



AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK POINTE, SECTIONS I, II, III, IV AND V

Cross Reference to: 87-15433, 87-43948, 88-8135, 88-15788, 88-21474, 88-29974, 89-21761, 92-32589, 92-69154, 93-48215, 206067058, 206067059, and 2007059989

The capitalized terms are generally defined terms that are used within these Covenants, and are set forth in Article I (Definitions Article) below.

The undersigned approve these Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oak Pointe, Sections I, II, III, IV and V representing at least an aggregate of fifty-one percent (51%) of the owners of all the Lots that are situated within one of the following Sections (as amended) that comprise the Oak Pointe Addition: Oak Pointe, Section I, Document No. 87-15433, Plat Book 48, Pages 182-188 as amended by Document No. 88-15788, Section II, Document No. 87-43948, Plat Cabinet A, page 25, Section III, Document No. 88-8135, Plat Cabinet A, Page 62 as amended by Document No. 88-21474, Section IV, Document No. 88-29974, Plat Cabinet A, Page 87, Section V, Document Nos. 92-69154 and 93-48215, and the Amendments to Sections I, II, III and IV via Document Nos. 89-21761, 92-32589, 206067058, 206067059 and 2007059989, all in the Office of the Recorder of Allen County, Indiana.

These Covenants are for the mutual benefit and protection of the current and future Owners of any and all Lots. All Owners, as a member of the Association, agree to abide by the Covenants. These Covenants shall furthermore:

1. Replace and restate the Covenants for Oak Pointe Sections I through V recorded under the document numbers referenced above;
2. Apply to the land in the Plat including the Lots, Common Areas and rights of way, which shall be subject to and impressed with these Covenants;
3. Be considered a part of every conveyance of land in Oak Pointe Sections I through V without being written in the deed of conveyance;
4. Run with and bind the land included in the Plat, and shall inure to the benefit of and be enforceable by the Association and by the Owners of Lots, their respective legal representatives, successors, grantees and assigns;
5. Provide for the preservation of property values and amenities in the Subdivision and for the maintenance of Common Areas; and
6. Continue to provide for the operation of the Association in order to maintain and administer the Common Area, enforce the Covenants and collect Assessments.

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ANITA MATHER

**ALLEN COUNTY RECORDER
FORT WAYNE, IN**

ARTICLE I

DEFINITIONS

The following words when used in these Covenants (unless the context clearly indicates otherwise) shall have the following meaning:

(a) "Architecture Committee" shall be the committee formed and authorized by the Board under Article III to review and decide upon all building, remodeling and improvement projects for any Lot, according to the terms of these Covenants.

(b) "Assessment" or "Assessments" shall mean any Association dues, whether annual dues, special assessments or assessments for capital improvements allowed to be imposed and collected under these Covenants.

(c) "Association" shall mean and refer to the Oak Pointe Homeowner's Association, Inc., an Indiana not for profit corporation.

(d) "Board" shall mean and refer to the Board of Directors of the Association.

(e) "Bylaws" shall mean the initial Bylaws established for the Oak Pointe Homeowner's Association, Inc., and all amendments and additions properly adopted.

(f) "Common Area" or "Common Areas" shall mean and refer to (i) those areas of land designated as Common Areas on any Plat of the Subdivision and intended to be devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are constructed on the Common Area, and (ii) all areas designated as water impoundment areas on any Plat.

(g) "Covenants" shall mean the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Oak Pointe, Sections I, II, III, IV and V.

(h) "Lot" or "Lots" shall mean and refer to any plot or tract of land shown upon any recorded Plat of the Subdivision to which is designated as a lot, and which is or is to be improved with a residential dwelling. The term "Lot" shall also include the non-platted parcels included in Oak Pointe, Section V recorded as Document No. 92-61954.

(i) "Member" or "Members" shall mean an Owner in good standing with the Association.

(j) "Owner" or "Owners" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of mortgage or other security device, shall not mean or refer to any mortgagee or trustee under a Mortgage or Trust Deed unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(k) "Plan Commission" shall be the Allen County Plan Commission, or any successor agency with jurisdiction over the approval of subdivision plats.

(l) "Plat" shall collectively mean the originally recorded subdivision maps of Oak Pointe Oak Pointe, Section I, Document No. 87-15433, Plat Book 48, Pages 182-188 as amended by Document No. 88-15788, Section II, Document No. 87-43948, Plat Cabinet A, page 25, Section III, Document No. 88-8135, Plat Cabinet A, Page 62 as amended by Document No. 88-21474, Section IV, Document No. 88-29974, Plat Cabinet A, Page 87, Section V, Document No. 92-69154, and 93-48215, and the Amendments to Sections I, II, III and IV via Document Nos. 89-21761, 92-32589, 206067058, 206067059 and 2007059989, all in the Office of the Recorder of Allen County, Indiana

(m) "Subdivision" shall be the combined area described in the Plat.

ARTICLE II

USE OF PROPERTIES AND COMMON AREAS

The Lots and the real estate subject to these Covenants shall be occupied and used as follows:

(a) Each Lot shall be used exclusively for residential purposes, and streets and parking spaces shall be used exclusively for the parking of passenger automobiles. All other areas within the Subdivision not designated or defined as a Lot, shall only be used as Common Areas, rights of way or easements as shown on the Plat.

(b) There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from or destroyed or damaged in the Common Area.

(c) No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Areas.

(d) No animals, livestock or poultry shall be raised, bred or kept in any portion of the Subdivision, except that dogs, cats, or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

(e) No noxious or offensive activity, be conducted on any Lot or area within the Subdivision, nor shall any outside devices be used, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

(f) Each Owner shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner or the Owner's family, guests, or invitees.

(g) All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorney's fees.

ARTICLE III

AFFIRMATIVE AND PROTECTIVE COVENANTS

Section 1. Single Family Residence and Garages. Each residential structure erected or placed on any Lot shall be designed, intended and used as a residence for a single family only, and not more than one residential structure shall be placed on any Lot. There shall be constructed and maintained with each single family residence an attached garage for not less than two (2) nor more than three (3) automobiles.

