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RECORDED: 01/29/2015 8:27:01 AM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

AFFIDAVIT REGARDING AMENDMENT OF
RESTRICTIVE COVENANTS OF
SEVEN OAKS, SECTION I, SEVEN OAKS, SECTION II
SEVEN OAKS, SECTION III, SEVEN OAKS, SECTION IV
SEVEN OAKS, SECTION V, SEVEN OAKS, SECTION VI
and SEVEN OAKS, SECTION VII

Jill L. Lemmon and Aaron J. Cunningham, each being first duly sworn upon their oath, depose and say that:

1. Jill L. Lemmon is the current president of the Seven Oaks Community Association, Inc., an Indiana not-for-profit corporation, *and certifies to each homeowners signature. (JL)*

2. Aaron J. Cunningham is the current secretary of the Seven Oaks Community Association, Inc., an Indiana not-for-profit corporation, *and certifies to each homeowners signature. (AJC)*

3. Seven Oaks, Section I, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section I Declaration") recorded in Plat Cabinet C, page 75 and as Document Number 95-047718, in the records of the Recorder of Allen County, Indiana, on October 17, 1995, and the lots in Seven Oaks, Section I, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section I Declaration.

4. Seven Oaks, Section II, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section II Declaration") recorded in Plat Cabinet C, page 122 and as Document Number 960053201, in the records of the Recorder of Allen County, Indiana, on September 24, 1996, and the lots in Seven Oaks, Section II, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section II Declaration.

5. Seven Oaks, Section III, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section III Declaration") recorded in Plat Cabinet C, page 181 and as Document Number 970055228, in the records of the Recorder of Allen County, Indiana, on October 2, 1997, an re-recorded in Plat Cabinet C, page 195, and as Document Number 970069212, in the records of the Recorder of Allen

AUDITION & OFFICE
Duty entered for taxation.
Subject to final
acceptance for transfer

JAN 28 2015

Terak Klutz
ALLEN COUNTY RECORDER

County, Indiana, on December 4, 1997, and the lots in Seven Oaks, Section III, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section III Declaration.

✓ 6. Seven Oaks, Section IV, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section IV Declaration") recorded in Plat Cabinet C, page 45 and as Document Number 980063566, in the records of the Recorder of Allen County, Indiana, on September 10, 1998, and the lots in Seven Oaks, Section IV, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section IV Declaration.

✓ 7. Seven Oaks, Section V, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section V Declaration") recorded in Plat Cabinet E, page 101 and as Document Number 200046957, in the records of the Recorder of Allen County, Indiana, on August 1, 2000, and the lots in Seven Oaks, Section V, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section V Declaration.

✓ 8. Seven Oaks, Section VI, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VI Declaration") recorded in Plat Cabinet E, page 117 and as Document Number 202068721, in the records of the Recorder of Allen County, Indiana, on August 29, 2002, and the lots in Seven Oaks, Section VI, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VI Declaration.

✓ 9. Seven Oaks, Section VII, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VII Declaration") recorded in Plat Cabinet E, page 118 and as Document Number 202069083, in the records of the Recorder of Allen County, Indiana, on August 30, 2002, and the lots in Seven Oaks, Section VII, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VII Declaration.

10. The Seven Oaks Section I Declaration, the Seven Oaks, Section II Declaration, the Seven Oaks, Section III Declaration, the Seven Oaks, Section IV Declaration, the Seven Oaks, Section V Declaration, the Seven Oaks, Section VI Declaration, and the Seven Oaks, Section VII Declaration provide in relevant part that at any time by the agreement of at least seventy-five percent (75%) of the then owners of lots (as the word "Lot" is defined in paragraph 1 of the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration), any or all of the protective (restrictive) covenants set forth in the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration may be changed or abolished.


11. At least seventy-five percent (75%) of the current owners of lots (as the word "Lot" is defined in paragraph 1 of the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration) have agreed in writing to amend and supplement the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration in the manner set forth on Exhibit A attached hereto, incorporated herein, and made a part hereof.

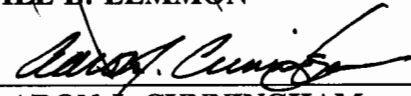
12. The Seven Oaks Section I, Seven Oaks Section II, Seven Oaks Section III, Seven Oaks Section IV, Seven Oaks Section V, Seven Oaks Section VI, and Seven Oaks Section VII plats are accordingly amended and supplemented in the manner set forth at Exhibit A attached hereto, incorporated herein, and made a part hereof.

13. On January 26, 2015, the Fort Wayne Plan Commission approved the amendment of restrictive covenants of Seven Oaks Section I, Seven Oaks Section II, Seven Oaks Section III, Seven Oaks Section IV, Seven Oaks Section V, Seven Oaks Section VI and Seven Oaks Section VII. A copy of the Fort Wayne Plan Commission's Findings of Fact documenting the approval is attached hereto as Exhibit B.

Cross Reference: Plat Cabinet C, page 75 and Document No. 95-047718;
Plat Cabinet C, page 11 and Document No. 960053201;
Plat Cabinet C, page 195 and Document No. 970069212;
Plat Cabinet D, page 45 and Document No. 980063566;
Plat Cabinet E, page 101 and Document No. 200046957;
Plat Cabinet E, page 117 and Document No. 202068721; and
Plat Cabinet E, page 118 and Document No. 202069083.

Dated: January 27, 2015



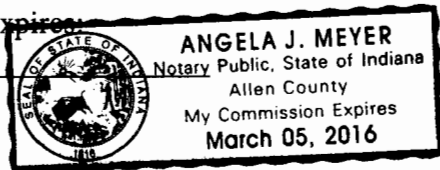
JILL L. LEMMON


AARON J. CUNNINGHAM

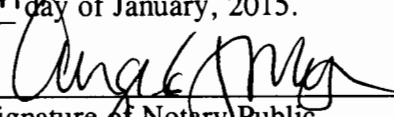
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jill L. Lemmon and Aaron J. Cunningham, the President and Secretary of the Seven Oaks Community Association, Inc. and acknowledged execution of the above and foregoing this 27th day of January, 2015.

My Commission Expires:



Resident of:

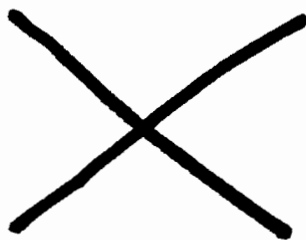


Signature of Notary Public

Printed Name of Notary Public

This instrument prepared by **CHARLES J. HEINY**, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

Exhibit A



**AMENDMENT OF DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS
APPENDED TO THE PLAT OF SEVEN OAKS, SECTION I**

This Amendment ("Amendment") is made effective (the "Effective Date") as of the date of the first recording of this Amendment in the records of the Recorder of Allen County, Indiana.

PRELIMINARY STATEMENT:

1. Seven Oaks, Section I, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section I Declaration") recorded in Plat Cabinet C, Page 75, and as Document Number 95-047718 in the records of the Recorder of Allen County, Indiana, on October 17, 1995, and the lots in Seven Oaks, Section I, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section I Declaration.

2. Seven Oaks, Section II, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section II Declaration") recorded in Plat Cabinet C, Page 122, and as Document Number 960053201, in the records of the Recorder of Allen County, Indiana, on September 24, 1996, and the lots in Seven Oaks, Section II, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section II Declaration.

3. Seven Oaks, Section III, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section III Declaration") recorded in Plat Cabinet C, Page 181, and as Document Number 970055228, in the records of the Recorder of Allen County, Indiana, on October 2, 1997, and re-recorded in Plat Cabinet C, page 195, and as Document Number 970069212, in the records of the Recorder of Allen County, Indiana, on December 4, 1997, and the lots in Seven Oaks, Section III, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section III Declaration.

4. Seven Oaks, Section IV, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section IV Declaration") recorded in Plat Cabinet D, Page 45, and as Document Number 980063566, in the records of the Recorder of Allen County, Indiana, on September 10, 1998, and the lots in Seven Oaks, Section IV, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section IV Declaration.

5. Seven Oaks, Section V, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section V Declaration") recorded in Plat Cabinet E, Page 101, and as Document Number 200046957, in the records of the Recorder of Allen County, Indiana, on August 1, 2000, and the lots in Seven Oaks, Section V, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section V Declaration.

6. Seven Oaks, Section VI, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VI Declaration") recorded in Plat Cabinet E, Page 117, and as Document Number 202068721, in the records of the Recorder of Allen County, Indiana, on August 29, 2002, and the lots in Seven Oaks, Section VI, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VI Declaration.

7. Seven Oaks, Section VII, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VII Declaration") recorded in Plat Cabinet E, Page 118, and as Document Number 202069083, in the records of the Recorder of Allen County, Indiana, on August 30, 2002, and the lots in Seven Oaks, Section VII, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VII Declaration.

8. The Seven Oaks, Section I, Plat provides in relevant part that at any time by the agreement of at least seventy-five percent (75%) of the then owners of Lots (as the word "Lot" is defined in paragraph 1.9 of the Seven Oaks Section I Declaration), any or all of the protective (restrictive) covenants set forth in the Seven Oaks Section I Declaration may be changed or abolished.

9. The undersigned, who is an owner of a lot (as the word "lot" is defined in paragraph 1.9 of the Seven Oaks, Section I, Plat) in Seven Oaks, Section I, hereby agrees to amend and supplement the Seven Oaks Section I Declaration in the manner set forth herein.

AGREEMENT:

1. The preliminary statements set forth above and the Exhibits attached hereto are incorporated into and made a part of this Amendment. Capitalized terms not defined in this Amendment shall have the meaning assigned to such terms in Exhibit 1 hereto. The Seven Oaks Section I Declaration is hereby amended and supplemented to include the terms of and as provided in this Amendment.

2. A new Section 11 is added to the end of the existing Declaration, which Section 11 shall be as follows:

Section 11. Owner-Occupancy/Leasing.

(a) Believing that it is in the best interest of all Owners that those residing in Seven Oaks Addition have similar proprietary (property) interests in their Homes and be Owners, and in order to preserve high standards of maintenance and care, attain a low turnover of occupants, and realize other benefits that are believed to accrue from owner-occupancy, it is agreed that no Home shall be a Nonowner-Occupied Home unless the Board of Directors, in its discretion, approves a Home to be a Nonowner-Occupied Home.

(b) A Nonowner-Occupied Home shall mean (i) a Home that is rented or leased by the Owner where during the rental period (1) the Owner of the Home, or (2) the Owner's spouse, or (3) one or more of the Owner's parents or a parent of the spouse of the Owner, or (4) one or more of the children of (a) the Owner, or (b) the Owner's spouse, or (c) a spouse of one of the children of the Owner of the Owner's spouse is not a full-time occupant of the Home; or in the case of a Home owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Home during the rental period; or in the case of a Home owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Home during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation's local, regional or national unit or chapter (as determined by the Board, in its discretion) is not a full-time occupant of the Home during the rental period; and (ii) a Home that is being sold on a "Disguised Lease Land Contract" basis. A Disguised Lease Land Contract shall mean a land contract where (1) the Owner has not received in cash as a down payment at the time the land contract is entered into with the land contract buyer at least ten percent (10%) of the price at which the Home has been contracted for sale; and (2) the land contract (irrespective of the amount of consideration received by the Owner as a down payment) was not recorded within sixty (60) days after the date the land contract was entered into by the Owner and the land contract buyer.

(c) In determining whether to approve a Home to be a Nonowner-Occupied Home, the matters the Board of Directors may consider, in its discretion, shall include, but not be limited to, the following: (a) the total number of Nonowner-Occupied Homes at the time of consideration of the request; (b) the observations and opinions of the Board of Directors concerning whether homes in and/or outside Seven Oaks Addition are maintained and kept up substantially the same as owner-occupied Homes when they are rented or leased or sold under a Disguised Lease Land Contract; and (c) any other factors or circumstances which the Board of Directors believes appropriate for consideration, in its discretion; provided, however, that the Board of Directors shall not at any time consider the age, race, color, creed, religion, sex, sexual orientation, familial status, disability, national origin of the Owner that has made the request, the person(s) to whom the Home is proposed to be rented or leased or sold under a Disguised Lease Land Contract, or other person, nor may the

Board of Directors consider any matter or factor which it may not consider under applicable law. In all instances, the determination of whether a person is a full-time occupant of a Home shall be determined by the Board of Directors, in its discretion.

(d) In the event an Owner of a Home would like a Home to be approved as a Nonowner-Occupied Home, a written request (an "Application") must be made and submitted to the Board of Directors. Upon request of the Board of Directors, the Application shall be on a form prescribed by the Board of Directors from time to time and shall state in detail the reasons and basis the applicant desires to rent or lease (or to sell under a Disguised Lease Land Contract, as the case may be) the Home, the name and address of the proposed tenant/occupant and any other persons that will occupy the Home on a regular basis, and such other information as the Board of Directors may lawfully request. A copy of the written lease under which the Owner will be leasing the Home if the Application is granted by the Board of Directors (or a copy of the proposed land contract in the case of a Disguised Lease Land Contract) shall be attached to the Application. The lease (or the proposed land contract, as the case may be) shall affirmatively state in a conspicuous manner in the body of the proposed lease (or in the body of the proposed land contract, as the case may be) in all capital, underlined letters that (i) a copy of the Declaration, By-Laws, and the Rules and Regulations (including all amendments thereto) are attached to the proposed lease (or to the proposed land contract, as the case may be), and that the tenant (or land contract buyer, as the case may be) agrees to abide by such restrictions and By-Laws while the lease or contract is in force and effect, and such documents shall in fact be attached to the proposed lease (or the proposed land contract, as the case may be), and (ii) that there shall be no more than two persons (the same to include adults and minors) who make the Home their regular residence for each bedroom in the Home. The number of bedrooms in each Home shall be determined by the Board of Directors, in its judgment and discretion.

(e) Except as expressly limited herein, the Board of Directors shall have the right in its discretion to: (i) approve or disapprove any Application that a Home be authorized to be a Nonowner-Occupied Home, and (ii) make any determinations the Board of Directors deems necessary or appropriate in determining whether to approve or disapprove an Application. The Board of Directors shall not be deemed to have approved a Home to be a Nonowner-Occupied Home unless at least sixty percent (60%) of the then members of the then Board of Directors of the Association sign a written resolution of the Board of Directors approving same. The Board of Directors shall in good faith attempt to meet to begin consideration of an Application within twenty (20) days of receipt of an Application that is in the form contemplated herein, but failure on the part of the Association to take or failure to consider any Application for a Home to be Nonowner-Occupied Home, or any failure of the Association to be active, or to have a Board of Directors shall not provide any basis or grounds for contending that a Home may be leased or rented or sold under a Disguised Lease Land Contract.

(f) Notwithstanding anything in this Declaration to the contrary:

(i) the Board of Directors shall not have authority to approve a Home to be a Nonowner-Occupied Home for a lease term of less than three (3) consecutive months or more than eighteen (18) consecutive months;

(ii) the Board of Directors shall have no authority to approve a Home to be a Nonowner-Occupied Home if at that time there are already fifteen (15) Homes which are considered a Nonowner-Occupied Home at such time under this Amendment;

(iii) no written land contract entered into prior to the Effective Date shall at any time be deemed a Disguised Lease Land Contract; and

(iv) if an Owner of a Home prior to May 1, 2014, documents to the reasonable satisfaction of the Board of Directors that it entered into written agreements for the lease or rental of his/her Home and such lease was in effect a substantial part of the one year period prior to the Effective Date, then such rental or lease shall be permitted for so long as the Home is owned by the party that held fee simple title to the Home on the Effective Date (the "Grandfathered Owner") or by a transferee of such Home that is, directly or indirectly controlled by, under the common control of the Grandfathered Owner or a spouse or descendent of a person that held a documented equity ownership position in the Grandfathered Owner on the Effective Date.

(g) In the event the Board of Directors approves a request for a Home to be a Nonowner-Occupied Home, any such approval shall be: (i) of only the proposed lease (or proposed Disguised Lease Land Contract, as the case may be) that was submitted to the Board of Directors as part of the Application, and any leasing (or proposed Disguised Lease Land Contract sale, as the case may be) to any other person or entity other than the person or entity identified in the Application submitted to and approved by the Board of Directors must first be presented to the Board of Directors for consideration for approval in the manner Applications are to be considered pursuant to the Seven Oaks Section I Declaration, and (ii) be for the benefit of only the person, trust, or entity that holds fee simple title to the Home at the time the Owner of such Home delivers an Application to the Board of Directors, and any such approval to lease shall not run with the land and shall not accrue to the benefit of any person, trust, entity, successor or assign that subsequently acquires fee simple title or other interest in the Home, but it is understood that the term of the lease submitted to and approved by the Board of Directors as part of the Application shall be permitted to continue through the unextended date the lease (or land contract, as the case may be) terminates by its terms as established in the lease submitted as part of the Application (which lease termination date shall not be more than eighteen (18) months from lease commencement) notwithstanding any transfer of ownership of the Home. Any renewal or extension of a lease shall require submission of a new Application.

3. Section 7 of the Seven Oaks Section I Declaration is deleted in its entirety and restated to the following:

Section 7. Attorney Fees and Related Expenses. In the event the Association is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the Association as the successful party shall be entitled to recover from the Owner against whom the action was brought the reasonable attorney fees, legal costs and expenses incurred in such proceeding.

4. Miscellaneous.

(a) The Seven Oaks Section I Declaration shall remain in full force and effect, except as amended and modified by this Amendment. This Amendment shall control over any inconsistent or different provisions in the Seven Oaks Section I Declaration prior to this Amendment.

(b) All notices or requests made under or pursuant to the terms of the Seven Oaks Section I Declaration (including this Amendment) shall be in writing and shall be deemed to have been given when personally delivered in writing or when delivered by the United States mail, certified or registered mail, to, in the case of the Association, the then registered agent of the Seven Oaks Community Association, Inc., and in the case of a Home, to the record Owner as shown in the records of the Recorder of Allen County, Indiana.

(c) The Seven Oaks Section I Declaration as amended herein and the restrictions, covenants, agreements, and other terms thereof as amended herein shall run with and be binding on each Lot commencing on the Effective Date, and shall expire ten (10) years after the Effective Date, at which time they shall be automatically extended and renewed without further action for successive periods of ten (10) years each, unless by written agreement signed by not less than sixty percent (60%) of the then Owners of the Lots in the Seven Oaks Addition, it is agreed to change the Seven Oaks Section I Declaration in whole or in part, or to terminate the same. The first sentence of Section 6.26.1 of the Seven Oaks Section I Declaration is deleted.

(d) The Association and any Owner of a Lot in the Seven Oaks Addition shall each have the right to enforce, by any proceeding at law or in equity or both, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Seven Oaks Section I Declaration as in effect from time to time. Failure by the Association, or by any Owner to enforce any covenant or restriction or other provision of the Seven Oaks Section I Declaration as in effect from time to time shall in no event be deemed a waiver of the right to do so thereafter. Should any one or more of the provisions of the Seven Oaks Section I Declaration be adjudged by a court or otherwise determined to be deemed invalid or unenforceable, such invalidation or other determination shall in no way affect any other provision of the Seven Oaks Section I Declaration, all of which other provisions shall remain in full force and effect. The Association shall not be liable for damages, cost or expense of any kind to any person or entity for failing to enforce or carry out the provisions of the Association.

(e) It is acknowledged that at the date of the adoption of this Amendment, the Seven Oaks Community Association, Inc. has been duly organized and is validly existing as an Indiana not-for-profit corporation under the laws of the State of Indiana. The duly elected directors and officers of the Association at this time are as set forth at Exhibit 2 and the acts of the Association and its officers and directors prior to this date are hereby ratified, confirmed and approved.

(f) The directors and officers of the Association shall not be liable to an Owner or any other persons or entities for any error or mistake of judgment exercised in carrying out their duties and responsibilities as directors and officers, except for their own individual willful or wanton misconduct, or gross negligence; nor shall any such directors and officers have any liability for any negligent performance of their duties from which they are granted immunity under IND. CODE § 34-30-4-2. The Association shall


indemnify, defend and hold harmless each of its past, present, and future directors and officers to the maximum extent permitted by applicable law.

(g) The Seven Oaks Section I Declaration (including as modified by this Amendment) may be modified, altered, amended or rescinded in whole or in part by an instrument that is signed by not less than 60% of the Owners of Lots in the Seven Oaks Addition and then recorded in the records of the Recorder of Allen County, Indiana. Any such written modification or amendment or rescission that is so executed and recorded shall not be effective prior to the same being recorded and, if required by applicable law, approval by the Plan Commission of other governmental unit whose approval is required. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same Amendment and shall become effective as to Seven Oaks Addition, Section I, when one or more counterparts have been signed by at least seventy-five percent (75%) of the Owners of Lots (as defined in paragraph 1.9 of the Seven Oaks Section I Declaration) in Seven Oaks Addition, Section I, and such document or a notice or certificate that addresses the adoption of this Amendment is recorded in the records of the Recorder of Allen County, Indiana, it being understood that all parties need not sign the same counterpart.

{Remainder of Page Intentionally Left Blank}

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Sheila M. Curry f/k/a Sheila M. Handlin
Date signed: 9-25-14

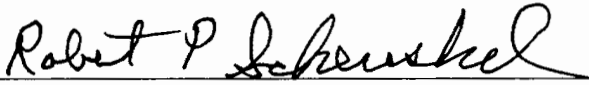
Property Address: 3030 Shady Hollow Place
Fort Wayne, Indiana 46818

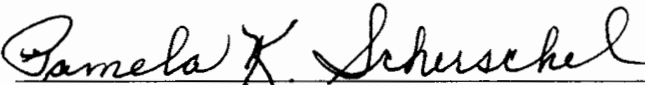
Lot Number: 2

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Robert P. Scherschel
Date signed: 9.25-14


Pamela K. Scherschel
Date signed: 9-25-14

Property Address: 3024 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 3

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Deceased

Daniel M. Chitwood

Date signed: _____

Kim Chitwood

Kimberly R. Chitwood

Date signed: 5-8-14


Property Address: 3018 Shady hollow Place
Fort Wayne, Indiana 46818

Lot Number: 4

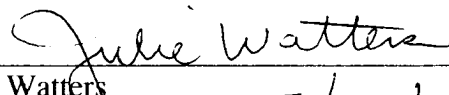
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By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Timothy E. Watters
Date signed: 5/18/2014



Julie Watters
Date signed: 5/30/14

Property Address: 3012 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 5

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Robert Trumbull

Date signed:

11-1-2014

Diana Trumbull

Date signed:

11-1-2014

Property Address:

3006 Shady Hollow Place
Fort Wayne, Indiana 46818

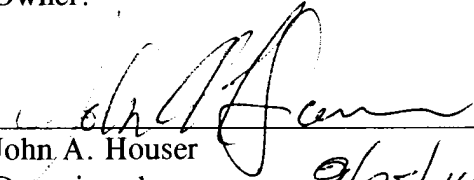
Lot Number:

6

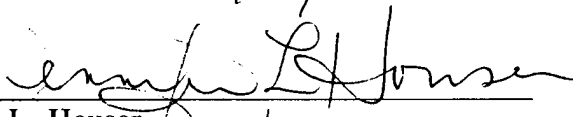
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



John A. Houser
Date signed: 9/25/14



Jennifer L. Houser
Date signed: 9/26/14

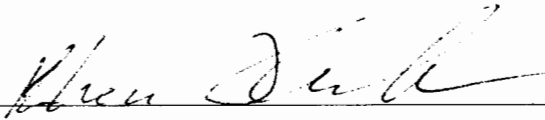
Property Address: 2928 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 7


This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Date signed: 11.1.2014



Date signed: 11.1.2014

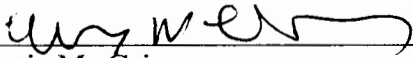
Property Address: 2912 SHASTHOLLOW
Fort Wayne, Indiana 46818

Lot Number: 9

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Curtis M. Grimes
Date signed: 5-11-14

Stephanie M. Grimes
Date signed: 5-11-14

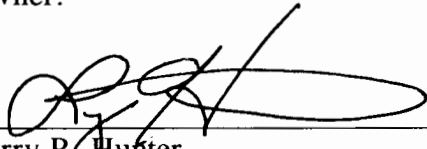
Property Address: 2904 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 10

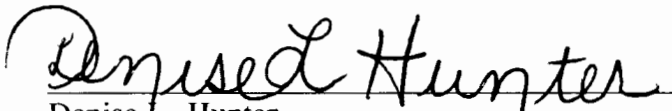
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Larry R. Hunter
Date signed: 5-12-14



Denise L. Hunter
Date signed: 5-12-14

Property Address: 2832 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 11

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

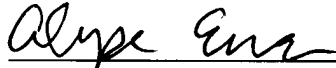
Owner:



Nathan A. Engquist

Date signed:

9/6/2014



Alyse M. Engquist

Date signed:

9-6-14

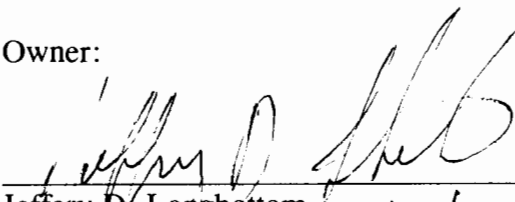
Property Address: 2826 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 12

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Jeffery D. Longbottom

Date signed: 5/27/14


Susan D. Longbottom

Date signed: _____

Property Address: 2820 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 13

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Nancy L. Doster
Nancy L. Doster

Date signed: _____

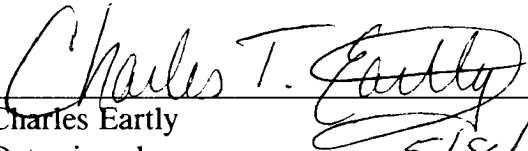
Property Address: 2814 Shady Hollow Place
Fort Wayne, Indiana 46818

