

CROSS REFERENCE

900116250

PLAT COVENANTS, CONDITIONS AND RESTRICTIONS  
Perry Lakes, Sections 1 and 2, Subdivision

23  
11/7/09

The undersigned, Double D Development, an Indiana corporation ("Developer") is owner of real estate more specifically described in Exhibit "B" attached hereto, which real estate was subject to a Rezoning Petition, and is further subject to "COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH REZONING OF PROPERTY OR PLAN APPROVAL", which Zoning Petition was adopted by the City-County Council under Petition No. 89-Z-54DP-5, and which Commitment is attached hereto and made a part hereof as Exhibit "A", which is recorded as Document No. 890049631 in the Office of the Recorder of Marion County, Indiana. The Developer intends to plat and subdivide the real estate as shown on the plat for the Developer, as hereinafter recorded in the Office of the Recorder of Marion County, Indiana, and desires in such plat to subject the real estate to the provisions of the plat covenants, conditions and restriction. The subdivision created by the plat shall be known and designated as Perry Lakes, Sections 1 and 2, an addition in Marion County, Indiana.

RECEIVED FOR RECORD  
NOV - 7 PM 2:09  
MARION COUNTY RECORDER

In order to provide adequate protection to all present and future owners of lots in the subdivision, the following covenants, conditions and restrictions are hereby imposed upon the real estate as a minimum:

1. Subdivision of Lots of Improvements. No lot in this subdivision shall be subdivided to form units of less area, nor shall any building or structure permitted to be constructed thereunder for occupancy as a single family residence be subdivided to permit occupancy of more than one family. All lots within the subdivision are to be used exclusively for single-family residential purposes.

NOV 7 2009 3:23 PM  
RECORDED FOR  
MARION COUNTY RECORDER  
JOHN R. VON ARX  
MARION

2. No residence, building, fence, landscape screening, improvements of any type or kind shall be repainted, constructed or placed on any lot by anyone other than the Developer, its contractors, subcontractors, agents, successors, nominees or assigns without prior written approval of an Architectural Control Committee to be established by Developer. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in a manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include a plot plan showing the location of all improvements existing upon the lot and the location of the improvements proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawing submitted to the Committee shall be drawn to scale of one inch equals ten feet, or to such other scale as the Committee may require. When required by the Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for Improvement Location Permits shall bear the stamp or signature of the Committee, acknowledging the approval thereof. All standards imposed upon the initial construction of the homes and the initial improvements to the lots shall be in accordance with the above-mentioned Rezoning Petition and the above-mentioned Commitments entered into in connection with the rezoning filed

900116250

under the above-mentioned instrument number, a copy of which documents are on file in the offices of Metropolitan Development Commission of Marion County, Indiana, unless and until changed in a manner provided by such Commitments or applicable law; and

ii. the following additional requirements:

a. No garage shall be erected on any lot in the subdivision which is not permanently attached to the residence. No enclosed storage area shall be erected on any lot which is not permanently attached to the residence. Enclosed storage areas must architecturally blend with the residence, and are subject to architectural approval.

b. Every single-family dwelling erected, placed or constructed on the lot within the subdivision shall be completed, including at least one coat of paint, stain, varnish or preservation of any exterior wood surface, and the patio areas, excluding portions thereof that are hard surfaces, shall be graded, sodded or seeded and reasonably landscaped within six (6) months from the date of commencement of erection, placement or construction. Until all work is completed, and such single-family dwelling is ready for occupancy, the lot shall be kept and maintained in a sightly and orderly manner, and no trash or other rubbish shall be permitted to unreasonably accumulate thereon.

c. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above any street shall be placed or permitted to remain on any corner lot within the triangle area formed by the street right-of-way lines and the line connecting the points twenty-five (25) feet from the intersection of such lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the

900116250

intersection of the street line with the edge of the driveway, pavement or alley line.

In the event that written approval is not received as required herein within twenty-one (21) days from the date requested, failure to issue such written approval shall be construed as disapproval of the request made.

3. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot in the subdivision, except those used by a builder during the construction of a residential building on the property, and any such structure shall be promptly removed upon completion of construction of the building.

4. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

5. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful or otherwise offense activity shall be carried out on any lot in the subdivision; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No camper, motor home, truck, trailer, boat, recreational vehicle or motorized vehicle of any kind may be stored on any lot in the subdivision in open public view. No vehicles shall be put up on blocks or jacks to accommodate car repair on a lot except if such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

7. No sign of any kind shall be displayed for public view on any lot or building, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or

rent. Developer may use larger signs during the initial sale and development of the subdivision.

8. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All containers and/or equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon. No homeowner or occupant of a lot shall burn or bury out of doors, any leaves, garbage or refuse.

9. No gas or oil storage tank, either buried or above ground, is allowed on any lot.

10. All owners shall keep unobstructed and in good repair all open storm water drainage ditches and swales which may be located on their respective lots.

11. No private or semi-private water supply and/or sewage disposal system may be located upon any lot in the subdivision which is not in compliance with regulations or procedures required by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any lot.

12. Each driveway in the subdivision shall be of concrete or asphalt material.

13. No antenna in the subdivision shall be erected above the roof peak of the house on which it is located.

14. No satellite dishes shall be installed or permitted in the subdivision.

900116250

15. No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the subdivision.

16. No above-ground swimming pools shall be permitted in the subdivision.

17. No solar panels of any type shall be permitted on roofs of any structures in the subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring lots and streets.

18. No clotheslines shall be permitted on any lots.

19. Enforcement of Covenants. Any violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, an Association, any person or entity having any right, title or interest in the real estate (or any part thereof), and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violations, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions, provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

20. General. These plat covenants, conditions and restrictions may be amended or changed following the date of recordation by an instrument recorded in the office of the Recorder of Marion County, Indiana, signed by (1) Double D Development, its successors, assigns or nominees as developer of this

900116250

subdivision, at any time prior to January 1, 1997, so long as it continues to own at least fifty percent (50%) of the lots within the subdivision; and (2) by at least three-fifths (3/5) of the lot owners within this subdivision at any time within the first twenty (20) years following thereof, and thereafter, by a similar recorded instrument signed by at least sixty percent (60%) of such lot owners. These plat covenants, conditions and restrictions shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the office of the Recorder of Marion County, Indiana, and shall automatically extend for a successive period of ten (10) years each unless prior to expiration of such ten (10) year period, they are amended or changed in whole or in part as hereinabove provided. Invalidation of any of these plat covenants, conditions and restrictions by judgment or decree shall in no way affect any of the other provisions thereof, and shall remain in full force and effect. These covenants, conditions and restrictions shall run with the land, and shall be binding upon all persons or entities from time to time having any right, title and interest in the real estate or any part thereof.

21. All mailboxes in the subdivision shall be standard in form for all homes in a manner approved and established by the Architectural Control Committee.

22. There are certain areas of this subdivision which are common areas and will necessitate maintenance and upkeep. A Homeowners Association shall be formed by the Developer, its nominees, successors or assigns, with mandatory membership of all homeowners. For two (2) years following the recording of these covenants, conditions and restrictions, and with the establishment of the Homeowners Association, the membership fees shall not exceed Twenty-five Dollars (\$25.00) per month; however, after that

900116250

period of time, membership fees may be increased in accordance with the needs and within the authority of the Homeowners Association. The Homeowners Association will be controlled by Developer until at such time as sections I and II of Parry Lakes are 95% complete.

IN WITNESS WHEREOF, the undersigned Developer, as owner of the real estate, has caused his name to be subscribed on this 25<sup>th</sup> day of October, 1990.

DOUBLE D DEVELOPMENT, INC.

By: Dennis A. Stephenson  
President

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Subscribed and sworn to before me, a Notary Public in and for said county and state, this 25<sup>th</sup> day of October, 1990.

Connie L. Kandy  
Notary Public (Signature)  
Printed: CONNIE L. KANDY  
County of Residence: MARION

My Commission Expires:  
15 April 94

Connie L. Kandy  
Notary Public State of Indiana  
Marion County  
My Commission Exp. April 15, 1994

My Commission Exp. April 15, 1994  
Marion County  
Notary Public State of Indiana  
Connie L. Kandy

Instrument Prepared By:  
LOUIS H. BORGSMANN  
Attorney at Law  
431 E. Hanna Ave.  
Indpls., IN 46227  
317-782-9890

900116250

APPROVED  
DMG-DDS BY DSG  
W-14-90

APPROVE: THIS 25<sup>th</sup>  
DATE: November 1990  
Kelly DRAFTSMAN



EXHIBIT "A"

882012631

1. CC  
5  
HWO  
EHW  
5/19/89

NOTE: Article VI, Section 3(b) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7-4-607. Resolution No. 85-R-69, 1985 of the Metropolitan Development Commission requires the owner to make Commitment #1.

