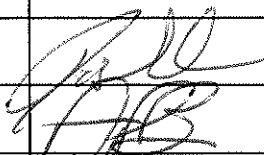



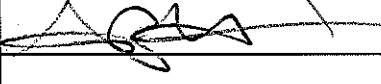
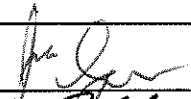


My Commission Expires: 10/01/16

This Instrument Prepared by:
Andrew S. Williams, Attorney # 23797-02
HUNT SUEDHOFF KALAMAROS, LLP
900 Courtside Building, 803 South Calhoun Street, Fort Wayne, Indiana 46802

Allen -40

22/40

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
207	13407 Bristol Trl.	Weimerskirch	Tel: Rebecca		1-19-16
208	13419 Bristol Trl.	Mild	Edward		
209	1626 Worthington Dr.	Schrock	Andrea		1-8-16
210	1620 Worthington Dr.	Brouwer	Allen		1-8-16
211	1614 Worthington Dr.	Bailey	Darren		1-9-16
212	1608 Worthington Dr.	Gacsy	Adam		1-9-16
213	13401 Galloway Cove	Hupe	Matt		1/23/16
214	13407 Galloway Cove	Prudlow	Mike		
215	13505 Galloway Cove	Barnes	Andy		
215	1615 Worthington Dr.	Goss	Josh		1-9-16
216	1621 Worthington Dr.	New	Alan		1/23/16
218	1633 Worthington Dr.	Wolfe	Brad		
219	1711 Worthington Dr.	Lewis	Ken		
220	1719 Worthington Dr.	Edwards	Douglas		
221	1727 Worthington Dr.	Green	Tim		1-23-16
222	1815 Worthington Dr.	Ferrell	Tony; Amy		
223	1829 Worthington Dr.	Scott	Brent		

217 1627 Worthington Dr.

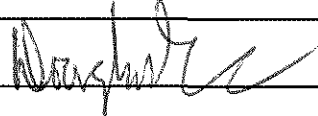
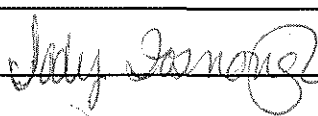
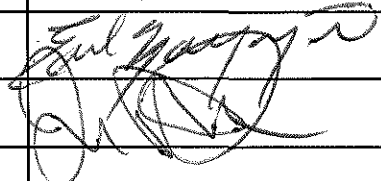


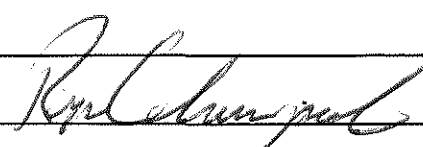

Wagner

Joe

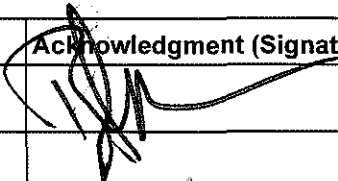

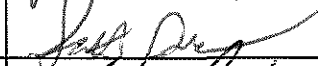




1-9-16

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
224	13509 Tamiami Trl.	Freiburger	Kevin		
225	13515 Tamiami Trl.	Ehinger	Jim		
226	1903 Worthington Dr.	Putt	Spencer		
227	1909 Worthington Dr.	Brown	Doug		1-9-16
228	1915 Worthington Dr.	Reed	Joel		
229	1923 Worthington Dr.	Kalonji	Jean-Paul & Godelive		
230	1931 Worthington Dr.	Dan Fawcough	Peter		1-15-16
231	2011 Worthington Dr.	Hess	Kevin		
232	2017 Worthington Dr.	Zanzinger	Earl		1/9/16
233	2023 Worthington Dr.	Brown	Jason		1/9/16
234	2029 Worthington Dr.	Bowman	Brian		
235	2024 Worthington Dr.	Irvin	Judy		
236	2012 Worthington Dr.	Tappy	Matt		1/9/16
237	1932 Worthington Dr.	Fuhrman	David		
238	1926 Worthington Dr.	Siobh Clingerpaal	Mike Ryan Paige		1-9-16
239	1918 Worthington Dr.	Penugonda	Prasad		
240	1910 Worthington Dr.	Holsworth	Sean		1/9/16