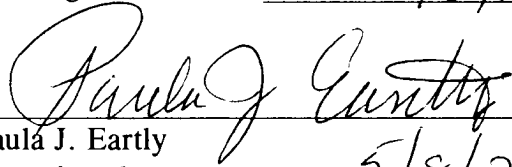
Lot Number: 14

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Charles Eartly
Date signed: 5/8/2014


Paula J. Eartly
Date signed: 5/8/2014

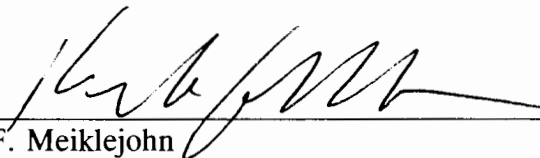
Property Address: 2808 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 15

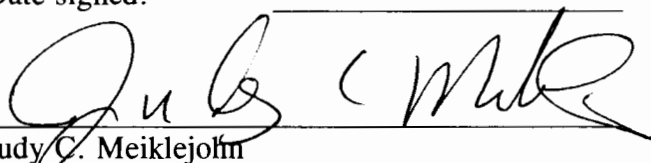
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Kirk F. Meiklejohn

Date signed: _____


Judy C. Meiklejohn

Date signed: _____

Property Address: 2809 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 18

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

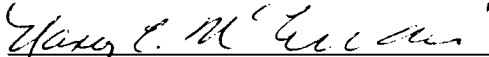
Owner:



Blane R. McElwain

Date signed:

10/8/14



Nancy E. McElwain

Date signed:

Property Address: 2817 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 19

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

out of the country

Dave Martinez

Date signed: _____

Sue E Huber

Sue Huber

Date signed: 10/5/14

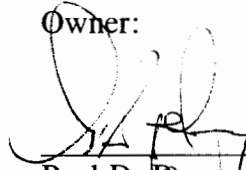
Property Address: 2829 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 20

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Paul D. Berry

Date signed: _____

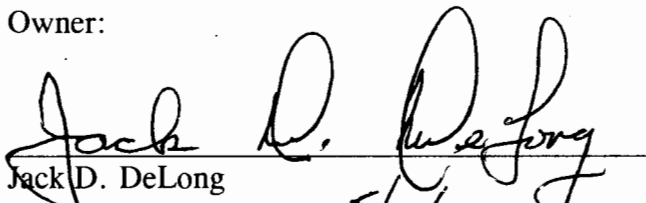
Property Address: 2919 Shady Hollow Place
Fort Wayne, Indiana 46818

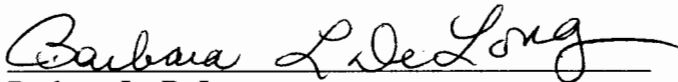
Lot Number: 22

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Jack D. DeLong
Date signed: 5/3/14


Barbara L. DeLong
Date signed: 5-8-14

Property Address: 10520 Sun Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 23

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Divorced

Jonathan S. Kern
Date signed: _____

Stacy Kern
Stacy L. Kern
Date signed: 9/16/14

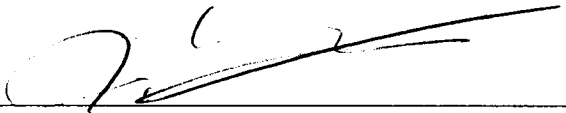
Property Address: 10428 Sun Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 24

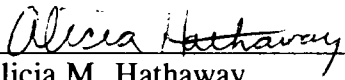
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Jason R. Hathaway
Date signed: 5-10-14



Alicia M. Hathaway
Date signed: 5/10/14

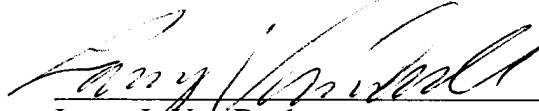
Property Address: 10420 Sun Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 25

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Larry J. Van Daele
Date signed: 9/25/14

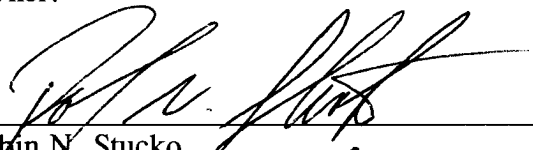
Property Address: 10412 Sun Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 26

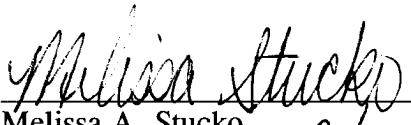
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Robin N. Stucko
Date signed: 9-25-14



Melissa A. Stucko
Date signed: 9/25/14

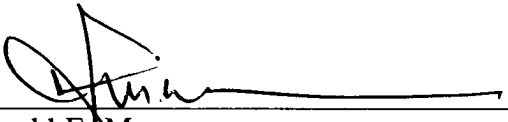
Property Address: 10401 Sun Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 27

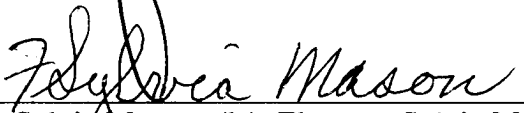
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Donald F. Mason
Date signed: 7-10-2014



F. Sylvia Mason a/k/a Florence Sylvia Mason
Date signed: 7-10-2014

Property Address: 10409 Sun Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 28

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Kayleen M. Greener
Kayleen M. Greener
Date signed: 5/17/14

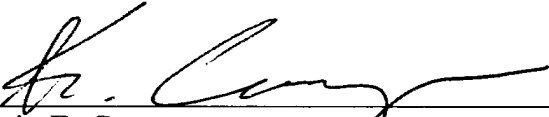
Property Address: 10417 Sun Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 29

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Kevin E. Cogar
Date signed: 9-25-14

Property Address: 10519 Sun Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 32

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Shawn W. Hunter

Date signed:

9/25/14



Rachel M. Hunter

Date signed:

9-25-14

Property Address: 10533 Sun Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 33

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Ryan Taylor
Ryan N. Taylor
Date signed: 5-7-14

Elizabeth K. Taylor
Elizabeth K. Taylor
Date signed: 5-7-14

Property Address: 3021 Shady Hollow Place
Fort Wayne, Indiana 46818

Lot Number: 34

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Ruth Ann Koester
Ruth Ann Koester
Date signed: May 7, 2014

Property Address: 10522 Cherry Creek Rd.
Fort Wayne, Indiana 46818

Lot Number: 35

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

James M. Morris
James M. Morris
Date signed: May 21, 2014

Becky J. Morris
Becky J. Morris
Date signed: 5/21/14

Property Address: 10506 Cherry Creek Rd.
Fort Wayne, Indiana 46818

Lot Number: 37

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Ronald Dean
Ronald Dean
Date signed: 10/28/14

Alice Marie Dean
Alice Marie Dean
Date signed: 10/28/14

Property Address: 10418 Cherry Creek Road
Fort Wayne, Indiana 46818

Lot Number: 40

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Rebecca D. Powers

Rebecca D. Powers

Date signed:

May 7, 2014

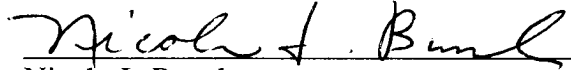
Property Address: 10410 Cherry Creek Road
Fort Wayne, Indiana 46818

Lot Number: 41

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Nicole J. Bunch

Date signed:

10/10/2014

Property Address: 10409 Cherry Creek Road
Fort Wayne, Indiana 46818

Lot Number: 42

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

NICOLE NOLAN

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Andrew Pollock
Andrew S. Pollock
Date signed: 5-7-14

Kathy Pollock
Kathy J. Pollock
Date signed: 5-7-14

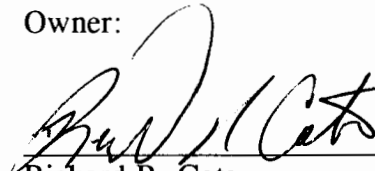
Property Address: 10417 Cherry Creek Rd.
Fort Wayne, Indiana 46818

Lot Number: 43

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Richard R. Cota
Date signed: 10-10-14

Deborah E. Cota

Date signed: _____


Property Address: 10425 Cherry Creek Rd
Fort Wayne, Indiana 46818

Lot Number: 44

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


James S. Osterman

Date signed:

May 7, 2014

Property Address: 10433 Cherry Creek Rd.
Fort Wayne, Indiana 46818

Lot Number: 45

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Tina Giang
Date signed: 11/03/14

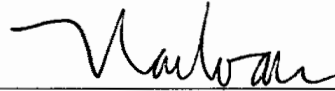
Property Address: 10511 Cherry Creek Rd.
Fort Wayne, Indiana 46818

Lot Number: 47

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Loan Phan

Date signed:

10 - 15 - 2014

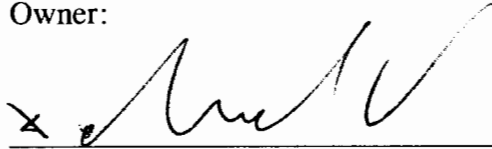
Property Address: 10519 Cherry Creek Rd.
Fort Wayne, Indiana 46818

Lot Number: 48

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

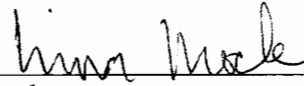
Owner:



Virgil Mocle

Date signed:

10/15/2014



Nina Mocle

Date signed:

10/15/2014

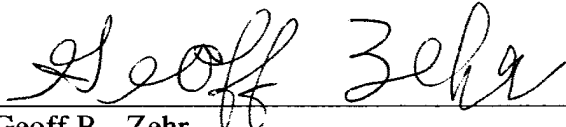
Property Address: 10527 Cherry Creek Rd.
Fort Wayne, Indiana 46818

Lot Number: 49

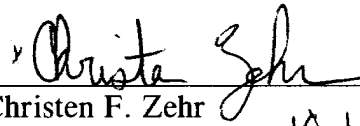
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Geoff B. Zehr
Date signed: 11/3/14



Christen F. Zehr
Date signed: 10-15-2014

Property Address: 10615 Cherry Creek Rd.
Fort Wayne, Indiana 46818

Lot Number: 51

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

Exhibit 1

DEFINITIONS

1. Articles. The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.
2. Association. The Seven Oaks Community Association, Inc., an Indiana non-profit corporation, and its successors and assigns.
3. Board of Directors. The duly elected board of directors of the Association.
4. Bylaws. The Bylaws adopted by Seven Oaks Community Association, Inc., and all amendments to those Bylaws.
5. Committee. The Architectural Control Committee established under Section 5 of the Covenants.
6. Common Area. All real property owned by the Association for the common use and enjoyment of Owners.
7. Covenants. This document and the restrictions, limitations and covenants imposed under it.
8. Dwelling Unit. The structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.
9. Home. The single-family residential structure and related improvements constructed and located upon a Lot, including the garage and any appurtenances.
10. Lot, and in plural form, Lots. Any of the platted lots in the Plat or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 65 feet in width as the established front building line as shown on the Plat.
11. Owner, an in the plural form, Owners. The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in any Lot merely as security for the performance of an obligation.
12. Plan Commission. The Allen County Plan Commission, or its successor agency.
13. Plat. The recorded secondary plat of Seven Oaks.
14. Seven Oaks Addition shall mean and refer to the name by which the real estate which is the subject of the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration.

Exhibit 2

DIRECTORS

<u>NAME</u>	<u>POSITION</u>	<u>DIRECTOR TERM EXPIRES</u>
Jill Lemmon	President	12/31/2014
Angie Meyer	Vice President	12/31/2014
Jami Thomas	Secretary	12/31/2014
Charlie McNeill	Treasurer	12/31/2014
Scott Ellison	Maintenance	12/31/2014
Frank VanAllen	Architectural Control	12/31/2014
Chris Meihls	Liaison Officer	12/31/2014
Aaron Cunningham	Board Member	12/31/2014

**AMENDMENT OF DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS
APPENDED TO THE PLAT OF SEVEN OAKS, SECTION II**

This Amendment ("Amendment") is made effective (the "Effective Date") as of the date of the first recording of this Amendment in the records of the Recorder of Allen County, Indiana.

PRELIMINARY STATEMENT:

1. Seven Oaks, Section I, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section I Declaration") recorded in Plat Cabinet C, Page 75, and as Document Number 95-047718 in the records of the Recorder of Allen County, Indiana, on October 17, 1995, and the lots in Seven Oaks, Section I, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section I Declaration.

2. Seven Oaks, Section II, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section II Declaration") recorded in Plat Cabinet C, Page 122, and as Document Number 960053201, in the records of the Recorder of Allen County, Indiana, on September 24, 1996, and the lots in Seven Oaks, Section II, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section II Declaration.

3. Seven Oaks, Section III, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section III Declaration") recorded in Plat Cabinet C, Page 181, and as Document Number 970055228, in the records of the Recorder of Allen County, Indiana, on October 2, 1997, and re-recorded in Plat Cabinet C, page 195, and as Document Number 970069212, in the records of the Recorder of Allen County, Indiana, on December 4, 1997, and the lots in Seven Oaks, Section III, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section III Declaration.

4. Seven Oaks, Section IV, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section IV Declaration") recorded in Plat Cabinet D, Page 45, and as Document Number 980063566, in the records of the Recorder of Allen County, Indiana, on September 10, 1998, and the lots in Seven Oaks, Section IV, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section IV Declaration.

5. Seven Oaks, Section V, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section V Declaration") recorded in Plat Cabinet E, Page 101, and as Document Number 200046957, in the records of the Recorder of Allen County, Indiana, on August 1, 2000, and the lots in Seven Oaks, Section V, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section V Declaration.

6. Seven Oaks, Section VI, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VI Declaration") recorded in Plat Cabinet E, Page 117, and as Document Number 202068721, in the records of the Recorder of Allen County, Indiana, on August 29, 2002, and the lots in Seven Oaks, Section VI, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VI Declaration.

7. Seven Oaks, Section VII, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VII Declaration") recorded in Plat Cabinet E, Page 118, and as Document Number 202069083, in the records of the Recorder of Allen County, Indiana, on August 30, 2002, and the lots in Seven Oaks, Section VII, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VII Declaration.

8. The Seven Oaks, Section II, Plat provides in relevant part that at any time by the agreement of at least seventy-five percent (75%) of the then owners of Lots (as the word "Lot" is defined in paragraph 1.9 of the Seven Oaks Section II Declaration), any or all of the protective (restrictive) covenants set forth in the Seven Oaks Section I Declaration may be changed or abolished.

9. The undersigned, who is an owner of a lot (as the word "lot" is defined in paragraph 1.9 of the Seven Oaks, Section II, Plat) in Seven Oaks, Section II, hereby agrees to amend and supplement the Seven Oaks Section II Declaration in the manner set forth herein.

AGREEMENT:

1. The preliminary statements set forth above and the Exhibits attached hereto are incorporated into and made a part of this Amendment. Capitalized terms not defined in this Amendment shall have the meaning assigned to such terms in Exhibit 1 hereto. The Seven Oaks Section II Declaration is hereby amended and supplemented to include the terms of and as provided in this Amendment.

2. A new Section 11 is added to the end of the existing Declaration, which Section 11 shall be as follows:

Section 11. Owner-Occupancy/Leasing.

(a) Believing that it is in the best interest of all Owners that those residing in Seven Oaks Addition have similar proprietary (property) interests in their Homes and be Owners, and in order to preserve high standards of maintenance and care, attain a low turnover of occupants, and realize other benefits that are believed to accrue from owner-occupancy, it is agreed that no Home shall be a Nonowner-Occupied Home unless the Board of Directors, in its discretion, approves a Home to be a Nonowner-Occupied Home.

(b) A Nonowner-Occupied Home shall mean (i) a Home that is rented or leased by the Owner where during the rental period (1) the Owner of the Home, or (2) the Owner's spouse, or (3) one or more of the Owner's parents or a parent of the spouse of the Owner, or (4) one or more of the children of (a) the Owner, or (b) the Owner's spouse, or (c) a spouse of one of the children of the Owner of the Owner's spouse is not a full-time occupant of the Home; or in the case of a Home owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Home during the rental period; or in the case of a Home owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Home during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation's local, regional or national unit or chapter (as determined by the Board, in its discretion) is not a full-time occupant of the Home during the rental period; and (ii) a Home that is being sold on a "Disguised Lease Land Contract" basis. A Disguised Lease Land Contract shall mean a land contract where (1) the Owner has not received in cash as a down payment at the time the land contract is entered into with the land contract buyer at least ten percent (10%) of the price at which the Home has been contracted for sale; and (2) the land contract (irrespective of the amount of consideration received by the Owner as a down payment) was not recorded within sixty (60) days after the date the land contract was entered into by the Owner and the land contract buyer.

(c) In determining whether to approve a Home to be a Nonowner-Occupied Home, the matters the Board of Directors may consider, in its discretion, shall include, but not be limited to, the following: (a) the total number of Nonowner-Occupied Homes at the time of consideration of the request; (b) the observations and opinions of the Board of Directors concerning whether homes in and/or outside Seven Oaks Addition are maintained and kept up substantially the same as owner-occupied Homes when they are rented or leased or sold under a Disguised Lease Land Contract; and (c) any other factors or circumstances which the Board of Directors believes appropriate for consideration, in its discretion; provided, however, that the Board of Directors shall not at any time consider the age, race, color, creed, religion, sex, sexual orientation, familial status, disability, national origin of the Owner that has made the request, the person(s) to whom the Home is proposed to be rented or leased or sold under a Disguised Lease Land Contract, or other person, nor may the

Board of Directors consider any matter or factor which it may not consider under applicable law. In all instances, the determination of whether a person is a full-time occupant of a Home shall be determined by the Board of Directors, in its discretion.

(d) In the event an Owner of a Home would like a Home to be approved as a Nonowner-Occupied Home, a written request (an "Application") must be made and submitted to the Board of Directors. Upon request of the Board of Directors, the Application shall be on a form prescribed by the Board of Directors from time to time and shall state in detail the reasons and basis the applicant desires to rent or lease (or to sell under a Disguised Lease Land Contract, as the case may be) the Home, the name and address of the proposed tenant/occupant and any other persons that will occupy the Home on a regular basis, and such other information as the Board of Directors may lawfully request. A copy of the written lease under which the Owner will be leasing the Home if the Application is granted by the Board of Directors (or a copy of the proposed land contract in the case of a Disguised Lease Land Contract) shall be attached to the Application. The lease (or the proposed land contract, as the case may be) shall affirmatively state in a conspicuous manner in the body of the proposed lease (or in the body of the proposed land contract, as the case may be) in all capital, underlined letters that (i) a copy of the Declaration, By-Laws, and the Rules and Regulations (including all amendments thereto) are attached to the proposed lease (or to the proposed land contract, as the case may be), and that the tenant (or land contract buyer, as the case may be) agrees to abide by such restrictions and By-Laws while the lease or contract is in force and effect, and such documents shall in fact be attached to the proposed lease (or the proposed land contract, as the case may be), and (ii) that there shall be no more than two persons (the same to include adults and minors) who make the Home their regular residence for each bedroom in the Home. The number of bedrooms in each Home shall be determined by the Board of Directors, in its judgment and discretion.

(e) Except as expressly limited herein, the Board of Directors shall have the right in its discretion to: (i) approve or disapprove any Application that a Home be authorized to be a Nonowner-Occupied Home, and (ii) make any determinations the Board of Directors deems necessary or appropriate in determining whether to approve or disapprove an Application. The Board of Directors shall not be deemed to have approved a Home to be a Nonowner-Occupied Home unless at least sixty percent (60%) of the then members of the then Board of Directors of the Association sign a written resolution of the Board of Directors approving same. The Board of Directors shall in good faith attempt to meet to begin consideration of an Application within twenty (20) days of receipt of an Application that is in the form contemplated herein, but failure on the part of the Association to take or failure to consider any Application for a Home to be Nonowner-Occupied Home, or any failure of the Association to be active, or to have a Board of Directors shall not provide any basis or grounds for contending that a Home may be leased or rented or sold under a Disguised Lease Land Contract.

(f) Notwithstanding anything in this Declaration to the contrary:

(i) the Board of Directors shall not have authority to approve a Home to be a Nonowner-Occupied Home for a lease term of less than three (3) consecutive months or more than eighteen (18) consecutive months;

(ii) the Board of Directors shall have no authority to approve a Home to be a Nonowner-Occupied Home if at that time there are already fifteen (15) Homes which are considered a Nonowner-Occupied Home at such time under this Amendment;

(iii) no written land contract entered into prior to the Effective Date shall at any time be deemed a Disguised Lease Land Contract; and

(iv) if an Owner of a Home prior to May 1, 2014, documents to the reasonable satisfaction of the Board of Directors that it entered into written agreements for the lease or rental of his/her Home and such lease was in effect a substantial part of the one year period prior to the Effective Date, then such rental or lease shall be permitted for so long as the Home is owned by the party that held fee simple title to the Home on the Effective Date (the "Grandfathered Owner") or by a transferee of such Home that is, directly or indirectly controlled by, under the common control of the Grandfathered Owner or a spouse or descendent of a person that held a documented equity ownership position in the Grandfathered Owner on the Effective Date.

(g) In the event the Board of Directors approves a request for a Home to be a Nonowner-Occupied Home, any such approval shall be: (i) of only the proposed lease (or proposed Disguised Lease Land Contract, as the case may be) that was submitted to the Board of Directors as part of the Application, and any leasing (or proposed Disguised Lease Land Contract sale, as the case may be) to any other person or entity other than the person or entity identified in the Application submitted to and approved by the Board of Directors must first be presented to the Board of Directors for consideration for approval in the manner Applications are to be considered pursuant to the Seven Oaks Section II Declaration, and (ii) be for the benefit of only the person, trust, or entity that holds fee simple title to the Home at the time the Owner of such Home delivers an Application to the Board of Directors, and any such approval to lease shall not run with the land and shall not accrue to the benefit of any person, trust, entity, successor or assign that subsequently acquires fee simple title or other interest in the Home, but it is understood that the term of the lease submitted to and approved by the Board of Directors as part of the Application shall be permitted to continue through the unextended date the lease (or land contract, as the case may be) terminates by its terms as established in the lease submitted as part of the Application (which lease termination date shall not be more than eighteen (18) months from lease commencement) notwithstanding any transfer of ownership of the Home. Any renewal or extension of a lease shall require submission of a new Application.

3. Section 7 of the Seven Oaks Section II Declaration is deleted in its entirety and restated to the following:

Section 7. Attorney Fees and Related Expenses. In the event the Association is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the Association as the successful party shall be entitled to recover from the Owner against whom the action was brought the reasonable attorney fees, legal costs and expenses incurred in such proceeding.

4. Miscellaneous.

(a) The Seven Oaks Section II Declaration shall remain in full force and effect, except as amended and modified by this Amendment. This Amendment shall control over any inconsistent or different provisions in the Seven Oaks Section II Declaration prior to this Amendment.

(b) All notices or requests made under or pursuant to the terms of the Seven Oaks Section II Declaration (including this Amendment) shall be in writing and shall be deemed to have been given when personally delivered in writing or when delivered by the United States mail, certified or registered mail, to, in the case of the Association, the then registered agent of the Seven Oaks Community Association, Inc., and in the case of a Home, to the record Owner as shown in the records of the Recorder of Allen County, Indiana.

(c) The Seven Oaks Section II Declaration as amended herein and the restrictions, covenants, agreements, and other terms thereof as amended herein shall run with and be binding on each Lot commencing on the Effective Date, and shall expire ten (10) years after the Effective Date, at which time they shall be automatically extended and renewed without further action for successive periods of ten (10) years each, unless by written agreement signed by not less than sixty percent (60%) of the then Owners of the Lots in the Seven Oaks Addition, it is agreed to change the Seven Oaks Section II Declaration in whole or in part, or to terminate the same. The first sentence of Section 6.26.1 of the Seven Oaks Section II Declaration is deleted.

(d) The Association and any Owner of a Lot in the Seven Oaks Addition shall each have the right to enforce, by any proceeding at law or in equity or both, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Seven Oaks Section II Declaration as in effect from time to time. Failure by the Association, or by any Owner to enforce any covenant or restriction or other provision of the Seven Oaks Section II Declaration as in effect from time to time shall in no event be deemed a waiver of the right to do so thereafter. Should any one or more of the provisions of the Seven Oaks Section II Declaration be adjudged by a court or otherwise determined to be deemed invalid or unenforceable, such invalidation or other determination shall in no way affect any other provision of the Seven Oaks Section II Declaration, all of which other provisions shall remain in full force and effect. The Association shall not be liable for damages, cost or expense of any kind to any person or entity for failing to enforce or carry out the provisions of the Association.

(e) It is acknowledged that at the date of the adoption of this Amendment, the Seven Oaks Community Association, Inc. has been duly organized and is validly existing as an Indiana not-for-profit corporation under the laws of the State of Indiana. The duly elected directors and officers of the Association at this time are as set forth at Exhibit 2 and the acts of the Association and its officers and directors prior to this date are hereby ratified, confirmed and approved.

(f) The directors and officers of the Association shall not be liable to an Owner or any other persons or entities for any error or mistake of judgment exercised in carrying out their duties and responsibilities as directors and officers, except for their own individual willful or wanton misconduct, or gross negligence; nor shall any such directors and officers have any liability for any negligent performance of their duties from which they are granted immunity under IND. CODE § 34-30-4-2. The Association shall

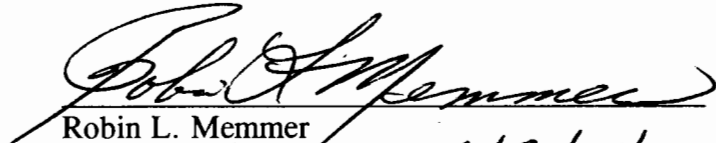
indemnify, defend and hold harmless each of its past, present, and future directors and officers to the maximum extent permitted by applicable law.