Section 2. Side Line and Front Line Set Back Restrictions. No building shall be located on any Lot nearer the front line or the side street line than the minimum building setback lines as shown on the Plat. In any event, no building shall be located nearer than a distance of ten percent (10%) of the Lot width to an interior Lot line and the combined widths of both side yards shall be not less than a distance equal to twenty-five percent (25%) of the Lot width. No projection of any building shall be permitted to extend into or encroach upon the space between said building line and the adjacent street, except that the steps and platform of the main door may extend over said line not to exceed five (5) feet. No dwelling shall be located on any Lot nearer than twenty-five (25) feet to the rear lot line. By virtue of amendments to the original covenants, the following are exceptions to the setback requirements stated in this Section 2 of Article III:

(a) An open porch and steps on Lot 15, Section I are permitted to extend 5.5 feet over the front building line (Document No. 88-15788).

(b) The building setback line for Lot 73, Section III, shall be 28 feet (Document No. 89-21761).

(c) Reduction of side setback on Lot 7 of Section I is reduced by approximately 1.42 feet (Document No. 2007059989).

Section 3. Further Subdivision of Lots. The further dividing of any Lot or combination of Lots is prohibited unless and until the Plan Commission has reviewed and approved the change. This restriction will not prohibit utilizing a portion or all of an adjoining Lot to change the size of a Lot, so long as no additional Lot is created, and provided each Lot shall have a minimum width of seventy-five (75) feet at the building line.

Section 4. Pre-Inhabitation. Before any house or building or any Lot shall be used or occupied as a dwelling, the Owner of said Lot shall install all improvements serving the Lot as provided in the development plans and specifications for the Subdivision filed with the Plan Commission. Before any Lot may be used or occupied, the Owner of such Lot shall first obtain an improvement location permit and certificate of occupancy required by the Allen County Zoning Ordinance.

Section 5. Signs. No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than six (6) square feet, advertising the Lot for sale, or signs used by a builder to advertise the Lot during the construction and sale period, and except political signs pursuant to Indiana Code § 32-21-13, as may be amended, and for so long as such law shall remain in effect.

Section 6. Waste. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers which are not visible from the front of any residence. All Equipment for the storage and disposal for such material shall be kept in a clean and sanitary condition.

Section 7 Antennae. Unless approved by the Architecture Committee, no radio or television or other type of antennae or supporting structure may rise more than six (6) feet above the highest point of the roof of any building. Such antennae must be attached to the main dwelling. No towers will be permitted unless otherwise approved in writing by the Architecture Committee.

Section 8. Boats, Trailers, etc. No boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character other than operational automobiles shall be parked or permitted to remain on the street, Common Area, or on any Lot unless housed completely in a garage. Currently registered and operational recreational vehicles, boats, trailers, or utility trailers may be temporarily parked in the driveway of any Lot for a period not to exceed seventy-two (72) consecutive hours at one time for the purpose of maintenance, preparation, or cleaning, and in no case more than a total of eight (8) days in the calendar year, without special permission requested and granted in writing from the Board.

Section 9. Yard Lights. Each dwelling will have installed or maintain a yard light or other illuminating device in the front yard fifteen (15) feet (plus or minus one (1) foot) from the street curb. All front facing yard light or illuminating device will be of such design and construction as shall be approved by the Architecture Committee. The Architecture Committee shall also have the authority to approve a change in the location of said yard light or illuminating device. The yard light shall be illuminated at all times other than daylight hours. Each Owner shall supply and equip lights with the photo cells at the Owner's expense.

Section 10. Holiday Lighting/Decorations. All holiday decorations displayed on any Lot shall not be placed or displayed more than thirty (30) days prior to the holiday, and must be removed within thirty (30) days of the conclusion of the holiday for which they were used.

Section 11. No Prefabrication Construction. All residences and other structures constructed or erected upon any Lot shall be new construction, except storage sheds (see Section 20. Storage Sheds.) and in no event shall any prefabricated or existing residences or garages be moved onto any lot.

Section 12. Communication Equipment. No communication receiving or transmitting device or equipment shall be used on any lot which interferes with the television reception on any other lot without the prior written consent of the Architecture Committee, which consent may be withheld or, once given, revoked for any reason.

Section 13. Vegetable Gardens. No vegetable gardens shall be placed on any Lot except behind the residence situated on such Lot.

Section 14. Minimum Building Coverage. The total habitable floor area of the residence upon each Lot shall have the following square footage restrictions which are exclusive of porches and garages:

(a) All one story structures within Oak Pointe Sections I and II shall have a minimum of 1,500 square feet, and all one story structures within Sections III, IV and V shall have a minimum of 1,700 square feet.

(b) All one and one-half story structures within Oak Pointe Sections I and II shall have a minimum of 2,000 square feet, and all one and one-half story structures within Sections III, IV and V shall have a minimum of 2,350 square feet.

(c) All two story structures within Oak Pointe Sections I and II shall have a minimum of 2,000 square feet, and all two story structures within Section III, IV and V shall have a minimum of 2,350 square feet.

Section 15. Temporary Structures. No temporary structures of any kind shall be erected or placed on any Lot and in no instance shall more than one dwelling or residence be erected or placed on any one Lot as the same is shown on the Plat. Any garage and/or servants quarters erected more than one hundred twenty (120) days prior to the connection of the main dwelling or residence shall be considered temporary structures. In no event shall any residential dwelling upon any lot be occupied until it has been fully completed in accordance with plans approved by the Architecture Committee. No trailer, basement, tent, shack or garage erected or placed on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 16. Driveway Access. Driveway access to lots having frontage on Tonkel Road shall be exclusively from interior streets. In no case shall driveway access be permitted to Tonkel Road.

Section 17. Drives. All driveways from the street to the garage shall be concrete surface and no less than sixteen (16) feet in width.