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
241	1902 Worthington Dr.	McKown	Brent		1/9/16
242	1828 Worthington Dr.	Richards	Frederick		
243	1812 Worthington Dr.	GeRue	Michael		1/9/16
244	1726 Worthington Dr.	Amstutz	Scott and Janelle		1/9/16
245	13422 Bristol Trl.	Scott	Allan & Jovana		1/17/16
246	13410 Bristol Trl.	Lapin	Howard		1/17/16

AFFIDAVIT OF BRIAN BRUEGGEMAN

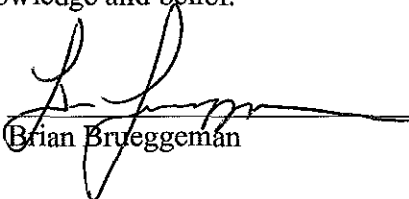
I, Brian Brueggeman, affirm and state under the penalties for perjury that:

1. I am under no physical or mental incapacity, and I am competent to testify as to the facts set forth in this affidavit.
2. I am over the age of eighteen (18).
3. The facts in this Affidavit are known to me to be true based on my personal knowledge and if called to testify as a witness, I would so testify as to these facts.
4. The attached document contains signatures of homeowners in the Perry Lake Estates subdivision, in Allen County, State of Indiana ("Homeowner").
5. Each Homeowner whose signature appears on the attached document did voluntarily sign the document while in my presence.
6. Prior to signing the document, each Homeowner was given a copy of the Covenants referenced therein and an opportunity to ask any questions regarding the Covenants.

FURTHER AFFIANT SAITH NAUGHT.

I affirm under the pains and penalties of perjury that the above and foregoing representations are true to the best of my knowledge and belief.

3/25/16
Date


Brian Brueggeman

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Subscribed and sworn to before me, a notary public, in and for said county and state personally appeared Brian Brueggeman and executed the above document as a voluntary act and deed this 25th day of MARCH, 2016.

Karel R. Deefke Notary Public

County of Residence: Noble

My Commission Expires: 8/22/16



This Instrument Prepared by:
Andrew S. Williams, Attorney # 23797-02
HUNT SUEDHOFF KALAMAROS, LLP
900 Courtside Building, 803 South Calhoun Street, Fort Wayne, Indiana 46802

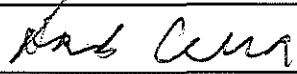
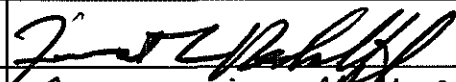

Brian-20

12/20

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
55	1109 Perry Lake Dr.	Palmer	Daniel	<i>[Signature]</i>	12/22/15
56	13212 Hollow Oak Rd.	Porsch	Mark and Lora	<i>[Signature]</i>	1/2/16
	13224 Hollow Oak Rd.	Admire	John	<i>[Signature]</i>	12-22-15
58	13306 Hollow Oak Rd.	Jones	Gary		
	13320 Hollow Oak Rd.	Miller	David D.	<i>[Signature]</i>	12-22-15
	13332 Hollow Oak Rd.	Davis	Kurt	<i>[Signature]</i>	12-22-15
61	1104 Dakota Dr.	Booth	Doug	<i>[Signature]</i>	01-03-16
62	1110 Dakota Dr.	Martin	Ron		
	1115 Dakota Dr.	Williams	Kim	<i>[Signature]</i>	12-22-15
64	1109 Dakota Dr.	Schumacher	Steven		
65	1033 Perry Woods Cove	Ward	Paul		
66	1021 Perry Woods Cove	Laughlin	Lola Kristina		
67	1009 Perry Woods Cove	Weber	John		
68	1008 Perry Woods Cove	Kinniry	Kirk		
69	1022 Perry Woods Cove	Pikel	Brian		
	13317 Hollow Oak Rd.	Lemley	Todd	<i>[Signature]</i>	12-22-15
	13229 Hollow Oak Rd.	Howard	Richard	<i>[Signature]</i>	12/22/15

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
2	13217 Hollow Oak Rd.	Ceresa	Jeffrey		1/3/16
3	13209 Hollow Oak Rd.	Radcliff Radcliff	Forrest Forrest		12-22-15
4	1027 Perry Lake Dr.	Griffith	bill		12-22-15