(g) The Seven Oaks Section II Declaration (including as modified by this Amendment) may be modified, altered, amended or rescinded in whole or in part by an instrument that is signed by not less than 60% of the Owners of Lots in the Seven Oaks Addition and then recorded in the records of the Recorder of Allen County, Indiana. Any such written modification or amendment or rescission that is so executed and recorded shall not be effective prior to the same being recorded and, if required by applicable law, approval by the Plan Commission of other governmental unit whose approval is required. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same Amendment and shall become effective as to Seven Oaks Addition, Section II, when one or more counterparts have been signed by at least seventy-five percent (75%) of the Owners of Lots (as defined in paragraph 1.9 of the Seven Oaks Section II Declaration) in Seven Oaks Addition, Section II, and such document or a notice or certificate that addresses the adoption of this Amendment is recorded in the records of the Recorder of Allen County, Indiana, it being understood that all parties need not sign the same counterpart.

{Remainder of Page Intentionally Left Blank}

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Robin L. Memmer
Date signed: 5/8/14


Susan J. Memmer
Date signed: 5/8/14

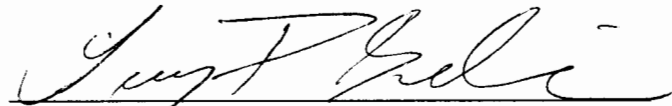
Property Address: 10701 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 53

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Gregory D. Bullion

Date signed:

5/2/14



Tracy L. Bullion

Date signed:

5/7/14


Property Address: 10709 Middleford Place
Fort Wayne, Indiana 46818

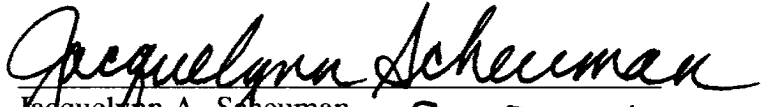
Lot Number: 54

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Stephen M. Scheuman
Date signed: 07-27-14


Jacquelyn A. Scheuman
Date signed: 7-27-14

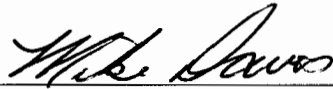
Property Address: 10717 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 55

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

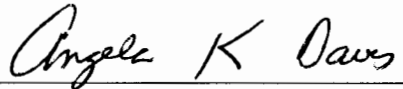
Owner:



Michael V. Davis

Date signed:

9-18-14



Angela K. Davis

Date signed:

9-18-14

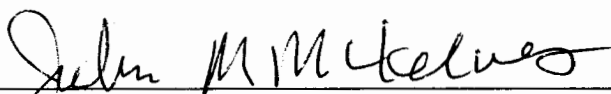
Property Address: 10811 Middleford Place
Fort Wayne, Indiana 46818

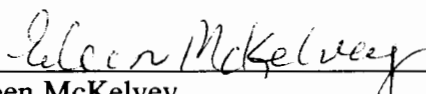
Lot Number: 59

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


John McKelvey
Date signed: 5/8/2014


Eileen McKelvey
Date signed: May 8, 2014

Property Address: 10819 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 60

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Gerald L. Houser
Gerald Lynn Houser
Date signed: 5-08-14

Connie Lynn Houser
Connie Lynn Houser
Date signed: 05/08/14

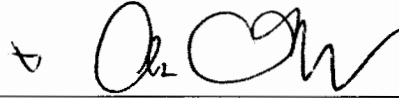
Property Address: 10810 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 61

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Aaron C. Myers

Date signed:

9/15/14



Monica G. Myers

Date signed:

9/16/14

Property Address:

10802 Middleford Place
Fort Wayne, Indiana 46818

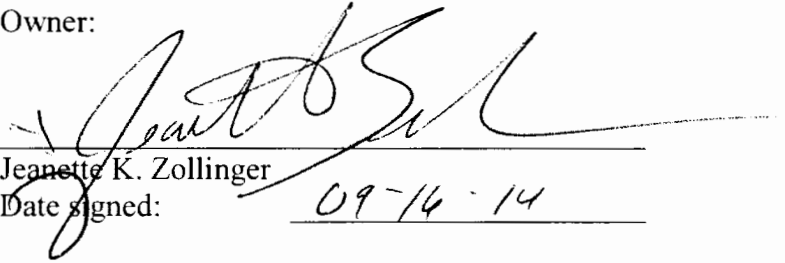
Lot Number: 62

PLEASE EMAIL COPY

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Jeanette K. Zollinger

Date signed:

09-16-14

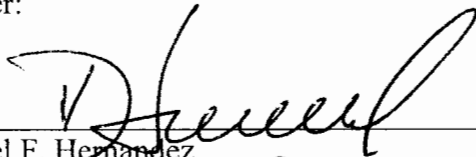
Property Address: 10732 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 63

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

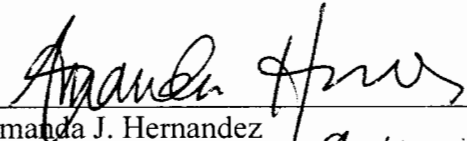
By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Daniel F. Hernandez

Date signed: 9-16-14



Amanda J. Hernandez

Date signed: 9-16-14

Property Address: 10724 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 64

*REFERENCE FINANCES TO RENTAL INCOME
AND ATTORNEY FEES.*

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Michael T. Lauer

Date signed: 5-10-14

Date signed: _____

Property Address:

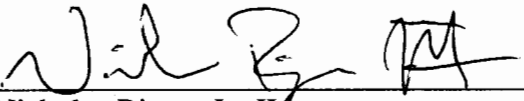
10716 Millford Place
Fort Wayne, Indiana 46818

LOT # 65

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Nicholas Rizzo, Jr. II
Date signed: 5/13/14

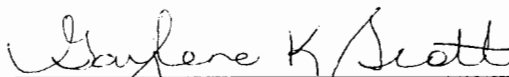
Property Address: 10705 Lone Tree Place
Fort Wayne, Indiana 46818

Lot Number: 66

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Gaylene K. Scott

Date signed:

5.10.14

Property Address: 10711 Lone Tree Place
Fort Wayne, Indiana 46818

Lot Number: 67

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Mark A. Grove

Mark A. Grove

Date signed:

9/30/2014

Margo E. Grove

Margo E. Grove

Date signed:

9-30-14


Property Address: 10717 Lone Tree Place
Fort Wayne, Indiana 46818

Lot Number: 68

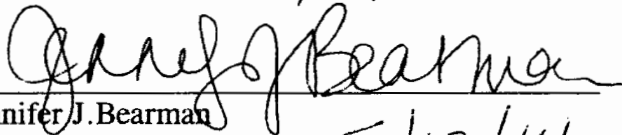
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Frederick J. Bearman
Date signed: 5/13/14



Jennifer J. Bearman
Date signed: 5/13/14

Property Address: 10723 Lone Tree Place
Fort Wayne, Indiana 46818

Lot Number: 69

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Charles A. Heiny

Date signed: 11-1-14

[Signature]

Date signed: 11-1-14

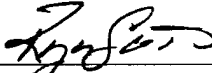
Property Address: 10729 Lone Dr Pl
Fort Wayne, Indiana 46818

Lot Number: 70

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Ryan N. Scott

Date signed:

9.29.14

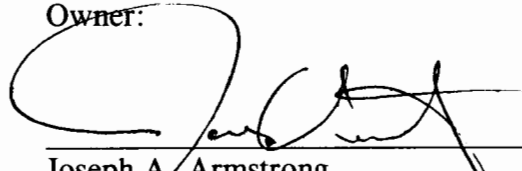
Property Address: 10732 Lone Tree Place
Fort Wayne, Indiana 46818

Lot Number: 71


This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Joseph A. Armstrong
Date signed: 5-16-14



Leslie S. Armstrong
Date signed: 5-16-14


Property Address: 10726 Lone Tree Place
Fort Wayne, Indiana 46818

Lot Number: 72

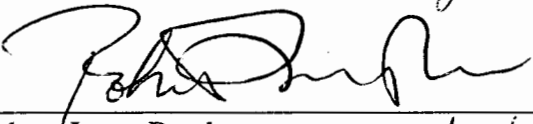
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Kimberly Ann Dwyer
Date signed: 18 May 2014



Robert Lynn Reed
Date signed: 5/18/14

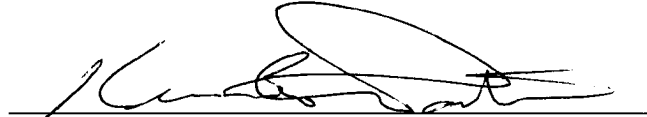
Property Address: 10720 Lone Tree Place
Fort Wayne, Indiana 46818

Lot Number: 73

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Kevin L. Partin

Date signed:

9-29-14



Michelle L. Partin f/k/a Michelle L. Bradford

Date signed:

9/30/14

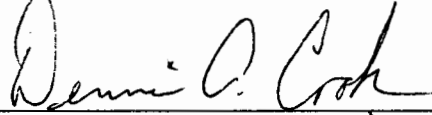
Property Address: 2828 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 78

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Dennis A. Cook

Date signed:

5/8/14

Property Address: 2820 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 79

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Scott C. Noble

Date signed:

9-6-14

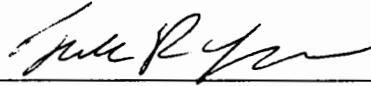
Property Address: 2814 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 80

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

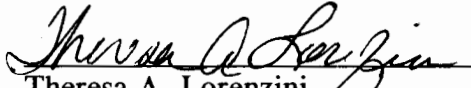
Owner:



Frank R. Lorenzini

Date signed:

6-6-2014



Theresa A. Lorenzini

Date signed:

6-6-2014

Property Address: 10801 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 81

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

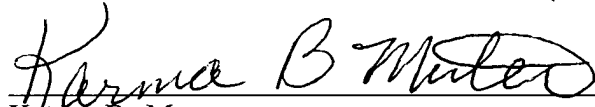
Owner:



Michael A. Muter

Date signed:

9-29-14



Karma B. Muter

Date signed:

9-29-14

Property Address: 2736 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 82

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Kenneth R. Frier
Kenneth Frier
Date signed: 5-7-14

Vicki L Frier
Vicki Frier
Date signed: 5-7-14

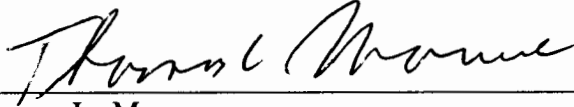
Property Address: 2730 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 83

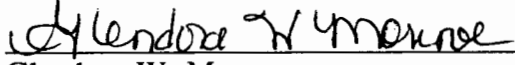
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Thomas L. Monroe
Date signed: 5-7-2014



Glendora W. Monroe
Date signed: 7 May 2014

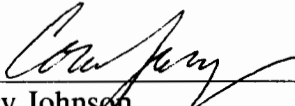
Property Address: 2724 Sweet Cider Rd.
Fort Wayne, Indiana 46818

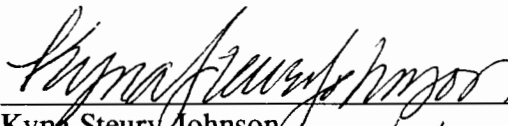
Lot Number: 84

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Cory Johnson
Date signed: 10-2-14


Kyna Steury Johnson
Date signed: 10/2/14

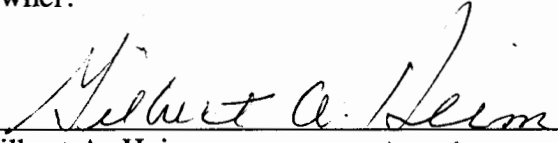
Property Address: 2725 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 85

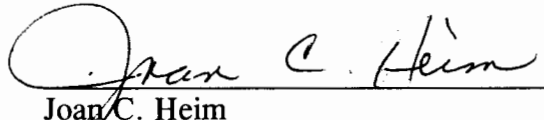
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Gilbert A. Heim
Date signed: 5/21/14



Joan C. Heim
Date signed: 5-21-14


Property Address: 2731 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 86

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Janet K. Ludden
Date signed: 9/30/14

Property Address: 2811 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 88

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Aaron R. Ihnen

Date signed:

May 15, 2014

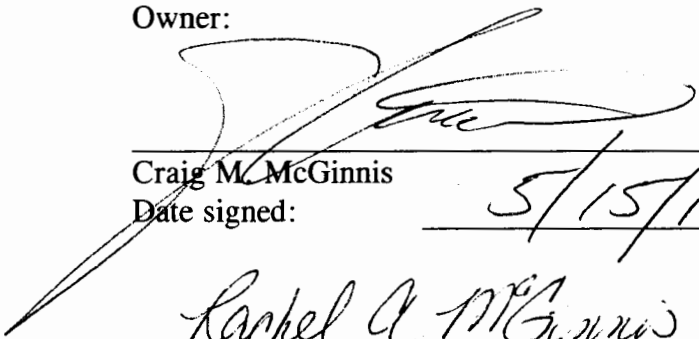
Property Address: 2817 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 89

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny


By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Craig M. McGinnis

Date signed: 5/15/14



Rachel A. McGinnis

Date signed: 5-15-14

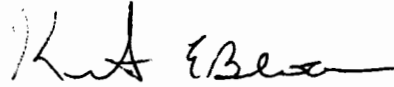
Property Address: 2823 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 90

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

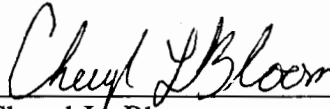
Owner:



Kenneth E. Bloom

Date signed:

5/31/14



Cheryl L. Bloom

Date signed:

5/31/14

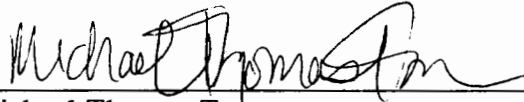
Property Address: 2831 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 91

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

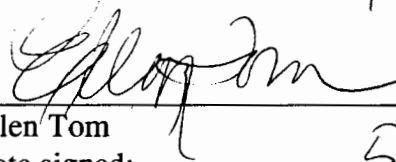
Owner:



Michael Thomas Tom

Date signed:

5/8/14



Ellen Tom

Date signed:

5/8/14


Property Address: 2909 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 92

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Michael D. Gillespie
Date signed: 5-20-14

Property Address: 2915 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 93

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

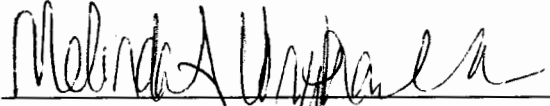
Owner:



Vannah Vongphachanh

Date signed:

5-12-14



Melinda A. Vongphachanh

Date signed:

5-12-14

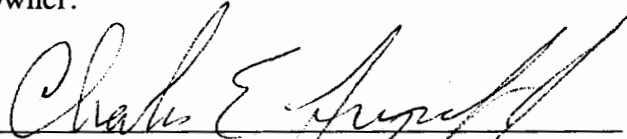
Property Address: 2921 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 94

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

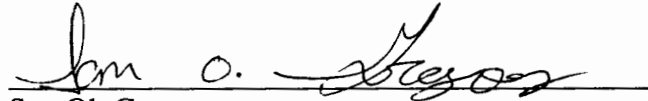
Owner:



Charles E. Gregory, Jr.

Date signed:

5-12-14



San Ok Gregory

Date signed:

5-12-14

Property Address: 2933 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 96

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

John G. Barnett

Date signed: _____

Barbara Barnett

Barbara A. Barnett

Date signed: 9-29-14

Property Address: 3003 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 97

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Robert J. Snare

Date signed:

9/29/2014

Property Address: 3011 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 98

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

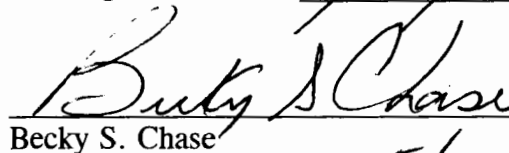
Owner:



Donald E. Chase

Date signed:

5/28/2014



Becky S. Chase

Date signed:

5/28/14

Property Address: 3029 Sweet Cider Rd.
Fort Wayne, Indiana 46818

Lot Number: 99

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

Exhibit 1

DEFINITIONS

1. Articles. The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.
2. Association. The Seven Oaks Community Association, Inc., an Indiana non-profit corporation, and its successors and assigns.
3. Board of Directors. The duly elected board of directors of the Association.
4. Bylaws. The Bylaws adopted by Seven Oaks Community Association, Inc., and all amendments to those Bylaws.
5. Committee. The Architectural Control Committee established under Section 5 of the Covenants.
6. Common Area. All real property owned by the Association for the common use and enjoyment of Owners.
7. Covenants. This document and the restrictions, limitations and covenants imposed under it.
8. Dwelling Unit. The structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.
9. Home. The single-family residential structure and related improvements constructed and located upon a Lot, including the garage and any appurtenances.
10. Lot, and in plural form, Lots. Any of the platted lots in the Plat or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 65 feet in width as the established front building line as shown on the Plat.
11. Owner, an in the plural form, Owners. The record owner(s) (whether one or more persons or entitles) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in any Lot merely as security for the performance of an obligation.
12. Plan Commission. The Allen County Plan Commission, or its successor agency.
13. Plat. The recorded secondary plat of Seven Oaks.
14. Seven Oaks Addition shall mean and refer to the name by which the real estate which is the subject of the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration.

Exhibit 2

DIRECTORS

<u>NAME</u>	<u>POSITION</u>	<u>DIRECTOR TERM EXPIRES</u>
Jill Lemmon	President	12/31/2014
Angie Meyer	Vice President	12/31/2014
Jami Thomas	Secretary	12/31/2014
Charlie McNeill	Treasurer	12/31/2014
Scott Ellison	Maintenance	12/31/2014
Frank VanAllen	Architectural Control	12/31/2014
Chris Meihls	Liaison Officer	12/31/2014
Aaron Cunningham	Board Member	12/31/2014

**AMENDMENT OF DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS
APPENDED TO THE PLAT OF SEVEN OAKS, SECTION III**

This Amendment ("Amendment") is made effective (the "Effective Date") as of the date of the first recording of this Amendment in the records of the Recorder of Allen County, Indiana.

PRELIMINARY STATEMENT:

1. Seven Oaks, Section I, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section I Declaration") recorded in Plat Cabinet C, Page 75, and as Document Number 95-047718 in the records of the Recorder of Allen County, Indiana, on October 17, 1995, and the lots in Seven Oaks, Section I, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section I Declaration.

2. Seven Oaks, Section II, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section II Declaration") recorded in Plat Cabinet C, Page 122, and as Document Number 960053201, in the records of the Recorder of Allen County, Indiana, on September 24, 1996, and the lots in Seven Oaks, Section II, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section II Declaration.

3. Seven Oaks, Section III, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section III Declaration") recorded in Plat Cabinet C, Page 181, and as Document Number 970055228, in the records of the Recorder of Allen County, Indiana, on October 2, 1997, and re-recorded in Plat Cabinet C, page 195, and as Document Number 970069212, in the records of the Recorder of Allen County, Indiana, on December 4, 1997, and the lots in Seven Oaks, Section III, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section III Declaration.

4. Seven Oaks, Section IV, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section IV Declaration") recorded in Plat Cabinet D, Page 45, and as Document Number 980063566, in the records of the Recorder of Allen County, Indiana, on September 10, 1998, and the lots in Seven Oaks, Section IV, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section IV Declaration.

5. Seven Oaks, Section V, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section V Declaration") recorded in Plat Cabinet E, Page 101, and as Document Number 200046957, in the records of the Recorder of Allen County, Indiana, on August 1, 2000, and the lots in Seven Oaks, Section V, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section V Declaration.

6. Seven Oaks, Section VI, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VI Declaration") recorded in Plat Cabinet E, Page 117, and as Document Number 202068721, in the records of the Recorder of Allen County, Indiana, on August 29, 2002, and the lots in Seven Oaks, Section VI, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VI Declaration.

7. Seven Oaks, Section VII, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VII Declaration") recorded in Plat Cabinet E, Page 118, and as Document Number 202069083, in the records of the Recorder of Allen County, Indiana, on August 30, 2002, and the lots in Seven Oaks, Section VII, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VII Declaration.

8. The Seven Oaks, Section II, Plat provides in relevant part that at any time by the agreement of at least seventy-five percent (75%) of the then owners of Lots (as the word "Lot" is defined in paragraph 1.9 of the Seven Oaks Section III Declaration), any or all of the protective (restrictive) covenants set forth in the Seven Oaks Section I Declaration may be changed or abolished.

9. The undersigned, who is an owner of a lot (as the word "lot" is defined in paragraph 1.9 of the Seven Oaks, Section III, Plat) in Seven Oaks, Section III, hereby agrees to amend and supplement the Seven Oaks Section III Declaration in the manner set forth herein.

AGREEMENT:

1. The preliminary statements set forth above and the Exhibits attached hereto are incorporated into and made a part of this Amendment. Capitalized terms not defined in this Amendment shall have the meaning assigned to such terms in Exhibit 1 hereto. The Seven Oaks Section III Declaration is hereby amended and supplemented to include the terms of and as provided in this Amendment.

2. A new Section 11 is added to the end of the existing Declaration, which Section 11 shall be as follows:

Section 11. Owner-Occupancy/Leasing.

(a) Believing that it is in the best interest of all Owners that those residing in Seven Oaks Addition have similar proprietary (property) interests in their Homes and be Owners, and in order to preserve high standards of maintenance and care, attain a low turnover of occupants, and realize other benefits that are believed to accrue from owner-occupancy, it is agreed that no Home shall be a Nonowner-Occupied Home unless the Board of Directors, in its discretion, approves a Home to be a Nonowner-Occupied Home.

(b) A Nonowner-Occupied Home shall mean (i) a Home that is rented or leased by the Owner where during the rental period (1) the Owner of the Home, or (2) the Owner's spouse, or (3) one or more of the Owner's parents or a parent of the spouse of the Owner, or (4) one or more of the children of (a) the Owner, or (b) the Owner's spouse, or (c) a spouse of one of the children of the Owner of the Owner's spouse is not a full-time occupant of the Home; or in the case of a Home owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Home during the rental period; or in the case of a Home owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Home during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation's local, regional or national unit or chapter (as determined by the Board, in its discretion) is not a full-time occupant of the Home during the rental period; and (ii) a Home that is being sold on a "Disguised Lease Land Contract" basis. A Disguised Lease Land Contract shall mean a land contract where (1) the Owner has not received in cash as a down payment at the time the land contract is entered into with the land contract buyer at least ten percent (10%) of the price at which the Home has been contracted for sale; and (2) the land contract (irrespective of the amount of consideration received by the Owner as a down payment) was not recorded within sixty (60) days after the date the land contract was entered into by the Owner and the land contract buyer.

(c) In determining whether to approve a Home to be a Nonowner-Occupied Home, the matters the Board of Directors may consider, in its discretion, shall include, but not be limited to, the following: (a) the total number of Nonowner-Occupied Homes at the time of consideration of the request; (b) the observations and opinions of the Board of Directors concerning whether homes in and/or outside Seven Oaks Addition are maintained and kept up substantially the same as owner-occupied Homes when they are rented or leased or sold under a Disguised Lease Land Contract; and (c) any other factors or circumstances which the Board of Directors believes appropriate for consideration, in its discretion; provided, however, that the Board of Directors shall not at any time consider the age, race, color, creed, religion, sex, sexual orientation, familial status, disability, national origin of the Owner that has made the request, the person(s) to whom the Home is proposed to be rented or leased or sold under a Disguised Lease Land Contract, or other person, nor may the

Board of Directors consider any matter or factor which it may not consider under applicable law. In all instances, the determination of whether a person is a full-time occupant of a Home shall be determined by the Board of Directors, in its discretion.

(d) In the event an Owner of a Home would like a Home to be approved as a Nonowner-Occupied Home, a written request (an "Application") must be made and submitted to the Board of Directors. Upon request of the Board of Directors, the Application shall be on a form prescribed by the Board of Directors from time to time and shall state in detail the reasons and basis the applicant desires to rent or lease (or to sell under a Disguised Lease Land Contract, as the case may be) the Home, the name and address of the proposed tenant/occupant and any other persons that will occupy the Home on a regular basis, and such other information as the Board of Directors may lawfully request. A copy of the written lease under which the Owner will be leasing the Home if the Application is granted by the Board of Directors (or a copy of the proposed land contract in the case of a Disguised Lease Land Contract) shall be attached to the Application. The lease (or the proposed land contract, as the case may be) shall affirmatively state in a conspicuous manner in the body of the proposed lease (or in the body of the proposed land contract, as the case may be) in all capital, underlined letters that (i) a copy of the Declaration, By-Laws, and the Rules and Regulations (including all amendments thereto) are attached to the proposed lease (or to the proposed land contract, as the case may be), and that the tenant (or land contract buyer, as the case may be) agrees to abide by such restrictions and By-Laws while the lease or contract is in force and effect, and such documents shall in fact be attached to the proposed lease (or the proposed land contract, as the case may be), and (ii) that there shall be no more than two persons (the same to include adults and minors) who make the Home their regular residence for each bedroom in the Home. The number of bedrooms in each Home shall be determined by the Board of Directors, in its judgment and discretion.

(e) Except as expressly limited herein, the Board of Directors shall have the right in its discretion to: (i) approve or disapprove any Application that a Home be authorized to be a Nonowner-Occupied Home, and (ii) make any determinations the Board of Directors deems necessary or appropriate in determining whether to approve or disapprove an Application. The Board of Directors shall not be deemed to have approved a Home to be a Nonowner-Occupied Home unless at least sixty percent (60%) of the then members of the then Board of Directors of the Association sign a written resolution of the Board of Directors approving same. The Board of Directors shall in good faith attempt to meet to begin consideration of an Application within twenty (20) days of receipt of an Application that is in the form contemplated herein, but failure on the part of the Association to take or failure to consider any Application for a Home to be Nonowner-Occupied Home, or any failure of the Association to be active, or to have a Board of Directors shall not provide any basis or grounds for contending that a Home may be leased or rented or sold under a Disguised Lease Land Contract.

