

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

The undersigned, being the Declarant, as such term is defined in the Primary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to and as a Part of the Dedication and Plat of Cascade Estates, a development in Allen County, Indiana, recorded in the office of the Recorder of Allen County, Indiana, on November 3, 2020, as Document No. 2020068229 ("Restrictions"), hereby amends the Restrictions pursuant to Article X, Section 2, as follows:

1. Article VI, Section 2, Purpose of Annual Assessments is hereby deleted and replaced with the following:

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively for (i) the care, preservation, supervision, improvement and maintenance of the Common Areas and of the improvements situated thereon; (ii) the payment of taxes on and insurance in connection with the Common Areas and the repair, replacement and making of additions thereto; (iii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management, supervision, maintenance and repair of, the Common Areas, including without limitation, the storm water detention basin and control structures, water quality amenities utilized as post construction best management practices to satisfy the state/federal water quality regulatory requirements, and of any existing and future recreational lakes together with any outlet and water level control structures and of the park area and improvements situated thereon, (iv) carrying out the duties of the Board as set forth in Article VIII hereafter; (v) carrying out the purposes of the Association as stated in its Articles of Incorporation; and (vi) to reimburse the Rolling Oaks Homeowner's Association, Inc. for twenty percent (20%) of the annual utility services for REMC and NIPSCO for the sewer lift station which serves both Subdivisions.

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

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

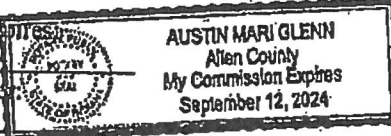
OAKMONT DEVELOPMENT CO. II, LLC

By: [Signature]
Jeffrey M. Thomas, Member

STATE OF INDIANA, COUNTY OF ALLEN) SS:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February, 2021.

My Commission Expires 9/12/24
Commission Number 141115

Austin Mari Glenn
Notary Public
resident of Allen County

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

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