AFFIDAVIT OF MATT HARTENSTEIN

I, Matt Hartenstein, affirm and state under the penalties for perjury that:

1. I am under no physical or mental incapacity, and I am competent to testify as to the facts set forth in this affidavit.
2. I am over the age of eighteen (18).
3. The facts in this Affidavit are known to me to be true based on my personal knowledge and if called to testify as a witness, I would so testify as to these facts.
4. The attached document contains signatures of homeowners in the Perry Lake Estates subdivision, in Allen County, State of Indiana ("Homeowner").
5. Each Homeowner whose signature appears on the attached document did voluntarily sign the document while in my presence.
6. Prior to signing the document, each Homeowner was given a copy of the Covenants referenced therein and an opportunity to ask any questions regarding the Covenants.

FURTHER AFFIANT SAITH NAUGHT.

I affirm under the pains and penalties of perjury that the above and foregoing representations are true to the best of my knowledge and belief.

3/27/2016
Date

Matt Hartenstein
Matt Hartenstein

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Subscribed and sworn to before me, a notary public, in and for said county and state personally appeared Matt Hartenstein and executed the above document as a voluntary act and deed this 17th day of March, 2016.

Kelly Lorine Tucker
Kelly Lorine Tucker Notary Public
County of Residence: Allen
My Commission Expires: May 11, 2021

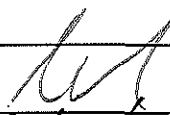
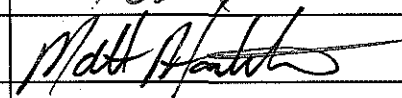
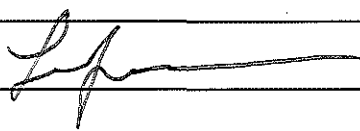
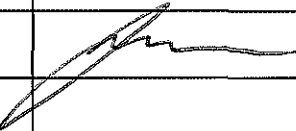
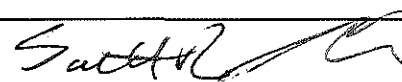
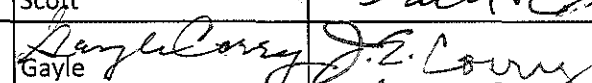
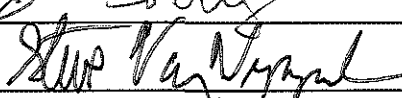
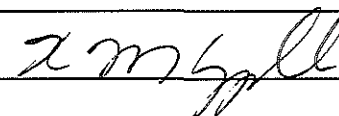


This Instrument Prepared by:
Andrew S. Williams, Attorney # 23797-02
HUNT SUEDHOFF KALAMAROS, LLP
900 Courtside Building, 803 South Calhoun Street, Fort Wayne, Indiana 46802

M-H-22

10/22

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
104	1231 Perry Lake Dr.	Preston	Kel		
105	1225 Perry Lake Dr.	Scheid	Angela		12/15/16
106	1219 Perry Lake Dr.	Hartenstein	Matt		12-14-15
107	1215 Perry Lake Dr.	Liechty	Randal	-	
108	1211 Perry Lake Dr.	Karr	Bruce	-	
109	13210 Hammerhill Way	Brueggeman	Brian		1-5-16
110	13222 Hammerhill Way	Field	Jim		
111	13234 Hammerhill Way	Jones	William		
112	13312 Hammerhill Way	Brimner	Kelli		12/21/15
113	1208 Dakota Dr.	Fath	Scott		
114	1216 Dakota Dr.	Hoffman	Rod and Susan	-	
115	1224 Dakota Dr.	Leach	Hank	-	
116	1215 Dakota Dr.	Malcolm	Scott		1.5.16
117	1207 Dakota Dr.	Corry	Gayle		1-5-14
118	1127 Dakota Dr.	Van Wyngarden	Steve		12-21-15
119	1121 Dakota Dr.	Frauhiger	Kevin	-	
120	1116 Dakota Dr.	Baker	Mike		1/5/16

Cappell:

Kevin

Vacation

No

No

No

No
Parking

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
121	1122 Dakota Dr.	Siddula	raj	<i>Raj Siddula</i>	1/5/2016
122	13311 Hammerhill Way	Winter	Thad		
123	13231 Hammerhill Way	Luo	Hongli	-	
124	13219 Hammerhill Way	Mansfield	Daniel		
125	13207 Hammerhill Way	Bell	adam	<i>A. S. Bell</i>	1/5/2016

No
Fence

AFFIDAVIT OF BOB LOFTUS

I, Bob Loftus, affirm and state under the penalties for perjury that:

1. I am under no physical or mental incapacity, and I am competent to testify as to the facts set forth in this affidavit.
2. I am over the age of eighteen (18).
3. The facts in this Affidavit are known to me to be true based on my personal knowledge and if called to testify as a witness, I would so testify as to these facts.
4. The attached document contains signatures of homeowners in the Perry Lake Estates subdivision, in Allen County, State of Indiana ("Homeowner").
5. Each Homeowner whose signature appears on the attached document did voluntarily sign the document while in my presence.
6. Prior to signing the document, each Homeowner was given a copy of the Covenants referenced therein and an opportunity to ask any questions regarding the Covenants.

FURTHER AFFIANT SAITH NAUGHT.

I affirm under the pains and penalties of perjury that the above and foregoing representations are true to the best of my knowledge and belief.

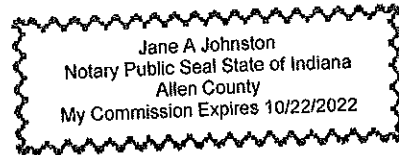
3-23-16
Date

Bob Loftus
Bob Loftus

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Subscribed and sworn to before me, a notary public, in and for said county and state personally appeared Bob Loftus and executed the above document as a voluntary act and deed this 23 day of March, 2016.

Jane A Johnston Notary Public
County of Residence: Allen
My Commission Expires: 10-22-2022



This Instrument Prepared by:
Andrew S. Williams, Attorney # 23797-02
HUNT SUEDHOFF KALAMAROS, LLP
900 Courtside Building, 803 South Calhoun Street, Fort Wayne, Indiana 46802



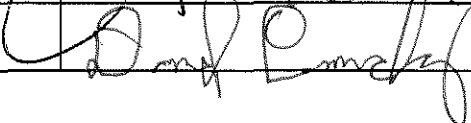
Bob-20

18/20

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
1	808 Perry Lake Dr.	Hammond	Floyd		
2	824 Perry Lake Dr.	Swanson	Darrell		1/23/15
3	906 Perry Lake Dr.	Scheithauer	Eric	Eric Scheithauer	12/30/15
4	637-2112 13129 Perry Lake Ct.	SAMSTUTZ Amstutz	TONY & STACY	Tony Amstutz	1-23-16
5	13123 Perry Lake Ct.	PATEL Gillenwater	BHUPEN BRE Keith	Keith	01/03/16
6	13117 Perry Lake Ct.	Hildebrand	Matt	Matt Hildebrand	1-5-16
7	13111 Perry Lake Ct.	Johnson	Joel		2/30/15
8	13108 Perry Lake Ct.	Roof	William	William Roof	01/10/16
9	13114 Perry Lake Ct.	Byrne	Tom		1/10/16
10	13120 Perry Lake Ct.	Smith	David	Sherrie Smith	12/30/15
11	13126 Perry Lake Ct.	Moran	Tom		
12	1012 Perry Lake Dr.	Burkholder	Jordan	Shannon Burkholder	12/30/15
13	574-849-5162 1013 Perry Lake Dr.	STUTSMAN Howley	BRAUN Michael	Michael Braun	10/12/14
14	929 Perry Lake Dr.	Blotkamp	Andy	Andy Blotkamp	1/23/16
15	915 Perry Lake Dr.	Schuster	Rhonda	Glenn Schuster	1/5/16
39	825 Perry Lake Dr.	Ponsot	Deb	Deb Ponsot	12/30
40	817 Perry Lake Dr.	Jackson	Larry	Larry Jackson	1-3-16

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
41	809 Perry Lake Dr.	Kohrman	Jerry		12/30/15
42	725 Perry Lake Dr.	Francher-Donald	Antoinette		1/10/2015
43	711 Perry Lake Dr.	Cannaday	David		1/5/2015