Section 18. Storage Tanks. All oil or fuel storage tanks shall be installed underground or concealed within the main structure of the dwelling house, basement or attached garage.

Section 19. Fences.

- (a) Fence Requirements. All fence plans must be submitted, in writing, to the Architecture Committee and must be approved, in writing, prior to the start of construction. No above ground electric fences or other above ground electrification of the perimeter of a lot will be allowed. No chain link or split rail fences will be allowed. All fences shall be of high quality steel, aluminum, wood, wrought iron, or vinyl with a maximum height of six feet at natural elevation. Fences may be left natural, stained, or painted in earth tone colors. No fences shall be constructed on a lot with a pond view; nor extend beyond the front line of a house. Lots with pond view include Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 99 and 100. All fences shall meet all applicable building and zoning codes. All fences must be maintained as to appearance and safety at the property owner's expense. Unmaintained and/or rotting fences shall be removed by the Owner at the Owner's cost and expense within thirty (30) days of the Owner's receipt of written

notice of removal from the Architecture Committee. An Owner's failure to (i) remove an unmaintained and/or rotting fence within thirty (30) days of receipt of notice to remove, or (ii) obtain a written approval of a fence plan shall constitute the Owner's consent for the Association to cause the removal of said affected fence, with the cost and expense of such removal being charged to the Owner. The amount due for such repairs shall be an Assessment for that Lot, and shall be subject to the lien, foreclosure and collection provisions for other Assessments under Article VI.

(b) Visual Obstruction. No fence, wall, hedge, or shrub shall block the view of any pond by neighboring Lot Owners, nor shall any fence, wall hedge or shrub obstruct the sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No screen planting over 30 inches high nor any fence shall be permitted between the street right-of-way and the building set back.

Section 20. Sanitary Sewer. All Lots shall be served by public sanitary sewer infrastructure.

Section 21. Storage Sheds. Storage sheds will be allowed if architectural style matches the house. They shall be constructed of wood, masonry, composite board or any other materials allowed by the Architecture Committee for the front elevation. No aluminum or vinyl siding shall be permitted, and all sheds shall have shingles that shall match the shingles on the house. The maximum size of any shed shall be 12 feet by 14 feet, and shall not exceed 10 feet above grade. All sheds shall first be approved by the Architecture Committee before construction begins. Storage sheds are restricted to one structure per property. No sheds shall be placed on a Lot with a pond view. Lots with pond view include Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 99 and 100.

Section 22. Existing Pine Trees. Each Owner is encouraged and agrees that if the Owner's Lot contains growing pine trees, new construction projects will be located to cause minimal loss of pines.

Section 23. Rear Yards. On all lots abutting Twin Trails Subdivision in the rear the Owner shall leave 40% of their rear yard in a natural state.

Section 24. Sidewalks. Each owner shall provide a concrete public sidewalk across the front of each property prior to occupancy. Excludes Section V residences.

Section 25. Exterior Finishes. The front elevation exterior (including soffits and fascia, but excluding windows, doors and garage doors) of all homes on Lots shall be of wood, brick, or stone, quality vinyl, aluminum, fiber cement, or synthetic products that successfully mimic wood, brick or stone may be allowable with approval by the Architecture Committee.

Section 26. Swimming Pools. No swimming pool shall be permitted if designated as an "above-ground pool." Said prohibited above-ground pool shall be defined as:

- (a) consisting of vinyl or plastic or other material for the retention of water; or
- (b) exceeding twenty-four (24) inches in height from the grade where placed.

If an above-ground pool is enclosed in a deck, patio or other structure, it shall remain subject to the restrictions of this Article, and not permitted. Small portable plastic pools maximum depth of 2 feet for small children are permitted in back yards only. Any temporary pool larger than this is not permitted. This Section 26 shall not be construed to restrict the installation of outdoor Jacuzzis and/or hot-tubs. In-ground pools are expressly permitted provided that the "deck" or top edge of the pool structure is eight (8) inches or less above the grade of the Lot surrounding the pool deck or structure.

Section 27. Architecture Committee.

(a) The Board shall appoint an Architecture Committee to perform the functions called for under these Covenants. The Board may appoint itself to serve as the Architecture Committee.

(b) No structure, building, exterior material, roofing, fence, hedge, wall or amenity shall be constructed, erected, planted, or replaced without first having submitted plans depicting the proposal to the Architecture Committee.

(c) If the Architecture Committee fails to approve or disapprove such improvements or other matters within thirty (30) days after the said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection, addition, alteration or change has been commenced prior to its completion, this Article will be deemed to have been duly complied with. The Architecture Committee shall not be liable for damages, claims or causes of action arising out of services performed pursuant to this Article.

Section 28. Flood Grade Protection. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades. The grades shall be the minimum elevation of the lowest point of entry at which water may enter the structure. The flood protection grades shall be Mean Sea Level Datum and shall be as follows:

- (a) Lots #8 and #9 – 806.0 (front) – 799.0 (back);
- (b) Lot #33 – 807.0;
- (c) Lot #34 – 810.0;
- (d) Lots #77 and #78 – 805.0;
- (e) Lots #90 and #91 – 804.0 (front);

- (f) Lot #93 – 801.0; and
- (g) Lots #100 and #101 – 812.2 (front).

Section 29. Owner's Obligations to Repair. Each Owner shall, at the Owner's sole cost and expense, keep their Lot and their improvements on the Lot in good condition and repair. The Association shall provide a minimum of thirty (30) days notice to an Owner advising of needed repairs. If an Owner fails to make the repairs or perform the maintenance after notice, the Association shall have the right to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any other improvements on the Lot in need of repair. The Association may use agents, contractors, or employees hired by the Association to complete the work. Each Owner (by acceptance of a deed for the Lot) covenants and agrees to repay the Association the cost of such repairs immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any Assessment when due. The amount due for such repairs shall be an Assessment for that Lot, and shall be subject to the lien, foreclosure and collection provisions for other Assessments under Article VI. The rights of the Association under this section are in addition to other rights and remedies under these Covenants.