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A REZONING OF PROPERTY OR PLAN APPROVAL

In accordance with I.C. 36-7-4-607, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Legal Description:

Statement of COMMITMENTS:

- The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
- ~~Each application for an Improvement Location Permit to permit construction on any lot within the proposed development shall include a plot plan delineating the lot which is the subject of the Improvement Location Permit application, the location of the proposed improvements thereon and the location of all improvements upon any adjoining lots within the Real Estate.~~
- ~~Within two years following completion of the construction of any house on that portion of the Real Estate lying east of Buffalo Creek, a six foot wooden privacy fence shall be erected on and along the east property line of lots 17 through 36, inclusive.~~
- ~~The connection to Remington Drive will be designed as a woonerf and will not be designed as a through street.~~
- 

These COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein; provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitments) shall not be binding on an owner, subsequent owners or other persons acquiring an interest therein if such persons are exempt persons or are engaged in an exempt activity as defined on Attachment "A", which is attached hereto and incorporated herein by reference. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

~~89-7-54~~

900116250

COMMITMENTS contained in this instrument shall be effective upon:

- (a) the adoption of rezoning petition # 89-2-54, DP-5 by the City-County Council changing the zoning classification of the real estate from a A-2 Agricultural District zoning classification to a D-P Planned Unit Development District zoning classification; or

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

and shall continue in effect for as long as the above-described parcel of real estate remains zoned to the ~~development District~~ <sup>D-P Planned Unit</sup> zoning classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

- 1. The Metropolitan Development Commission;
- 2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);
- 3. Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments); and
- 4. N/A

The undersigned hereby authorizes the Division of Development Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition # 89-2-54, DP-5.

IN WITNESS WHEREOF, owner has executed this instrument this 3rd day of May, 1989.

Signature \_\_\_\_\_ (Seal) THE PINNACLE GROUP, INC.  
 Signature By Thomas F. O'Brien (Seal)  
 Printed \_\_\_\_\_ Printed Thomas F. O'Brien, President

STATE OF INDIANA     )  
                            ) SS:  
 COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Thomas F. O'Brien, President of The Pinnacle Group, Inc., owner(s) of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

~~899043551~~

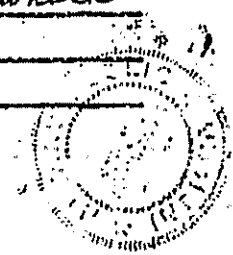
930116250

Witness my hand and Notarial Seal this 3rd day  
of May, 1992.

Signature Charlene F. Lashorn

Printed Charlene F. Lashorn

County of Residence Marion



My Commission expires:  
October 16, 1992

This instrument was prepared by Thor R. Miller

000116250

5271A/jh

## ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

- (a.) The owner commits that he shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, handicap or sex in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including, but not limited to:
- (1) any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;
  - (2) any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization; for business, commercial, industrial or agricultural purposes;
  - (3) any vacant or unimproved land offered for sale or lease for any purpose whatsoever.
- (b.) The owner commits that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or portion thereof shall discriminate against any employee or applicant for employment employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, color, religion, ancestry, national origin, handicap or sex.

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

1. With respect to commitments (a) and (b) above:
  - (a) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;
  - (b) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;
  - (c) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public;

provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;

2. With respect to commitment b, a person who employs fewer than six (6) employees within Marion County.

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental.

900118250

5271/jh

~~900118250~~

EXHIBIT "B"

DIM ORIGINAL

CERTIFICATE OF SURVEY

Perry Lakes Section I

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a survey made under my direction of a part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East, Second Principal Meridian, Perry Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 19, Township 14 North, Range 4 East; thence South 90°00'00" West 114.69 feet along the North line of said Northwest Quarter to the Point of Beginning; thence South 13°46'38" West 240.73 feet to a tangent curve concave easterly, having a central angle 22°16'38" and a radius of 325.00 feet; thence Southerly, along said curve an arc distance of 126.36 feet, (said arc being subtended by a chord having a bearing of South 02°38'19" West, and a length of 123.51 feet); thence South 08°30'00" East 116.68 feet to a tangent curve concave Westerly, having a central angle of 2°43'34", and a radius of 175.00 feet; thence Southerly, along said curve an arc distance of 8.33 feet, (said arc being subtended by a chord having a bearing of South 07°08'13" East, and a length of 8.33 feet); thence North 89°43'07" West 98.96 feet; thence South 00°27'51" West 220.00 feet; thence South 90°07'00" West 83.00 feet; thence South 34°17'29" West 156.00 feet; thence North 00°16'53" East parallel with the East line of said Northwest Quarter, thereof 181.06 feet; thence North 90°00'00" West parallel with the North line thereof 180.99 feet; thence North 00°16'53" East parallel with said East line 650.25 feet to said North line; thence North 90°00'00" East along said North line 493.37 feet to the Point of Beginning containing acres; subject to highways, rights-of-way, and easements.

CERTIFICATE OF SURVEY

Perry Lakes Section II

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a survey made under my direction of a part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East, Second Principal Meridian, Perry Township, Marion County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of Section 19, Township 14 North, Range 4 East; thence South 00°16'53" West along the East line thereof 1342.84 feet; thence South 89°47'11" West 427.00 feet; thence North 00°16'53" East parallel with said East line 513.12 feet; thence North 34°17'29" West 156.00 feet; thence North 90°00'00" East 83.00 feet; thence North 00°27'51" East 220.00 feet; thence South 89°43'07" East 98.96 feet to a non-tangent curve concave Westerly, having a central angle of 2°43'34", and a radius of 175.00 feet; thence Northerly, along said curve an arc distance of 8.33 feet, (said arc being subtended by a chord having a bearing of North 07°08'13" East, and a length of 8.33 feet); thence North 08°30'00" West 116.68 feet to a tangent curve concave Easterly, having a central angle of 22°16'38", and a radius of 325.00 feet; thence Northerly, along said curve an arc distance of 126.36 feet, (said arc being subtended by a chord having a bearing of North 02°38'19" East, and a length of 123.51 feet); thence North 13°46'38" East 240.73 feet; thence North 90°00'00" East along said North line thereof 114.69 feet to the Point of Beginning, containing acres; subject to highways, rights-of-way, and easements.

900116250

Petitions for Amendment of the Plat Covenants, Conditions and Restrictions of Perry Lakes, Sections 1 and 2, Subdivision have been voted on and passed by the homeowners of the subdivision.

The covenants shall be amended as follows:

On page 3 under ii. the following additional requirements shall be amended to read:

- a. No garage shall be erected on any lot in the subdivision which is not permanently attached to the residence. No enclosed storage area shall be erected on any lot which is not permanently attached to the residence. Enclosed storage areas must architecturally blend with the residence and are subject to approval by the Board of Directors. This covenant does not apply to mini-barns. Mini barns may be constructed following Covenant #3 restrictions.

On page 4 Covenant #3 shall be amended to read:

No trailers, shacks or outhouses of any kind shall be erected or situated on any lot in the subdivision, except those used by a builder during the construction of a residential building on the property, and any such structure shall be promptly removed upon completion of construction of the building.

Mini barns may be constructed by the homeowners on their own lot using the following restrictions and conditions:

- The mini barn should be painted and shingled the same as the home.
- The mini barn should be placed in the back yard and be constructed of pre-manufactured lumber.
- No metal or vinyl coated materials are to be used (except for latches, hinges, etc.)
- The mini barn size may be no larger than 8 feet wide, 10 feet long and no more than 10 feet off the ground.
- Plans for the construction of a mini barn must be submitted to the Board of Directors of this subdivision for approval 30 days prior to construction of said mini barn.

On page 5, Covenant #14 shall be amended to read:

Homeowners may place a Digital Satellite System on their own lot using the following restrictions and conditions:

- The satellite dish may not be placed above the peak of the house.
- The satellite dish must be 2 feet (24") or less in diameter.
- Plans for the placement of a satellite dish must be submitted to the Board of Directors of this subdivision for approval 30 days prior to placement of said satellite dish.