(f) Notwithstanding anything in this Declaration to the contrary:

(i) the Board of Directors shall not have authority to approve a Home to be a Nonowner-Occupied Home for a lease term of less than three (3) consecutive months or more than eighteen (18) consecutive months;

(ii) the Board of Directors shall have no authority to approve a Home to be a Nonowner-Occupied Home if at that time there are already fifteen (15) Homes which are considered a Nonowner-Occupied Home at such time under this Amendment;

(iii) no written land contract entered into prior to the Effective Date shall at any time be deemed a Disguised Lease Land Contract; and

(iv) if an Owner of a Home prior to May 1, 2014, documents to the reasonable satisfaction of the Board of Directors that it entered into written agreements for the lease or rental of his/her Home and such lease was in effect a substantial part of the one year period prior to the Effective Date, then such rental or lease shall be permitted for so long as the Home is owned by the party that held fee simple title to the Home on the Effective Date (the "Grandfathered Owner") or by a transferee of such Home that is, directly or indirectly controlled by, under the common control of the Grandfathered Owner or a spouse or descendent of a person that held a documented equity ownership position in the Grandfathered Owner on the Effective Date.

(g) In the event the Board of Directors approves a request for a Home to be a Nonowner-Occupied Home, any such approval shall be: (i) of only the proposed lease (or proposed Disguised Lease Land Contract, as the case may be) that was submitted to the Board of Directors as part of the Application, and any leasing (or proposed Disguised Lease Land Contract sale, as the case may be) to any other person or entity other than the person or entity identified in the Application submitted to and approved by the Board of Directors must first be presented to the Board of Directors for consideration for approval in the manner Applications are to be considered pursuant to the Seven Oaks Section III Declaration, and (ii) be for the benefit of only the person, trust, or entity that holds fee simple title to the Home at the time the Owner of such Home delivers an Application to the Board of Directors, and any such approval to lease shall not run with the land and shall not accrue to the benefit of any person, trust, entity, successor or assign that subsequently acquires fee simple title or other interest in the Home, but it is understood that the term of the lease submitted to and approved by the Board of Directors as part of the Application shall be permitted to continue through the unextended date the lease (or land contract, as the case may be) terminates by its terms as established in the lease submitted as part of the Application (which lease termination date shall not be more than eighteen (18) months from lease commencement) notwithstanding any transfer of ownership of the Home. Any renewal or extension of a lease shall require submission of a new Application.

3. Section 7 of the Seven Oaks Section III Declaration is deleted in its entirety and restated to the following:

Section 7. Attorney Fees and Related Expenses. In the event the Association is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the Association as the successful party shall be entitled to recover from the Owner against whom the action was brought the reasonable attorney fees, legal costs and expenses incurred in such proceeding.

4. Miscellaneous.

(a) The Seven Oaks Section III Declaration shall remain in full force and effect, except as amended and modified by this Amendment. This Amendment shall control over any inconsistent or different provisions in the Seven Oaks Section III Declaration prior to this Amendment.

(b) All notices or requests made under or pursuant to the terms of the Seven Oaks Section III Declaration (including this Amendment) shall be in writing and shall be deemed to have been given when personally delivered in writing or when delivered by the United States mail, certified or registered mail, to, in the case of the Association, the then registered agent of the Seven Oaks Community Association, Inc., and in the case of a Home, to the record Owner as shown in the records of the Recorder of Allen County, Indiana.

(c) The Seven Oaks Section III Declaration as amended herein and the restrictions, covenants, agreements, and other terms thereof as amended herein shall run with and be binding on each Lot commencing on the Effective Date, and shall expire ten (10) years after the Effective Date, at which time they shall be automatically extended and renewed without further action for successive periods of ten (10) years each, unless by written agreement signed by not less than sixty percent (60%) of the then Owners of the Lots in the Seven Oaks Addition, it is agreed to change the Seven Oaks Section III Declaration in whole or in part, or to terminate the same. The first sentence of Section 6.26.1 of the Seven Oaks Section III Declaration is deleted.

(d) The Association and any Owner of a Lot in the Seven Oaks Addition shall each have the right to enforce, by any proceeding at law or in equity or both, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Seven Oaks Section III Declaration as in effect from time to time. Failure by the Association, or by any Owner to enforce any covenant or restriction or other provision of the Seven Oaks Section III Declaration as in effect from time to time shall in no event be deemed a waiver of the right to do so thereafter. Should any one or more of the provisions of the Seven Oaks Section III Declaration be adjudged by a court or otherwise determined to be deemed invalid or unenforceable, such invalidation or other determination shall in no way affect any other provision of the Seven Oaks Section III Declaration, all of which other provisions shall remain in full force and effect. The Association shall not be liable for damages, cost or expense of any kind to any person or entity for failing to enforce or carry out the provisions of the Association.

(e) It is acknowledged that at the date of the adoption of this Amendment, the Seven Oaks Community Association, Inc. has been duly organized and is validly existing as an Indiana not-for-profit corporation under the laws of the State of Indiana. The duly elected directors and officers of the Association at this time are as set forth at Exhibit 2 and the acts of the Association and its officers and directors prior to this date are hereby ratified, confirmed and approved.

(f) The directors and officers of the Association shall not be liable to an Owner or any other persons or entities for any error or mistake of judgment exercised in carrying out their duties and responsibilities as directors and officers, except for their own individual willful or wanton misconduct, or gross negligence; nor shall any such directors and officers have any liability for any negligent performance of their duties from which they are granted immunity under IND. CODE § 34-30-4-2. The Association shall

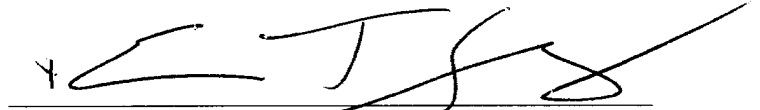
indemnify, defend and hold harmless each of its past, present, and future directors and officers to the maximum extent permitted by applicable law.

(g) The Seven Oaks Section III Declaration (including as modified by this Amendment) may be modified, altered, amended or rescinded in whole or in part by an instrument that is signed by not less than 60% of the Owners of Lots in the Seven Oaks Addition and then recorded in the records of the Recorder of Allen County, Indiana. Any such written modification or amendment or rescission that is so executed and recorded shall not be effective prior to the same being recorded and, if required by applicable law, approval by the Plan Commission of other governmental unit whose approval is required. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same Amendment and shall become effective as to Seven Oaks Addition, Section III, when one or more counterparts have been signed by at least seventy-five percent (75%) of the Owners of Lots (as defined in paragraph 1.9 of the Seven Oaks Section III Declaration) in Seven Oaks Addition, Section III, and such document or a notice or certificate that addresses the adoption of this Amendment is recorded in the records of the Recorder of Allen County, Indiana, it being understood that all parties need not sign the same counterpart.

{Remainder of Page Intentionally Left Blank}

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Eric Thomas Silvey

Date signed:

9-15-14

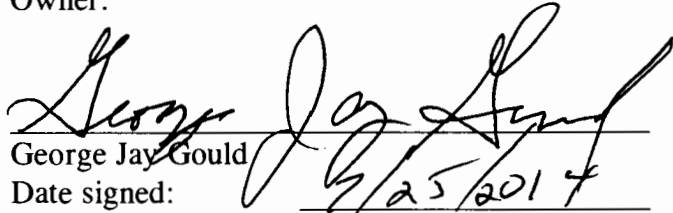
Property Address: 10827 Middleford Place
Fort Wayne, Indiana 46818

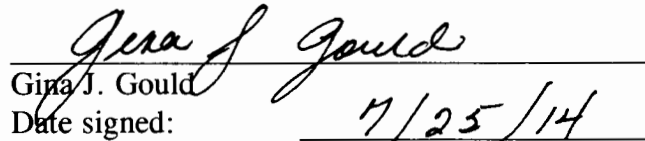
Lot Number: 100

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


George Jay Gould
Date signed: 7/25/2017


Gina J. Gould
Date signed: 7/25/14

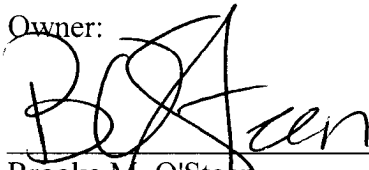
Property Address: 10835 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 101

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

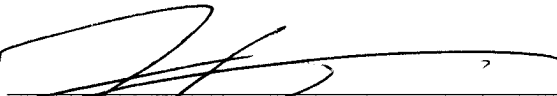
Owner:



Brooke M. O'Steen

Date signed:

9/16/14



Trinity D. O'Steen

Date signed:

9/16/14

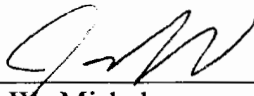
Property Address: 10901 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 102

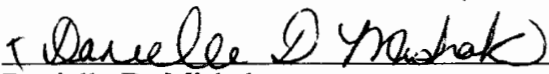
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Joseph W. Mishak
Date signed: 07/30/14



Danielle D. Mishak
Date signed: 7/30/14

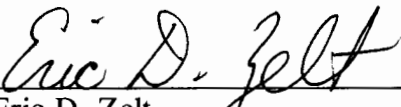
Property Address: 10909 Middleford Place
Fort Wayne, Indiana 46818

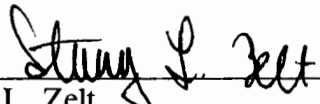
Lot Number: 103

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Eric D. Zelt
Date signed: 5-10-14


Stacey L. Zelt
Date signed: 5-10-14

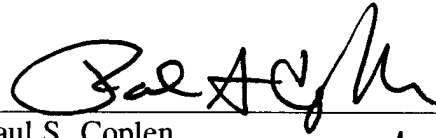
Property Address: 10915 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 104

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Paul S. Coplen

Date signed:

7/27/14



Cheryl L. Coplen

Date signed:

7/27/14

Property Address: 10929 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 106

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Hongwei Yu
Hongwei Yu
Date signed: July 29, 2014


Property Address: 10932 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 107

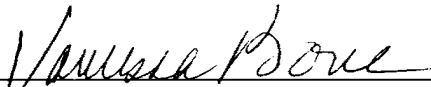
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Robert R. Bone
Date signed: 8-2-14



Vanessa K. Bone
Date signed: 8-2-14

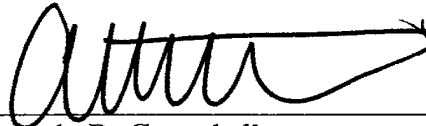
Property Address: 10924 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 108


This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Angela B. Gottschalk
Date signed: 7-27-14



Jeffry E. Gottschalk
Date signed: 7-27-14

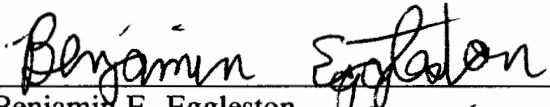
Property Address: 10916 Middleford Place
Fort Wayne, Indiana 46818

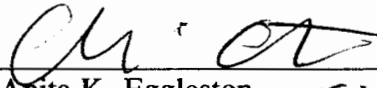
Lot Number: 109

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Benjamin E. Eggleston
Date signed: 5/8/14


Anita K. Eggleston
Date signed: 5/8/14

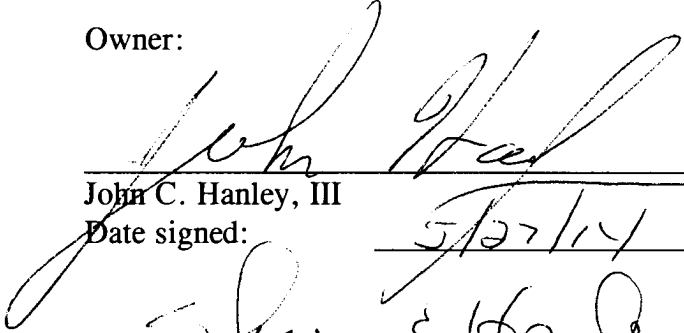
Property Address: 10908 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 110

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

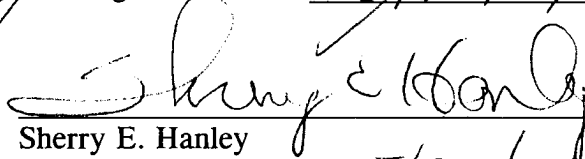
By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



John C. Hanley, III

Date signed: 5/27/14



Sherry E. Hanley

Date signed: 5/27/14

Property Address: 10830 Middleford Place
Fort Wayne, Indiana 46818

Lot Number: 111

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Rickie H. Begley
Rickie H. Begley
Date signed: 5/16/14

Sharon L. Begley
Sharon L. Begley
Date signed: 5/16/14


Property Address: 10809 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 112

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

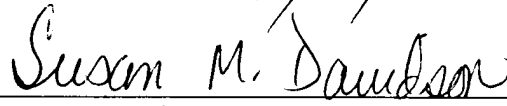
Owner:



Bradd J. Davidson

Date signed:

7/27/14



Susan M. Davidson

Susan M. Davidson

Date signed:

7/27/14

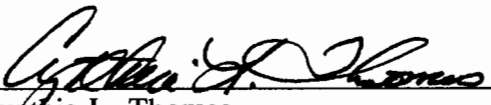
Property Address: 10817 Millstone Dr.
Fort Wayne, Indiana 46818

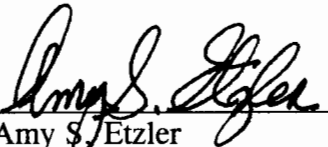
Lot Number: 113

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Cynthia L. Thomas
Date signed: 5/10/14


Amy S. Etzler
Date signed: 5/10/14

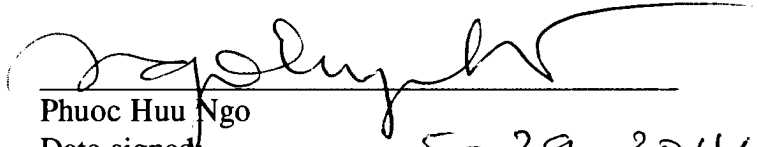
Property Address: 10825 Millstone Dr.
Fort Wayne, Indiana 46818


Lot Number: 114

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Phuoc Huu Ngo
Date signed: 5-29-2014


Phung Thi Le
Date signed: 5-29-2014

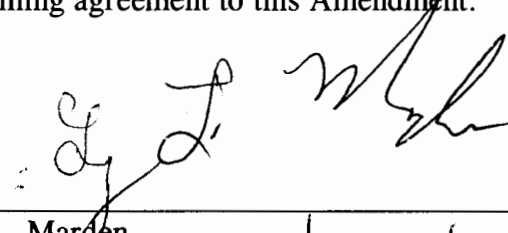
Property Address: 10911 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 115

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

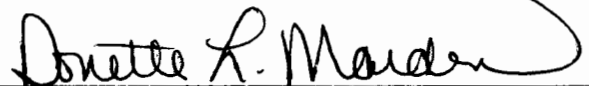
Owner:



Gregory L. Marden

Date signed:

5/7/2014



Donette L. Marden

Date signed:

5/7/2014

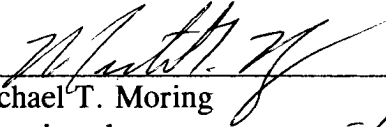
Property Address: 10919 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 116

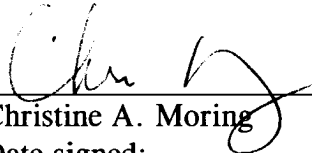
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Michael T. Moring
Date signed: 5/16/2014



Christine A. Moring
Date signed: 5/18/14

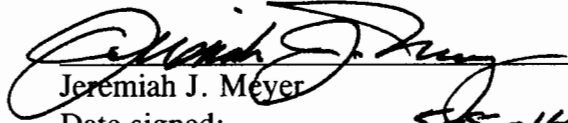
Property Address: 2807 Easton Ridge Place
Fort Wayne, Indiana 46818

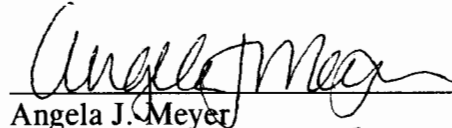
Lot Number: 117

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Jeremiah J. Meyer
Date signed: 5-5-14


Angela J. Meyer
Date signed: 5-5-14


Property Address: 2815 Easton Ridge Place
Fort Wayne, Indiana 46818

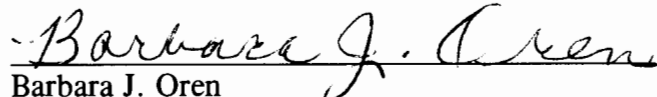
Lot Number: 118

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Larry Oren
Date signed: 5/12/14


Barbara J. Oren
Date signed: 5-12-14

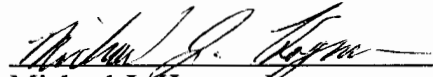
Property Address: 2831 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 120

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Michael J. Hogan, Jr.
Date signed: 5/8/2014

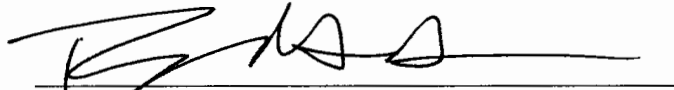
Property Address: 2909 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 121

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

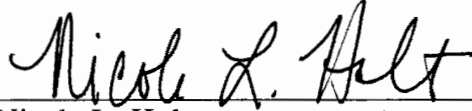
Owner:



Ryan E. Holt

Date signed:

7/20/14



Nicole L. Holt

Date signed:

7/20/14

Property Address: 3003 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 124

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

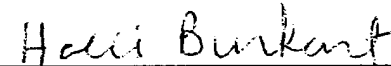
By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Jeffrey A. Burkart

Date signed: 7/20/14



Mary C. Burkart

Mary C. Burkart

Date signed: 7/21/14

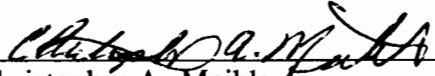
Property Address: 3011 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 125

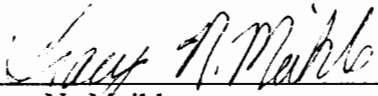
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Christopher A. Meihls
Date signed: 07/20/2014



Tracy N. Meihls
Date signed: 5/5/14

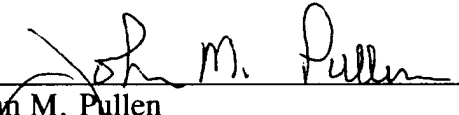
Property Address: 3019 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 126


This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



John M. Pullen
Date signed: 5-16-2014



Patricia A. Pullen
Date signed: 5-16-2014


Property Address: 3027 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 127

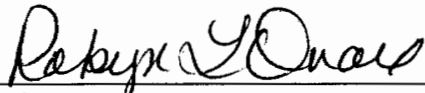
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Keith A. Onax
Date signed: 5-28-14



Robyn L. Onax
Date signed: 5/28/14

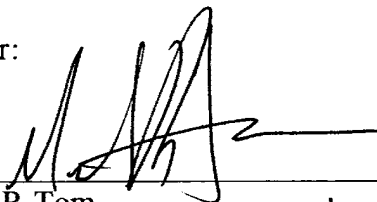
Property Address: 3018 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 129

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Mark R. Tom

Date signed:

7/20/2014

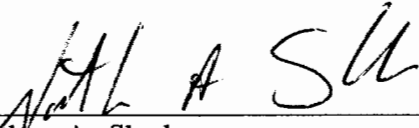
Property Address: 3010 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 130

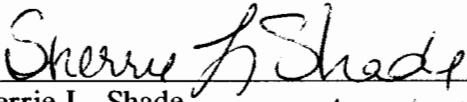
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Nathan A. Shade
Date signed: 7-20-14



Sherrie L. Shade
Date signed: 7/20/14


Property Address: 3002 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 131

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Timothy John Bilger
Date signed: 7-12-14

Steven A. Scherf
Date signed: _____


Property Address: 2930 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 132

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Cory F. Simkins
Date signed: 9-18-14.

Property Address: 2922 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 133


This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

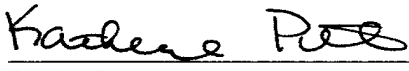
122675

2206

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Nikola Petrov
Date signed: 7-20-14


Katherine Petrov
Date signed: 7-20-14

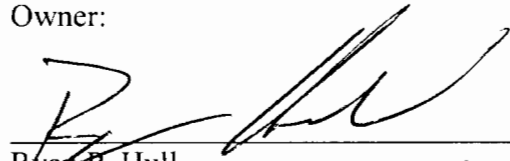
Property Address: 2914 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 134

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Ryan P. Hull
Date signed: 9/18/14

Property Address: 2906 Easton Ridge Place
Fort Wayne, Indiana 46818

Lot Number: 135

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Nathan Kennerly

Date signed:

5/8/14

Date signed:

Lot # 136

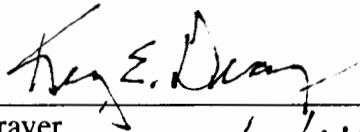
Property Address:

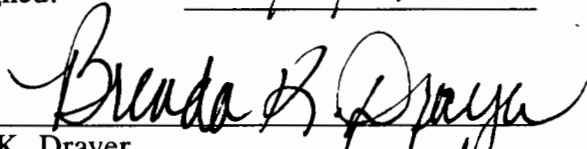
2828 Easton Ridge Pl.
Fort Wayne, Indiana 46818

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Kerry E. Drayer
Date signed: 5/7/14


Brenda K. Drayer
Date signed: 5/7/14

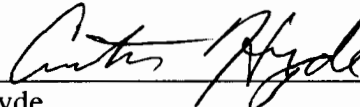
Property Address: 2820 Easton Ridge Place
Fort Wayne, Indiana 46818

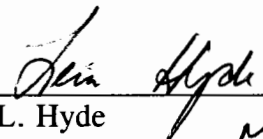
Lot Number: 137

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Curtis Hyde
Date signed: 5/15/14


Leisa L. Hyde
Date signed: May 15, 2014

Property Address: 10910 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 142

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

Exhibit 1

DEFINITIONS

1. Articles. The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.
2. Association. The Seven Oaks Community Association, Inc., an Indiana non-profit corporation, and its successors and assigns.
3. Board of Directors. The duly elected board of directors of the Association.
4. Bylaws. The Bylaws adopted by Seven Oaks Community Association, Inc., and all amendments to those Bylaws.
5. Committee. The Architectural Control Committee established under Section 5 of the Covenants.
6. Common Area. All real property owned by the Association for the common use and enjoyment of Owners.
7. Covenants. This document and the restrictions, limitations and covenants imposed under it.
8. Dwelling Unit. The structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.
9. Home. The single-family residential structure and related improvements constructed and located upon a Lot, including the garage and any appurtenances.
10. Lot, and in plural form, Lots. Any of the platted lots in the Plat or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 65 feet in width as the established front building line as shown on the Plat.
11. Owner, an in the plural form, Owners. The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in any Lot merely as security for the performance of an obligation.
12. Plan Commission. The Allen County Plan Commission, or its successor agency.
13. Plat. The recorded secondary plat of Seven Oaks.
14. Seven Oaks Addition shall mean and refer to the name by which the real estate which is the subject of the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration.

Exhibit 2

DIRECTORS

<u>NAME</u>	<u>POSITION</u>	<u>DIRECTOR TERM EXPIRES</u>
Jill Lemmon	President	12/31/2014
Angie Meyer	Vice President	12/31/2014
Jami Thomas	Secretary	12/31/2014
Charlie McNeill	Treasurer	12/31/2014
Scott Ellison	Maintenance	12/31/2014
Frank VanAllen	Architectural Control	12/31/2014
Chris Meihls	Liaison Officer	12/31/2014
Aaron Cunningham	Board Member	12/31/2014

**AMENDMENT OF DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS
APPENDED TO THE PLAT OF SEVEN OAKS, SECTION IV**

This Amendment ("Amendment") is made effective (the "Effective Date") as of the date of the first recording of this Amendment in the records of the Recorder of Allen County, Indiana.

PRELIMINARY STATEMENT:

1. Seven Oaks, Section I, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section I Declaration") recorded in Plat Cabinet C, Page 75, and as Document Number 95-047718 in the records of the Recorder of Allen County, Indiana, on October 17, 1995, and the lots in Seven Oaks, Section I, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section I Declaration.

2. Seven Oaks, Section II, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section II Declaration") recorded in Plat Cabinet C, Page 122, and as Document Number 960053201, in the records of the Recorder of Allen County, Indiana, on September 24, 1996, and the lots in Seven Oaks, Section II, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section II Declaration.

3. Seven Oaks, Section III, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section III Declaration") recorded in Plat Cabinet C, Page 181, and as Document Number 970055228, in the records of the Recorder of Allen County, Indiana, on October 2, 1997, and re-recorded in Plat Cabinet C, page 195, and as Document Number 970069212, in the records of the Recorder of Allen County, Indiana, on December 4, 1997, and the lots in Seven Oaks, Section III, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section III Declaration.

4. Seven Oaks, Section IV, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section IV Declaration") recorded in Plat Cabinet D, Page 45, and as Document Number 980063566, in the records of the Recorder of Allen County, Indiana, on September 10, 1998, and the lots in Seven Oaks, Section IV, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section IV Declaration.

5. Seven Oaks, Section V, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section V Declaration") recorded in Plat Cabinet E, Page 101, and as Document Number 200046957, in the records of the Recorder of Allen County, Indiana, on August 1, 2000, and the lots in Seven Oaks, Section V, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section V Declaration.

6. Seven Oaks, Section VI, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VI Declaration") recorded in Plat Cabinet E, Page 117, and as Document Number 202068721, in the records of the Recorder of Allen County, Indiana, on August 29, 2002, and the lots in Seven Oaks, Section VI, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VI Declaration.