130	1502 Spenser Cove	Brown	nicole	<i>N. Brown</i>	1-6-16
131	1530 Spenser Cove	Pham	John Dong	<i>John Dong</i>	1-6-16
132	1536 Spenser Cove	Berning	Mark	<i>Mark A. Berning</i>	1-4-16
133	1606 Spenser Cove	Koeneman	Heidi	<i>Heidi Koeneman</i>	1-22-16
134	1612 Spenser Cove	Hornbostel	Maggie	<i>Maggie Hornbostel</i>	1-30-16
135	1618 Spenser Cove	Pieri	Tim	<i>Timothy Pieri</i>	1-22-16
136	1624 Spenser Cove	Drummer	John	<i>John Drummer</i>	1-23-16
137	1617 Spenser Cove	Schultz	Robert	<i>R. Schultz</i>	1-4-16
138	1611 Spenser Cove	Woenker	Jeff	<i>Jeff Woenker</i>	1-4-16
139	1605 Spenser Cove	Green	Christopher	<i>Christopher Green</i>	1-4-16
140	1531 Spenser Cove	Temple	Daryl	<i>Daryl Temple</i>	1-23-16
141	1519 Spenser Cove	Moyer	Alan	<i>Alan Moyer</i>	1-3-16
142	1507 Spenser Cove	Laux	Greg	<i>Greg Laux</i>	1-3-16

AFFIDAVIT OF ASH ODISHO

I, Ash Odisho, affirm and state under the penalties for perjury that:

1. I am under no physical or mental incapacity, and I am competent to testify as to the facts set forth in this affidavit.
2. I am over the age of eighteen (18).
3. The facts in this Affidavit are known to me to be true based on my personal knowledge and if called to testify as a witness, I would so testify as to these facts.
4. The attached document contains signatures of homeowners in the Perry Lake Estates subdivision, in Allen County, State of Indiana ("Homeowner").
5. Each Homeowner whose signature appears on the attached document did voluntarily sign the document while in my presence.
6. Prior to signing the document, each Homeowner was given a copy of the Covenants referenced therein and an opportunity to ask any questions regarding the Covenants.

FURTHER AFFIANT SAITH NAUGHT.

I affirm under the pains and penalties of perjury that the above and foregoing representations are true to the best of my knowledge and belief.

03-25-2016
Date

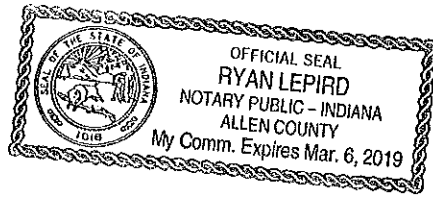


Ash Odisho

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Subscribed and sworn to before me, a notary public, in and for said county and state personally appeared Ash Odisho and executed the above document as a voluntary act and deed this 25 day of March, 2016.

Ryan Lepird
Ryan Lepird Notary Public
County of Residence: *Allen*
My Commission Expires: *3-6-2019*

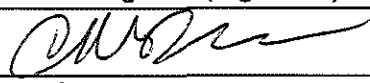
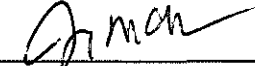
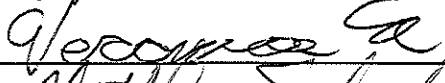
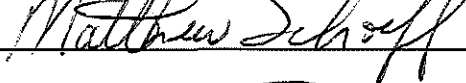
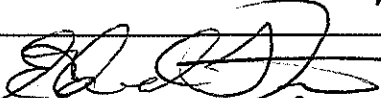
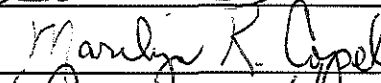
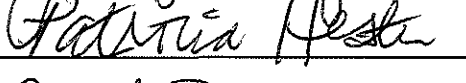




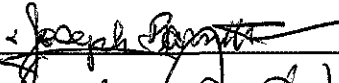
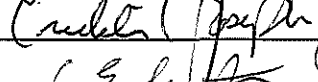
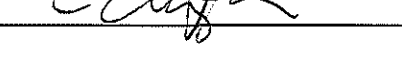