05/08/96 11:58AM JAW N. ROBERTL MARLOW CITY RECORDER JRC 22.00 PAGES: 7  
Inst # 1996-0060537

Mini Barn

**PERRY LAKES HOMEOWNERS  
PETITION FOR AMENDMENT  
TO  
PERRY LAKES NEIGHBORHOOD ASSOCIATION COVENANTS**

We the residents of Perry Lakes Subdivision approve the following amendment:

The construction of mini barns with the following restrictions and conditions:

- The barn should be painted and roof shingled the same color as the home.
- Placed in the back yard and be constructed of pre-manufactured lumber.
- No metal or vinyl coated materials are to be used. (except for latches, hinges, etc.)
- The enclosed storage area may be no larger than 10 feet long, 8 feet wide, and no more than 10 feet off the ground.

Plans for the construction of a mini barn must be submitted to the Board of Directors of this subdivision for approval 30 days prior to construction of said mini barn.

Homeowner's Name/Lot #	Homeowner's Signature	Homeowner's Address
Mr. & Mrs. Ralph Lancaster/#1	<del>Yes</del>	<del>8015 SNUG HARBOR LN</del>
Mr. & Mrs. Rob Dinkel/#2	No	8021 Snug harbor Lane
Brion Reid/#3 John Archer #14 David Lawrence/#4	NO	8027 SNUG HARBOR LN
Dorothy Faulk & Virginia Green/#5	no	8028 Snug Harbor Ln.
Mr. & Mrs. Mark Thompson/#6	NO	8039 Snug Harbor Lane
Mr. & Mrs. Ed Hoffman/#7	No	8042 Snug Harbor Lane
Mr. & Mr. Bob Moore/#8	NO	8064 SNUG HARBOR LN
Mr. & Mrs. Richard Lot-Rowley/#9	House Empty	-
Thomas Knottck/#10	NO	8052 Snug Harbor Ln
#11 LN (C) (S) (F) (A) (N) (G)	LN) CUI FANG	8046 Snug Harbor
Double D Press/#12	-	-
Double D Press/#13	-	-
David Lawrence #4 John M. Archer, Jr./#14	David Lawrence	8033 Snug Harbor Ln.
Mr. & Mrs. Al Comstock/#15	Al Comstock	8022 SNUG HARBOR, LN.
Edna Rivers/#16	Edna Rivers	8016 S. SNUG HARBOR LN

Homeowner's Name/Lot #	Homeowner's Signature	Homeowner's Address
Mr. & Mrs. Marcos Zavala/#17	<i>Marcos Zavala</i>	8019 Snug Harbor Dr
Carol Bales/#18	<i>Carol Bales</i>	8025 Snug Harbor Dr
Mr. & Mrs. Kevin Morgan/#19	<i>Kevin Morgan</i>	8031 Snug Harbor Dr.
Sara Rinker/#20	NO	8037 Snug Harbor Dr.
Mr. & Mrs. Donald Springer/#21	<i>Patricia Springer</i>	8043 Snug Harbor Dr.
Mr. & Mrs. Lavon Farrington/#22	<i>Catherine Farrington</i>	8049 Snug Harbor Dr.
Scott Richardson/#23	NO	8055 Snug Harbor Drive
Mr. & Mrs. Bob Rose/#24	<i>Bob Rose</i>	8103 Snug Harbor
Dr. & Mrs. Robert Amon/#25	<i>Carol Amon</i>	8109 Snug Harbor Dr
Linda Grose/#26	<i>Linda Grose</i>	8115 Snug Harbor Dr.
Mr. & Mrs. Chris Snyder/#27	<i>Chris Snyder</i>	8121 Snug Harbor DR
Mr. & Mrs. Gary Reinking	<i>Gary Reinking</i>	NO
Mr. & Mrs. Warren Ward/#29	NO	
Mr. & Mrs. Claude Carrell/#30	NO	Claude Carrell 8138 Snug Harbor
Mr. & Mrs. Dennis Trinkle/#31	<i>Kristina Trinkle</i>	8145 Snug Harbor Dr
Toni Music/#32	<i>Toni Music</i>	8151 Snug Harbor Dr
Mr. & Mrs. Lloyd Walker/#33	<i>Lloyd Walker</i>	8157 Snug Harbor Dr
Stephanie D. Terrell/#34	<i>B. Scott Terrell</i>	8163 Snug H.D.
Pete Stalnakier/#35	NO	8169 S.H.D
Mr. & Mrs. Mike Czerwonky/#36	<i>Mike Czerwonky</i>	1641 Remington Ct
Mr. & Mrs. Arnaldo Aurellano/#37	<i>Arnaldo Aurellano</i>	1635 Remington Ct
Pauline Jeffries/#38	<i>Pauline Jeffries</i>	1629 Remington Ct.
Bin Zhang/#39	<i>Bin Zhang</i>	1623 REMINGTON CT
Mr. & Mrs. Brad Allen/#40	<i>Brad Allen</i>	1617 Remington Ct.
Mr. & Mrs. Tom Patz/#41	<i>Tom Patz</i>	1611 Remington Ct.
Rea Johnson/#42	<i>Rea Johnson</i>	1605 Remington Ct.
Joe Feltz/#43	<i>Joe Feltz</i>	1606 Remington Ct.
Mr. & Mrs. Chet Whitaker/#44	<i>Chet Whitaker</i>	1612 REMINGTON CT.
Denise Rolfsen & Debbie Bollet/#45	<i>Debbie Bollet</i>	1618 Remington Ct.



Homeowner's Name/Lot #	Homeowner's Signature	Homeowner's Address
Mr. & Mrs. Don Parker/#46	<i>Don Parker</i>	<i>1624 Kensington</i>
Mr. & Mrs. Dan Deaton/#47	<i>DD</i>	
Mr. & Mrs. Mark Ford/#48	<i>Lynette Ford</i>	<i>1615 Snug Harbor Ct</i>
Mr. & Mrs. Jeff Eubanks/#49	<i>JE</i>	<i>1609 Snug Harbor Ct.</i>
Mr. & Mrs. Tim Anderson/#50	<i>Tim Anderson</i>	<i>1603 Snug Harbor Ct.</i>
Double D Press/#51	—	—
Mr. & Mrs. Jimmy Dong/#52	<i>Jimmy Dong</i>	<i>1610 Snug Harbor Ct</i>
Chari & Adina Carr/#53	<i>40</i>	
Mr. & Mrs. Nelson Inabitt/#54	<i>Nelson Inabitt</i>	<i>1622 Snug Harbor Ct.</i>
Mr. & Mrs. Jeff Campbell/#55	<i>Jeff Campbell</i>	<i>8170 Snug Harbor Ct.</i>
Jewel Johnson/#56	<i>No wife - could not reach out of town for recording period</i>	—
Inez White/#57	<i>Inez M. White</i>	<i>8108 Snug Harbor</i>
Mr. & Mrs. Charles Beatty/#58	<i>CB</i>	<i>8102 S.H.W.</i>

KELI D YOUNG  
 NOTARY PUBLIC STATE OF INDIANA  
 MARION COUNTY  
 MY COMMISSION EXP. DEC. 29, 1996

The signature of courier below represents the witnessing of all of the above Homeowners' Signatures on this petition.

*KAREN M. WHITAKER*

*Keli D. Young*  
 Notary Signature

*Karen M. Whitaker*  
 Courier's Name

*5-1-96*  
 Date of Signature

*May 1, 1996*  
 Date of Signature

**PERRY LAKES HOMEOWNERS  
PETITION FOR AMENDMENT  
TO  
PERRY LAKES NEIGHBORHOOD ASSOCIATION COVENANTS**

We the residents of Perry Lakes Subdivision approve the following amendment to our covenants:

The use of Digital Satellite Systems with the following restrictions and conditions:

- The satellite dish may not be placed above the peak of the house on which it is located.
- The satellite dish must be 2 feet or less in diameter.

Plans for the placement of a satellite dish must be submitted to the Board of Directors of this subdivision for approval 30 days prior to placement of said satellite dish.