7. Seven Oaks, Section VII, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VII Declaration") recorded in Plat Cabinet E, Page 118, and as Document Number 202069083, in the records of the Recorder of Allen County, Indiana, on August 30, 2002, and the lots in Seven Oaks, Section VII, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VII Declaration.

8. The Seven Oaks, Section II, Plat provides in relevant part that at any time by the agreement of at least seventy-five percent (75%) of the then owners of Lots (as the word "Lot" is defined in paragraph 1.9 of the Seven Oaks Section IV Declaration), any or all of the protective (restrictive) covenants set forth in the Seven Oaks Section I Declaration may be changed or abolished.

9. The undersigned, who is an owner of a lot (as the word "lot" is defined in paragraph 1.9 of the Seven Oaks, Section IV, Plat) in Seven Oaks, Section IV, hereby agrees to amend and supplement the Seven Oaks Section IV Declaration in the manner set forth herein.

AGREEMENT:

1. The preliminary statements set forth above and the Exhibits attached hereto are incorporated into and made a part of this Amendment. Capitalized terms not defined in this Amendment shall have the meaning assigned to such terms in Exhibit 1 hereto. The Seven Oaks Section IV Declaration is hereby amended and supplemented to include the terms of and as provided in this Amendment.

2. A new Section 11 is added to the end of the existing Declaration, which Section 11 shall be as follows:

Section 11. Owner-Occupancy/Leasing.

(a) Believing that it is in the best interest of all Owners that those residing in Seven Oaks Addition have similar proprietary (property) interests in their Homes and be Owners, and in order to preserve high standards of maintenance and care, attain a low turnover of occupants, and realize other benefits that are believed to accrue from owner-occupancy, it is agreed that no Home shall be a Nonowner-Occupied Home unless the Board of Directors, in its discretion, approves a Home to be a Nonowner-Occupied Home.

(b) A Nonowner-Occupied Home shall mean (i) a Home that is rented or leased by the Owner where during the rental period (1) the Owner of the Home, or (2) the Owner's spouse, or (3) one or more of the Owner's parents or a parent of the spouse of the Owner, or (4) one or more of the children of (a) the Owner, or (b) the Owner's spouse, or (c) a spouse of one of the children of the Owner of the Owner's spouse is not a full-time occupant of the Home; or in the case of a Home owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Home during the rental period; or in the case of a Home owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Home during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation's local, regional or national unit or chapter (as determined by the Board, in its discretion) is not a full-time occupant of the Home during the rental period; and (ii) a Home that is being sold on a "Disguised Lease Land Contract" basis. A Disguised Lease Land Contract shall mean a land contract where (1) the Owner has not received in cash as a down payment at the time the land contract is entered into with the land contract buyer at least ten percent (10%) of the price at which the Home has been contracted for sale; and (2) the land contract (irrespective of the amount of consideration received by the Owner as a down payment) was not recorded within sixty (60) days after the date the land contract was entered into by the Owner and the land contract buyer.

(c) In determining whether to approve a Home to be a Nonowner-Occupied Home, the matters the Board of Directors may consider, in its discretion, shall include, but not be limited to, the following: (a) the total number of Nonowner-Occupied Homes at the time of consideration of the request; (b) the observations and opinions of the Board of Directors concerning whether homes in and/or outside Seven Oaks Addition are maintained and kept up substantially the same as owner-occupied Homes when they are rented or leased or sold under a Disguised Lease Land Contract; and (c) any other factors or circumstances which the Board of Directors believes appropriate for consideration, in its discretion; provided, however, that the Board of Directors shall not at any time consider the age, race, color, creed, religion, sex, sexual orientation, familial status, disability, national origin of the Owner that has made the request, the person(s) to whom the Home is proposed

to be rented or leased or sold under a Disguised Lease Land Contract, or other person, nor may the Board of Directors consider any matter or factor which it may not consider under applicable law. In all instances, the determination of whether a person is a full-time occupant of a Home shall be determined by the Board of Directors, in its discretion.

(d) In the event an Owner of a Home would like a Home to be approved as a Nonowner-Occupied Home, a written request (an "Application") must be made and submitted to the Board of Directors. Upon request of the Board of Directors, the Application shall be on a form prescribed by the Board of Directors from time to time and shall state in detail the reasons and basis the applicant desires to rent or lease (or to sell under a Disguised Lease Land Contract, as the case may be) the Home, the name and address of the proposed tenant/occupant and any other persons that will occupy the Home on a regular basis, and such other information as the Board of Directors may lawfully request. A copy of the written lease under which the Owner will be leasing the Home if the Application is granted by the Board of Directors (or a copy of the proposed land contract in the case of a Disguised Lease Land Contract) shall be attached to the Application. The lease (or the proposed land contract, as the case may be) shall affirmatively state in a conspicuous manner in the body of the proposed lease (or in the body of the proposed land contract, as the case may be) in all capital, underlined letters that (i) a copy of the Declaration, By-Laws, and the Rules and Regulations (including all amendments thereto) are attached to the proposed lease (or to the proposed land contract, as the case may be), and that the tenant (or land contract buyer, as the case may be) agrees to abide by such restrictions and By-Laws while the lease or contract is in force and effect, and such documents shall in fact be attached to the proposed lease (or the proposed land contract, as the case may be), and (ii) that there shall be no more than two persons (the same to include adults and minors) who make the Home their regular residence for each bedroom in the Home. The number of bedrooms in each Home shall be determined by the Board of Directors, in its judgment and discretion.

(e) Except as expressly limited herein, the Board of Directors shall have the right in its discretion to: (i) approve or disapprove any Application that a Home be authorized to be a Nonowner-Occupied Home, and (ii) make any determinations the Board of Directors deems necessary or appropriate in determining whether to approve or disapprove an Application. The Board of Directors shall not be deemed to have approved a Home to be a Nonowner-Occupied Home unless at least sixty percent (60%) of the then members of the then Board of Directors of the Association sign a written resolution of the Board of Directors approving same. The Board of Directors shall in good faith attempt to meet to begin consideration of an Application within twenty (20) days of receipt of an Application that is in the form contemplated herein, but failure on the part of the Association to take or failure to consider any Application for a Home to be Nonowner-Occupied Home, or any failure of the Association to be active, or to have a Board of Directors shall not provide any basis or grounds for contending that a Home may be leased or rented or sold under a Disguised Lease Land Contract.

(f) Notwithstanding anything in this Declaration to the contrary:

(i) the Board of Directors shall not have authority to approve a Home to be a Nonowner-Occupied Home for a lease term of less than three (3) consecutive months or more than eighteen (18) consecutive months;

(ii) the Board of Directors shall have no authority to approve a Home to be a Nonowner-Occupied Home if at that time there are already fifteen (15) Homes which are considered a Nonowner-Occupied Home at such time under this Amendment;

(iii) no written land contract entered into prior to the Effective Date shall at any time be deemed a Disguised Lease Land Contract; and

(iv) if an Owner of a Home prior to May 1, 2014, documents to the reasonable satisfaction of the Board of Directors that it entered into written agreements for the lease or rental of his/her Home and such lease was in effect a substantial part of the one year period prior to the Effective Date, then such rental or lease shall be permitted for so long as the Home is owned by the party that held fee simple title to the Home on the Effective Date (the "Grandfathered Owner") or by a transferee of such Home that is, directly or indirectly controlled by, under the common control of the Grandfathered Owner or a spouse or descendent of a person that held a documented equity ownership position in the Grandfathered Owner on the Effective Date.

(g) In the event the Board of Directors approves a request for a Home to be a Nonowner-Occupied Home, any such approval shall be: (i) of only the proposed lease (or proposed Disguised Lease Land Contract, as the case may be) that was submitted to the Board of Directors as part of the Application, and any leasing (or proposed Disguised Lease Land Contract sale, as the case may be) to any other person or entity other than the person or entity identified in the Application submitted to and approved by the Board of Directors must first be presented to the Board of Directors for consideration for approval in the manner Applications are to be considered pursuant to the Seven Oaks Section IV Declaration, and (ii) be for the benefit of only the person, trust, or entity that holds fee simple title to the Home at the time the Owner of such Home delivers an Application to the Board of Directors, and any such approval to lease shall not run with the land and shall not accrue to the benefit of any person, trust, entity, successor or assign that subsequently acquires fee simple title or other interest in the Home, but it is understood that the term of the lease submitted to and approved by the Board of Directors as part of the Application shall be permitted to continue through the unextended date the lease (or land contract, as the case may be) terminates by its terms as established in the lease submitted as part of the Application (which lease termination date shall not be more than eighteen (18) months from lease commencement) notwithstanding any transfer of ownership of the Home. Any renewal or extension of a lease shall require submission of a new Application.

3. Section 7 of the Seven Oaks Section IV Declaration is deleted in its entirety and restated to the following:

Section 7. Attorney Fees and Related Expenses. In the event the Association is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the Association as the successful

party shall be entitled to recover from the Owner against whom the action was brought the reasonable attorney fees, legal costs and expenses incurred in such proceeding.

4. Miscellaneous.

(a) The Seven Oaks Section IV Declaration shall remain in full force and effect, except as amended and modified by this Amendment. This Amendment shall control over any inconsistent or different provisions in the Seven Oaks Section IV Declaration prior to this Amendment.

(b) All notices or requests made under or pursuant to the terms of the Seven Oaks Section IV Declaration (including this Amendment) shall be in writing and shall be deemed to have been given when personally delivered in writing or when delivered by the United States mail, certified or registered mail, to, in the case of the Association, the then registered agent of the Seven Oaks Community Association, Inc., and in the case of a Home, to the record Owner as shown in the records of the Recorder of Allen County, Indiana.

(c) The Seven Oaks Section IV Declaration as amended herein and the restrictions, covenants, agreements, and other terms thereof as amended herein shall run with and be binding on each Lot commencing on the Effective Date, and shall expire ten (10) years after the Effective Date, at which time they shall be automatically extended and renewed without further action for successive periods of ten (10) years each, unless by written agreement signed by not less than sixty percent (60%) of the then Owners of the Lots in the Seven Oaks Addition, it is agreed to change the Seven Oaks Section IV Declaration in whole or in part, or to terminate the same. The first sentence of Section 6.26.1 of the Seven Oaks Section IV Declaration is deleted.

(d) The Association and any Owner of a Lot in the Seven Oaks Addition shall each have the right to enforce, by any proceeding at law or in equity or both, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Seven Oaks Section IV Declaration as in effect from time to time. Failure by the Association, or by any Owner to enforce any covenant or restriction or other provision of the Seven Oaks Section IV Declaration as in effect from time to time shall in no event be deemed a waiver of the right to do so thereafter. Should any one or more of the provisions of the Seven Oaks Section IV Declaration be adjudged by a court or otherwise determined to be deemed invalid or unenforceable, such invalidation or other determination shall in no way affect any other provision of the Seven Oaks Section IV Declaration, all of which other provisions shall remain in full force and effect. The Association shall not be liable for damages, cost or expense of any kind to any person or entity for failing to enforce or carry out the provisions of the Association.

(e) It is acknowledged that at the date of the adoption of this Amendment, the Seven Oaks Community Association, Inc. has been duly organized and is validly existing as an Indiana not-for-profit corporation under the laws of the State of Indiana. The duly elected directors and officers of the Association at this time are as set forth at Exhibit 2 and the acts of the Association and its officers and directors prior to this date are hereby ratified, confirmed and approved.

(f) The directors and officers of the Association shall not be liable to an Owner or any other persons or entities for any error or mistake of judgment exercised in carrying out their duties and responsibilities as directors and officers, except for their own individual willful or wanton misconduct, or gross negligence; nor shall any such directors and officers have any liability for any negligent performance of their duties from which they are granted immunity under IND. CODE § 34-30-4-2. The Association shall indemnify, defend and hold harmless each of its past, present, and future directors and officers to the maximum extent permitted by applicable law.

(g) The Seven Oaks Section IV Declaration (including as modified by this Amendment) may be modified, altered, amended or rescinded in whole or in part by an instrument that is signed by not less than 60% of the Owners of Lots in the Seven Oaks Addition and then recorded in the records of the Recorder of Allen County, Indiana. Any such written modification or amendment or rescission that is so executed and recorded shall not be effective prior to the same being recorded and, if required by applicable law, approval by the Plan Commission of other governmental unit whose approval is required. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same Amendment and shall become effective as to Seven Oaks Addition, Section IV, when one or more counterparts have been signed by at least seventy-five percent (75%) of the Owners of Lots (as defined in paragraph 1.9 of the Seven Oaks Section IV Declaration) in Seven Oaks Addition, Section IV, and such document or a notice or certificate that addresses the adoption of this Amendment is recorded in the records of the Recorder of Allen County, Indiana, it being understood that all parties need not sign the same counterpart.

{Remainder of Page Intentionally Left Blank}

We "approve" restricting
the renting of homes!

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Jospeter Mbuba
Jospeter Mbuba
Date signed: 5/16/14

Florence Mugambi
Florence Mugambi
Date signed: 5/16/14

Property Address: 11019 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 143

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

James Lose

Date signed:

11/9/14

Shelby B. B. B.

Date signed:

11-9-14

Property Address:

11031 Hillstone
Fort Wayne, Indiana 46818

Lot Number:

144

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Kay Brown
Date signed: 9-6-2014

Property Address: 11203 St. Ives Dr.
Fort Wayne, Indiana 46818

Lot Number: 145

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Matthew C. Misner

Mathew C. Misner

Date signed:

10-1-2014

Jennifer L. Misner

Jennifer L. Misner

Date signed:

10-1-2014

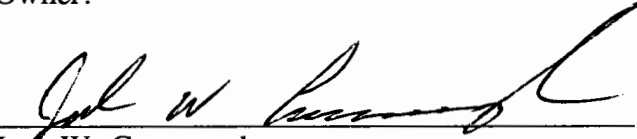
Property Address: 11207 St. Ives Dr.
Fort Wayne, Indiana 46818

Lot Number: 146

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Jack W. Cavanaugh
Date signed: 5-8-2014


Property Address: 11215 St. Ives Dr.
Fort Wayne, Indiana 46818

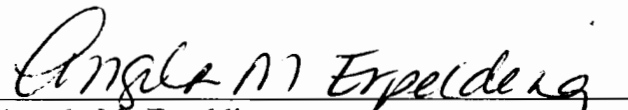
Lot Number: 148

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Matt R. Erpelding
Date signed: 7-31-14


Angela M. Erpelding
Date signed: 7-31-14


Property Address: 2901 Mariposa Place
Fort Wayne, Indiana 46818


Lot Number: 150

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


James V. Lemmon
Date signed: 5-10-14


Jill L. Lemmon
Date signed: 5-10-14

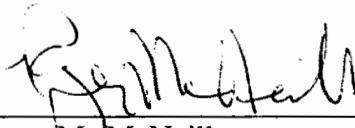
Property Address: 2909 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 151

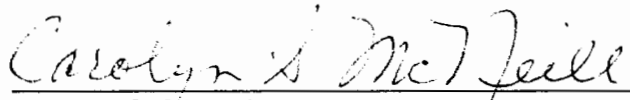
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Roger M. McNeill
Date signed: 5/8/14



Carolyn S. McNeill
Date signed: 5-8-14

Property Address: 2917 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 152

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Elizabeth A. Berk
Roy Ann LP
Date signed: 7/30/2014

Property Address: 2933 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 154

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

A handwritten signature in black ink, appearing to read 'Derrick J. Miller', written over a horizontal line.

Derrick J. Miller

Date signed:

05/08/2014

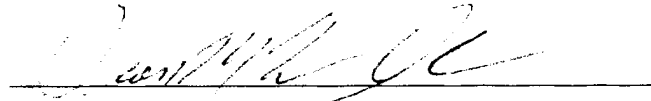
Property Address: 3003 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 155

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Date signed:

11-1-14

Date signed:

Property Address:

3011 MARIPOSA PL
Fort Wayne, Indiana 46818

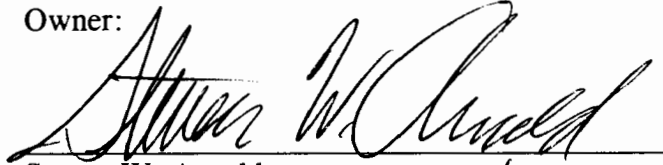
Lot Number:

156

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Steven W. Arnold

Date signed:

5/8/14



Kathleen M. Arnold

Date signed:

5-8-14

Property Address: 3019 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 157

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Anthony S. Fernando
Anthony S. Fernando
Date signed: 5/27/14

P. Fernando
Perpetua E. Fernando
Date signed: 5/27/14

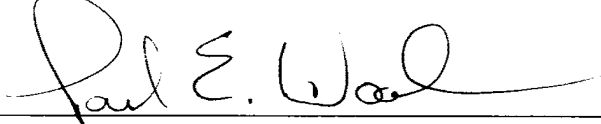
Property Address: 3027 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 158

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

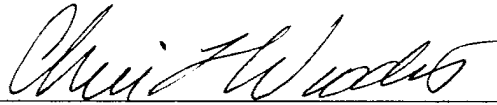
Owner:



Paul E. Woodis

Date signed:

7-30-14



Cheri L. Woodis

Date signed:

8-30-14

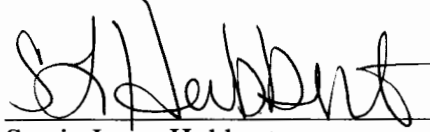
Property Address: 3028 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 160

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Stacie Lynn Hubbert

Date signed:

7-30-14

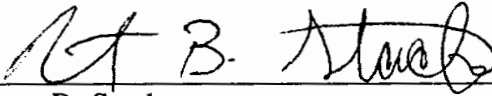
Property Address: 3020 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 161

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

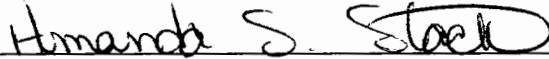
Owner:



Robert B. Stack

Date signed:

5-8-14



Amanda S. Stack

Date signed:

5-8-14

Property Address: 3012 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 162

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Matthew S. Kirk
Matthew S. Kirk
Date signed: 5-10-14

Margaret N. Kirk
Margaret N. Kirk
Date signed: 5-10-14

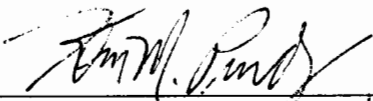
Property Address: 3004 Mariposa Place
Fort Wayne, Indiana 46818

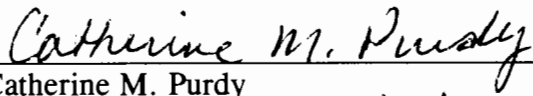
Lot Number: 163

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Kevin M. Purdy
Date signed: 5/11/14


Catherine M. Purdy
Date signed: 5/11/14

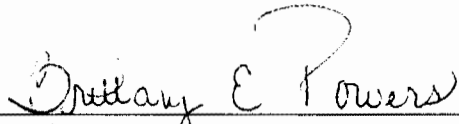
Property Address: 2932 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 164

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Brittany E. Powers
Date signed: 7/31/14

Property Address: 2924 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 165

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

David M. Fuller
David M. Fuller
Date signed: May 08, 2014

Frances J. Fuller
Frances J. Fuller
Date signed: May 08, 2014

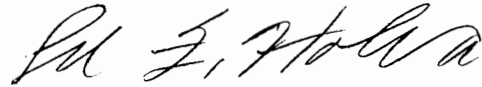
Property Address: 2916 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 166

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

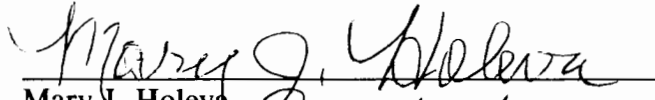
Owner:



Lee F. Holeva

Date signed:

5/9/2014



Mary J. Holeva

Date signed:

5/9/14

Property Address: 2908 Mariposa Place
Fort Wayne, Indiana 46818

Lot Number: 167

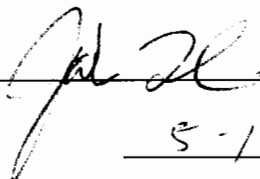
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

John Taylor

Date signed:


5-14-14

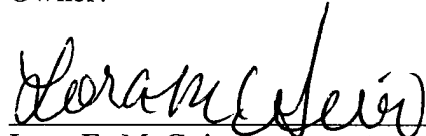
Property Address: 11216 St. Ives Dr.
Fort Wayne, Indiana 46818

Lot Number: 169

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Lora E. McGuire
Date signed: 10/1/14

Property Address: 11210 St. Ives Dr.
Fort Wayne, Indiana 46818

Lot Number: 170

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Angela B. Lippert
Date signed: 11-10-14

Cheryl L. Lippert
Date signed: 11-10-2014

Property Address: 11215 MILLSTONE
Fort Wayne, Indiana 46818

Lot Number: 172

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

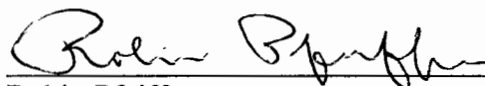
Owner:



Andrew Pfeiffer

Date signed:

6/5/14



Robin Pfeiffer

Date signed:

6/5/14


Property Address: 11202 St. Ives Dr.
Fort Wayne, Indiana 46818

Lot Number: 173

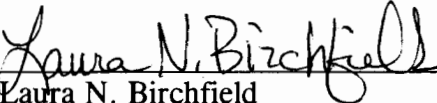
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



David G. Birchfield
Date signed: 5/10/14



Laura N. Birchfield
Date signed: 5/10/14

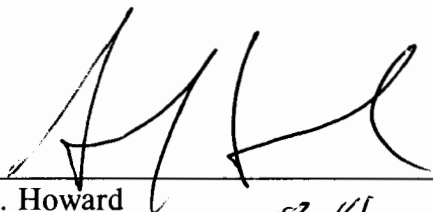
Property Address: 11218 Millstone Dr
Fort Wayne, Indiana 46818

Lot Number: 174

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Andrew S. Howard

Date signed:

5-18-14



Lori L. Howard

Date signed:

5-18-14

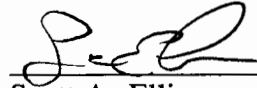
Property Address: 11212 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 175

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Scott A. Ellison

Date signed:

6-5-14

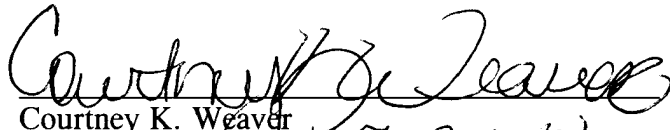
Property Address: 11206 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 176

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Courtney K. Weaver
Date signed: 7-27-14

Property Address: 11134 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 177

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Patrick E. Geary
Patrick E. Geary
Date signed: 7/28/14

Jacklyn G. Geary
~~Jacklyn G. Geary~~
Date signed: 7/28/2014
Charged by
↑
Jim Thomas



Property Address: 11122 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 178

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Date signed:

11-4-14

Date signed:

Property Address:

1110 4th Street N.
Fort Wayne, Indiana 46818

Lot Number:

179

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Kenneth L. Shiveler
Kenneth L. Shiveler
Date signed: May 8, 2014

Donita L. Shiveler
Donita L. Shiveler
Date signed: May 8, 2014

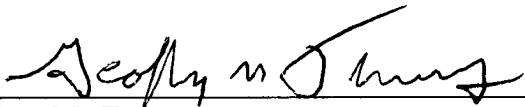
Property Address: 11032 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 180

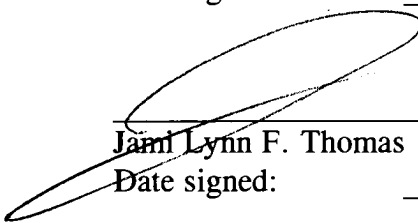
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Geoffrey M. Thomas
Date signed: 5.27.14



Jami Lynn F. Thomas
Date signed: 5/27/14

Property Address: 11020 Millstone Dr.
Fort Wayne, Indiana 46818

Lot Number: 181

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

Exhibit 1

DEFINITIONS

1. Articles. The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.
2. Association. The Seven Oaks Community Association, Inc., an Indiana non-profit corporation, and its successors and assigns.
3. Board of Directors. The duly elected board of directors of the Association.
4. Bylaws. The Bylaws adopted by Seven Oaks Community Association, Inc., and all amendments to those Bylaws.
5. Committee. The Architectural Control Committee established under Section 5 of the Covenants.
6. Common Area. All real property owned by the Association for the common use and enjoyment of Owners.
7. Covenants. This document and the restrictions, limitations and covenants imposed under it.
8. Dwelling Unit. The structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.
9. Home. The single-family residential structure and related improvements constructed and located upon a Lot, including the garage and any appurtenances.
10. Lot, and in plural form, Lots. Any of the platted lots in the Plat or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 65 feet in width as the established front building line as shown on the Plat.
11. Owner, an in the plural form, Owners. The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in any Lot merely as security for the performance of an obligation.
12. Plan Commission. The Allen County Plan Commission, or its successor agency.
13. Plat. The recorded secondary plat of Seven Oaks.
14. Seven Oaks Addition shall mean and refer to the name by which the real estate which is the subject of the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration.

Exhibit 2

DIRECTORS

<u>NAME</u>	<u>POSITION</u>	<u>DIRECTOR TERM EXPIRES</u>
Jill Lemmon	President	12/31/2014
Angie Meyer	Vice President	12/31/2014
Jami Thomas	Secretary	12/31/2014
Charlie McNeill	Treasurer	12/31/2014
Scott Ellison	Maintenance	12/31/2014
Frank VanAllen	Architectural Control	12/31/2014
Chris Meihls	Liaison Officer	12/31/2014
Aaron Cunningham	Board Member	12/31/2014

**AMENDMENT OF DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS
APPENDED TO THE PLAT OF SEVEN OAKS, SECTION V**

This Amendment ("Amendment") is made effective (the "Effective Date") as of the date of the first recording of this Amendment in the records of the Recorder of Allen County, Indiana.