ARTICLE IV

EASEMENTS

Section 1. Easements Reserved on the Plat. Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements are reserved over, under and across the Subdivision, as shown on the recorded Plats, together with an underground utility easement ten (10) feet in width parallel to and adjoining the street right-of-way. Full ingress and egress shall be had by the agencies and utilities at all times over the Subdivision for the installation, operations, maintenance, repair or removal of any improvement or utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of the easements, or with the use, maintenance, operation or installation of the utility. The grade of the land in such easement shall not be changed or altered by any Owner of any Lot, after the grade has been established. All utility easements as dedicated on the Plat shall be left free from all structures and obstructions are subject to the paramount right of the agencies or utilities with infra-structure in the easements, or planned for the easements, to remove such structures and obstructions.

Section 2. Surface Drainage Easements. Surface drainage easements as shown in the Plat are intended for either periodic or occasional use of conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Association or a proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements, or to require such repair and maintenance, as shall be reasonable necessary to keep the conductors unobstructed.

Section 3. Surface Water. No rain or storm water runoff shall at any time be discharged or permitted to flow into the sanitary sewage system, which shall be a separate sewage system from the storm water and surface water runoff outlets. No individual water supply system or individual sewage disposal system shall be installed or maintained or used on any Lot except that any individual water system may be used for the purpose of a swimming pool or lawn irrigation.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Easements of Enjoyment. Subject to the provision of Section 2 of this Article, the following persons shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot:

(a) Each Owner and each individual in the Owner's family residing on the Lot.

(b) Each tenant and contract purchaser or each Owner (and each individual in the respective families of each such tenant and contract purchaser residing with each of them) who resides on the Lot owned by such member; provided, that such tenant or contract purchaser, as the case may be, shall have a right and easements of enjoyment in and to the Common Areas in lieu of such Owner and the Owner's family.

Section 2. Extent of Owners' Easements. The rights and easements of enjoyment of the Common Areas shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Areas (including limiting the number of guests of members);

(b) The right of the Association in accordance with its Articles and By-Laws, to borrow money, and grant a mortgage, for the purpose of improving the Common Areas (the rights of a mortgagee in the Common Areas shall be subordinate to the rights of the Owners);

(c) The right of the Association to take steps as are reasonably necessary to protect the Common Areas against foreclosure;

(d) The right of the Association, as provided in its Articles and By-Laws, to suspend the right of any Owner to use the Common Areas for any period during which an Assessment (or part thereof) against the Owner's Lot remains unpaid for over six (6) months; and

(e) The right of the Association to convey any part or all of the Common Area as provided in Article VIII.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien for Assessments. Every Owner of a Lot (by acceptance of a deed for the Lot, whether or not it shall be so expressed in the deed or other conveyance), covenants and agrees to pay Assessments to the Association on such date or dates as set by the Board. The Assessments, together with such interest and costs of collection, shall be a charge on the land and shall be a continuing lien upon each Lot against which the Assessment is made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes, including but not limited to:

(a) the care, preservation, supervision, improvement and maintenance of the Common Areas and of the improvements located in the Common Area;

(b) the payment of taxes on and insurance in connection with the Common Areas and the repair, replacement, and making of additions to the Common Area;

(c) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management, supervision, maintenance and repair of, the Common Areas, including without limitation, the storm water detention basin and control structures;

(d) carrying out the duties of the Board as set forth in Article VIII;

(e) carrying out the purposes of the Association as stated in its Articles of Incorporation;

(f) snow removal on the public streets within the Subdivision; and for the payment of "common expenses" as defined in I.C. § 32-28-14-1 as may be amended or replaced; and

(g) performing the maintenance obligations of the Association stated in Article X.

Section 3. Basis and Amount of Annual Assessments. Each Lot Owner shall pay an annual Assessment to the Association in the amount of \$225.00 per year as of the effective date of these Covenants. The amount to be paid each year thereafter shall be determined by the Board as a part of its budgetary responsibilities. The amount of the annual Assessment may be increased by the Board by eight percent (8%) each year without a vote by the members. An increase in excess of this percentage in any given year shall only be made subject to a majority vote of the Members at a meeting, subject to the notice, quorum and voting requirements set forth in Section 3 of Article VIII.

Section 4. Capital Improvements. In the event any Assessment includes an amount for the purpose of defraying in whole or part, the cost of a capital improvement upon the

Common Areas or public rights of way, including the necessary fixtures and personal property related to the capital improvement(s) must have the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Section 3 of Article VII.

Section 4. Uniform Rate of Assessment. Assessments must be fixed at a uniform rate for all Lots, excepting, however, those charges related to the maintenance of the improvements serving Oak Pointe Section V (as compared to the other sections) as stated in Article X, and, excepting amounts charged to an Owner where the Association must undertake maintenance on the Lot, subject to these Covenants.

Section 6. Duties of the Board of Directors with Respect to Assessments and Management.

(a) The Board shall set the due date for all Assessments and shall send or deliver written notices of payment to the Owners at least thirty (30) days in advance of such date.

(b) The Board shall determine whether Assessments are to be paid once per year or via installments. If installments are permitted, notice of payment need only be given once per year, at least 30 days before the first installment.

(c) The Board shall furnish to any Owner, or a title company handling the financing or sale of the Owner's Lot, written evidence of payment or non-payment of Assessments. A reasonable charge may be made by the Board for furnishing such information. The written evidence (which may be accomplished electronically) shall be conclusive evidence of payment or non-payment.

Section 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: the Lien: Remedies of the Association.

(a) If any Assessment or any part of an Assessment is not paid on the due date, then the unpaid amount of such assessment shall become delinquent and shall, together with interest and costs of collection, including attorney fees, become a continuing lien on the Lot of the non-paying Owner and shall be binding on the Owner, and the Owner's heirs, executors, devisees, personal representatives, assigns and successors in title. The lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common-Areas or abandonment of the Owner's Lot.