25

Homeowner's Name/Lot #	Homeowner's Signature	Homeowner's Address
Mr. & Mrs. Ralph Lancaster/#1	YES <i>[Signature]</i>	8015 SNUG HARBOR LN
Mr. & Mrs. Rob Dinkel/#2	<i>[Signature]</i>	8021 Snug harbor Lane
Brion Reid/#3	<i>[Signature]</i>	8027 SNUG HARBOR LN
John Archer #14	<i>[Signature]</i>	8028 Snug Harbor LN.
David Lawrence/#4	<i>[Signature]</i>	8039 Snug Harbor Lane
Dorothy Faulk & Virginia Green/#5	Yes <i>[Signature]</i>	8045 Snu
Mr. & Mrs. Mark Thompson/#6	NO	
Mr. & Mrs. Ed Hoffman/#7	(YES)	Edward G. Hoffman
Mr. & Mr. Bob Moore/#8	YES Bob Moore	8044 SNUG HARBOR LN
Mr. & Mrs. Richard Lott-Rowley/#9	House Empty	-
Thomas Knotuck/#10	Yes <i>[Signature]</i>	8052 Snug Harbor Ln
#11 Lin Cheung FANG	LN COZ FANG	8046 Snug LN
Double D Press/#12	-	
Double D Press/#13	-	
David Lawrence #4	<i>[Signature]</i>	8033 Snug Harbor Ln.
John M. Archer, Jr. #14	<i>[Signature]</i>	8022 Snug Harbor, LN.
Mr. & Mrs. Al Comstock/#15	<i>[Signature]</i>	8016 S. Snug Harbor Ln.
Edna Rivers/#16	<i>[Signature]</i>	

Homeowner's Name/Lot #	Homeowner's Signature	Homeowner's Address
Mr. & Mrs. Marcos Zavala/#17	Marcos Zavala	8019 Snug Harbor Dr
Carol Bales/#18	Carol Bales	8025 Snug Harbor Dr
Mr. & Mrs. Kevin Morgan/#19	<del>Kevin Morgan</del>	8031 Snug Harbor Dr
Sara Rinker/#20	<del>Sara Rinker</del>	8037 Snug Harbor Dr.
Mr. & Mrs. Donald Springer/#21	Catricia Springer	8043 Snug Harbor Dr
Mr. & Mrs. Lavon Farrington/#22	Catherine Farrington	8049 Snug Harbor Dr
Scott Richardson/#23	<del>Scott Richardson</del>	8055 Snug Harbor Dr.
Mr. & Mrs. Bob Rose/#24	Bob Rose	8103 Snug Harbor Dr
Dr. & Mrs. Robert Amon/#25	Carol Amon	8109 Snug Harbor Dr
Linda Grose/#26	<del>Linda Grose</del>	8115 Snug Harbor Dr.
Mr. & Mrs. Chris Snyder/#27	Chris Snyder	8121 Snug Harbor Dr.
Mr & Mrs. Gary Reinking	<del>Gary Reinking</del>	8127 Snug Harbor Dr.
Mr. & Mrs. Warren Ward/#29	no	
Mr. & Mrs. Claude Carrell/#30	C. Carrell	
Mr. & Mrs. Dennis Trinkle/#31	Kristina Trinkle	8145 Snug Harbor Dr
Toni Music/#32	Jan Music	8151 Snug Harbor Dr
Mr. & Mrs. Lloyd Walker/#33	Lloyd Walker	8157 Snug Harbor Dr.
Stephanie D. Terrell/#34	B. Scott Terrell	8163 S.A.D.
Pete Stalnaker/#35	<del>Pete Stalnaker</del>	8169 S.A.D.
Mr. & Mrs. Mike Czerwonky/#36	Mike & Jerry Czerwonky	1601 Remington Ct
Mr. & Mrs. Arnaldo Aurellano/#37	Arnaldo Aurellano	1625 Remington Ct.
Pauline Jeffries/#38	Pauline Jeffries	1629 Remington Ct
Bin Zhang/#39	Bin Zhang	1623 REMINGTON CT
Mr. & Mrs. Brad Allen/#40	Brad Allen	1617 Remington Ct.
Mr. & Mrs. Tom Patz/#41	Tom Patz	1611 Remington Ct.
Rea Johnson/#42	Rea Johnson	1605 Remington Ct.
Joe Feltz/#43	Joe Feltz	1606 Remington Ct.
Mr. & Mrs. Chet Whitaker/#44	Chet Whitaker	1612 REMINGTON CT.
Denise Rolfsen & Debbie Bollet/#45	Denise Rolfsen	1618 REMINGTON CT

Homeowner's Name/Lot #	Homeowner's Signature	Homeowner's Address
Mr. & Mrs. Don Parker/#46	<i>Don Parker</i>	<i>1629 Snug Harbor</i>
Mr. & Mrs. Dan Deaton/#47	<i>ND</i>	
Mr. & Mrs. Mark Ford/#48	<i>Suzette Ford</i>	<i>1615 Snug Harbor Ct</i>
Mr. & Mrs. Jeff Eubanks/#49	<i>JE Eubanks</i>	<i>1609 Snug Harbor Ct.</i>
Mr. & Mrs. Tim Anderson/#50	<i>Tim Anderson</i>	<i>1603 Snug Harbor Ct.</i>
Double D Press/#51	—	
Mr. & Mrs. Jimmy Dong/#52	<i>Jimmy Dong</i>	<i>1610 Snug Harbor Ct</i>
Chari & Adina Carr/#53	<i>Adina Carr</i>	<i>1616 Snug Harbor Ct</i>
Mr. & Mrs. Nelson Inabitt/#54	<i>NI</i>	<i>1622 Snug Harbor Ct.</i>
Mr. & Mrs. Jeff Campbell/#55	<i>Jeff Campbell</i>	<i>8120 Snug Harbor Dr.</i>
Jewel Johnson/#56	<i>(No wife - could not reach - out of town for lengthy periods)</i>	—
Inez White/#57	<i>NI</i>	<i>8108 Snug Harbor</i>
Mr. & Mrs. Charles Beatty/#58	<i>Charles Beatty</i>	<i>8102 Snug Harbor Dr</i>

The signature of courier below represents the witnessing of all of the above Homeowners' Signatures on this petition.

*KAREN M. WHITAKER.*

*Karen M. Whitaker*  
 Courier's Name

*May 1, 1996*  
 Date of Signature

KELI D YOUNG  
 NOTARY PUBLIC STATE OF INDIANA  
 MARION COUNTY  
 MY COMMISSION EXP DEC 29 1996

*Keli D. Young*  
 Notary Signature

*5-1-96*  
 Date of Signature

PERRY LAKES HOMEOWNERS  
PETITION FOR AMENDMENT  
TO

Plat Covenants, Conditions and Restrictions of Perry Lakes, Sections I & II Subdivision  
Original Instrument No. 90-0116250

17  
M

We the residents of Perry Lakes Subdivision approve the following amendment:

- No properties within the subdivision shall be used as rental properties with the following exceptions:
  - Existing rental properties will be "grandfathered" in under the following conditions:
    - Lessors must provide a set of governing Covenants and Rules to Lessees
    - Lessors will be held accountable for Lessee infractions and may be subject to fines as deemed appropriate by the HOA Directors
    - Lessees must communicate any requests to the HOA through their Lessor
    - Lessor must provide the HOA Directors with a copy of the Rental Agreement to ensure compliance with HOA standards and for emergency contact purposes
    - Once Lessors sell rental property, said property will no longer be rental property.
  - Homeowner's may make a request to the HOA Directors for permission to lease their property should a hardship arise. Approval of such exceptions will be granted based on HOA Directors' discretion, which shall be reasonably exercised.
    - Hardship cases may include, but are not limited to, the following:
      - death, dissolution or liquidation of an Owner;
      - divorce or marriage of an Owner;
      - necessary relocation of the residence of an Owner to a point outside of a seventy-five (75) mile radius of the perimeter of Perry Lakes due to a change of employment or retirement of at least one (1) of such Owners;
      - necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of atleast one (1) of such Owners;
      - other similar circumstances
    - Lessors may continue to rent for a period of one (1) year from the date of approval. Continued leasing of the property will then be reevaluated by the HOA Directors.
  - Future rental properties, that are approved by the HOA Directors, are required to reference and subject Lessees to the HOA Covenants in the Rental Agreement
  - No Rental Agreement shall be entered into by a homeowner that is less than one (1) year in length
  - The provisions set forth above shall not apply to any institutional mortgagee which comes into possession of a Lot by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, the subsequent purchaser shall be bound by the provisions above.