PRELIMINARY STATEMENT:

1. Seven Oaks, Section I, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section I Declaration") recorded in Plat Cabinet C, Page 75, and as Document Number 95-047718 in the records of the Recorder of Allen County, Indiana, on October 17, 1995, and the lots in Seven Oaks, Section I, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section I Declaration.

2. Seven Oaks, Section II, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section II Declaration") recorded in Plat Cabinet C, Page 122, and as Document Number 960053201, in the records of the Recorder of Allen County, Indiana, on September 24, 1996, and the lots in Seven Oaks, Section II, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section II Declaration.

3. Seven Oaks, Section III, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section III Declaration") recorded in Plat Cabinet C, Page 181, and as Document Number 970055228, in the records of the Recorder of Allen County, Indiana, on October 2, 1997, and re-recorded in Plat Cabinet C, page 195, and as Document Number 970069212, in the records of the Recorder of Allen County, Indiana, on December 4, 1997, and the lots in Seven Oaks, Section III, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section III Declaration.

4. Seven Oaks, Section IV, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section IV Declaration") recorded in Plat Cabinet D, Page 45, and as Document Number 980063566, in the records of the Recorder of Allen County, Indiana, on September 10, 1998, and the lots in Seven Oaks, Section IV, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section IV Declaration.

5. Seven Oaks, Section V, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section V Declaration") recorded in Plat Cabinet E, Page 101, and as Document Number 200046957, in the records of the Recorder of Allen County, Indiana, on August 1, 2000, and the lots in Seven Oaks, Section V, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section V Declaration.

6. Seven Oaks, Section VI, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VI Declaration") recorded in Plat Cabinet E, Page 117, and as Document Number 202068721, in the records of the Recorder of Allen County, Indiana, on August 29, 2002, and the lots in Seven Oaks, Section VI, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VI Declaration.

7. Seven Oaks, Section VII, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VII Declaration") recorded in Plat Cabinet E, Page 118, and as Document Number 202069083, in the records of the Recorder of Allen County, Indiana, on August 30, 2002, and the lots in Seven Oaks, Section VII, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VII Declaration.

8. The Seven Oaks, Section II, Plat provides in relevant part that at any time by the agreement of at least seventy-five percent (75%) of the then owners of Lots (as the word "Lot" is defined in paragraph 1.9 of the Seven Oaks Section V Declaration), any or all of the protective (restrictive) covenants set forth in the Seven Oaks Section I Declaration may be changed or abolished.

9. The undersigned, who is an owner of a lot (as the word "lot" is defined in paragraph 1.9 of the Seven Oaks, Section V, Plat) in Seven Oaks, Section V, hereby agrees to amend and supplement the Seven Oaks Section V Declaration in the manner set forth herein.

AGREEMENT:

1. The preliminary statements set forth above and the Exhibits attached hereto are incorporated into and made a part of this Amendment. Capitalized terms not defined in this Amendment shall have the meaning assigned to such terms in Exhibit 1 hereto. The Seven Oaks Section V Declaration is hereby amended and supplemented to include the terms of and as provided in this Amendment.

2. A new Section 11 is added to the end of the existing Declaration, which Section 11 shall be as follows:

Section 11. Owner-Occupancy/Leasing.

(a) Believing that it is in the best interest of all Owners that those residing in Seven Oaks Addition have similar proprietary (property) interests in their Homes and be Owners, and in order to preserve high standards of maintenance and care, attain a low turnover of occupants, and realize other benefits that are believed to accrue from owner-occupancy, it is agreed that no Home shall be a Nonowner-Occupied Home unless the Board of Directors, in its discretion, approves a Home to be a Nonowner-Occupied Home.

(b) A Nonowner-Occupied Home shall mean (i) a Home that is rented or leased by the Owner where during the rental period (1) the Owner of the Home, or (2) the Owner's spouse, or (3) one or more of the Owner's parents or a parent of the spouse of the Owner, or (4) one or more of the children of (a) the Owner, or (b) the Owner's spouse, or (c) a spouse of one of the children of the Owner of the Owner's spouse is not a full-time occupant of the Home; or in the case of a Home owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Home during the rental period; or in the case of a Home owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Home during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation's local, regional or national unit or chapter (as determined by the Board, in its discretion) is not a full-time occupant of the Home during the rental period; and (ii) a Home that is being sold on a "Disguised Lease Land Contract" basis. A Disguised Lease Land Contract shall mean a land contract where (1) the Owner has not received in cash as a down payment at the time the land contract is entered into with the land contract buyer at least ten percent (10%) of the price at which the Home has been contracted for sale; and (2) the land contract (irrespective of the amount of consideration received by the Owner as a down payment) was not recorded within sixty (60) days after the date the land contract was entered into by the Owner and the land contact buyer.

(c) In determining whether to approve a Home to be a Nonowner-Occupied Home, the matters the Board of Directors may consider, in its discretion, shall include, but not be limited to, the following: (a) the total number of Nonowner-Occupied Homes at the time of consideration of the request; (b) the observations and opinions of the Board of Directors concerning whether homes in and/or outside Seven Oaks Addition are maintained and kept up substantially the same as owner-occupied Homes when they are rented or leased or sold under a Disguised Lease Land Contract; and (c) any other factors or circumstances which the Board of Directors believes appropriate for consideration, in its discretion; provided, however, that the Board of Directors shall not at any time consider the age, race, color, creed, religion, sex, sexual orientation, familial status, disability, national origin of the Owner that has made the request, the person(s) to whom the Home is proposed to be rented or leased or sold under a Disguised Lease Land Contract, or other person, nor may the Board of Directors consider any matter or factor which it may not consider under applicable law. In

all instances, the determination of whether a person is a full-time occupant of a Home shall be determined by the Board of Directors, in its discretion.

(d) In the event an Owner of a Home would like a Home to be approved as a Nonowner-Occupied Home, a written request (an "Application") must be made and submitted to the Board of Directors. Upon request of the Board of Directors, the Application shall be on a form prescribed by the Board of Directors from time to time and shall state in detail the reasons and basis the applicant desires to rent or lease (or to sell under a Disguised Lease Land Contract, as the case may be) the Home, the name and address of the proposed tenant/occupant and any other persons that will occupy the Home on a regular basis, and such other information as the Board of Directors may lawfully request. A copy of the written lease under which the Owner will be leasing the Home if the Application is granted by the Board of Directors (or a copy of the proposed land contract in the case of a Disguised Lease Land Contract) shall be attached to the Application. The lease (or the proposed land contract, as the case may be) shall affirmatively state in a conspicuous manner in the body of the proposed lease (or in the body of the proposed land contract, as the case may be) in all capital, underlined letters that (i) a copy of the Declaration, By-Laws, and the Rules and Regulations (including all amendments thereto) are attached to the proposed lease (or to the proposed land contract, as the case may be), and that the tenant (or land contract buyer, as the case may be) agrees to abide by such restrictions and By-Laws while the lease or contract is in force and effect, and such documents shall in fact be attached to the proposed lease (or the proposed land contract, as the case may be), and (ii) that there shall be no more than two persons (the same to include adults and minors) who make the Home their regular residence for each bedroom in the Home. The number of bedrooms in each Home shall be determined by the Board of Directors, in its judgment and discretion.

(e) Except as expressly limited herein, the Board of Directors shall have the right in its discretion to: (i) approve or disapprove any Application that a Home be authorized to be a Nonowner-Occupied Home, and (ii) make any determinations the Board of Directors deems necessary or appropriate in determining whether to approve or disapprove an Application. The Board of Directors shall not be deemed to have approved a Home to be a Nonowner-Occupied Home unless at least sixty percent (60%) of the then members of the then Board of Directors of the Association sign a written resolution of the Board of Directors approving same. The Board of Directors shall in good faith attempt to meet to begin consideration of an Application within twenty (20) days of receipt of an Application that is in the form contemplated herein, but failure on the part of the Association to take or failure to consider any Application for a Home to be Nonowner-Occupied Home, or any failure of the Association to be active, or to have a Board of Directors shall not provide any basis or grounds for contending that a Home may be leased or rented or sold under a Disguised Lease Land Contract.

(f) Notwithstanding anything in this Declaration to the contrary:

(i) the Board of Directors shall not have authority to approve a Home to be a Nonowner-Occupied Home for a lease term of less than three (3) consecutive months or more than eighteen (18) consecutive months;

(ii) the Board of Directors shall have no authority to approve a Home to be a Nonowner-Occupied Home if at that time there are already fifteen (15) Homes which are considered a Nonowner-Occupied Home at such time under this Amendment;

(iii) no written land contract entered into prior to the Effective Date shall at any time be deemed a Disguised Lease Land Contract; and

(iv) if an Owner of a Home prior to May 1, 2014, documents to the reasonable satisfaction of the Board of Directors that it entered into written agreements for the lease or rental of his/her Home and such lease was in effect a substantial part of the one year period prior to the Effective Date, then such rental or lease shall be permitted for so long as the Home is owned by the party that held fee simple title to the Home on the Effective Date (the "Grandfathered Owner") or by a transferee of such Home that is, directly or indirectly controlled by, under the common control of the Grandfathered Owner or a spouse or descendent of a person that held a documented equity ownership position in the Grandfathered Owner on the Effective Date.

(g) In the event the Board of Directors approves a request for a Home to be a Nonowner-Occupied Home, any such approval shall be: (i) of only the proposed lease (or proposed Disguised Lease Land Contract, as the case may be) that was submitted to the Board of Directors as part of the Application, and any leasing (or proposed Disguised Lease Land Contract sale, as the case may be) to any other person or entity other than the person or entity identified in the Application submitted to and approved by the Board of Directors must first be presented to the Board of Directors for consideration for approval in the manner Applications are to be considered pursuant to the Seven Oaks Section V Declaration, and (ii) be for the benefit of only the person, trust, or entity that holds fee simple title to the Home at the time the Owner of such Home delivers an Application to the Board of Directors, and any such approval to lease shall not run with the land and shall not accrue to the benefit of any person, trust, entity, successor or assign that subsequently acquires fee simple title or other interest in the Home, but it is understood that the term of the lease submitted to and approved by the Board of Directors as part of the Application shall be permitted to continue through the unextended date the lease (or land contract, as the case may be) terminates by its terms as established in the lease submitted as part of the Application (which lease termination date shall not be more than eighteen (18) months from lease commencement) notwithstanding any transfer of ownership of the Home. Any renewal or extension of a lease shall require submission of a new Application.

3. Section 7 of the Seven Oaks Section V Declaration is deleted in its entirety and restated to the following:

Section 7. Attorney Fees and Related Expenses. In the event the Association is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the Association as the successful party shall be entitled to recover from the Owner against whom the action was brought the reasonable attorney fees, legal costs and expenses incurred in such proceeding.

4. Miscellaneous.

(a) The Seven Oaks Section V Declaration shall remain in full force and effect, except as amended and modified by this Amendment. This Amendment shall control over any inconsistent or different provisions in the Seven Oaks Section V Declaration prior to this Amendment.

(b) All notices or requests made under or pursuant to the terms of the Seven Oaks Section V Declaration (including this Amendment) shall be in writing and shall be deemed to have been given when personally delivered in writing or when delivered by the United States mail, certified or registered mail, to, in the case of the Association, the then registered agent of the Seven Oaks Community Association, Inc., and in the case of a Home, to the record Owner as shown in the records of the Recorder of Allen County, Indiana.

(c) The Seven Oaks Section V Declaration as amended herein and the restrictions, covenants, agreements, and other terms thereof as amended herein shall run with and be binding on each Lot commencing on the Effective Date, and shall expire ten (10) years after the Effective Date, at which time they shall be automatically extended and renewed without further action for successive periods of ten (10) years each, unless by written agreement signed by not less than sixty percent (60%) of the then Owners of the Lots in the Seven Oaks Addition, it is agreed to change the Seven Oaks Section V Declaration in whole or in part, or to terminate the same. The first sentence of Section 6.26.1 of the Seven Oaks Section V Declaration is deleted.

(d) The Association and any Owner of a Lot in the Seven Oaks Addition shall each have the right to enforce, by any proceeding at law or in equity or both, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Seven Oaks Section V Declaration as in effect from time to time. Failure by the Association, or by any Owner to enforce any covenant or restriction or other provision of the Seven Oaks Section V Declaration as in effect from time to time shall in no event be deemed a waiver of the right to do so thereafter. Should any one or more of the provisions of the Seven Oaks Section V Declaration be adjudged by a court or otherwise determined to be deemed invalid or unenforceable, such invalidation or other determination shall in no way affect any other provision of the Seven Oaks Section V Declaration, all of which other provisions shall remain in full force and effect. The Association shall not be liable for damages, cost or expense of any kind to any person or entity for failing to enforce or carry out the provisions of the Association.

(e) It is acknowledged that at the date of the adoption of this Amendment, the Seven Oaks Community Association, Inc. has been duly organized and is validly existing as an Indiana not-for-profit corporation under the laws of the State of Indiana. The duly elected directors and officers of the Association at this time are as set forth at Exhibit 2 and the acts of the Association and its officers and directors prior to this date are hereby ratified, confirmed and approved.

(f) The directors and officers of the Association shall not be liable to an Owner or any other persons or entities for any error or mistake of judgment exercised in carrying out their duties and responsibilities as directors and officers, except for their own individual willful or wanton misconduct, or gross negligence; nor shall any such directors and officers have any liability for any negligent performance of their duties from which they are granted immunity under IND. CODE § 34-30-4-2. The Association shall

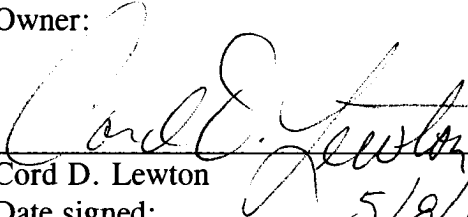
indemnify, defend and hold harmless each of its past, present, and future directors and officers to the maximum extent permitted by applicable law.

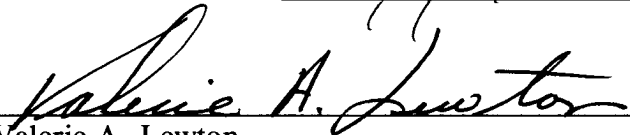
(g) The Seven Oaks Section V Declaration (including as modified by this Amendment) may be modified, altered, amended or rescinded in whole or in part by an instrument that is signed by not less than 60% of the Owners of Lots in the Seven Oaks Addition and then recorded in the records of the Recorder of Allen County, Indiana. Any such written modification or amendment or rescission that is so executed and recorded shall not be effective prior to the same being recorded and, if required by applicable law, approval by the Plan Commission of other governmental unit whose approval is required. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same Amendment and shall become effective as to Seven Oaks Addition, Section V, when one or more counterparts have been signed by at least seventy-five percent (75%) of the Owners of Lots (as defined in paragraph 1.9 of the Seven Oaks Section V Declaration) in Seven Oaks Addition, Section V, and such document or a notice or certificate that addresses the adoption of this Amendment is recorded in the records of the Recorder of Allen County, Indiana, it being understood that all parties need not sign the same counterpart.

{Remainder of Page Intentionally Left Blank}

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Cord D. Lewton
Date signed: 5/8/14


Valerie A. Lewton
Date signed: 5/8/2014

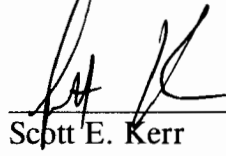
Property Address: 2903 Marne Place
Fort Wayne, Indiana 46818

Lot Number: 182

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Scott E. Kerr

Date signed:

10/4/14

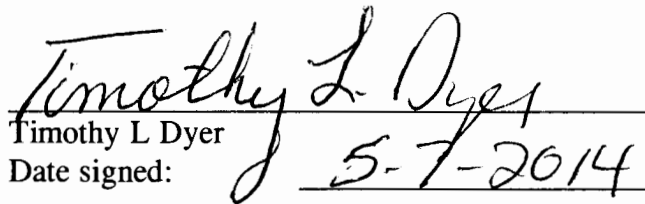
Property Address: 2911 Marne Place
Fort Wayne, Indiana 46818

Lot Number: 183

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Timothy L Dyer
Date signed: 5-7-2014

Property Address: 2919 Marne Place
Fort Wayne, Indiana 46818

Lot Number: 184

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

William F. Borgmann, Jr.
William F. Borgmann, Jr.
Date signed: May 15, 2014

Property Address: 2927 Marne Place
Fort Wayne, Indiana 46818

Lot Number: 185

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Mark S. Sorich
Mark S. Sorich
Date signed: 5/31/14

Annette L. Sorich
Annette Sorich
Date signed: 5-31-14

Property Address: 3031 Marne Place
Fort Wayne, Indiana 46818

Lot Number: 190

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Aaron L. Rogers
Aaron L. Rogers
Date signed: 10-1-14

Angela M. Rogers
Angela M. Rogers
Date signed: 10-1-14

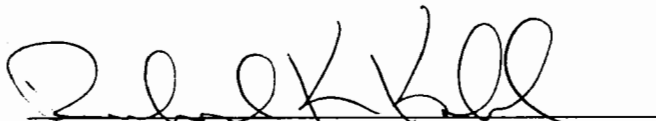
Property Address: 3030 Marne Place
Fort Wayne, Indiana 46818

Lot Number: 191

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

A handwritten signature in black ink, appearing to read 'Richard Keith Kohl', written over a horizontal line.

Richard Keith Kohl

Date signed:

5/18/2014

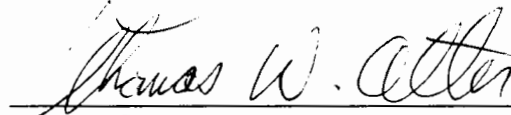
Property Address: 3014 Marne Place
Fort Wayne, Indiana 46818

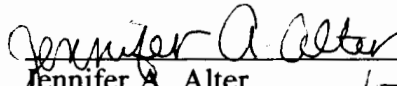
Lot Number: 193

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Thomas W. Alter
Date signed: 5/7/14


Jennifer A. Alter
Date signed: 5/7/2014

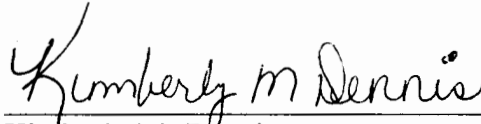
Property Address: 3006 Marne Place
Fort Wayne, Indiana 46818

Lot Number: 194

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Kimberly M. Dennis

Date signed:

10/1/14

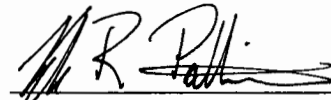
Property Address: 2932 Marne Place
Fort Wayne, Indiana 46818

Lot Number: 195

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

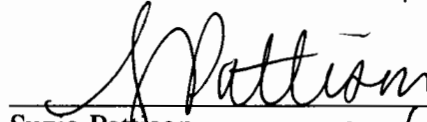
Owner:



Kyle Pattison

Date signed:

5/9/14



Suzie Pattison

Date signed:

5/9/14

Property Address: 2924 Marne Place
Fort Wayne, Indiana 46818

Lot Number: 196

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Kiriaki Boutaris
Kiriaki Boutaris
Date signed: _____

Ioannis Boutaris
Ioannis Boutaris
Date signed: 5-11-14

Property Address: 2916 Marne Place
Fort Wayne, Indiana 46818

Lot Number: 197

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

X Melvin S. Smith
Date signed: 11-9-14

X Robin Smith
Date signed: 11-9-14

Property Address: 2904 Marne Pl
Fort Wayne, Indiana 46818

Lot Number: 198

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner

Janet Schutte

Date signed:

10/12/14

[Signature]

10/12/14

Date signed:

Property Address:

11317 St. Ives Dr.
Fort Wayne, Indiana 46818

Lot Number:

199

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Allen V Ceresa

Allen V. Ceresa

Date signed:

5-8-2014

Biljana Ceresa

Biljana Ceresa

Date signed:

5-8-2014


Property Address: 11325 St. Ives Dr.
Fort Wayne, Indiana 46818

Lot Number: 200

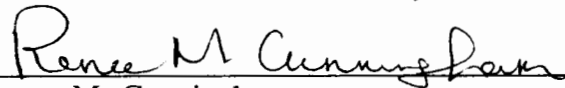
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Aaron J. Cunningham
Date signed: 5/8/14



Renee M. Cunningham
Date signed: 5-8-14


Property Address: 11333 St. Ives Dr.
Fort Wayne, Indiana 46818

Lot Number: 201

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Juan C. Leon

Date signed: 10/11/14



Ivette M. Leon

Date signed: 10-13-14

Property Address: 2931 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 203

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

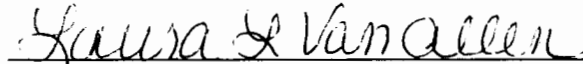
Owner:



Francis V. Van Allen

Date signed:

5/14/14



Laura L. Van Allen f/k/a Laura L. Darin

Date signed:

5-14-14


Property Address: 2939 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 204

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.


Owner:



David L. Gebert

Date signed:

5/10/14



Tara L. Gebert

Date signed:

5/10/14

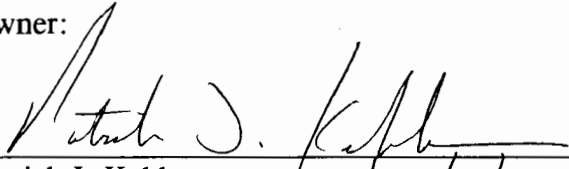
Property Address: 3005 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 205

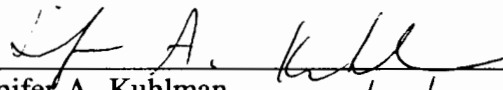
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Patrick J. Kuhlman
Date signed: 5/7/14



Jennifer A. Kuhlman
Date signed: 5/7/14

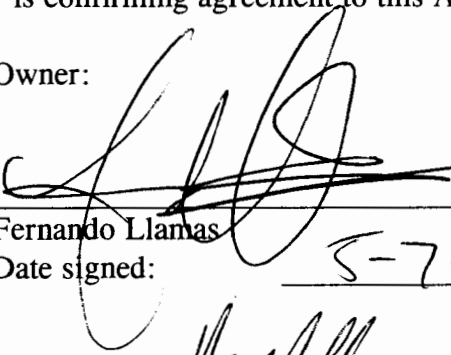
Property Address: 3013 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 206

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.


Owner:



Fernando Llamas

Date signed:

5-7-14



Megan Llamas

Date signed:

5-7-14

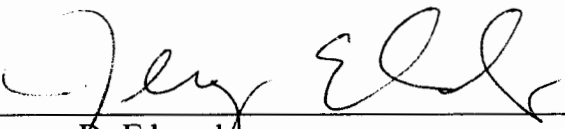
Property Address: 3029 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 208

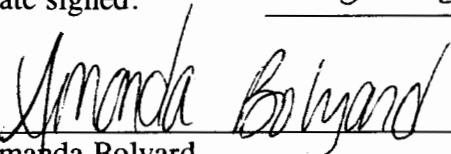
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Jeremy D. Edwards
Date signed: 5-13-2014



Amanda Bolyard
Date signed: 5-13-14

Property Address: 3037 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 209

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Calvin L. Shannon

Date signed:

8-20-14

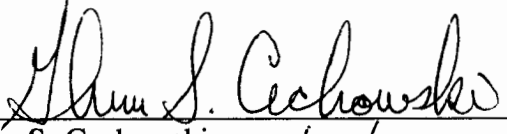
Property Address: 3030 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 211

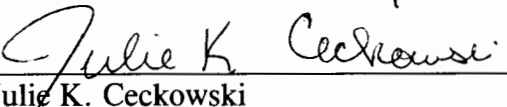
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Glenn S. Ceckowski
Date signed: 5/14/2014



Julie K. Ceckowski
Date signed: 5-14-2014

Property Address: 3024 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 212

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Min Liu

Date signed:

9/28/14

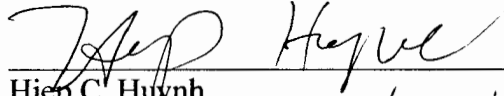
Property Address: 3016 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 213

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Hiep C. Huynh
Date signed: 8/20/14

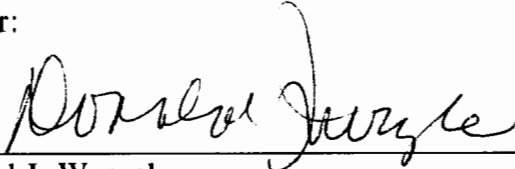
Property Address: 3008 Water Wheel Run
Fort Wayne, Indiana 46818

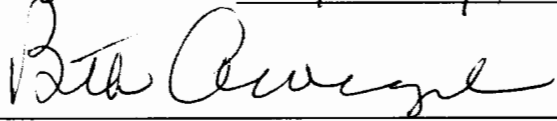
Lot Number: 214

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Donald J. Wenzel
Date signed: 10-8-14


Beth Ann Wenzel
Date signed: 10-8-14

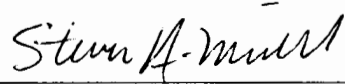
Property Address: 2926 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 216

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

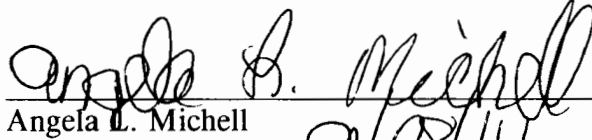
By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Steven A. Michell

Date signed: _____



Angela L. Michell

Date signed: _____



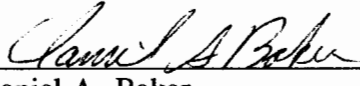
Property Address: 2918 Water Wheel Run
Fort Wayne, Indiana 46818

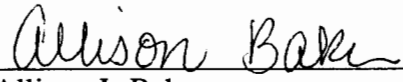
Lot Number: 217

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Daniel A. Baker
Date signed: 5/7/14


Allison J. Baker
Date signed: 5/8/14

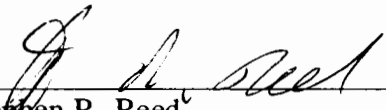
Property Address: 2910 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 218

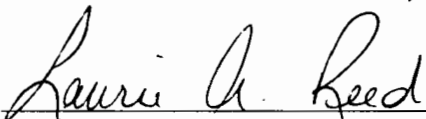
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Stephen R. Reed
Date signed: 9-28-14



Laurie A. Reed
Date signed: 9-28-14

Property Address: 2902 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 219

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Melanie Strong

Melanie Strong

Date signed:

10/8/14

Property Address: 2830 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 221

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Julianne McKeef

Date signed:

11/18/14

Date signed:

Property Address:

11320 St. Ives Dr.
Fort Wayne, Indiana 46818

Lot Number:

224

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

ERIC FREEMAN

Date signed: 10-12-14

Eric D. Freeman

Date signed: _____

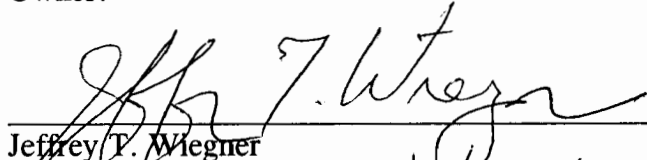
Property Address: 11312 ST. IVES
Fort Wayne, Indiana 46818

Lot Number: 225

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Jeffrey T. Wiegner
Date signed: 5/9/2014


Property Address: 11304 St. Ives Dr.
Fort Wayne, Indiana 46818

Lot Number: 226

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Catherine L. Leatherman
Date signed: 5/12/14

Property Address: 11235 St Ives Dr.
Fort Wayne, Indiana 46818

Lot Number: 227

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

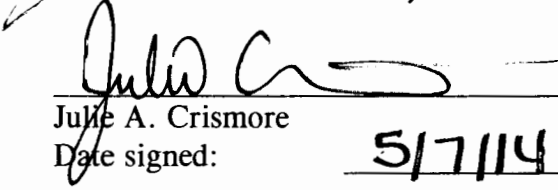
By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Joshua E. Crismore

Date signed:

5/7/14


Julie A. Crismore

Date signed:

5/7/14

Property Address: 11232 St Ives Dr.
Fort Wayne, Indiana 46818

Lot Number: 228

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

Exhibit 1

DEFINITIONS

1. **Articles.** The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.
2. **Association.** The Seven Oaks Community Association, Inc., an Indiana non-profit corporation, and its successors and assigns.
3. **Board of Directors.** The duly elected board of directors of the Association.
4. **Bylaws.** The Bylaws adopted by Seven Oaks Community Association, Inc., and all amendments to those Bylaws.
5. **Committee.** The Architectural Control Committee established under Section 5 of the Covenants.
6. **Common Area.** All real property owned by the Association for the common use and enjoyment of Owners.
7. **Covenants.** This document and the restrictions, limitations and covenants imposed under it.
8. **Dwelling Unit.** The structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.
9. **Home.** The single-family residential structure and related improvements constructed and located upon a Lot, including the garage and any appurtenances.
10. **Lot, and in plural form, Lots.** Any of the platted lots in the Plat or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 65 feet in width as the established front building line as shown on the Plat.
11. **Owner, an in the plural form, Owners.** The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in any Lot merely as security for the performance of an obligation.
12. **Plan Commission.** The Allen County Plan Commission, or its successor agency.
13. **Plat.** The recorded secondary plat of Seven Oaks.
14. **Seven Oaks Addition** shall mean and refer to the name by which the real estate which is the subject of the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration.

