

SECOND AMENDMENT TO THE RESTATED DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS OF THE PLAT OF SAGE POINTE, SECTION I, 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. 2018061396 in the Allen County Recorder's Office on 12/5/2018 (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.

SAGE POINTE HOMEOWNERS' ASSOCIATION, INC.

Bruce Bickley
Secretary (signature)

Kathy Ruth Johnson
President (signature)

BRUCE BICKLEY
Secretary (printed name)

Kathy Ruth Johnson
President (printed name)

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

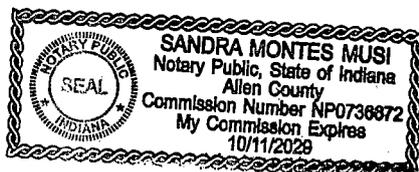
A resident of Allen County

Sandra Montes Musi
Notary Public (signature)

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

Sandra Montes Musi
Notary Public (printed name)

* * * * *



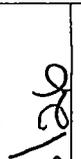
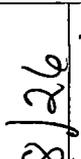
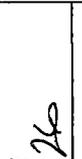
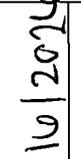
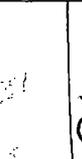
Prepared By and . . .

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 Approvals applicable to Sage Pointe Section I (Document No. 2018061396)" 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.

LOT	NAME	ADDRESS	SIGNATURE
#01 Mattax	Bradley S. & Barbara L. Mattax	13848 Sage Pointe Pass	 1/15/26
#02 Clark & Miller	Gregory A. Clark & Kerin C. Miller	13886 Sage Pointe Pass	 1/15/26
#03 Downing	Molly M. & Steve G. Downing	3652 Valerian Cove	 1/18/26
#04 Swing	Brian D. & Becky L. Swing	3706 Valerian Cove	 1/15/2026
#05 Ponziano	Michael A. & Hannah M. Ponziano	3750 Valerian Cove	
#06 Roy	Lisa Marie Roy	3784 Valerian Cove	 1/14/26
#07 Larkins	Troy R. & Kathryn L. Larkins	3798 Valerian Cove	PROXY
#08 Bultemeyer	Carin & Scott Bultemeyer	14016 Nepeta Trail	 1/17/26
#09 Botteron	Thomas G. & Dana L. Botteron	14038 Nepeta Trail	 1/10/2026
#10 Stark	David M. & Kimberly S. Stark	14072 Nepeta Trail	 1/15/26
#11 Johnson & Ruch	Brian E. Johnson & Kathy A. Ruch	14104 Nepeta Trail	 1/15/26
#12 Cronin	James D. & Nancy C. Cronin	14140 Nepeta Trail	
#13 Black	Christopher B. & Dawn R. Black	14172 Nepeta Trail	 1/16/26
#14 Schreffler	Keith R. Jr. & Pamela S. Schreffler	14192 Nepeta Trail	 1/16/26
#15 Hertenstein	Lindsey M. Hertenstein	14198 Nepeta Trail	 1-15-26

LOT	NAME	ADDRESS	SIGNATURE
#16 Klingenberg	Mark L. & Lisa G. Klingenberg	14191 Nepeta Trail	
#17 Weimer	David W. & Pamela Weimer	14171 Nepeta Trail	
#18 Pentenburg	Molly S. Pentenburg	14131 Nepeta Trail	Molly Pentenburg
#19 Graber	Kelley J. Graber	14091 Nepeta Trail	Kelley Graber
#20 Winter	Thad L. & Rebecca M. Winter	3783 Valerian Cove	Rebecca Winter 1-8-26 Thad Winter
#21 Myers	Julia A. Myers	3751 Valerian Cove	Julia Myers 1-15-26
#22 Vandergriff	Estel L. & Lori A. Vandergriff	3703 Valerian Cove	Estel L. Vandergriff 1-15-26
#23 Tannehill	Jeffrey O. & Katherine A. Tannehill	3669 Valerian Cove	
#24 Hensley	Sandra M. Hensley	3631 Valerian Cove	Sandra Hensley 1/15/26
#25 Dantzer	Timothy G. & Lisa M. Dantzer	13889 Sage Pointe Pass	Lisa Dantzer 1-17-26
#26 Ohneck	Mark J. & Mary J. Ohneck	13849 Sage Pointe Pass	Mark J. Ohneck 1/15/2026