(b) If any Assessment or part of an Assessment is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action to foreclose the lien pursuant to I.C. § 32-28-14 *et seq.*, as may be amended, and as a part of such proceeding, the Association shall be entitled to recover interest, its reasonable costs and attorneys fees. If I.C. § 32-28-14 *et seq.* is repealed or no longer in effect, foreclosures of Assessment liens may be undertaken in the same manner as mortgage liens are foreclosed under law.

(c) In addition to being a lien upon the Lot, any Assessment owed to the Association shall also be a personal obligation of the Owner. In addition to the remedy of foreclosure, the Association shall have the authority to collect the overdue Assessments from the Owner as other obligations are collected by law, and subject to recovery for interest, costs and attorney's fees by the Association.

Section 8. Subordination of the Lien to Mortgages. The lien of the Assessments shall be subordinate and inferior to the lien of any mortgage or deed of trust placed upon the Lots subject to Assessment. Sale or transfer of a Lot shall not affect the Assessment lien. However, the sale or transfer of a Lot pursuant to a mortgage foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the Assessment lien as to payments becoming due prior to the foreclosure or in lieu transfer. No sale or transfer shall extinguish the lien, or relieve the Owner from liability, for Assessments that become due after the foreclosure sale or in lieu transfer.

Section 9. Exempt Property. The following property shall be exempted from the Assessments, charges and liens created by the Covenants:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Areas.
- (c) All Lots owned by the Association.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall automatically be a Member of the Association. Membership is appurtenant to and may not be separated from the ownership of a Lot.

Section 2. Voting Rights. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, amongst themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. Voting rights of an Owner shall be suspended if all or any part of an Assessment is delinquent over six (6) months.

Section 3. Quorum and Notice Requirements. The quorum and notice requirements for Board meetings and member meetings shall be set by the Board in the Bylaws.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD

Section 1. Powers. The Board shall have the authority to perform the duties and exercise the powers given to it under these Covenants, the Bylaws, or as prescribed by state law, including, but not limited to the following:

(a) Secure policies of insurance insuring the Association, the Board, and the Architecture Committee against any liability to the public or to the Owners (and/or invitees or tenants), in the type, and in an amount determined by the Board after consultation with insurance professionals.

(b) Execute all declarations of ownership for tax assessment purposes, and to contest any Assessment with regards to the Common Areas on behalf of all Owners.

(c) Borrow funds to perform the duties of the Association as the Board sees fit.

(d) Enter into contracts necessary to perform Board functions, including but not limited to the hiring of a property manager or other professionals.

(e) Maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks).

(f) All the powers necessary or incidental to the operation and management of the Association.

(g) Protect or defend the Common Areas from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(h) Dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for public purposes where the transferee has the right of eminent domain under law, and subject to conditions as may be approved by the Board.

(i) Make reasonable rules and regulations for the operation of the Common Areas.

(j) To establish, amend and abide by the Bylaws of the Association.

(k) Make information available to Owners as required by I.C. § 32-25.5-3-3(g) through (m), as may be amended.

(l) Adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(m) Enforce the provision of the Covenants and any rules made by the Board, and to enjoin and seek damages from any Owner for violation of such provisions or rules.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The Covenants shall run with and bind the land within the Subdivision, and shall inure to the benefit of the Association and/or the Owners, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that these Covenants are recorded, after which time the Covenants shall be automatically extended for successive periods of ten (10) years unless and instrument signed by the Members entitled to cast a majority of the votes of the Association has been recorded, agreeing to abolish these Covenants, in whole or in part.

Section 2. Amendment. The Covenants may be abolished, amended and/or replaced in whole or in part, with at least fifty-one percent (51%) of the Owners of the Lots agreeing to do so by a document in writing bearing each of their signatures. Approval of the Plan Commission may be required prior to recordation to confirm the changes under any amendment do not conflict with the applicable zoning or subdivision ordinances.

Section 3. Enforcement. The Association and any Owner shall have the right to enforce these Covenants by any proceeding in law or equity, including all restrictions, conditions, covenants, easements, reservations, liens and charges. The failure by the Association to enforce any provision of these Covenants shall create no liability on behalf of the Association. All liability, related to the failure to comply with these Covenants shall rest solely with the non-complying Owner. The failure of the Association, or any Owner, to enforce the provisions of these Covenants shall not constitute a waiver of the right of enforcement so long as the violation continues, nor shall it adversely affect the right to enforce any provision as to another Lot.

Section 4. Severability. Invalidation of any one of the provisions of these Covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in these Covenants are for reference purposes only and shall not in any way affect the meaning or interpretation of these Covenants.

ARTICLE X

REAFFIRMATION OF OAK POINTE, SECTION V PROVISIONS

Section 1. Prior Inclusion of Section V into Oak Pointe. The developer of the Oak Pointe Subdivision (Oakmont Development Company, referred to as "Declarant" in the original covenants) recorded a Supplementary Declaration of Covenants, Conditions and Restrictions for Oak Pointe, Section V as Document No. 92-69154 ("Supplementary Declaration"), that brought the real estate included in the Supplementary Declaration into the Oak Pointe Subdivision without platting the real estate as was done in Oak Pointe Sections I through IV. Likewise, via the recording of a Dedication of Private Access and Utility Easement as Document No. 93-48215

("Access and Utility Easement") the developer provided for vehicular, pedestrian and utility access to Section V. The Access and Utility Easement intersects with the public right of way known as Spring Pond Cove. The roadway located within the Access and Utility Easement is known as Spring Pond Cove North. Four distinct, metes and bounds parcels in Section V have been developed into single-family residential home sites. The four parcels, which are considered as Lots under these Covenants, are known as 11315 Spring Pond Cove North, 11320 Spring Pond Cove North, 11333 Spring Pond Cove North and 11336 Spring Pond Cove North ("Section V Lots"). These Covenants affirm the following:

- (a) Supplementary Declaration and the Access and Utility Easement,
- (b) that the four parcel Owners in Section V are Members of the Association, with all rights and obligations of Members, and
- (c) the parcels in Section V are subject to these Covenants, and are located within the area described in the Supplementary Declaration.