Exhibit 2

DIRECTORS

<u>NAME</u>	<u>POSITION</u>	<u>DIRECTOR TERM EXPIRES</u>
Jill Lemmon	President	12/31/2014
Angie Meyer	Vice President	12/31/2014
Jami Thomas	Secretary	12/31/2014
Charlie McNeill	Treasurer	12/31/2014
Scott Ellison	Maintenance	12/31/2014
Frank VanAllen	Architectural Control	12/31/2014
Chris Meihls	Liaison Officer	12/31/2014
Aaron Cunningham	Board Member	12/31/2014

**AMENDMENT OF DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS
APPENDED TO THE PLAT OF SEVEN OAKS, SECTION VI**

This Amendment ("Amendment") is made effective (the "Effective Date") as of the date of the first recording of this Amendment in the records of the Recorder of Allen County, Indiana.

PRELIMINARY STATEMENT:

1. Seven Oaks, Section I, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section I Declaration") recorded in Plat Cabinet C, Page 75, and as Document Number 95-047718 in the records of the Recorder of Allen County, Indiana, on October 17, 1995, and the lots in Seven Oaks, Section I, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section I Declaration.

2. Seven Oaks, Section II, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section II Declaration") recorded in Plat Cabinet C, Page 122, and as Document Number 960053201, in the records of the Recorder of Allen County, Indiana, on September 24, 1996, and the lots in Seven Oaks, Section II, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section II Declaration.

3. Seven Oaks, Section III, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section III Declaration") recorded in Plat Cabinet C, Page 181, and as Document Number 970055228, in the records of the Recorder of Allen County, Indiana, on October 2, 1997, and re-recorded in Plat Cabinet C, page 195, and as Document Number 970069212, in the records of the Recorder of Allen County, Indiana, on December 4, 1997, and the lots in Seven Oaks, Section III, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section III Declaration.

4. Seven Oaks, Section IV, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section IV Declaration") recorded in Plat Cabinet D, Page 45, and as Document Number 980063566, in the records of the Recorder of Allen County, Indiana, on September 10, 1998, and the lots in Seven Oaks, Section IV, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section IV Declaration.

5. Seven Oaks, Section V, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section V Declaration") recorded in Plat Cabinet E, Page 101, and as Document Number 200046957, in the records of the Recorder of Allen County, Indiana, on August 1, 2000, and the lots in Seven Oaks, Section V, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section V Declaration.

6. Seven Oaks, Section VI, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VI Declaration") recorded in Plat Cabinet E, Page 117, and as Document Number 202068721, in the records of the Recorder of Allen County, Indiana, on August 29, 2002, and the lots in Seven Oaks, Section VI, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VI Declaration.

7. Seven Oaks, Section VII, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VII Declaration") recorded in Plat Cabinet E, Page 118, and as Document Number 202069083, in the records of the Recorder of Allen County, Indiana, on August 30, 2002, and the lots in Seven Oaks, Section VII, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VII Declaration.

8. The Seven Oaks, Section II, Plat provides in relevant part that at any time by the agreement of at least seventy-five percent (75%) of the then owners of Lots (as the word "Lot" is defined in paragraph 1.9 of the Seven Oaks Section VI Declaration), any or all of the protective (restrictive) covenants set forth in the Seven Oaks Section I Declaration may be changed or abolished.

9. The undersigned, who is an owner of a lot (as the word "lot" is defined in paragraph 1.9 of the Seven Oaks, Section VI, Plat) in Seven Oaks, Section VI, hereby agrees to amend and supplement the Seven Oaks Section VI Declaration in the manner set forth herein.

AGREEMENT:

1. The preliminary statements set forth above and the Exhibits attached hereto are incorporated into and made a part of this Amendment. Capitalized terms not defined in this Amendment shall have the meaning assigned to such terms in Exhibit 1 hereto. The Seven Oaks Section VI Declaration is hereby amended and supplemented to include the terms of and as provided in this Amendment.

2. A new Section 11 is added to the end of the existing Declaration, which Section 11 shall be as follows:

Section 11. Owner-Occupancy/Leasing.

(a) Believing that it is in the best interest of all Owners that those residing in Seven Oaks Addition have similar proprietary (property) interests in their Homes and be Owners, and in order to preserve high standards of maintenance and care, attain a low turnover of occupants, and realize other benefits that are believed to accrue from owner-occupancy, it is agreed that no Home shall be a Nonowner-Occupied Home unless the Board of Directors, in its discretion, approves a Home to be a Nonowner-Occupied Home.

(b) A Nonowner-Occupied Home shall mean (i) a Home that is rented or leased by the Owner where during the rental period (1) the Owner of the Home, or (2) the Owner's spouse, or (3) one or more of the Owner's parents or a parent of the spouse of the Owner, or (4) one or more of the children of (a) the Owner, or (b) the Owner's spouse, or (c) a spouse of one of the children of the Owner of the Owner's spouse is not a full-time occupant of the Home; or in the case of a Home owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Home during the rental period; or in the case of a Home owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Home during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation's local, regional or national unit or chapter (as determined by the Board, in its discretion) is not a full-time occupant of the Home during the rental period; and (ii) a Home that is being sold on a "Disguised Lease Land Contract" basis. A Disguised Lease Land Contract shall mean a land contract where (1) the Owner has not received in cash as a down payment at the time the land contract is entered into with the land contract buyer at least ten percent (10%) of the price at which the Home has been contracted for sale; and (2) the land contract (irrespective of the amount of consideration received by the Owner as a down payment) was not recorded within sixty (60) days after the date the land contract was entered into by the Owner and the land contract buyer.

(c) In determining whether to approve a Home to be a Nonowner-Occupied Home, the matters the Board of Directors may consider, in its discretion, shall include, but not be limited to, the following: (a) the total number of Nonowner-Occupied Homes at the time of consideration of the request; (b) the observations and opinions of the Board of Directors concerning whether homes in and/or outside Seven Oaks Addition are maintained and kept up substantially the same as owner-occupied Homes when they are rented or leased or sold under a Disguised Lease Land Contract; and (c) any other factors or circumstances which the Board of Directors believes appropriate for consideration, in its discretion; provided, however, that the Board of Directors shall not at any time consider the age, race, color, creed, religion, sex, sexual orientation, familial status, disability, national origin of the Owner that has made the request, the person(s) to whom the Home is proposed to be rented or leased or sold under a Disguised Lease Land Contract, or other person, nor may the

Board of Directors consider any matter or factor which it may not consider under applicable law. In all instances, the determination of whether a person is a full-time occupant of a Home shall be determined by the Board of Directors, in its discretion.

(d) In the event an Owner of a Home would like a Home to be approved as a Nonowner-Occupied Home, a written request (an "Application") must be made and submitted to the Board of Directors. Upon request of the Board of Directors, the Application shall be on a form prescribed by the Board of Directors from time to time and shall state in detail the reasons and basis the applicant desires to rent or lease (or to sell under a Disguised Lease Land Contract, as the case may be) the Home, the name and address of the proposed tenant/occupant and any other persons that will occupy the Home on a regular basis, and such other information as the Board of Directors may lawfully request. A copy of the written lease under which the Owner will be leasing the Home if the Application is granted by the Board of Directors (or a copy of the proposed land contract in the case of a Disguised Lease Land Contract) shall be attached to the Application. The lease (or the proposed land contract, as the case may be) shall affirmatively state in a conspicuous manner in the body of the proposed lease (or in the body of the proposed land contract, as the case may be) in all capital, underlined letters that (i) a copy of the Declaration, By-Laws, and the Rules and Regulations (including all amendments thereto) are attached to the proposed lease (or to the proposed land contract, as the case may be), and that the tenant (or land contract buyer, as the case may be) agrees to abide by such restrictions and By-Laws while the lease or contract is in force and effect, and such documents shall in fact be attached to the proposed lease (or the proposed land contract, as the case may be), and (ii) that there shall be no more than two persons (the same to include adults and minors) who make the Home their regular residence for each bedroom in the Home. The number of bedrooms in each Home shall be determined by the Board of Directors, in its judgment and discretion.

(e) Except as expressly limited herein, the Board of Directors shall have the right in its discretion to: (i) approve or disapprove any Application that a Home be authorized to be a Nonowner-Occupied Home, and (ii) make any determinations the Board of Directors deems necessary or appropriate in determining whether to approve or disapprove an Application. The Board of Directors shall not be deemed to have approved a Home to be a Nonowner-Occupied Home unless at least sixty percent (60%) of the then members of the then Board of Directors of the Association sign a written resolution of the Board of Directors approving same. The Board of Directors shall in good faith attempt to meet to begin consideration of an Application within twenty (20) days of receipt of an Application that is in the form contemplated herein, but failure on the part of the Association to take or failure to consider any Application for a Home to be Nonowner-Occupied Home, or any failure of the Association to be active, or to have a Board of Directors shall not provide any basis or grounds for contending that a Home may be leased or rented or sold under a Disguised Lease Land Contract.

(f) Notwithstanding anything in this Declaration to the contrary:

(i) the Board of Directors shall not have authority to approve a Home to be a Nonowner-Occupied Home for a lease term of less than three (3) consecutive months or more than eighteen (18) consecutive months;

(ii) the Board of Directors shall have no authority to approve a Home to be a Nonowner-Occupied Home if at that time there are already fifteen (15) Homes which are considered a Nonowner-Occupied Home at such time under this Amendment;

(iii) no written land contract entered into prior to the Effective Date shall at any time be deemed a Disguised Lease Land Contract; and

(iv) if an Owner of a Home prior to May 1, 2014, documents to the reasonable satisfaction of the Board of Directors that it entered into written agreements for the lease or rental of his/her Home and such lease was in effect a substantial part of the one year period prior to the Effective Date, then such rental or lease shall be permitted for so long as the Home is owned by the party that held fee simple title to the Home on the Effective Date (the "Grandfathered Owner") or by a transferee of such Home that is, directly or indirectly controlled by, under the common control of the Grandfathered Owner or a spouse or descendent of a person that held a documented equity ownership position in the Grandfathered Owner on the Effective Date.

(g) In the event the Board of Directors approves a request for a Home to be a Nonowner-Occupied Home, any such approval shall be: (i) of only the proposed lease (or proposed Disguised Lease Land Contract, as the case may be) that was submitted to the Board of Directors as part of the Application, and any leasing (or proposed Disguised Lease Land Contract sale, as the case may be) to any other person or entity other than the person or entity identified in the Application submitted to and approved by the Board of Directors must first be presented to the Board of Directors for consideration for approval in the manner Applications are to be considered pursuant to the Seven Oaks Section VI Declaration, and (ii) be for the benefit of only the person, trust, or entity that holds fee simple title to the Home at the time the Owner of such Home delivers an Application to the Board of Directors, and any such approval to lease shall not run with the land and shall not accrue to the benefit of any person, trust, entity, successor or assign that subsequently acquires fee simple title or other interest in the Home, but it is understood that the term of the lease submitted to and approved by the Board of Directors as part of the Application shall be permitted to continue through the unextended date the lease (or land contract, as the case may be) terminates by its terms as established in the lease submitted as part of the Application (which lease termination date shall not be more than eighteen (18) months from lease commencement) notwithstanding any transfer of ownership of the Home. Any renewal or extension of a lease shall require submission of a new Application.

3. Section 7 of the Seven Oaks Section VI Declaration is deleted in its entirety and restated to the following:

Section 7. Attorney Fees and Related Expenses. In the event the Association is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the Association as the successful party shall be entitled to recover from the Owner against whom the action was brought the reasonable attorney fees, legal costs and expenses incurred in such proceeding.

4. Miscellaneous.

(a) The Seven Oaks Section VI Declaration shall remain in full force and effect, except as amended and modified by this Amendment. This Amendment shall control over any inconsistent or different provisions in the Seven Oaks Section VI Declaration prior to this Amendment.

(b) All notices or requests made under or pursuant to the terms of the Seven Oaks Section VI Declaration (including this Amendment) shall be in writing and shall be deemed to have been given when personally delivered in writing or when delivered by the United States mail, certified or registered mail, to, in the case of the Association, the then registered agent of the Seven Oaks Community Association, Inc., and in the case of a Home, to the record Owner as shown in the records of the Recorder of Allen County, Indiana.

(c) The Seven Oaks Section VI Declaration as amended herein and the restrictions, covenants, agreements, and other terms thereof as amended herein shall run with and be binding on each Lot commencing on the Effective Date, and shall expire ten (10) years after the Effective Date, at which time they shall be automatically extended and renewed without further action for successive periods of ten (10) years each, unless by written agreement signed by not less than sixty percent (60%) of the then Owners of the Lots in the Seven Oaks Addition, it is agreed to change the Seven Oaks Section VI Declaration in whole or in part, or to terminate the same. The first sentence of Section 6.26.1 of the Seven Oaks Section VI Declaration is deleted.

(d) The Association and any Owner of a Lot in the Seven Oaks Addition shall each have the right to enforce, by any proceeding at law or in equity or both, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Seven Oaks Section VI Declaration as in effect from time to time. Failure by the Association, or by any Owner to enforce any covenant or restriction or other provision of the Seven Oaks Section VI Declaration as in effect from time to time shall in no event be deemed a waiver of the right to do so thereafter. Should any one or more of the provisions of the Seven Oaks Section VI Declaration be adjudged by a court or otherwise determined to be deemed invalid or unenforceable, such invalidation or other determination shall in no way affect any other provision of the Seven Oaks Section VI Declaration, all of which other provisions shall remain in full force and effect. The Association shall not be liable for damages, cost or expense of any kind to any person or entity for failing to enforce or carry out the provisions of the Association.

(e) It is acknowledged that at the date of the adoption of this Amendment, the Seven Oaks Community Association, Inc. has been duly organized and is validly existing as an Indiana not-for-profit corporation under the laws of the State of Indiana. The duly elected directors and officers of the Association at this time are as set forth at Exhibit 2 and the acts of the Association and its officers and directors prior to this date are hereby ratified, confirmed and approved.

(f) The directors and officers of the Association shall not be liable to an Owner or any other persons or entities for any error or mistake of judgment exercised in carrying out their duties and responsibilities as directors and officers, except for their own individual willful or wanton misconduct, or gross negligence; nor shall any such directors and officers have any liability for any negligent performance of their duties from which they are granted immunity under IND. CODE § 34-30-4-2. The Association shall


indemnify, defend and hold harmless each of its past, present, and future directors and officers to the maximum extent permitted by applicable law.

(g) The Seven Oaks Section VI Declaration (including as modified by this Amendment) may be modified, altered, amended or rescinded in whole or in part by an instrument that is signed by not less than 60% of the Owners of Lots in the Seven Oaks Addition and then recorded in the records of the Recorder of Allen County, Indiana. Any such written modification or amendment or rescission that is so executed and recorded shall not be effective prior to the same being recorded and, if required by applicable law, approval by the Plan Commission of other governmental unit whose approval is required. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same Amendment and shall become effective as to Seven Oaks Addition, Section VI, when one or more counterparts have been signed by at least seventy-five percent (75%) of the Owners of Lots (as defined in paragraph 1.9 of the Seven Oaks Section VI Declaration) in Seven Oaks Addition, Section VI, and such document or a notice or certificate that addresses the adoption of this Amendment is recorded in the records of the Recorder of Allen County, Indiana, it being understood that all parties need not sign the same counterpart.

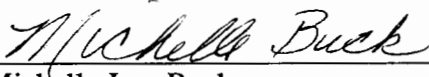
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By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Nick G. Buck
Date signed: 5-8-14



Michelle Lee Buck
Date signed: 5-8-14

Property Address: 3113 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 229

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Kim Hinckley
Date signed: 11-9-14

[Signature]
Date signed: 11-9-14

Property Address: 11310 KNOTTON
Fort Wayne, Indiana 46818

Lot Number: ~~221~~ 231

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

Please RSVP By October 13th.
Thank you

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Deborah Walters

Date signed:

10.9.2014

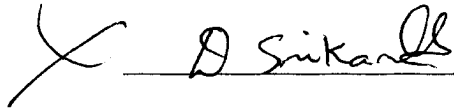
Property Address: 11236 Knollton Run
Fort Wayne, Indiana 46818

Lot Number: 232


This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

_____

Date signed: 11/09/14

_____

Property Address: 11224 KNOXTON RUN
Fort Wayne, Indiana 46818

Lot Number: 233

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

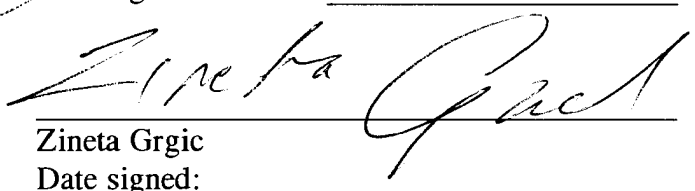
By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Enver Grgic

Date signed: _____



Zineta Grgic

Date signed: _____

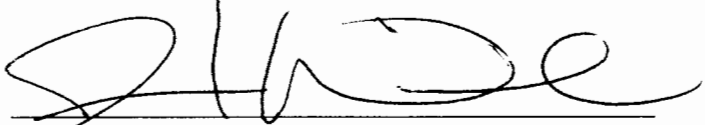
Property Address: 3203 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 234

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

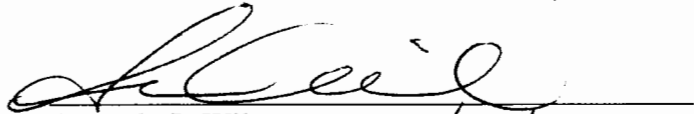
Owner:



Jarrod M. Wilson

Date signed:

10/12/14



Amanda J. Wilson

Date signed:

10/12/14

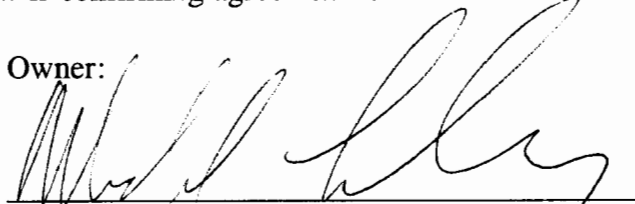
Property Address: 3221 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 236

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Michael T. Lachberg

Date signed:

5-8-14



Deborah A. Lachberg

Date signed:

2/8/2014

Property Address: 3229 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 237

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Souvanh Phongkhammeung

Date signed:

10-8-14

Property Address: 3309 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 238

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

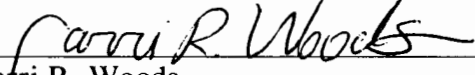
Owner:



John N. Woods

Date signed:

Oct. 8 2014



Carri R. Woods

Date signed:

10/8/14

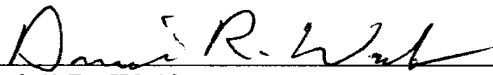
Property Address: 3317 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 239

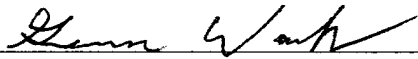
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Daniell R. Wolf
Date signed: 10-8-2014



Gena L. Wolf
Date signed: 10-8-2014

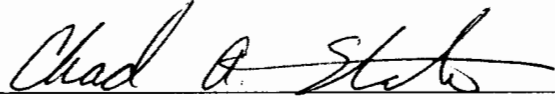
Property Address: 3333 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 241

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

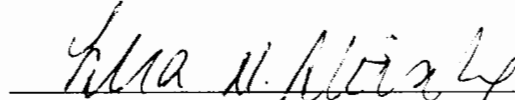
Owner:



Chad A. Steinke

Date signed:

10-8-14



Lisa N. Steinke

Date signed:

10/8/14

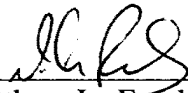
Property Address: 3324 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 242

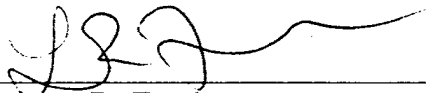
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Matthew L. Franks
Date signed: 10-8-14



Leanne R. Franks
Date signed: 10-8-14

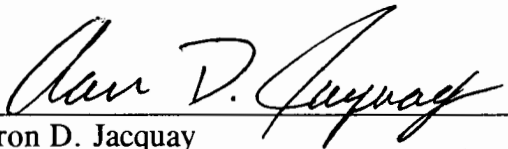
Property Address: 3316 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 243


This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Aaron D. Jacquay
Date signed: 5-8-14



Jamie Jacquay
Date signed: 5-8-14

Property Address: 3308 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 244

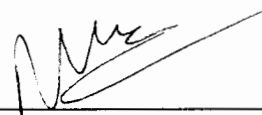
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Phuoc C. Nguyen

Date signed:


05/28/2014

Chi T. Bui

Date signed:


05/28/2014

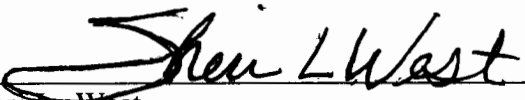
Property Address: 3236 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 245

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Sheri L. West
Date signed: 5/9/14

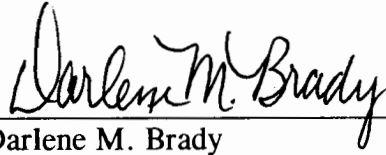
Property Address: ³²²⁸
3328 Caledon Place
Fort Wayne, Indiana 46818

Lot Number: 246

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Darlene M. Brady
Date signed: 5/8/14

Property Address: 3212 Caledon Place
Fort Wayne, Indiana 46818

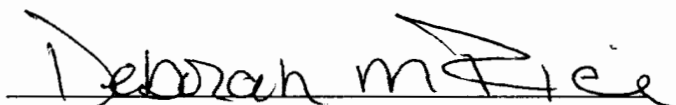
Lot Number: 248

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Richard E. Rice
Date signed: 5/12/14


Deborah M. Rice
Date signed: 5/12/14

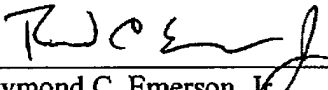
Property Address: 3205 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 250

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Raymond C. Emerson, Jr.
Date signed: 8/26/2014

Property Address: 3217 Water Wheel Run
Fort Wayne, Indiana 46818

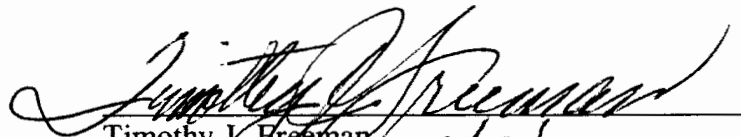
Lot Number: 252

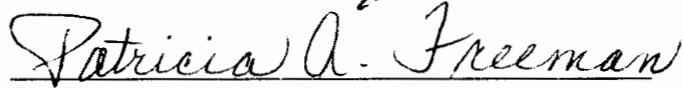
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

Send to: ellisonscott@comcast.net

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Timothy J. Freeman
Date signed: 5/9/2014


Patricia A. Freeman
Date signed: 5/9/2014

Property Address: 3223 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 253

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Yuriy Popkov
Yuriy Popkov
Date signed: 05/11/2014

Eleonora Popkova
Eleonora Popkova
Date signed: 05/11/2014

Property Address: 3229 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 254

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Michelle L. Stout f/k/a Michelle L. Hauptert

Date signed:

5/8/2014

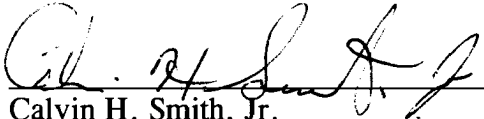
Property Address: 3313 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 256

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

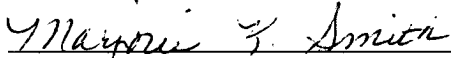
By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Calvin H. Smith, Jr.