MARION COUNTY RECORDERS  
11-15-05 09:21 AM  
SUBJECT: PERRY LAKES HOA

Name: Ralph & Diane Lancaster  
Address: 8015 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No : 1

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

YES  NO  
Signature(s): *Diane Lancaster* Date: 6-15-05  
Date: \_\_\_\_\_

Name: April L. Goodwin  
Address: 8021 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No : 2

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): *April L. Goodwin* Date: 8/13/05  
Date: \_\_\_\_\_

Name: Brion Reed  
Address: 8027 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No : 3

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): *Brion Reed* Date: 8/13/05  
Date: \_\_\_\_\_

Name: David Lawrence  
Address: 8033 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No : 4

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): *David J. Lawrence* Date: 8-18-05  
Date: \_\_\_\_\_

Name: Dorothy Fulk

Address: 8038 Snug Harbor Lane, Indianapolis, IN 46227

Lot No: 5

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): *Dorothy Fulk*

Date: 6-15-05  
Date: \_\_\_\_\_

Name: Mark & Linda Thompson

Address: 8045 Snug Harbor Lane, Indianapolis, IN 46227

Lot No: 6

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *[Signature]*

Date: 08/18/05  
Date: \_\_\_\_\_

Name: FLORA E. Hoffmann

Address: 8074 Snug Harbor Lane, Indianapolis, IN 46227

Lot No: 7

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Flora E. Hoffmann*

Date: 6/15/05  
Date: \_\_\_\_\_

Name: Robert & Margaret Moore

Address: 8064 Snug Harbor Lane, Indianapolis, IN 46227

Lot No: 8

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): *Robert Moore*

Date: 8-16-05  
Date: \_\_\_\_\_

Name: Susan Meek  
Address: 8058 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No.: 9

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Susan Meek* Date: 6-15-05  
Date: \_\_\_\_\_

Name: Brett & Ann Schlimanski  
Address: 8052 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No.: 10

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Brett & Ann Schlimanski* Date: 8/13/05  
Date: \_\_\_\_\_

Name: Chang Zi Lin & Jiam Min Wang  
Address: 8046 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No.: 11

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Chang Zi Lin & Jiam Min Wang* Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: Jeffery W. & Debra K. Sylvain  
Address: 8040 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No.: 12

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Debra Sylvain* Date: 8-16-05  
Date: \_\_\_\_\_



Name: Susan Pardue

Address: 8034 Snug Harbor Lane, Indianapolis, IN 46227

Lot No : 13

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): *Susan E. Pardue*

Date: 6/15/05

Date: \_\_\_\_\_

Name: John M. Archer

Address: 8028 Snug Harbor Lane, Indianapolis, IN 46227

Lot No : 14

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *John M. Archer Jr.*

Date: 8-17-05

Date: \_\_\_\_\_

Name: Christina D. Richardson

Address: 8022 Snug Harbor Lane, Indianapolis, IN 46227

Lot No : 15

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): *Christina D. Richardson*

Date: 6-15-05

Date: \_\_\_\_\_

Name: Jose & Angela Gomez

Address: 8018 Snug Harbor Lane, Indianapolis, IN 46227

Lot No : 16

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Angela S Gomez*

Date: 8/13/05

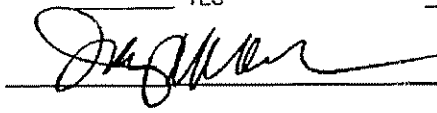
Date: \_\_\_\_\_

Name: Marcos & Ida Zavala  
Address: 8109 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No.: 17

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):



Date:

6/15/05

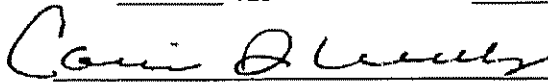
Date:

Name: Daniel R. & Connie S. Wells  
Address: 8025 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No.: 18

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):



Date:

06-15-2005

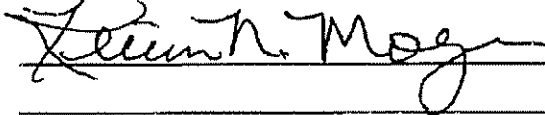
Date:

Name: Kevin N. & Paula M. Morgan  
Address: 8031 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No.: 19

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):



Date:

10/17/2005

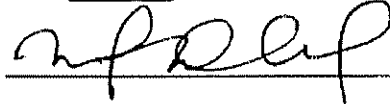
Date:

Name: ~~David A. Rubin - Blank~~ NICOLE CLARK  
Address: 8037 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No.: 20

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):



Date:

10/22/05

Date:

Name: Jamie Shirley  
Address: 8043 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No.: 21

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

*Rental Property*

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Name: David & Dessa Kerberg  
Address: 8049 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No.: 22

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Dessa Kerberg* Date: 10/24/05  
\_\_\_\_\_  
Date: \_\_\_\_\_

Name: Jason & Stephanie Dunn  
Address: 8055 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No.: 23

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Stephanie Dunn* Date: 10/22/05  
\_\_\_\_\_  
Date: \_\_\_\_\_

Name: Alan & Kathlyn Roth  
Address: 8103 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No.: 24

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Alan Roth* Date: 10/23/05  
\_\_\_\_\_  
Date: \_\_\_\_\_

Name: Robert & Carole Amon

Address: 8109 Snug Harbor Drive, Indianapolis, IN 46227

Lot No.: 25

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision I (we) hereby agree to abide by the attached covenants

YES  NO

*Rental Property  
Mr. Amon called  
10-23-05, does not  
want to sign*

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Name: Linda Grose

Address: 8115 Snug Harbor Drive, Indianapolis, IN 46227

Lot No.: 26

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): *Linda Grose*

Date: 10-23-05

\_\_\_\_\_  
Date: \_\_\_\_\_

Name: Judith Scheller

Address: 8121 Snug Harbor Drive, Indianapolis, IN 46227

Lot No.: 27

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): *Judith Scheller*

Date: 8/24/05

\_\_\_\_\_  
Date: \_\_\_\_\_

Name: Malcolm & Marla Gardner

Address: 8127 Snug Harbor Drive, Indianapolis, IN 46227

Lot No.: 28

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): *Ms. Marla Gardner*  
*Mr. Malcolm B. Gardner*

Date: 7-10-05

Date: 7-10-05

\_\_\_\_\_  
Date: \_\_\_\_\_

Name: Sarah Hedges

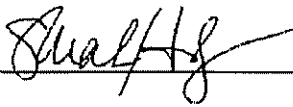
Address: 8133 Snug Harbor Drive, Indianapolis, IN 46227

Lot No.: 29

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):



Date: 6-15-05

Date: \_\_\_\_\_

Name: Claude & Lydia Carrell *Claude Carrell*

Address: 8139 Snug Harbor Drive, Indianapolis, IN 46227

Lot No.: 30

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Shawn & Jennifer Owens *Owens*

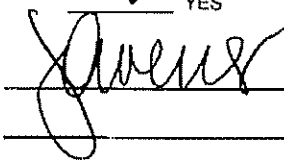
Address: 8145 Snug Harbor Drive, Indianapolis, IN 46227

Lot No.: 31

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):



Date: 7-2-05

Date: \_\_\_\_\_

Name: Kirk C. & Shawna L. Turner

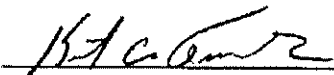
Address: 8151 Snug Harbor Drive, Indianapolis, IN 46227

Lot No.: 32

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):



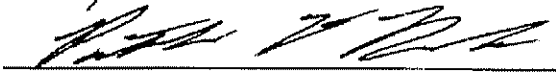
Date: 7-2-05

Date: \_\_\_\_\_

Name: Patrick Rowland & Susan Brandenberger Patrick & Suzy Rowland  
Address: 8157 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No: 33

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

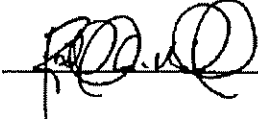
YES  NO


Signature(s):  Date: 10/23/05  
Date: \_\_\_\_\_

Name: Randall & Amanda Miller  
Address: 8163 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No.: 34

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

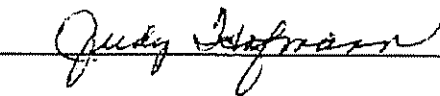
YES  NO

Signature(s):  Date: 10-22-05  
Date: \_\_\_\_\_

Name: Walter S. Stalnaker II & Judy Hoffmann  
Address: 8169 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No: 35 