This Instrument Prepared by:
Andrew S. Williams, Attorney # 23797-02
HUNT SUEDHOFF KALAMAROS, LLP
900 Courtside Building, 803 South Calhoun Street, Fort Wayne, Indiana 46802




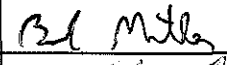
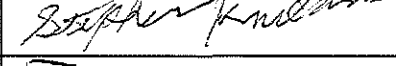


Ash-25

22/25

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
44	13133 Hollow Oak Rd.	Drake	Christopher		12/22/15
45	13127 Hollow Oak Rd.	Aker	Jill & Jeremy		12-21-15
46	13121 Hollow Oak Rd.	White Morimanno Morimanno	Veronica A David L. David J		12/22/15
47	13115 Hollow Oak Rd.	Schoeff	Matthew		1/21/2016
48	13109 Hollow Oak Rd.	Poynter	Bobbie		
49	13104 Hollow Oak Rd.	Peace	Edward		1/5/2016
50	13110 Hollow Oak Rd.	Copeland	Daniel		12/20/15
51	13116 Hollow Oak Rd.	Hester	John & Patricia		12/22/15
52	13122 Hollow Oak Rd.	Drobnis	Bob		12/20/15
53	13128 Hollow Oak Rd.	Lantz Brown	Brett & April		12/22/15
54	13134 Hollow Oak Rd.	Pulver	James		12/20/15
75	1108 Perry Lake Dr.	Odisho	Ash		12/20/15
76	1130 Perry Lake Dr.	Israbian	Vatche		12/21/15
77	1204 Perry Lake Dr.	Barnett	Joseph		12/21/15
78	1212 Perry Lake Dr.	Badder II	Franklin J.		12/20/15
79	1220 Perry Lake Dr.	Lietzke	Christopher		12/20/15
80	13019 Callison Ct.	Leonard	James		

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
81	13011 Callison Ct.	Roselius	Wayne		
82	13003 Callison Ct.	Finger	Larry		12/21/15
83	13006 Callison Ct.	Loftus	Bob		12-20-15
84	13014 Callison Ct.	McComb	Louise		12/20/15
85	13022 Callison Ct.	Miller	Brad		12/21/15
86	13030 Callison Ct.	Knilians	Stephen		12/21/15
87	1228 Perry Lake Dr.	Stone	Jeff		12/22/15
88	1236 Perry Lake Dr.	Fredericks	Wally		12/20/15

AFFIDAVIT OF RUSTE PONTENBERG

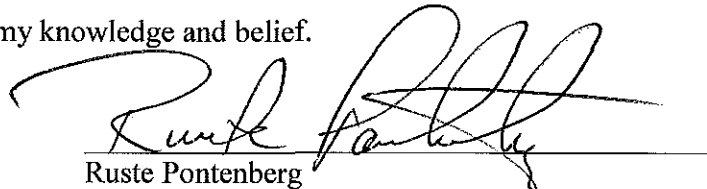
I, Ruste Pontenberg, affirm and state under the penalties for perjury that:

1. I am under no physical or mental incapacity, and I am competent to testify as to the facts set forth in this affidavit.
2. I am over the age of eighteen (18).
3. The facts in this Affidavit are known to me to be true based on my personal knowledge and if called to testify as a witness, I would so testify as to these facts.
4. The attached document contains signatures of homeowners in the Perry Lake Estates subdivision, in Allen County, State of Indiana ("Homeowner").
5. Each Homeowner whose signature appears on the attached document did voluntarily sign the document while in my presence.
6. Prior to signing the document, each Homeowner was given a copy of the Covenants referenced therein and an opportunity to ask any questions regarding the Covenants.

FURTHER AFFIANT SAITH NAUGHT.

I affirm under the pains and penalties of perjury that the above and foregoing representations are true to the best of my knowledge and belief.

3/23/16
Date


Ruste Pontenberg



KATLIN STONE
Resident of Allen County, IN
Commission Expires: Jan. 31, 2018

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Subscribed and sworn to before me, a notary public, in and for said county and state personally appeared Ruste Pontenberg and executed the above document as a voluntary act and deed this 23 day of MARCH, 2016.