Section 2. Maintenance of the Access and Utility Easement Improvements. The Access and Utility Easement (Spring Pond Cove North) crosses the Ely Ditch via a bridge constructed by the developer ("Ely Ditch Bridge"). The Access and Utility Easement, including the roadway and the Ely Ditch Bridge, required the Owners of the Section V Lots to provide for maintenance of the Access and Utility Easement on a pro rata basis. By virtue of these Covenants, the Association shall share in the maintenance of the Access and Utility Easement as follows:

(a) As to the Ely Ditch Bridge, the Owners of the Section V Lots shall be responsible, on a pro rata basis, for ninety percent (90%), and the Association shall be responsible for ten percent (10%) of needed maintenance and repairs.

(b) As to the Access and Utility Easement (Spring Pond Cove North), the Owners of the Section V Lots shall be responsible, on a pro rata basis, for fifty percent (50%), and the Association shall be responsible for fifty percent (50%), of needed maintenance and repairs to the current asphalt section of the Access and Utility Easement (Spring Pond Cove North) from the end of the concrete portion of Spring Pond Cove North to the southern abutment of the Ely Ditch Bridge. (The concrete ends and the asphalt begins approximately 168 feet north of the public right of way of Spring Pond Cove). The Owners of the Section V Lots shall be solely responsible for one hundred percent (100%) of the needed maintenance and repairs for the remainder of the Access and Utility Easement from the northern abutment of the Ely Ditch Bridge to its northern terminus, subject to Section 2(a) above.

(c) If the Association contracts with a private snow and ice removal service for the public streets within the Subdivision, instead of relying on the Allen County Highway Department (or successor public agency) to perform such work, the Association shall include the Access and Utility Easement (Spring Pond Cove North), in such contract for services.

(d) Any expenses for maintenance and repairs to those portions of the Access and Utility Easement (Spring Pond Cove North) for which the Association has some

responsibility shall first be approved by the Board prior to the contracting and performance of such work.

(e) The Owners of the Section V Lots (individually and collectively) and the Association shall have the right to enforce, or compel performance of, the maintenance provisions of this Section 2 of Article X, by any legal or equitable means. The Association shall also have a lien for maintenance sums owed by the Owners of the Section V Lots as against the Section V Lots, jointly and severally. This lien shall be treated as any lien for an Assessment as provided in Article VI, including the foreclosure provisions. Additionally, any sums owed by any or all of the Owners of the Section V Lots shall be the personal obligation of same of the Section V Lot Owners, jointly and severally, and may be collected by the Association as other obligations are collected by law, including interest, costs and attorney's fees.

Certificate of Adoption

The undersigned President and Secretary of the Board of Directors of Oak Pointe Homeowners Association, Inc., hereby certifies that the above AMENDED AND RESTATED DEDICATION OF EASEMENTS AND PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS FOR OAK POINTE, SECTIONS I THROUGH V, A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA were duly adopted by a written petition signed by not less than fifty-one percent (51%) of the Owners of Lots in Oak Pointe, as shown by the following written signatures.

Dated: 5-3-19

OAK POINTE HOMEOWNERS ASSOCIATION,
INC.

By: [Signature]
President, Board of Directors

Printed Name: Todd Rynders

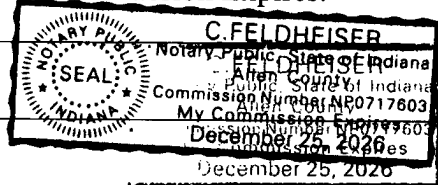
By: [Signature]
Secretary, Board of Directors

Printed Name: Lisa A Kern
aka Lisa Kern

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3RD day of May, 2019, personally appeared Todd Rynders, the President of Oak Pointe Homeowners Association, Inc., and Lisa Kern, the Secretary of Oak Pointe Homeowners Association, Inc. The above signatures were executed by said individuals as a free act and deed in my presence on this date.

My Commission Expires:



[Signature]
NP0717603, Notary Public
Resident of Allen County, Indiana

This instrument was prepared by Patrick R. Hess, Attorney at law. Attorney No. 19395-02.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Patrick R. Hess

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed this Amendment on the date indicated below.

Lot No. 56

Bryan Zimmerman
(Signature)

Bryan Zimmerman
(Printed/Typed Name)

Lot No. 56

Patricia L. Hissong
(Signature)

PATRICIA L. HISSONG
(Printed/Typed Name)

Lot No. 87

Ann F. McIlwain
(Signature)

Ann F. McIlwain
(Printed/Typed Name)

Lot No. 57

Matthew Crawford
(Signature)

MATTHEW CRAWFORD
(Printed/Typed Name)

Lot No. 77

John W. Lohman TEE
(Signature)

John W Lohman TEE
(Printed/Typed Name)

Lot No. 63

Kara Reyes
(Signature)

Kara Reyes
(Printed/Typed Name)

Lot No. 62

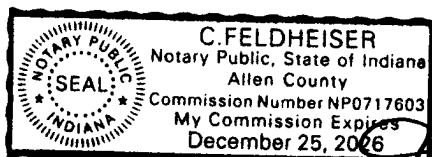
Jamie R. Summers
(Signature)

JAMIE R. SUMMERS
(Printed/Typed Name)

Lot No. 53

Janelle Spoerner
(Signature)

Janelle Spoerner
(Printed/Typed Name)



C. Feldheiser

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed this Amendment on the date indicated below.

