

FIRST AMENDMENT TO DEDICATION, PROTECTIVE RESTRICTIONS,
 COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS
 APPENDED TO AS PART OF THE DEDICATION AND PLAT OF
 NORTH POINTE WOODS, SECTION II, A SUBDIVISION IN
 ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

This First Amendment to the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals Appended to as Part of the Dedication and Plat of North Pointe Woods, Section II, a Subdivision in St. Joseph Township, Allen County, Indiana (the "First Amendment"), is made and entered into by the lot owners of said North Pointe Woods (the "Owners") under the following circumstances:

W I T N E S S E T H:

WHEREAS, Robison Park Corp., an Indiana corporation (the "Developer"), executed the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals Appended to as Part of the Dedication and Plat of North Pointe Woods, Section II, a Subdivision in St. Joseph Township, Allen County, Indiana, (the "Original Declaration") on July 5, 1988, which Original Declaration was recorded on August 25, 1988, at Document No. 88-034913 in the Office of the Recorder of Allen County, Indiana; and

WHEREAS, the Owners desire to amend the Original Declaration in order to provide for membership privileges in a swimming pool, tennis courts and club house facility to be constructed within North Pointe Woods; to provide for creation of a swimming pool, tennis courts and club house operating fund; and to provide for creation of a separate not-for-profit corporation which shall have authority to maintain and operate the swimming pool, tennis courts and club house; and

WHEREAS, Article VI, Section 36, of the Original Declaration provides that no less than seventy-five percent (75%) of the lot Owners of North Pointe Woods, Section II, may amend the covenants and restrictions of the Original Declaration and any amendments thereto, and that the Developer be given the exclusive right to amend said covenants and restrictions for five (5) years from the date of recording of the Plat of North Pointe Woods, Section II, together with the approval of the Fort Wayne Plan Commission; and

WHEREAS, the undersigned Owners constitute seventy-five percent (75%) or more of the lot Owners of North Pointe Woods, Section II; and

WHEREAS, the Developer is willing to waive its exclusive right of amendment under Article VI, Section 36, of the Original Declaration, and is further willing to grant its consent to this First Amendment as set forth below.

NOW, THEREFORE, the Owners, for the purposes above set forth, declare as follows:

1. Article VII is hereby added to the Original Declaration and is set forth as follows:

INSTRUMENT X 7109

Article VII

Swimming Pool, Tennis Courts and Club House

Section 1. Construction of Swimming Pool, Tennis Courts and Club House; Club North Pointe Association, Inc.

(a) A swimming pool, tennis courts and club house shall be constructed within North Pointe Woods ENTERED FOR TAXATION

Northill Corp
609 G Court Rd
Attn: Helen -25-

SEP 6 1989
Linda K. Bloom
AUDITOR OF ALLEN COUNTY

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swimming pool, tennis courts and club house will be owned and operated by a not-for-profit corporation known as Club North Pointe Association, Inc. (the "Club Association"), subject to the terms and provisions herein.

(b) Every Owner of a Participating Lot, as that term is defined below, shall be a member of the Club Association. Membership shall be appurtenant to and may not be separated from ownership of any Participating Lot which is subject to the assessment provided for under this Article.

(c) The Club Association shall have two classes of voting memberships:

Class A. Class A members shall be Owners of all Participating Lots, as that term is defined (except Robison Park Corp.), and such members shall be entitled to one (1) vote for each Participating Lot owned; provided, that, such members shall have no greater than forty-nine percent (49%) of the total voting memberships of the Club Association while there exists two (2) or more classes of voting memberships. When more than one person holds an interest in any Participating Lot, all such persons shall be members. The vote for such Participating Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Participating Lot.

Class B. The Class B member shall be Robison Park Corp., which member shall have no less than fifty-one (51%) of the total voting memberships of the Club Association. The Class B membership shall cease and be converted to Class A membership when there are one hundred fifty (150) Owners of Participating Lots, as that term is defined below.

(d) The Board of Directors of the Club Association (the "Club Board of Directors") shall be comprised of such number and of such individuals as is determined by the By-Laws of the Club Association; provided, that, while there are two classes of voting memberships of the Club Association, the Club Board of Directors shall have at least one representative from the Class A members.

Section 2. Participating Lots: Club House Operating Funds: Assessment: Non-Participating Lots: Contribution by Developer.