Katlin Stone Notary Public

County of Residence: Allen

My Commission Expires: Jan. 31. 2018

This Instrument Prepared by:
Andrew S. Williams, Attorney # 23797-02
HUNT SUEDHOFF KALAMAROS, LLP
900 Courtside Building, 803 South Calhoun Street, Fort Wayne, Indiana 46802

23/31 28/31

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
173	1817 Linville Pass	Van Buskirk	Melissa	3 visits no answer	
174	1825 Linville Pass	Kautz	Bill	Wm Kautz	12/27/15
175	1909 Linville Pass	Sebeika	Jeffrey In FL	3 visits no answer	
176	1921 Linville Pass	Stacy	Kevin	Kevin Stacy	12/22/15
177	1933 Linville Pass	Pontenberg	Ruste	Ruste Pontenberg	12/21/15
178	2007 Linville Pass	Degitz	Jeff	Jeff Degitz	12/21/15
179	2013 Linville Pass	Ibe	David	Mary Ibe	12/21/15
180	2019 Linville Pass D	Spieth	Doug	Doug Spieth	1/9/16
181	2025 Linville Pass	Richmond Krisher	Deborah	Deborah Richmond	1.15.16
182	2036 Worthington Dr.	Uhrick	David	David Uhrick	1/9/16
183	2103 Hayes Ct.	Voje	Neil	Neil Voje	12/27/15
184	2115 Hayes Ct.	Wegner	Mark	Mark Wegner	12/27/15
185	2126 Hayes Ct.	DiPrimio	Sam	Cindy DiPrimio	1/9/16
186	2114 Hayes Ct. D	Hunter	Peter	3 visits no answer	
187	2105 Hayes Ct. D	Case	Lou Ann	3 visits no answer	
188	2117 Worthington Dr. D	Smith	Richard	Richard Smith	1/16/16
189	2129 Worthington Dr.	Whitted	curtis	3 visits no answer	

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
190	13316 Wiggins Cove	Studt	Tom	W. Thomas Studt	12-27-15
191	13310 Wiggins Cove D	Evans	Richard	Richard Evans	1-17-16
192	13304 Wiggins Cove D	Miller	Brian Jeanene	B-Miller	1-17-16
193	13303 Wiggins Cove	Tigulis	Nico	Nico Tigulis	12-27-15
194	13309 Wiggins Cove	Haupt	Luanne	Douglas Haupt	12-17-16
195	13315 Wiggins Cove	Schwenk	Amy & Brian	Brian Schwenk	12/27/15
196	13321 Wiggins Cove	Fries	Michael & Toni	Michael Fries	12/27/15
197	2020 Linville Pass D	Alberding	Melanie	Melanie Alberding	1/16/16
198	2012 Linville Pass	Rogers	Janet	Janet Rogers	
199	2004 Linville Pass D	Miller Dukes	Bruce & Cynthia	Cynthia Miller	1/17/16
200	1930 Linville Pass D	Doty	Chad	Chad A. Doty	1/17/16
201	1924 Linville Pass	Shubat	Carolyn	Carolyn Shubat	02 Jan 16
202	1918 Linville Pass	Kamphues	Mikel	Mike Kamphues	
203	1912 Linville Pass	Ratkovich	Sarah	3 visits - no answer	
204	1826 Linville Pass	Gerhardstein	Aaron Kristin	Kristin Gerhardstein	1/2/16
205	1820 Linville Pass	Lehman	Beth	Beth Lehman	1/2/16
206	1814 Linville Pass	Binkley	Tyler	Tyler Binkley	1/2/16

AFFIDAVIT OF ANDREW S. WILLIAMS

I, Andrew S. Williams, affirm and state under the penalties for perjury that:

1. I am under no physical or mental incapacity, and I am competent to testify as to the facts set forth in this affidavit.
2. I am over the age of eighteen (18).
3. The facts in this Affidavit are known to me to be true based on my personal knowledge and if called to testify as a witness, I would so testify as to these facts.
4. The attached document contains signatures of homeowners in the Perry Lake Estates subdivision, in Allen County, State of Indiana ("Homeowner").
5. Each Homeowner whose signature appears on the attached document did voluntarily sign the document while in my presence.
6. Prior to signing the document, each Homeowner was given a copy of the Covenants referenced therein and an opportunity to ask any questions regarding the Covenants.