Lot No. 64
Christi R Cason
(Signature)
Christi R Cason
(Printed/Typed Name)

Lot No. 20
Kyle Putt
(Signature)
KYLE PUTT
(Printed/Typed Name)

Lot No. 51
Jeffrey T. Henry
(Signature)
JEFFREY T. HENRY
(Printed/Typed Name)

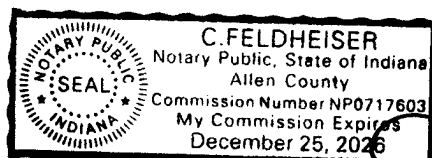
Lot No. 24
Kristy Richardson
(Signature)
Kristy Richardson
(Printed/Typed Name)

Lot No. 108
R. Scott Silver
(Signature)
R. Scott Silver
(Printed/Typed Name)

Lot No. 99
Stephen D. Smith
(Signature)
Stephen D. Smith
(Printed/Typed Name)

Lot No. 107
Jean M. Reesman
(Signature)
Jean M. Reesman
(Printed/Typed Name)

Lot No. 30
David J. Ensley
(Signature)
DAVID J. ENSLEY
(Printed/Typed Name)



C. Feldheiser

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed this Amendment on the date indicated below.

Lot No. 44
Mark A. Wilder
(Signature)

Mark A. Wilder
(Printed/Typed Name)

Lot No. 38
Charles Chabon
(Signature)

CHARLES CHABON
(Printed/Typed Name)

Lot No. 72
Gregory Doubl
(Signature)

Gregory Doubl
(Printed/Typed Name)

Lot No. 94
Kris Markham
(Signature)

KRIS MARKHAM
(Printed/Typed Name)

Lot No. 17
James C Kern
(Signature)

JAMES C KERN
(Printed/Typed Name)

Lot No. 95
Todd Rynders
(Signature)

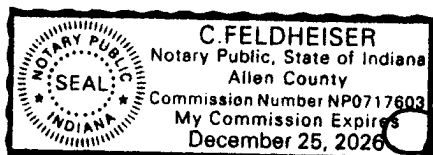
Todd Rynders
(Printed/Typed Name)

Lot No. 109
Lisa Kern
(Signature)

LISA A. KERN
(Printed/Typed Name)

Lot No. 61
Josh Beck
(Signature)

Josh Beck
(Printed/Typed Name)



C. Feldheiser

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed this Amendment on the date indicated below.

Lot No. 12
Daniel Palermo
(Signature)
Daniel Palermo
(Printed/Typed Name)

Lot No. 88
Andrea K Wager
(Signature)
Andrea K Wager
(Printed/Typed Name)

Lot No. 105
Neil Hansen
(Signature)
Neil Hansen
(Printed/Typed Name)

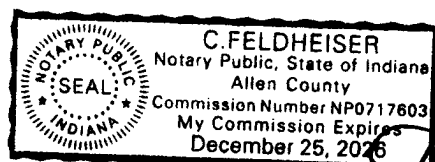
Lot No. EO2
K. Thomas Ibbotson
(Signature)
K. Thomas Ibbotson
(Printed/Typed Name)

Lot No. 86
R L Brandes Jr
(Signature)
R L BRANDES JR
(Printed/Typed Name)

Lot No. 77
Kathleen O'Boyle
(Signature)
Kathleen O'Boyle
(Printed/Typed Name)

Lot No. 11
Druce K Mensky
(Signature)
DRUCE K. MENSKY
(Printed/Typed Name)

Lot No. 9
Jeff TenBerge
(Signature)
JEFF TENBERGE
(Printed/Typed Name)



C. Feldheiser

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed this Amendment on the date indicated below.

Lot No. 33
[Signature]
(Signature)
Joseph Patrick
(Printed/Typed Name)

Lot No. 35
William R. Ledger
(Signature)
William R. Ledger
(Printed/Typed Name)

Lot No. 42
Abby L. Akers
(Signature)
Abby L. Akers
(Printed/Typed Name)

Lot No. 92
Joanne Turney
(Signature)
Joanne Turney
(Printed/Typed Name)

Lot No. 41
[Signature]
(Signature)
Teri Freebey
(Printed/Typed Name)

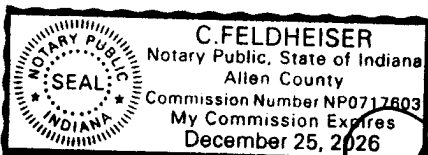
Lot No. 2
Michael T. Funk
(Signature)
Michael T. Funk
(Printed/Typed Name)

Lot No. 40
[Signature]
(Signature)
Sheri Dunlavy
(Printed/Typed Name)

Lot No. _____

(Signature)

(Printed/Typed Name)



C. Feldheiser

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed this Amendment on the date indicated below.

Lot No. 11114 Oak Pointe Trail

Robert Erexson
(Signature)

Robert Erexson
(Printed/Typed Name)

Lot No. 69

Terry Niskay
(Signature)

Terry Niskay
(Printed/Typed Name)

Lot No. 22

Timothy Studebaker
(Signature)

Timothy Studebaker
(Printed/Typed Name)

Lot No. 101

Judith A. Barker
(Signature)

Judith A. Barker
(Printed/Typed Name)

Lot No. 91

Joe Smith
(Signature)

Joe Smith
(Printed/Typed Name)

Lot No. 59

Sonja Gingery
(Signature)

Sonja Gingery
(Printed/Typed Name)

Lot No. 100

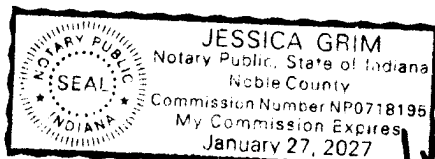
Steve Gerber
(Signature)

Steve Gerber
(Printed/Typed Name)

Lot No. 53

Michelle Friesen
(Signature)

Michelle Friesen
(Printed/Typed Name)



IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed this Amendment on the date indicated below.