(a) The swimming pool, tennis courts and club house will be available for use and membership by the present and future Owners of the Lots described in Exhibit A, and the Lot Owners as described in Subsection (c) below (the "Participating Lots"). At such time as construction of the swimming pool, tennis courts and club house is substantially completed, a Club Operating Fund will be commenced and all Participating Lots shall be charged an assessment (in addition to the annual assessments and special assessments provided in Article IV, Sections 3 and 4, respectively) with respect to the operation and maintenance of the swimming pool, tennis courts and club house (the "Club Assessment"). This Club Assessment will be assessed against each Participating Lot irrespective of whether a Dwelling Unit is located thereon. Such Club Assessment shall bear interest, shall become a lien upon the Participating Lot against which it is assessed, and shall become the personal obligation of the Owner of such Participating Lot. The Club Assessment shall be payable on the first day of January of each year thereafter, and must be fixed at a uniform rate for all Participating Lots. All Club Assessments shall be determined by and paid to the Club

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Association, and the Club Association shall be responsible for carrying out the purposes of such Club Assessments.

(b) The amount of the annual Club Assessment shall be established as follows:

(i) Commencing with the calendar year in which construction of the swimming pool, tennis courts and club house is completed, the Club Board of Directors shall establish a budget for such calendar year and shall determine therefrom the Club Assessment for each Participating Lot required to meet said budget for such calendar year, which Club Assessment shall be payable at such time as fixed by the Club Board of Directors. The budget and Club Assessment for each calendar year thereafter shall be established by the Club Board of Directors at a meeting to be held not later than December 31st of each preceding calendar year. The Club Board of Directors shall mail to all Participating Lot Owners a copy of the proposed budget and notice of the ensuing year's proposed Club Assessment at least thirty (30) days prior to such meeting.

(ii) The Developer shall not pay any Club Assessment or any special assessment which is levied or charged by the Club Board of Directors against Owners of Participating Lots under this Article. However, while the Developer owns and maintains its voting membership in the Club Association as a Class B member, it may participate, in such amount and to such extent as deemed reasonably necessary by the Club Board of Directors, in the payment of any Club Assessment or special assessment which is charged or levied. The amount of payment by the Developer shall be fixed by the Club Board of Directors in its sole discretion, and it shall not be necessary for the Developer to pay a percentage of any Club Assessment or special assessment which is equal to, or greater than, the percentage of voting membership which the Developer owns and maintains in the Club Association.

(iii) The Club Operating Fund shall be used exclusively for the purpose of operating and maintaining the club house and swimming pool, as well as all recreational facilities therein or used in connection therewith, including, but not limited to, repair, maintenance, cost of labor, equipment, supervision, taxes, insurance, and all other things necessary or desirable in the opinion of the Club Board of Directors.

(c) The term "Participating Lots", as well as all rights and obligations of a Participating Lot set forth in Subsection (a) above, shall be deemed to include those Lots within the Subdivision that, as of the date of this First Amendment, are presently owned by the Developer and subsequently sold to third parties, all Lots of any future subdivision or section of North Pointe Woods, and the present and future Lots of the subdivision and development known as North Pointe Villas, other than those Lots of North Pointe Villas, Section II; provided, however, that any Club Assessment, or special assessment, charged against the Developer shall be pursuant to the provisions of Subsection (b) (ii) above.

(d) Those Lots that are not defined as Participating Lots under Subsection (c), and are not included in Exhibit A, shall be set forth in Exhibit "B" and defined as Non-Participating Lots. In the event an Owner of a

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Non-Participating Lot desires to obtain membership privileges for the swimming pool, tennis courts and club house, the Owner of a Non-Participating Lot shall pay a membership fee as determined pursuant to Subsection (e) below and shall execute a Notice of Election which will be recorded in the Office of the Recorder of Allen County, Indiana. The Notice of Election shall provide, in part, that the Non-Participating Lot Owner has paid the membership fee required hereunder, has elected to become a Participating Lot Owner, has agreed to fulfill all of the duties and obligations as a Participating Lot Owner, and that the election shall run with the land and be binding upon the heirs, successors, and assigns of the Non-Participating Lot Owner. Upon payment of the membership fee and execution of the Notice of Election, the Non-Participating Lot Owner shall have all the rights, privileges, and obligations of a Participating Lot Owner in respect to the swimming pool, tennis courts and club house.

(e) Each calendar year, and at such time as the Club Board of Directors establish a budget for the Club Operating Fund under Subsection (b) above, the Board of Directors shall also establish a membership fee to be assessed to Non-Participating Lot Owners who elect, during such year, to become Participating Lot Owners. Except for those Participating Lots set forth in Exhibit A, the Club Assessment shall be pro-rated, in the first year, for those Lots that are deemed Participating Lots under this Section on a date other than January 1st.

Section 3. Special Assessments for Capital Improvements.