Date signed:

5/10/2014


Marjorie K. Smith

Date signed:

5/10/14

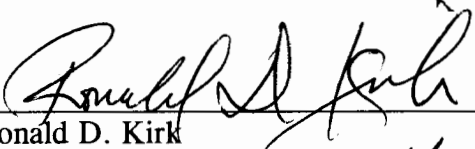
Property Address: 3314 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 261

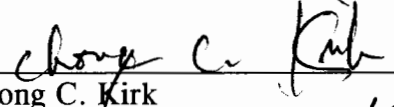
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Ronald D. Kirk
Date signed: 10 May 2014



Chong C. Kirk
Date signed: 10 May 2014

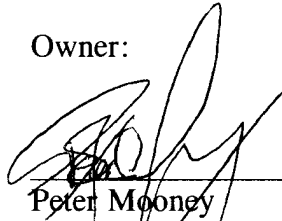
Property Address: 3306 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 262

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

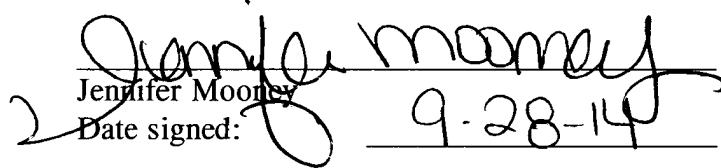
Owner:



Peter Mooney

Date signed:

9-28-14



Jennifer Mooney

Date signed:

9-28-14

Property Address: 3226 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 263

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Kari M. Christensen

Date signed:

11/9/2014

Andrew Christensen

Date signed:

11/9/2014

Property Address:

3220 Water Wheel Run
Fort Wayne, Indiana 46818


Lot Number:

264

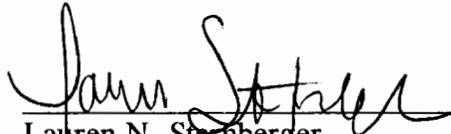
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Nicholas J. ~~Sternberger~~ *thvsh*
Date signed: 06/04/14



Lauren N. Sternberger
Date signed: 6.4.14

Property Address: 3214 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 265

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Sushil K. Guragain

Date signed:

7/28/2014

Property Address: 3202 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 267

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Jean A. Hedges

Date signed:

Property Address: 3116 Water Wheel Run
Fort Wayne, Indiana 46818

Lot Number: 268

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

Exhibit 1

DEFINITIONS

1. Articles. The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.
2. Association. The Seven Oaks Community Association, Inc., an Indiana non-profit corporation, and its successors and assigns.
3. Board of Directors. The duly elected board of directors of the Association.
4. Bylaws. The Bylaws adopted by Seven Oaks Community Association, Inc., and all amendments to those Bylaws.
5. Committee. The Architectural Control Committee established under Section 5 of the Covenants.
6. Common Area. All real property owned by the Association for the common use and enjoyment of Owners.
7. Covenants. This document and the restrictions, limitations and covenants imposed under it.
8. Dwelling Unit. The structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.
9. Home. The single-family residential structure and related improvements constructed and located upon a Lot, including the garage and any appurtenances.
10. Lot, and in plural form, Lots. Any of the platted lots in the Plat or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 65 feet in width as the established front building line as shown on the Plat.
11. Owner, an in the plural form, Owners. The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in any Lot merely as security for the performance of an obligation.
12. Plan Commission. The Allen County Plan Commission, or its successor agency.
13. Plat. The recorded secondary plat of Seven Oaks.
14. Seven Oaks Addition shall mean and refer to the name by which the real estate which is the subject of the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration.

Exhibit 2

DIRECTORS

<u>NAME</u>	<u>POSITION</u>	<u>DIRECTOR TERM EXPIRES</u>
Jill Lemmon	President	12/31/2014
Angie Meyer	Vice President	12/31/2014
Jami Thomas	Secretary	12/31/2014
Charlie McNeill	Treasurer	12/31/2014
Scott Ellison	Maintenance	12/31/2014
Frank VanAllen	Architectural Control	12/31/2014
Chris Meihls	Liaison Officer	12/31/2014
Aaron Cunningham	Board Member	12/31/2014

**AMENDMENT OF DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS
APPENDED TO THE PLAT OF SEVEN OAKS, SECTION VII**

This Amendment ("Amendment") is made effective (the "Effective Date") as of the date of the first recording of this Amendment in the records of the Recorder of Allen County, Indiana.

PRELIMINARY STATEMENT:

1. Seven Oaks, Section I, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section I Declaration") recorded in Plat Cabinet C, Page 75, and as Document Number 95-047718 in the records of the Recorder of Allen County, Indiana, on October 17, 1995, and the lots in Seven Oaks, Section I, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section I Declaration.

2. Seven Oaks, Section II, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section II Declaration") recorded in Plat Cabinet C, Page 122, and as Document Number 960053201, in the records of the Recorder of Allen County, Indiana, on September 24, 1996, and the lots in Seven Oaks, Section II, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section II Declaration.

3. Seven Oaks, Section III, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section III Declaration") recorded in Plat Cabinet C, Page 181, and as Document Number 970055228, in the records of the Recorder of Allen County, Indiana, on October 2, 1997, and re-recorded in Plat Cabinet C, page 195, and as Document Number 970069212, in the records of the Recorder of Allen County, Indiana, on December 4, 1997, and the lots in Seven Oaks, Section III, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of Seven Oaks Section III Declaration.

4. Seven Oaks, Section IV, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section IV Declaration") recorded in Plat Cabinet D, Page 45, and as Document Number 980063566, in the records of the Recorder of Allen County, Indiana, on September 10, 1998, and the lots in Seven Oaks, Section IV, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section IV Declaration.

5. Seven Oaks, Section V, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section V Declaration") recorded in Plat Cabinet E, Page 101, and as Document Number 200046957, in the records of the Recorder of Allen County, Indiana, on August 1, 2000, and the lots in Seven Oaks, Section V, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section V Declaration.

6. Seven Oaks, Section VI, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VI Declaration") recorded in Plat Cabinet E, Page 117, and as Document Number 202068721, in the records of the Recorder of Allen County, Indiana, on August 29, 2002, and the lots in Seven Oaks, Section VI, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VI Declaration.

7. Seven Oaks, Section VII, an addition to the City of Fort Wayne, Allen County, Indiana, was created pursuant to that certain plat (the "Seven Oaks Section VII Declaration") recorded in Plat Cabinet E, Page 118, and as Document Number 202069083, in the records of the Recorder of Allen County, Indiana, on August 30, 2002, and the lots in Seven Oaks, Section VII, were made subject to the easements and protective (restrictive) covenants appended to, made a part of, and/or incorporated as a part of the Seven Oaks Section VII Declaration.

8. The Seven Oaks, Section II, Plat provides in relevant part that at any time by the agreement of at least seventy-five percent (75%) of the then owners of Lots (as the word "Lot" is defined in paragraph 1.9 of the Seven Oaks Section VII Declaration), any or all of the protective (restrictive) covenants set forth in the Seven Oaks Section I Declaration may be changed or abolished.

9. The undersigned, who is an owner of a lot (as the word "lot" is defined in paragraph 1.9 of the Seven Oaks, Section VII, Plat) in Seven Oaks, Section VII, hereby agrees to amend and supplement the Seven Oaks Section VII Declaration in the manner set forth herein.

AGREEMENT:

1. The preliminary statements set forth above and the Exhibits attached hereto are incorporated into and made a part of this Amendment. Capitalized terms not defined in this Amendment shall have the meaning assigned to such terms in Exhibit 1 hereto. The Seven Oaks Section VII Declaration is hereby amended and supplemented to include the terms of and as provided in this Amendment.

2. A new Section 11 is added to the end of the existing Declaration, which Section 11 shall be as follows:

Section 11. Owner-Occupancy/Leasing.

(a) Believing that it is in the best interest of all Owners that those residing in Seven Oaks Addition have similar proprietary (property) interests in their Homes and be Owners, and in order to preserve high standards of maintenance and care, attain a low turnover of occupants, and realize other benefits that are believed to accrue from owner-occupancy, it is agreed that no Home shall be a Nonowner-Occupied Home unless the Board of Directors, in its discretion, approves a Home to be a Nonowner-Occupied Home.

(b) A Nonowner-Occupied Home shall mean (i) a Home that is rented or leased by the Owner where during the rental period (1) the Owner of the Home, or (2) the Owner's spouse, or (3) one or more of the Owner's parents or a parent of the spouse of the Owner, or (4) one or more of the children of (a) the Owner, or (b) the Owner's spouse, or (c) a spouse of one of the children of the Owner of the Owner's spouse is not a full-time occupant of the Home; or in the case of a Home owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Home during the rental period; or in the case of a Home owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Home during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation's local, regional or national unit or chapter (as determined by the Board, in its discretion) is not a full-time occupant of the Home during the rental period; and (ii) a Home that is being sold on a "Disguised Lease Land Contract" basis. A Disguised Lease Land Contract shall mean a land contract where (1) the Owner has not received in cash as a down payment at the time the land contract is entered into with the land contract buyer at least ten percent (10%) of the price at which the Home has been contracted for sale; and (2) the land contract (irrespective of the amount of consideration received by the Owner as a down payment) was not recorded within sixty (60) days after the date the land contract was entered into by the Owner and the land contract buyer.

(c) In determining whether to approve a Home to be a Nonowner-Occupied Home, the matters the Board of Directors may consider, in its discretion, shall include, but not be limited to, the following: (a) the total number of Nonowner-Occupied Homes at the time of consideration of the request; (b) the observations and opinions of the Board of Directors concerning whether homes in and/or outside Seven Oaks Addition are maintained and kept up substantially the same as owner-occupied Homes when they are rented or leased or sold under a Disguised Lease Land Contract; and (c) any other factors or circumstances which the Board of Directors believes appropriate for consideration, in its discretion; provided, however, that the Board of Directors shall not at any time consider the age, race, color, creed, religion, sex, sexual orientation, familial status, disability, national origin of the Owner that has made the request, the person(s) to whom the Home is proposed to be rented or leased or sold under a Disguised Lease Land Contract, or other person, nor may the

Board of Directors consider any matter or factor which it may not consider under applicable law. In all instances, the determination of whether a person is a full-time occupant of a Home shall be determined by the Board of Directors, in its discretion.

(d) In the event an Owner of a Home would like a Home to be approved as a Nonowner-Occupied Home, a written request (an "Application") must be made and submitted to the Board of Directors. Upon request of the Board of Directors, the Application shall be on a form prescribed by the Board of Directors from time to time and shall state in detail the reasons and basis the applicant desires to rent or lease (or to sell under a Disguised Lease Land Contract, as the case may be) the Home, the name and address of the proposed tenant/occupant and any other persons that will occupy the Home on a regular basis, and such other information as the Board of Directors may lawfully request. A copy of the written lease under which the Owner will be leasing the Home if the Application is granted by the Board of Directors (or a copy of the proposed land contract in the case of a Disguised Lease Land Contract) shall be attached to the Application. The lease (or the proposed land contract, as the case may be) shall affirmatively state in a conspicuous manner in the body of the proposed lease (or in the body of the proposed land contract, as the case may be) in all capital, underlined letters that (i) a copy of the Declaration, By-Laws, and the Rules and Regulations (including all amendments thereto) are attached to the proposed lease (or to the proposed land contract, as the case may be), and that the tenant (or land contract buyer, as the case may be) agrees to abide by such restrictions and By-Laws while the lease or contract is in force and effect, and such documents shall in fact be attached to the proposed lease (or the proposed land contract, as the case may be), and (ii) that there shall be no more than two persons (the same to include adults and minors) who make the Home their regular residence for each bedroom in the Home. The number of bedrooms in each Home shall be determined by the Board of Directors, in its judgment and discretion.

(e) Except as expressly limited herein, the Board of Directors shall have the right in its discretion to: (i) approve or disapprove any Application that a Home be authorized to be a Nonowner-Occupied Home, and (ii) make any determinations the Board of Directors deems necessary or appropriate in determining whether to approve or disapprove an Application. The Board of Directors shall not be deemed to have approved a Home to be a Nonowner-Occupied Home unless at least sixty percent (60%) of the then members of the then Board of Directors of the Association sign a written resolution of the Board of Directors approving same. The Board of Directors shall in good faith attempt to meet to begin consideration of an Application within twenty (20) days of receipt of an Application that is in the form contemplated herein, but failure on the part of the Association to take or failure to consider any Application for a Home to be Nonowner-Occupied Home, or any failure of the Association to be active, or to have a Board of Directors shall not provide any basis or grounds for contending that a Home may be leased or rented or sold under a Disguised Lease Land Contract.

(f) Notwithstanding anything in this Declaration to the contrary:

(i) the Board of Directors shall not have authority to approve a Home to be a Nonowner-Occupied Home for a lease term of less than three (3) consecutive months or more than eighteen (18) consecutive months;

(ii) the Board of Directors shall have no authority to approve a Home to be a Nonowner-Occupied Home if at that time there are already fifteen (15) Homes which are considered a Nonowner-Occupied Home at such time under this Amendment;

(iii) no written land contract entered into prior to the Effective Date shall at any time be deemed a Disguised Lease Land Contract; and

(iv) if an Owner of a Home prior to May 1, 2014, documents to the reasonable satisfaction of the Board of Directors that it entered into written agreements for the lease or rental of his/her Home and such lease was in effect a substantial part of the one year period prior to the Effective Date, then such rental or lease shall be permitted for so long as the Home is owned by the party that held fee simple title to the Home on the Effective Date (the "Grandfathered Owner") or by a transferee of such Home that is, directly or indirectly controlled by, under the common control of the Grandfathered Owner or a spouse or descendent of a person that held a documented equity ownership position in the Grandfathered Owner on the Effective Date.

(g) In the event the Board of Directors approves a request for a Home to be a Nonowner-Occupied Home, any such approval shall be: (i) of only the proposed lease (or proposed Disguised Lease Land Contract, as the case may be) that was submitted to the Board of Directors as part of the Application, and any leasing (or proposed Disguised Lease Land Contract sale, as the case may be) to any other person or entity other than the person or entity identified in the Application submitted to and approved by the Board of Directors must first be presented to the Board of Directors for consideration for approval in the manner Applications are to be considered pursuant to the Seven Oaks Section VII Declaration, and (ii) be for the benefit of only the person, trust, or entity that holds fee simple title to the Home at the time the Owner of such Home delivers an Application to the Board of Directors, and any such approval to lease shall not run with the land and shall not accrue to the benefit of any person, trust, entity, successor or assign that subsequently acquires fee simple title or other interest in the Home, but it is understood that the term of the lease submitted to and approved by the Board of Directors as part of the Application shall be permitted to continue through the unextended date the lease (or land contract, as the case may be) terminates by its terms as established in the lease submitted as part of the Application (which lease termination date shall not be more than eighteen (18) months from lease commencement) notwithstanding any transfer of ownership of the Home. Any renewal or extension of a lease shall require submission of a new Application.

3. Section 7 of the Seven Oaks Section VII Declaration is deleted in its entirety and restated to the following:

Section 7. Attorney Fees and Related Expenses. In the event the Association is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the Association as the successful party shall be entitled to recover from the Owner against whom the action was brought the reasonable attorney fees, legal costs and expenses incurred in such proceeding.

4. Miscellaneous.

(a) The Seven Oaks Section VII Declaration shall remain in full force and effect, except as amended and modified by this Amendment. This Amendment shall control over any inconsistent or different provisions in the Seven Oaks Section VII Declaration prior to this Amendment.

(b) All notices or requests made under or pursuant to the terms of the Seven Oaks Section VII Declaration (including this Amendment) shall be in writing and shall be deemed to have been given when personally delivered in writing or when delivered by the United States mail, certified or registered mail, to, in the case of the Association, the then registered agent of the Seven Oaks Community Association, Inc., and in the case of a Home, to the record Owner as shown in the records of the Recorder of Allen County, Indiana.

(c) The Seven Oaks Section VII Declaration as amended herein and the restrictions, covenants, agreements, and other terms thereof as amended herein shall run with and be binding on each Lot commencing on the Effective Date, and shall expire ten (10) years after the Effective Date, at which time they shall be automatically extended and renewed without further action for successive periods of ten (10) years each, unless by written agreement signed by not less than sixty percent (60%) of the then Owners of the Lots in the Seven Oaks Addition, it is agreed to change the Seven Oaks Section VII Declaration in whole or in part, or to terminate the same. The first sentence of Section 6.26.1 of the Seven Oaks Section VII Declaration is deleted.

(d) The Association and any Owner of a Lot in the Seven Oaks Addition shall each have the right to enforce, by any proceeding at law or in equity or both, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Seven Oaks Section VII Declaration as in effect from time to time. Failure by the Association, or by any Owner to enforce any covenant or restriction or other provision of the Seven Oaks Section VII Declaration as in effect from time to time shall in no event be deemed a waiver of the right to do so thereafter. Should any one or more of the provisions of the Seven Oaks Section VII Declaration be adjudged by a court or otherwise determined to be deemed invalid or unenforceable, such invalidation or other determination shall in no way affect any other provision of the Seven Oaks Section VII Declaration, all of which other provisions shall remain in full force and effect. The Association shall not be liable for damages, cost or expense of any kind to any person or entity for failing to enforce or carry out the provisions of the Association.

(e) It is acknowledged that at the date of the adoption of this Amendment, the Seven Oaks Community Association, Inc. has been duly organized and is validly existing as an Indiana not-for-profit corporation under the laws of the State of Indiana. The duly elected directors and officers of the Association at this time are as set forth at Exhibit 2 and the acts of the Association and its officers and directors prior to this date are hereby ratified, confirmed and approved.

(f) The directors and officers of the Association shall not be liable to an Owner or any other persons or entities for any error or mistake of judgment exercised in carrying out their duties and responsibilities as directors and officers, except for their own individual willful or wanton misconduct, or gross negligence; nor shall any such directors and officers have any liability for any negligent performance of their duties from which they are granted immunity under IND. CODE § 34-30-4-2. The Association shall

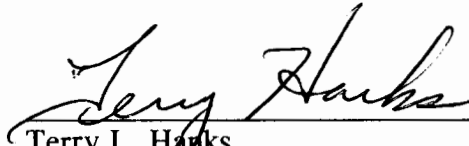
indemnify, defend and hold harmless each of its past, present, and future directors and officers to the maximum extent permitted by applicable law.

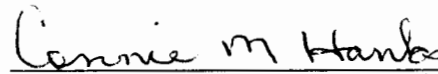
(g) The Seven Oaks Section VII Declaration (including as modified by this Amendment) may be modified, altered, amended or rescinded in whole or in part by an instrument that is signed by not less than 60% of the Owners of Lots in the Seven Oaks Addition and then recorded in the records of the Recorder of Allen County, Indiana. Any such written modification or amendment or rescission that is so executed and recorded shall not be effective prior to the same being recorded and, if required by applicable law, approval by the Plan Commission of other governmental unit whose approval is required. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same Amendment and shall become effective as to Seven Oaks Addition, Section VII, when one or more counterparts have been signed by at least seventy-five percent (75%) of the Owners of Lots (as defined in paragraph 1.9 of the Seven Oaks Section VII Declaration) in Seven Oaks Addition, Section VII, and such document or a notice or certificate that addresses the adoption of this Amendment is recorded in the records of the Recorder of Allen County, Indiana, it being understood that all parties need not sign the same counterpart.

{Remainder of Page Intentionally Left Blank}

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:


Terry L. Hanks
Date signed: 5-23-14


Connie M. Hanks
Date signed: 5-19-14

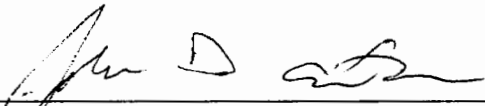
Property Address: 11224 Moon Flower Place
Fort Wayne, Indiana 46818

Lot Number: 269

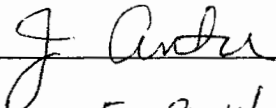
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



John D. Antu
Date signed: 5-9-14



Brandi J. Antu
Date signed: 5-9-14

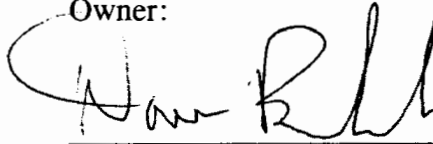
Property Address: 11212 Moon Flower Place
Fort Wayne, Indiana 46818

Lot Number: 271

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

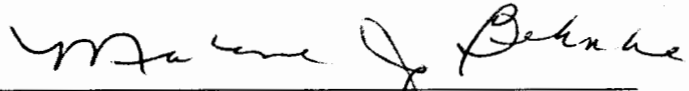
Owner:



David Behnke

Date signed:

5/12/14



Marlene J. Behnke

Date signed:

5/13/14

Property Address: 11206 Moon Flower Place
Fort Wayne, Indiana 46818

Lot Number: 272

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:

Melissa C. Shimkus
Melissa C. Shimkus
Date signed: 5/13/14


Property Address: 11217 Moon Flower Place
Fort Wayne, Indiana 46818

Lot Number: 274

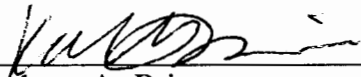
This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by Law. Charles J. Heiny

By signing below, the Owner set forth below is confirming agreement to this Amendment.

Owner:



Kurt E. Briner
Date signed: 5/7/2014



Kathryn A. Briner
Date signed: 5/7/2014

Property Address: 11223 Moon Flower Place
Fort Wayne, Indiana 46818

Lot Number: 275

This instrument prepared by Charles J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444. 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. Charles J. Heiny

Exhibit 1

DEFINITIONS

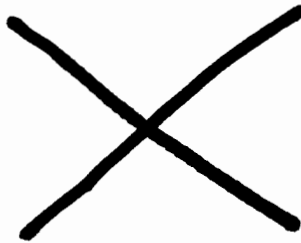
1. **Articles.** The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.
2. **Association.** The Seven Oaks Community Association, Inc., an Indiana non-profit corporation, and its successors and assigns.
3. **Board of Directors.** The duly elected board of directors of the Association.
4. **Bylaws.** The Bylaws adopted by Seven Oaks Community Association, Inc., and all amendments to those Bylaws.
5. **Committee.** The Architectural Control Committee established under Section 5 of the Covenants.
6. **Common Area.** All real property owned by the Association for the common use and enjoyment of Owners.
7. **Covenants.** This document and the restrictions, limitations and covenants imposed under it.
8. **Dwelling Unit.** The structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.
9. **Home.** The single-family residential structure and related improvements constructed and located upon a Lot, including the garage and any appurtenances.
10. **Lot, and in plural form, Lots.** Any of the platted lots in the Plat or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 65 feet in width as the established front building line as shown on the Plat.
11. **Owner, an in the plural form, Owners.** The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in any Lot merely as security for the performance of an obligation.
12. **Plan Commission.** The Allen County Plan Commission, or its successor agency.
13. **Plat.** The recorded secondary plat of Seven Oaks.
14. **Seven Oaks Addition** shall mean and refer to the name by which the real estate which is the subject of the Seven Oaks Section I Declaration, the Seven Oaks Section II Declaration, the Seven Oaks Section III Declaration, the Seven Oaks Section IV Declaration, the Seven Oaks Section V Declaration, the Seven Oaks Section VI Declaration, and the Seven Oaks Section VII Declaration.

Exhibit 2

DIRECTORS

<u>NAME</u>	<u>POSITION</u>	<u>DIRECTOR TERM EXPIRES</u>
Jill Lemmon	President	12/31/2014
Angie Meyer	Vice President	12/31/2014
Jami Thomas	Secretary	12/31/2014
Charlie McNeill	Treasurer	12/31/2014
Scott Ellison	Maintenance	12/31/2014
Frank VanAllen	Architectural Control	12/31/2014
Chris Meihls	Liaison Officer	12/31/2014
Aaron Cunningham	Board Member	12/31/2014

Exhibit B



FORT WAYNE PLAN COMMISSION • FINDINGS OF FACT

Amendment to Restrictive Covenants – Seven Oaks

Applicant:	Seven Oaks Community Association, Inc.
Location:	The subdivision is located on the north side of the 400 block of East Dupont Road.
Request:	To approve an amendment to the restrictive covenants to implement a restriction on the rental is homes, allowing for Homeowner Association approval.
Existing Zoning:	R1-Single Family Residential

The Plan Commission finds that the proposed amendment to the restrictive covenants for Seven Oaks is not in conflict with the Fort Wayne Zoning Ordinance.

The requisite number of property owners within the plat have signed the petition to amend the covenants (75% required).

These findings approved by the Fort Wayne Plan Commission on January 26, 2015.



Michael Bultemeier
Secretary to the Commission