Lot No. 11108 SPC

[Signature]
(Signature)

Thomas E. Beachy
(Printed/Typed Name)

Lot No. E03

[Signature]
(Signature)

Stan Bieberich
(Printed/Typed Name)

Lot No. 11102 Spring Pond Cove

[Signature]
(Signature)

Tamara Marra
(Printed/Typed Name)

Lot No. 98

[Signature]
(Signature)

Steven C. Gilbert
(Printed/Typed Name)

Lot No. 76

[Signature]
(Signature)

Carl D. Reuter
(Printed/Typed Name)

Lot No. 55

[Signature]
(Signature)

Elaine Fazzaro
(Printed/Typed Name)

Lot No. 11113 SPC # 93

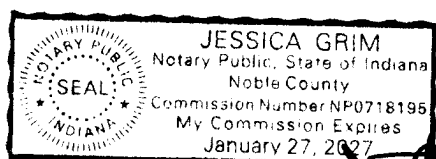
[Signature]
(Signature)

John W. Sims Jr
(Printed/Typed Name)

Lot No. 3823 Oak Pt Dr

[Signature]
(Signature)

P. Riley
(Printed/Typed Name)



IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed this Amendment on the date indicated below.

Lot No. 11215 Pine Bank Ct Lot No. _____

KB Carboneau
(Signature)

(Signature)

Kathryn Carboneau
(Printed/Typed Name)

(Printed/Typed Name)

Lot No. 11225 Pine Bank Ct

Lot No. _____

Timothy W. Taube
(Signature)

(Signature)

Timothy W. Taube
(Printed/Typed Name)

(Printed/Typed Name)

Lot No. _____

Lot No. _____

(Signature)

(Signature)

(Printed/Typed Name)

(Printed/Typed Name)

Lot No. _____

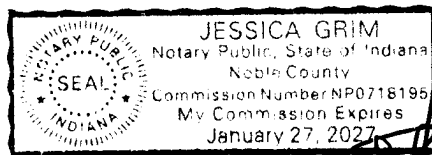
Lot No. _____

(Signature)

(Signature)

(Printed/Typed Name)

(Printed/Typed Name)



ABSENTEE BALLOT

Oak Pointe Community Association

SPECIAL MEETING

January 31, 2019

The undersigned, being the owner(s) of Lot # or address 11131 Pine Bank CT.
in the Oak Pointe Community Association (do) hereby cast my ABSENTEE vote.
One (1) vote per lot.

I, Nicholas & Susan Schenkel IN FAVOR of the proposed restated covenants.

I, _____ AGAINST the proposed restated covenants.

This Absentee Ballot must be received by Above & Beyond Community Management,
507 Airport North Office Park, Fort Wayne, IN 46825 prior to the commencement of the
meeting to which this Absentee vote applies.

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these
Amendments on the dates indicated below.

Address 11131 Pine Bank CT.

(Signature)

Nicholas J Schenkel
(Printed/Typed Name)

Address 11131 Pine Bank Ct., Ft. Wayne, IN 46825

(Signature)

Susan J. Schenkel
(Printed/Typed Name)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this
28th day of January, 2019, personally appeared and acknowledged
the execution of the foregoing.

My Commission Expires:
10/18/23

Shannon Pierson notary signature

Shannon Pierson, Notary Public
Resident of Allen County, Indiana



**Oak Pointe Community Association
SPECIAL MEETING
January 31, 2019**

Allen County Recorder Document #: 2019020283

ABSENTEE BALLOT

Oak Pointe Community Association

SPECIAL MEETING

January 31, 2019

The undersigned, being the owner(s) of Lot # or address 11336 Spring Pond Cv. N.
in the Oak Pointe Community Association (do) hereby cast my ABSENTEE vote.
One (1) vote per lot.

I, Jefferson Kennedy IN FAVOR of the proposed restated covenants.

I, _____ AGAINST the proposed restated covenants.

This Absentee Ballot must be received by Above & Beyond Community Management,
507 Airport North Office Park, Fort Wayne, IN 46825 prior to the commencement of the
meeting to which this Absentee vote applies.

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these
Amendments on the dates indicated below.

Address Same as above

Jefferson L. Kennedy
(Signature)

Jefferson L. Kennedy
(Printed/Typed Name)

Address Same as above

Patricia E. Kennedy
(Signature)

Patricia E. Kennedy
(Printed/Typed Name)

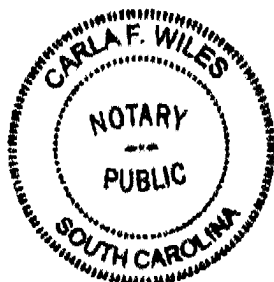
STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this
28 day of January, 2019, personally appeared and acknowledged
the execution of the foregoing.

My Commission Expires:

06/23/2027

Carla F. Wiles notary signature_
Carla F. Wiles, Notary Public
Resident of Anderson County, ~~Indiana~~
South Carolina

ABSENTEE BALLOT

Community Association

MEETING

2019

The undersigned, being the owner(s) of the property at address ✓ Nancy McGill in the Oak Pointe Community Association (do) hereby cast my ABSENTEE vote. One (1) vote per lot.

I, Nancy McGill IN FAVOR of the proposed restated covenants.

I, _____ AGAINST the proposed restated covenants.

I, ✓ _____ IN FAVOR of the proposed restated covenants EXCEPT for Article III, Section 8 (Boats, trailers, etc.) beginning with the following wording: "Currently registered and operational recreational vehicles, boats, trailers or utility trailers may be parked in the driveway..." (to the end of this paragraph). RETAIN the first three lines of this section, ending with the word "garage".

This Absentee Ballot must be received by Above & Beyond Community Management, 507 Airport North Office Park, Fort Wayne, IN 46825 prior to the commencement of the meeting to which this Absentee vote applies.

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Address ✓ 11130 Oak Pointe Trl

✓ Nancy McGill
(Signature)

✓ Nancy McGill
(Printed/Typed Name)

Address ✓ 11130 Oak Pointe Trl

(Signature)

(Printed/Typed Name)

STATE OF INDIANA)

COUNTY OF ALLEN)

) SS:



Before me, the undersigned, a Notary Public, in and for said County and State, on this 25 day of January, 2019, personally appeared and acknowledged the execution of the foregoing.

My Commission Expires:

Aug 11, 2023

Melissa Warren notary signature

Melissa Warren, Notary Public
Resident of Allen County, Indiana