FURTHER AFFIANT SAITH NAUGHT.

I affirm under the pains and penalties of perjury that the above and foregoing representations are true to the best of my knowledge and belief.

April 22, 2016
Date

Andrew S. Williams
Andrew S. Williams

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Subscribed and sworn to before me, a notary public, in and for said county and state personally appeared Andrew S. Williams and executed the above document as a voluntary act and deed this 2nd day of April, 2016.

Janice K. Tomlinson
JANICE K. TOMLINSON Notary Public

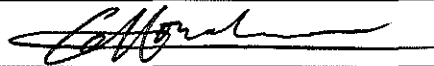
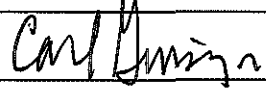
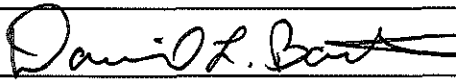
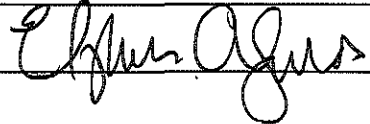
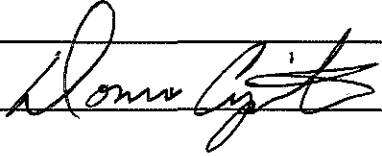
County of Residence: DEKALB

My Commission Expires: 9/11/22

This Instrument Prepared by:
Andrew S. Williams, Attorney # 23797-02
HUNT SUEDHOFF KALAMAROS, LLP
900 Courtside Building, 803 South Calhoun Street, Fort Wayne, Indiana 46802

Answer - 30

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment and Consolidation of the Declaration of Covenants, Conditions and Restrictions for Perry Lake Estates" (the "Revised Covenants"), and I have read and understand the Revised Covenants. As evidenced by my signature, I vote to adopt the Revised Covenants and to be bound by the terms and conditions of the Revised Covenants.

Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
16	908 Lake Hill Ct.	Mouchaham	George		2/13/16
17	916 Lake Hill Ct.	Reyes	Carlos O		
18	924 Lake Hill Ct.	Guisinger	Carl		2/13/16
19	925 Lake Hill Ct.	Nelson	Keith		
20	917 Lake Hill Ct.	Barton	David		2/13/16
21	909 Lake Hill Ct.	Conley	Tim		
22	918 Perry Woods Cove	Fields	Gregory		2-13-16
23	926 Perry Woods Cove	Chambers	Dale		
24	934 Perry Woods Cove	Harper	Scott		
25	935 Perry Woods Cove	Capito	Dominic		2-13-16
26	927 Perry Woods Cove	Mullins	Scott		
27	919 Perry Woods Cove	Marts	Brian		
28	911 Perry Woods Cove	Louth	Randal		
29	13414 Lake Hill Dr.	Cortes	Martha		
30	13420 Lake Hill Dr.	Ortiz	Louie		
31	13426 Lake Hill Dr.	Parker	Kenton		
32	13432 Lake Hill Dr.	Rios	Jesse		

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Lot	Address	Last Name	First Name	Acknowledgment (Signature)	Date
✓ 33	13435 Lake Hill Dr.	Simon	Toni		
34	13431 Lake Hill Dr.	Reed Patterson	Victoria Troy	Tim Patk	2-13-16
✓ 35	13425 Lake Hill Dr.	Hammond	Laurie		
36	13317 Lake Hill Dr.	Boles	Patrick	Patrick J. Boles	1/20/16
37	13309 Lake Hill Dr.	Welborn	andrew	AMW	1/20/16
38	13221 Lake Hill Dr.	Korn	Donald Shirley	Shirley Korn	1-20-16
63	1115 Dakota Dr.	Williams	Kim	Andrew Williams	2-13-16
64	1109 Dakota Dr.	Schumacher	Steven		
65	1033 Perry Woods Cove	Ward	Paul		
66	1021 Perry Woods Cove	Laughlin	Lola Kristina		
67	1009 Perry Woods Cove	Weber	John	John Weber	1-20-16
✓ 68	1008 Perry Woods Cove	Kinniry	Kirk		
69	1022 Perry Woods Cove	Pikel	Brian		