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

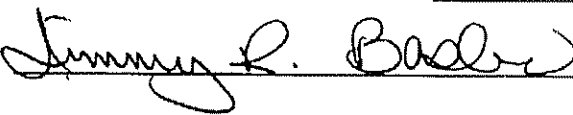
YES  NO

Signature(s):  Date: 6-15-05  
Date: \_\_\_\_\_

Name: Jimmy Basler  
Address: 1641 Remington Court, Indianapolis, IN 46227  
Lot No: 36

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):  Date: 8-26-05  
Date: \_\_\_\_\_

Name: Douglas A. Shelley R. Crawford  
Address: 1635 Remington Court, Indianapolis, IN 46227  
Lot No : 37

*Rental Property*

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Name: Steven Elston  
Address: 1629 Remington Court, Indianapolis, IN 46227  
Lot No : 38

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): *St Elst* Date: 10-23-05  
\_\_\_\_\_  
Date: \_\_\_\_\_

Name: Bin Zhang & Xiaoyan Rao  
Address: 1623 Remington Court, Indianapolis, IN 46227  
Lot No : 39

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Bin Zhang* Date: 7/10/2005  
*Xiaoyan Rao* Date: 7/10/2005

Name: Brad & Angela Allen  
Address: 1617 Remington Court, Indianapolis, IN 46227  
Lot No : 40

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Brad Allen* Date: 7/10/05  
*Angela Allen* Date: 7/10/05

Name: Tom & Donna Patz

Address: 1611 Remington Court, Indianapolis, IN 46227

Lot No: 41

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): *Thomas E Patz* Date: 10/22/05  
*Donna Patz* Date: \_\_\_\_\_

Name: Christopher & Erin Perchfield

Address: 1605 Remington Court, Indianapolis, IN 46227

Lot No: 42

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Chris Perchfield* Date: 8-26-05  
*Erin Perchfield* Date: 8/26/05

Name: Mary Mouradian

Address: 1606 Remington Court, Indianapolis, IN 46227

Lot No: 43

*Rental Property  
Mary called 10-22-05,  
does not want to sign  
EPA*

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Name: Lai Wah Yau & Yan Kwan Cheung

Address: 1612 Remington Court, Indianapolis, IN 46227

Lot No: 44

*Referred to Son on 11/10/05  
manuscript*

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_



Name: Denise Rolfsen

Address: 1618 Remington Court, Indianapolis, IN 46227

Lot No.: 45

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Denise Rolfsen*

Date: 7-10-05  
Date: \_\_\_\_\_

Name: Bernard & Phebe Roberts

Address: 1624 Remington Court, Indianapolis, IN 46227

Lot No.: 46

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Phebe Roberts*  
*Bernard Roberts*

Date: 7-10-05  
Date: 7-10-05

Name: Dan & Sonja C. Deaton

Address: 1621 Snug Harbor Court, Indianapolis, IN 46227

Lot No.: 47

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): *Dan Deaton*  
*Sonja C. Deaton*

Date: 7/2/05  
Date: 7/2/05

Name: Dave & Mary Beth Sears

Address: 1615 Snug Harbor Court, Indianapolis, IN 46227

Lot No.: 48

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

*Property in  
Bankruptcy  
2004*

Name: Stephen & Laura Harrell

Address: 1609 Snug Harbor Court, Indianapolis, IN 46227

Lot No : 49

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): Stephen & Laura Harrell

Date: 8/24/05

Date: \_\_\_\_\_

Name: Leanne Anderson

Address: 1603 ~~1604~~ Snug Harbor Court, Indianapolis, IN 46227

Lot No : 50

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

YES  NO

Signature(s): Leanne Anderson

Date: 8-29-05

Date: \_\_\_\_\_

Name: Kimberly Cipriani

Address: 1604 ~~1606~~ Snug Harbor Court, Indianapolis, IN 46227

Lot No : 51

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): K. Cipriani

Date: 7/10/05

Date: \_\_\_\_\_

Name: Steven E. & Nancy V. Adams

Address: 1610 Snug Harbor Court, Indianapolis, IN 46227

Lot No : 52

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): [Signature]

Date: 6-15-05

Date: \_\_\_\_\_

Name: Mark & Betsy Bickel  
Address: 1616 Snug Harbor Court, Indianapolis, IN 46227  
Lot No: 53

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):

Mark Bickel  
Betsy Bickel

Date: 6/19/2005

Date: 6/15/05

Name: Paula Bowen  
Address: 1622 Snug Harbor Court, Indianapolis, IN 46227  
Lot No: 54

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Homeowner in Nursing Home unable to contact guardian*

Name: Ellen Waldon  
Address: 8120 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No: 55

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):

Ellen L. Waldon

Date: 10/23/05

Date: \_\_\_\_\_

Name: Jewel Johnson  
Address: 8114 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No: 56

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):

Jewel H. Johnson

Date: 8/26/05

Date: \_\_\_\_\_

Name: Inez Martinez  
Address: 8108 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No : 57

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): *Inez M. Martinez* Date: 8/26/05  
Date: \_\_\_\_\_

Name: M. Glee Crowder  
Address: 8102 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No : 58

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

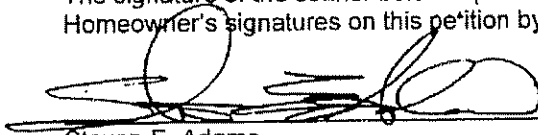
YES  NO  
Signature(s): *M. Glee Crowder* Date: 8-29-05  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Lot No : \_\_\_\_\_

I (we) support the attached amendment which will place restrictions on the leasing of properties within the subdivision. I (we) hereby agree to abide by the attached covenants

YES  NO  
Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_

The signature of the courier below represents the witnessing of all the above Homeowner's signatures on this petition by himself or other Board Members.



Steven E. Adams  
Perry Lakes Homeowners Association  
Board President

12-15-05  
Date

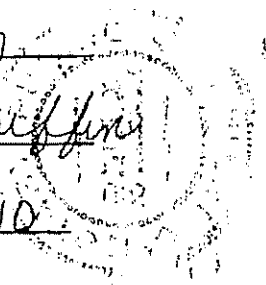
[INDIANA] )ss:  
[MARION] )

On this 15 day of December, 2005, before me, the undersigned Notary Public, appeared Steven E. Adams, proved to me through satisfactory evidence of identification, which were driver's license, to be the person who signed on the preceding or attached document in my presence

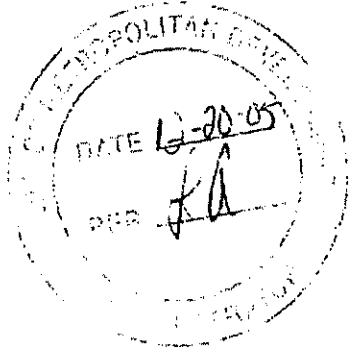
Laurie A. Griffin  
[Printed Name], Notary Public

Laurie A. Griffin  
[Signature], Notary Public

My Commission Expires: 3-7-10



{SEAL}



APPROVED THIS 20th  
DAY OF December 20 05  
PERRY TOWNSHIP ASSESSOR  
John R. George GIS MANAGER

17

PERRY LAKES HOMEOWNERS' PETITION FOR ADMENDMENT TO

Plat Covenants, Conditions and Restrictions Perry Lakes, Sections I & II, Subdivision Original Instrument No. 90-0116250

We the residents of Perry Lakes Subdivision approve the following amendment:

**Fence Requirements for Perry Lakes Subdivision**

Fence that will be accepted:

- Ornamental Steel Spaced Picket Fence in 4'-6" and 6'-0" heights.
- Western Red Cedar Spaced Picket Fence in 4'-0 and 6'-0" heights.
- Solid Western Red Cedar or Treated Yellow Pine Board Fence with Dog Ear or Cape Cod Finish in 4'-0 and 6'-0" heights.
- Shadow Box Western Red Cedar or Treated Yellow Pine Board Fence with Dog Ear Finish in 4'-0 and 6'-0" heights.
- Two(2) or Three (3) Rail Post and Rail Decorative Fence in Treated Yellow Pine, Western Red Cedar or Locust Post with Poplar Rails.
- *Vinyl-coated Chain-link Fence (Black Only) in 4'-0" height.*

Fence that **will not** be accepted:

- Galvanized or Vinyl-coated Chain-link Fence in any color other than Black.
- No Spruce, Pine, Fir or Northern White Woods as it is commonly referred to in the form of a Stockade Panel.