In addition to the Club Assessments authorized above, the Club Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair, or replacement of a capital improvement upon the real estate owned by the Club Association, the swimming pool, tennis courts and club house, including fixtures and personal property related thereto; provided, that, any such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of members.

Section 4. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Participating Lot, excepting Robison Park Corp., by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Club Association:

(a) Annual Club Assessments, and

(b) Special assessments for Improvements; such assessments to be established and collected as provided under this Article. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Participating Lot Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Club Board of Directors may, in its discretion, declare the entire balance of unpaid assessments to be due and payable, with interest as aforesaid, and file a written notice of lien against the Owner of said Participating Lot in the Office of the Recorder of Allen County, Indiana, which notice of lien shall perfect a lien of the Club Association and have the same force and effect

as, and being enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney fees, title expenses, interest and any cost of collection.

Section 5. Effective Non-Payment: Remedies of the Club Association.

Any Club Assessment or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 4 of this Article VII. The Club Association may bring an action at law against the Owner of any Participating Lot personally obligated to pay the same; may foreclose the lien against the property in accordance with the provisions of Section 4 of this Article VII; or may do both. No Owner of any Participating Lot may waive or otherwise escape personal liability for the assessments provided for herein by non-use of the swimming pool, tennis courts or club house, or abandonment of his Participating Lot.

Section 6. Subordination of the Lien to Mortgages.

The lien of the assessment(s) provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Participating Lot shall not affect the assessment lien. However, the sale or transfer of any Participating Lot pursuant to a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessment(s) as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Participating Lot from liability for any assessment(s) thereafter becoming due or from the lien thereof.

Section 7. Delegation of Use.

Any Owner of a Participating Lot may delegate, in accordance with the By-Laws of the Club Association, his right of enjoyment to the swimming pool, tennis courts and club house facilities to the members of his family, his tenants or contract purchasers who reside on the Participating Lot.

2. The Developer, by its execution of this First Amendment, hereby waives its exclusive right of amendment under Article VI, Section 36, of the Original Declaration, and further hereby consents to the terms and conditions of this First Amendment as set forth above.

3. The undersigned Owners represent and covenant that they comprise seventy-five (75%) or more of the present Lot Owners of North Pointe Woods, Section II, as required under Article VI, Section 36, of the Original Declaration.

4. Other than the amendment hereinabove set forth, the Original Declaration, as previously recorded, is hereby ratified, approved, and confirmed in its entirety.

5. This First Amendment may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Developer and Owners have executed this First Amendment as of the date(s) set forth below.

COUNTERPART NO. ____.

"DEVELOPER"

ROBISON PARK CORP.,
An Indiana Corporation

Date: 7-19, 1989

By: Tarl Bandemer

Its: Karl I. Bandemer

Vice President

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Prepared by: Mark Gecowets

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"OWNERS"

Signature: Carl Sand Property Address: Lots: 83, 84, 85, 86, 87
Printed Name: KARL I. SANDENEK
Date: 7-19-89 88, 89, 90, 91, 92, 93, 94,
V.P. ROBISON PARK CORP.

Signature: Property Address: 95, 96, 97, 98, 100, 101,
Printed Name: Date: 102, 103, 107, 108, 109,
110, 111, 114, 118, 119

Signature: Property Address: 120, 121, 122, 123, 124,
Printed Name: Date: 125, 126, 127, 128, 129,
130, 131, 132, 133, 134,

Signature: Property Address: 135, 136, 137, 138, 139,
Printed Name: Date: 140, 141, 143, 144, 145,
146, 147, 148, 149, 150,
151, 152, 153, 154, 155

Signature: David O'Neal Property Address: 8601 ROBISON CT.
Printed Name: DAVID A. JACKSON
Date: 6/21/89 LOT 106 *

Signature: Property Address: 8601 Robinson Ct.
Printed Name: Date:

Signature: Stanley P. Collier Property Address: 8602 Robison Court
Printed Name: Stanley P. Collier
Date: 6/28/89 LOT 105

"OWNERS"

Signature: Property Address: 8602 Swift Run
Printed Name: Date: LOT 99 *

Signature: Property Address:
Printed Name: Date:

Signature: Henry J. Yahn Property Address: 8606 Robison Ct.
Printed Name: HENRY J. YAHN
Date: 6/10/89 LOT 104

Signature: Ralph E. Whaley Property Address: 8702 OAKCLIFF LN.
Printed Name: RALPH E. WHALEY
Date: JUNE 6 1989 LOT 115

"OWNERS"

Signature: Paul C. Record Property Address: 8606 OAKCLIFF CT.
Printed Name: PAUL C. RECORD
Date: 6-5-89 LOT 113

