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Recorded as Presented
Allen County Indiana
Recorder Nicole Keesling

SECOND AMENDMENT TO THE RESTATED DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND ARCHITECTURAL RESTRICTIONS APPENDED TO THE PLAT OF SAGE POINTE, SECTION II, A SUBDIVISION IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA

This Second Amendment to the Restated Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of the Plat of Sage Pointe, a Subdivision in Perry Township, Allen County, Indiana (this "Amendment"), is made effective on the date of recording, as follows:

WHEREAS, Lot Owners representing at least seventy-five percent (75%) of the ownership of all Lots in Sage Pointe, Sections I & II, executed and recorded that certain Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of the Plat of Sage Pointe, a Subdivision in Perry Township, Allen County, Indiana, as Document No. 2020078559 in the Allen County Recorder's Office on 12/15/2020 (the "Restrictive Covenants"); and

WHEREAS, pursuant to Section 7.26 of the Restrictive Covenants, Lot Owners representing at least seventy-five percent (75%) of the ownership of all Lots in Sage Pointe, Sections I & II, have right to amend the Restrictive Covenants; and

WHEREAS, in order to preserve high standards of maintenance and care, to attain a low turnover of occupants, and to realize other benefits that accrue from owner-occupied housing, the Lot Owners desire to amend the Restrictive Covenants; and

WHEREAS, capitalized terms as used herein shall have the same meaning ascribed to them or defined in the Restrictive Covenants unless otherwise specifically defined herein.

NOW, THEREFORE, BE IT RESOLVED THAT, the Lot Owners as set forth on "Exhibit A," attached hereto and incorporated herein, pursuant to Section 7.26 of the Restrictive Covenants, do hereby amend the Restrictive Covenants in the following respects:

1. AMENDMENT OF SECTION 7.1. Section 7.1 of the Restrictive Covenants is amended to add the following subsection (viii):

(viii) No Rentals. No Owner shall permit any Lot within the subdivision, including any building, dwelling, garage, shed, camper, RV, or similar form of structure or housing ("Housing") thereon to be Non-Owner Occupied.



“Non-Owner Occupied” shall mean any Housing that is rented or leased by the Owner to any third-party during the lease or rental period as defined by the arrangement between the Owner and third-party; however, the term “Non-Owner Occupied” shall not include arrangements where the Housing is rented or leased to the Owner, the Owner’s spouse, the Owner’s parents, the Owner’s children, the beneficiary of a trust as the occupant where the Owner is the trust, or the person who owns sixty-five percent (65%) or more a corporation, limited liability company, or similar entity as the occupant of the Housing where the Owner is such corporation, limited liability company, or similar entity. Additionally, “Non-Owner Occupied” shall mean any Housing that is being sold on a Disguised Lease Land Contract. A “Disguised Lease Land Contract” shall mean a land contract where (a) the Owner has not received at least twenty-five percent (25%) in cash of the price at which the Housing has been contracted for sale at the time the land contract is entered into with the land contract buyer; or (b) the land contract was not recorded within one hundred eighty (180) days after the date the land contract was entered into between the Owner and the land contract buyer. In the event the Association or any Owner brings an enforcement action, the prevailing party shall be entitled to the costs of such action, including, but not limited to, attorney’s fees and court costs.

2. AMENDMENT OF SECTION 7.1. Section 7.1 of the Restrictive Covenants is amended to add the following subsection (ix):

(ix) No Temporary Vacation Rentals. No Owner shall permit any Lot or real estate within the subdivision, including any building, dwelling, garage, shed, camper, RV, or similar form of structure or housing thereon to be used as a Temporary Vacation Rental. “Temporary Vacation Rental” shall include the transient commercial use of any of the foregoing in connection with or as a(n) Airbnb, VRBO, bed and breakfast, hostel, hotel, inn, lodge, motel, resort, timeshare, or other type transient lodging where the term of occupancy, possession, or tenancy of the property by the person entitled to such occupancy, possession or tenancy is temporary in nature. In the event the Association or any Owner brings an enforcement action, the prevailing

party shall be entitled to the costs of such action, including, but not limited to, attorney's fees and court costs.

3. SAFE HARBOR. Notwithstanding the prohibitions on rentals added as Section 1(viii) to the Restrictive Covenants listed above, any Lot Owner who is currently engaging in such prohibited activities as of the effective date of this Amendment shall be permitted to continue such rentals until the expiration date of the existing rental contract. No extensions or sub-leases are permitted. However, in order to take advantage of this safe harbor provision, the Lot Owner must notify the Association in writing of the existence of the rental and when the current rental contract expires within thirty (30) days of the date of the duly called meeting of the Association.

4. MISCELLANEOUS. Except as modified herein, the Restrictive Covenants remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of the Association have executed this Amendment this 23 day of January, 2026.