Additional Fence Restrictions:

- Fences shall be restricted to back yards only.
- No fence shall be erected in side yards.
- Lots bordering the Perry Lakes Subdivision pond are further restricted to Ornamental Steel Spaced Picket Fence in 4'-6" height **only**.

06/29/07 02:46PM JULIE L VOORHIES MARION CITY RECORDER JMV 44.00 PAGES: 17  
Inst # 2007-0096909

BILLY J GREAVES  
MARION COUNTY CLERK  
587731 JUN 29 5  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

Name: <sup>R.</sup> ~~Ralph C.~~ & Diane G. Lancaster  
Address: 8015 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 1

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): *[Signature]* YES \_\_\_\_\_ NO \_\_\_\_\_  
Date: 3/14/07  
Date: \_\_\_\_\_

Name: Carter E. & Karen Westfall  
Address: 8021 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 2

*Could not contact*

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: Brion A. Reed  
Address: 8027 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 3

*Refused to Sign*

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

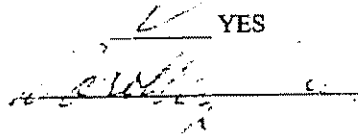
Name: David J. Lawrence  
Address: 8033 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 4

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): *[Signature]* YES  \_\_\_\_\_ NO \_\_\_\_\_  
Date: 3-30-07  
Date: \_\_\_\_\_

Name: Dorothy ~~L.~~ Fulk  
Address: 8039 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 5

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 3-22-07  
Date: \_\_\_\_\_

---

Name: Mark D. & Linda A. Thompson  
Address: 8045 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 6

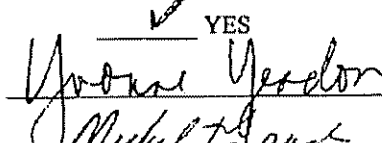
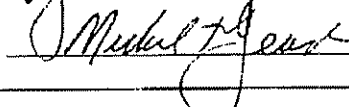
I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 3-30-07  
Date: \_\_\_\_\_

---

Name: Michael & Yvonne Yeadon  
Address: 8074 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 7

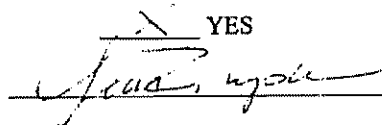
I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 3/23/07  
 Date: 3-23-07

---

Name: ~~Robert & Margaret Moore~~ Jean Z. mpter  
Address: 8064 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 8

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 3/23/07  
Date: \_\_\_\_\_

---



Name: Susan Meek  
Address: 8058 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 9

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): Susan Meek Date: 1-29-07  
Date: \_\_\_\_\_

---

Name: Adam & Katy Morgan  
Address: 8052 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 10

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): [Signature] Date: 3-30-07  
Date: \_\_\_\_\_

---

Name: Chang Zi Lin & Jian Min Wang  
Address: 8046 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 11

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): [Signature] Date: 3-13-07  
[Signature] Date: X 3-14-07

---

Name: ~~Jeffery W.~~ & Debra K. Sylvain  
Address: 8040 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 12

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): Debra Sylvain Date: 3-13-07  
Date: \_\_\_\_\_

---

Name: Susan E. Pardue  
Address: 8034 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 13

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): Susan E. Pardue YES  NO  Date: 3/26/07  
Date: \_\_\_\_\_

Name: John M. Archer Jr.  
Address: 8028 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 14

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): X [Signature] YES  NO  Date: 3-14-07  
Date: \_\_\_\_\_

Name: Christina D. Richardson  
Address: 8022 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 15

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): X [Signature] YES  NO  Date: 3-14-07  
Date: \_\_\_\_\_

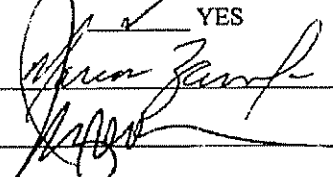

Name: ~~Jose R.~~ & Angela S. Gomez  
Address: 8016 Snug Harbor Lane, Indianapolis, IN 46227  
Lot No. 16

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): [Signature] YES  NO  Date: 3/14/07  
Date: \_\_\_\_\_

Name: Marcos & Ida M. Zavala  
Address: ~~8019~~ 8109 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 17

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 04-28-07  
 Date: 4/28/07

Name: Daniel R. & Connie S. Wells  
Address: 8021 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 18

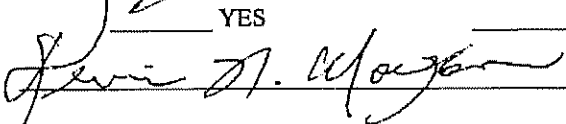
*Refused to Sign*

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

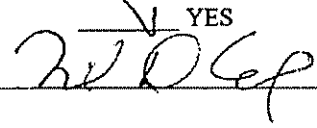
Name: Kevin N. or ~~Paula M.~~ Morgan  
Address: 8031 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 19

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 4-25-07  
\_\_\_\_\_ Date: \_\_\_\_\_

Name: Nicole D. Clark  
Address: 8037 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 20

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 4/28/07  
\_\_\_\_\_ Date: \_\_\_\_\_

Name: ~~Jamie Nicole Shirley~~ Shirley Hawkins  
Address: 8043 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 21

*Vote does not count, person is reacting*

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): Shirley Hawkins Date: 3.23.07  
Date: \_\_\_\_\_

Name: Dessa M. Kerberg  
Address: 8049 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 22

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): Dessa Kerberg Date: 3-23-07  
Date: \_\_\_\_\_

Name: David McMullen  
Address: 8055 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 23

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): David McMullen Date: 3-23-07  
Date: \_\_\_\_\_

Name: ~~Alan H. & Kathlyn B. Roth~~  
Address: 8103 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 24

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): Alan Roth Date: 4-28-07  
Kathlyn Roth Date: 4-28-07

Name: Robert & ~~Carole~~ Amon  
Address: 8109 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 25

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): *Robert Amon* Date: 03/23/07  
Date: \_\_\_\_\_

Name: Linda M. Grose  
Address: 8115 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 26

*could not contact*

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: Judith ~~O.~~ Scheller  
Address: 8121 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 27

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): *Judith Scheller* Date: 4/28/07  
Date: \_\_\_\_\_

Name: Malcolm B. & Marcia M. Gardner  
Address: 8127 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 28

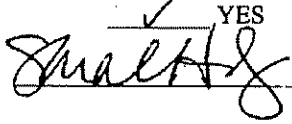
*Refused to Sign*

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_

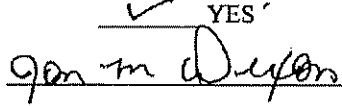
Name: Sarah J. Hedges  
Address: 8133 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 29

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s):  YES  NO  
 Date: 1/29/07  
Date: \_\_\_\_\_

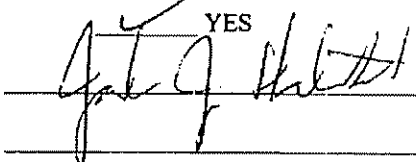
Name: Jon & Anita Dixon  
Address: 8139 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 30

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s):  YES  NO  
 Date: 2/21/07  
Date: \_\_\_\_\_

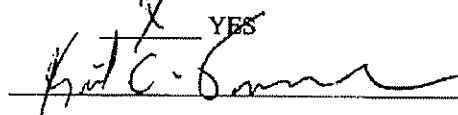
Name: Josh & Jennifer Halstead  
Address: 8145 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 31

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s):  YES  NO  
 Date: 2/21/07  
Date: \_\_\_\_\_

Name: Kirk C. & Shawna L. Turner  
Address: 8151 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 32

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s):  YES  NO  
 Date: 4-15-07  
Date: \_\_\_\_\_

Name: Patrick D. & ~~Suzy~~ Rowland  
Address: 8157 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 33

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): \_\_\_\_\_ Date: 3-6-07  
\_\_\_\_\_  
Date: \_\_\_\_\_

---

Name: ~~Randall~~ & Amanda Miller  
Address: 8163 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 34

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): Amanda Miller Date: 2-21-07  
\_\_\_\_\_  
Date: \_\_\_\_\_

---

Name: ~~Walter S. Stalmaker II~~ & Judy Hoffmann  
Address: 8169 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 35