Signature: Rosemary J. Record Property Address: 8606 Oakcliff Ct.
Printed Name: ROSEMARY J. RECORD
Date: 6-15-89

"OWNERS"

Signature: Michael E. Thompson Property Address: 8602 Oakcliff Ct.
Printed Name: MICHAEL E. THOMPSON
Date: 5/29/89 LOT 117

Signature: Richard W. Williams Property Address: 8709 OAKCLIFF
Printed Name: RICHARD W. WILLIAMS
Date: 6/30/89 LOT 142

"OWNERS"

Signature: Susan C. Bentz
Printed Name: Susan C. Bentz
Date: 7/12/89

Property 8706 Oakcliff Lane
Address: 5923 Birchdale Dr.
LOT 116

Signature: Carl I. Bentz
Printed Name: Carl I. Bentz
Date: 7/12/89

Property 8706 Oakcliff Lane
Address: 5923 Birchdale Dr.

Signature: Lori A. Wagner
Printed Name: Lori A. WAGNER
Date: 6/20/89

Property 8710 Oakcliff Lane
Address: 8710 Oakcliff Lane
LOT 117

Signature: Timothy P. Wagner
Printed Name: Timothy P. Wagner
Date: 6/20/89

Property 8710 Oakcliff Lane
Address: 8710 Oakcliff Lane

Signature: Stephen Schultheis
Printed Name: Stephen Schultheis
Date: 8-1-89

Property 2812 Clippwood Lane
Address: 2812 Clippwood Lane

Signature: Lucia A. Schultheis
Printed Name: Lucia A. Schultheis
Date: 8-1

Property 2812 Clippwood Lane
Address: 2812 Clippwood Lane
LOT 102

Signature: _____
Printed Name: _____
Date: _____

Property _____
Address: _____

Signature: _____
Printed Name: _____
Date: _____

Property _____
Address: _____

Signature: _____
Printed Name: _____
Date: _____

Property _____
Address: _____

Signature: _____
Printed Name: _____
Date: _____

Property _____
Address: _____

Signature: _____
Printed Name: _____
Date: _____

Property _____
Address: _____

Signature: _____
Printed Name: _____
Date: _____

Property _____
Address: _____

Signature: _____
Printed Name: _____
Date: _____

Property _____
Address: _____

Signature: _____
Printed Name: _____
Date: _____

Property _____
Address: _____

STATE OF INDIANA) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 20 day of July, 1989, personally appeared KARL BANDEMER, and acknowledged the execution of the foregoing to be voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

Helen J. Kessler Notary Public
Helen J. Kessler
Printed Name

My Commission Expires:

2-15-83

County of Residence:

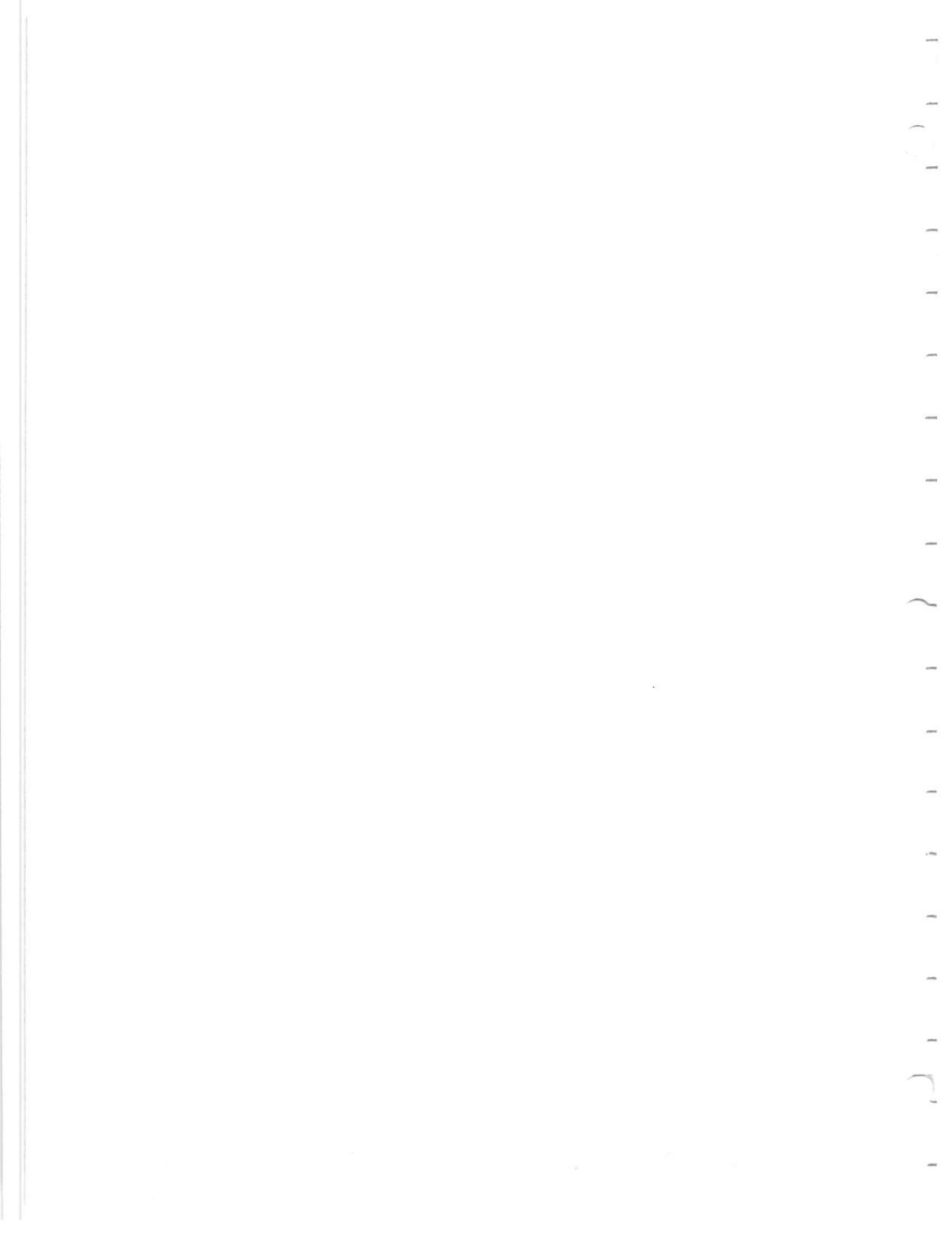
ALLEN

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Approved By THE
City Plant Commission
20 Day of JUNE 1981
Helen J. Kessler
Notary Public

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RECORDED ON
02/25/2009 12:01:46PM
JOHN MCGAULEY
ALLEN COUNTY RECORDER
FORT WAYNE, IN

REC FEE: 18.00
TRANS # 52141
**UPDATE TO DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AS PART OF THE DEDICATION AND PLAT OF NORTH POINTE
WOODS, SECTION II, A SUBDIVISION IN ST. JOSEPH
TOWNSHIP, ALLEN COUNTY, INDIANA**

This update shall serve to clarify the public record with regard to Article VII, Section 2(c) and Article VII, Section 2(d) which references Exhibits "A" and "B" respectively of the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of North Pointe Woods, Section II, a Subdivision in St. Joseph Township, Allen County, Indiana, as amended, which said Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of North Pointe Woods, Section II, a Subdivision in St. Joseph Township, Allen County, Indiana was recorded in the Office of the Recorder of Allen County, Indiana on October 26, 1988, as Document No. 88-044166, Instrument W 9228. No changes shall be enacted to the above referenced Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals through the filing of this update. These documents merely serve to update the public record with regard to changes to the above referenced Exhibits "A" and "B" only.

Dated: February 15, 2009.

NORTH POINTE WOODS COMMUNITY
ASSOCIATION, INC.

By: Leigh A. Smith
Its: President

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FEB 25 2009

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STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 15th day of February, 2009, personally appeared Leigh A. Smith, known to me to be the President of North Pointe Woods Community Association, Inc., and acknowledged the execution of the foregoing to be his voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal.



Patricia A. Owens, Notary Public

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.

Joseph G. Bonahoom

This instrument prepared by Joseph G. Bonahoom, Bonahoom & Bonahoom, LLP, Attorneys at Law
110 West Berry Street, Suite 1900, Fort Wayne, Indiana 46802, Attorney No. 11375-02

UPDATED EXHIBIT "A"

NORTH POINTE WOODS, SECTION II
A Subdivision in St. Joseph Township, Allen County, Indiana

"PARTICIPATING LOTS"

The following lots are deemed to be Participating Lots pursuant to Article VII, Section 2(c):
83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 100, 101, 102, 103, 104, 105, 107, 108,
109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128,
129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148,
149, 150, 151, 152, 153, 154, 155

Above
No #99
106
in section II

UPDATED EXHIBIT "B"

NORTH POINTE WOODS, SECTION II
A Subdivision in St. Joseph Township, Allen County, Indiana

"NON-PARTICIPATING LOTS"

The following lots are deemed to be Non-Participating Lots pursuant to Article VII, Section 2(d):

99, 106