[notary block and homeowners' signatures on the following pages]

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, this 23 day of January, 2026, personally appeared Kathy Ruth Johnson, as President, and Bruce Bickley, Secretary, of Sage Pointe Homeowners' Association, Inc., being known or proved to me to be the persons described in and who executed the foregoing instrument.

B B
Secretary (signature)
BRUCE BICKLEY
Secretary (printed name)

Kathy Ruth Johnson
President (signature)
Kathy Ruth Johnson
President (printed name)

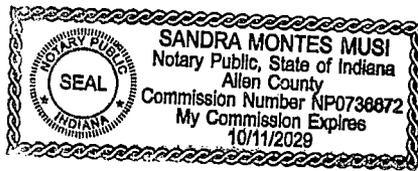
IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal

A resident of Allen County

Commission Expires: 10/11/2029
Commission Number: NP0736872

Sandra Montes Musi
Notary Public (signature)
Sandra Montes Musi
Notary Public (printed name)

* * * * *



Prepared By and . . .

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

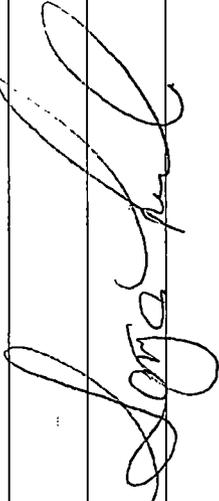
DAVE STARK

(name printed, stamped or signed w/print)

Exhibit A
Consenting Lot Owners

By signing this document, I acknowledge that I have been provided with a copy of the "Amendment to the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Architectural Restrictions Appended to Sage Pointe Section II (Document No. 2020078559)" and have read and understand the Amendment. As evidenced by my signature, I vote to adopt the Amendment and to be bound by the terms and conditions of the Amendment.

| LOTS | NAME | ADDRESS | SIGNATURE |
|------------------------|--|------------------------|---|
| #27 Bickley | Robin L. & Bruce E. Bickley | 13936 Elderflower Cove | B. B. 1-15-26 |
| #28 Moll & Hudson-Moll | Douglas K. Moll & Gail M. Hudson-Moll | 13960 Elderflower Cove | Gail Hudson Moll 1-17-26 |
| #29 Dyer | Teresa L. & Craig A. Dyer | 13994 Elderflower Cove |  1-16-26 |
| #30 Rauch | Kenneth & Janet Rauch | Trustee, Michael Rauch | |
| #31 Moehnke | Rory E. & Marie F. Moehnke | 14072 Elderflower Cove | Marie Moehnke 1/15/26 |
| #32 Fredbloom | Richard L. & Leisa A. Fredbloom | 14118 Elderflower Cove | Richard Fredbloom 1/15/26 |
| #33 Gatakala & Urvashi | Venkata Kishore Gatakala & Kamia Urvashi | 14150 Elderflower Cove | Kul. 1/15/26 |
| #34 Ketzler | Nicole L. Ketzler | 14192 Elderflower Cove |  1/16/26 |
| #35 Schoeff | Matthew E. & Christina A. Schoeff | 14228 Elderflower Cove | Matthew E. Schoeff 1/17/26 |
| #36 Demond | Derek P. & Diana L. Demond | 14242 Elderflower Cove | Derek P. Demond 1/19/26 |
| #37 Kenens | Grant E. & Maria J. Kenens | 14250 Elderflower Cove |  1/17/2026 |
| #38 Palmer & Grossman | David W. Palmer & April L. Grossman | 14247 Elderflower Cove | Jan Br 1/17/26 |
| #39 Pictor | Jeffrey J. & Elizabeth J. Pictor | 14233 Elderflower Cove | Jeff Pictor 1/15/26 |
| #40 Pickerman | Mark A. & Lisa A. Pickerman | 14205 Elderflower Cove | Lisa Pickerman 1/17/26 |
| #41 Munson & Smith | Stephen G. Munson & Jill A. Smith | 14193 Elderflower Cove | Jill A. Smith 1/17/26 |

| LOTS | NAME | ADDRESS | SIGNATURE |
|----------------|--|------------------------|---|
| #42 Hill | John Alan & Christine Danielle Hill | 14161 Elderflower Cove |  1/15/26 |
| #43 Callahan | Andrew Callahan | 14129 Elderflower Cove |  1/15/26 |
| #44 Scherman | Paul J. & Megan Scherman | 14101 Elderflower Cove | |
| #45 Snyder | Frank & Helen Snyder | 14077 Elderflower Cove |  1/17/26 |
| #46 Landez | Shawn A. & Joy Landez | 14035 Elderflower Cove |  1-24-26 |
| #47 Vaziri | Mohammad A. Vaziri | 14007 Elderflower Cove |  1/16/26 |
| #48 Star Homes | Star Homes by Delagrang & Richhart Inc | 5909 Wheelock Road | |
| #49 Uprety | Alok Uprety | 13953 Elderflower Cove |  |
| #50 Leal | Sonja & Cesar Leal | 13925 Elderflower Cove |  1-15-26 |