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): Judy Hoffmann Date: 5-5-07  
\_\_\_\_\_  
Date: \_\_\_\_\_

---

Name: Jimmy R. & ~~Stacey~~ A. Basler  
Address: 1641 Remington Court, Indianapolis, IN 46227  
Lot No. 36

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

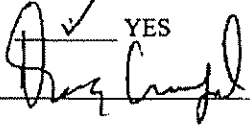
YES  NO

Signature(s): Jimmy Basler Date: 1-4-07  
\_\_\_\_\_  
Date: \_\_\_\_\_

---

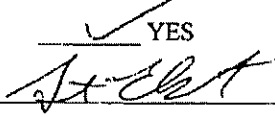
Name: Douglas A. & Shelley R. Crawford  
Address: 1635 Remington Court, Indianapolis, IN 46227  
Lot No. 37

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s):   YES  NO Date: 4/24/07  
Date: \_\_\_\_\_

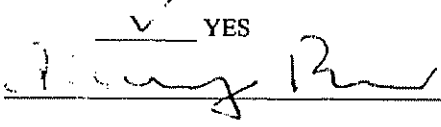
Name: Steven R. Elston  
Address: 1629 Remington Court, Indianapolis, IN 46227  
Lot No. 38

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s):   YES  NO Date: 3-8-07  
Date: \_\_\_\_\_

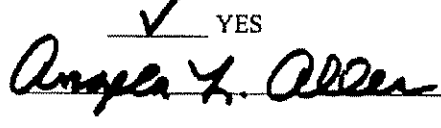
Name: ~~Bin Zhang~~ & Xiaoyan Rao  
Address: 1623 Remington Court, Indianapolis, IN 46227  
Lot No. 39

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s):   YES  NO Date: 03/07/2007  
Date: \_\_\_\_\_

Name: Brad T. & Angela Allen  
Address: 1617 Remington Court, Indianapolis, IN 46227  
Lot No. 40

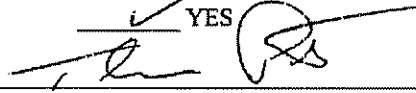
I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s):   YES  NO Date: 2/4/07  
Date: \_\_\_\_\_



Name: ~~Thomas E. & Donna L. Patz~~  
Address: 1611 Remington Court, Indianapolis, IN 46227  
Lot No. 41

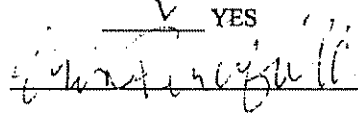
I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 2-4-07  
Date: \_\_\_\_\_

---

Name: ~~Christopher S. & Erin N. Percifield~~  
Address: 1605 Remington Court, Indianapolis, IN 46227  
Lot No. 42


I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 2/21/07  
Date: \_\_\_\_\_

---

Name: Mary C. Mouradian  
Address: 1606 Remington Court, Indianapolis, IN 46227  
Lot No. 43

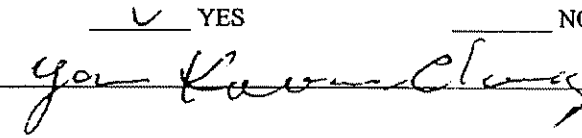
I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 3-27-07  
Date: \_\_\_\_\_

---

Name: ~~Lai Wah Yau & Yan Kwan Cheung~~  
Address: 1612 Remington Court, Indianapolis, IN 46227  
Lot No. 44

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO  
Signature(s):  Date: 4-22-07  
Date: \_\_\_\_\_

---

Name: Denise Rølfson  
Address: 1618 Remington Court, Indianapolis, IN 46227  
Lot No. 45

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): Denise Rølfson Date: 2-21-07  
\_\_\_\_\_  
Date: \_\_\_\_\_

---

Name: Bernard L. & Phebe A. Roberts  
Address: 1624 Remington Court, Indianapolis, IN 46227  
Lot No. 46

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): Bernard L. Roberts Date: 2-21-07  
Phebe Roberts Date: 2-21-07  
\_\_\_\_\_

---

Name: Mrs. Sonja C. Deaton  
Address: 1621 Snug Harbor Court, Indianapolis, IN 46227  
Lot No. 47

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): ~~Tiphany Campbell~~ Date: ~~3-9-07~~  
Sonja C. Deaton Date: 3-7-07  
\_\_\_\_\_

---

Name: ~~Jeff~~ & Tiphany Campbell  
Address: 1615 Snug Harbor Court, Indianapolis, IN 46227  
Lot No. 48

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s): Tiphany Campbell Date: 3-9-07  
\_\_\_\_\_ Date: \_\_\_\_\_

---

Name: Stephen T. & Laura L. Harrell  
Address: 1609 Snug Harbor Court, Indianapolis, IN 46227  
Lot No. 49

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):

Laura L. Harrell

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Leanne S. Anderson  
Address: 1603 Snug Harbor Court, Indianapolis, IN 46227  
Lot No. 50

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):

Leanne Anderson

Date: 3-24-07

Date: \_\_\_\_\_

Name: Kimberly Cipriani  
Address: 1604 Snug Harbor Court, Indianapolis, IN 46227  
Lot No. 51

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):

Kimberly Cipriani

Date: 5/16/07

Date: \_\_\_\_\_

Name: Steven E. & Nancy V. Adams  
Address: 1610 Snug Harbor Court, Indianapolis, IN 46227  
Lot No. 52

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

YES  NO

Signature(s):

Steven E. Adams

Date: 1-29-07

Date: \_\_\_\_\_

Name: Mark & ~~Betsy~~ K Bickel  
Address: 1616 Snug Harbor Court, Indianapolis, IN 46227  
Lot No. 53

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): Mark Bickel YES  NO  Date: 1/29/07  
Date: \_\_\_\_\_

Name: Paula L. Bowen  
Address: 1622 Snug Harbor Court, Indianapolis, IN 46227  
Lot No. 54

*Owner is in Nursing Home*

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): \_\_\_\_\_ YES  NO  Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: Ellen L. Waldon  
Address: 8120 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 55

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): Ellen L. Waldon YES  NO  Date: 2/21/07  
Date: \_\_\_\_\_

Name: Jewel L. Johnson  
Address: 8114 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 56

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): Jewel Johnson YES  NO  Date: 3-14-07  
Date: \_\_\_\_\_

Name: Inez M. Martinez  
Address: 8108 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 57

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): Inez M. Martinez  YES  NO Date: 3/19/07  
Date: \_\_\_\_\_

---

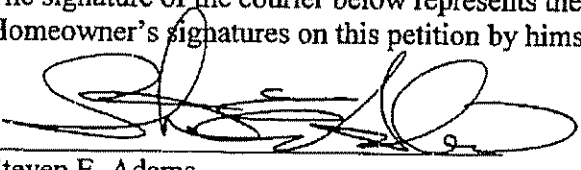
Name: M. Glee Crowder  
Address: 8102 Snug Harbor Drive, Indianapolis, IN 46227  
Lot No. 58

I (we) support the attached amendment which will change fence requirements within the subdivision. I (we) hereby agree to abide by the attached covenants.

Signature(s): M. Glee Crowder  YES  NO Date: 3-14-07  
Date: \_\_\_\_\_

---

The signature of the courier below represents the witnessing of all the above Homeowner's signatures on this petition by himself or other Board Members.

  
\* Steven E. Adams Date 6-27-07  
Perry Lakes Homeowners Association  
Board President

[INDIANA] )ss:  
[MARION] )

On this 27 day of June, 2007, before me, the undersigned Notary Public, appeared Steve Adams, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person who signed on the preceding or attached document in my presence.

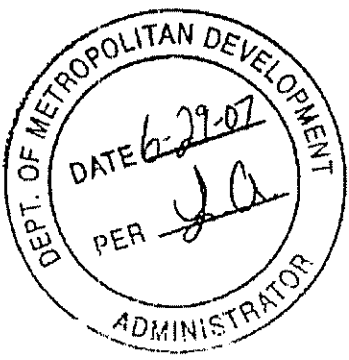
Laurie A. Griffin  
[Printed Name], Notary Public

Laurie A. Griffin  
[Signature], Notary Public

My Commission Expires: 3-7-10

{SEAL}

Prepared by  
Steven E. Adams



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number from this document, unless required by law.  
Steven E. Adams

APPROVED THIS 29th  
DAY OF June, 2007  
PERRY TOWNSHIP ASSESSOR  
John R. George GIS MANAGER