

**FIRST AMENDMENT OF THE DEDICATION, PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS FOR SAGE POINTE,  
SECTION I AND SECTION II, IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA**

**WHEREAS**, North Eastern Development Corp., an Indiana corporation ("Developer"), executed and recorded the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Architectural Restrictions appended to the Plats of Sage Pointe, Section I and Section II, with Section I, a subdivision, platted at Document No. 2018061396 and Plat Cabinet H, page 26, and with Section II, a subdivision, platted at Document No. 2020078559 and Plat Cabinet H, page 111, all in the Allen County Recorder's Office (collectively, the "Restrictive Covenants"); and

**WHEREAS**, pursuant to Section 7.26.2 of the Restrictive Covenants, the Developer currently has the exclusive right 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 Developer hereby amends the Restrictive Covenants as follows:

1. AMENDMENT OF SECTIONS 5.3. The first sentence in Section 5.3 of each of the Restrictive Covenants for Section I and Section II of Sage Pointe regarding the initial maximum annual assessment is deleted in its entirety and replaced with the following:

Commencing January 1, 2022, the maximum annual assessment shall be Seven Hundred Dollars (\$700.00) per Lot plus weekly refuse/garbage pickup services, if any, as provided in Section 8.

2. MISCELLANEOUS. Except as modified herein, the Restrictive Covenants for Sage Pointe, Sections I and II shall remain in full force and effect, including all of the remainder of Section 5.3, excepting only the first sentence that is replaced as hereinabove.

**IN WITNESS WHEREOF**, the Developer has executed this First Amendment to the Restrictive Covenants effective as of this 10<sup>th</sup> of December, 2021.

NORTH EASTERN DEVELOPMENT CORP.,  
an Indiana corporation

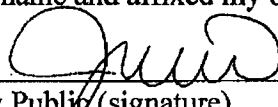
By:   
Joseph L. Zehr, President

STATE OF INDIANA     )  
                                  )  
COUNTY OF ALLEN     )

Before me, the undersigned Notary Public in and for said County and State, this 6<sup>th</sup> day of December, 2021, personally appeared **Joseph L. Zehr**, as President of **North Eastern Development Corp.**, being known or proved to me to be the person described in and who executed the foregoing instrument.

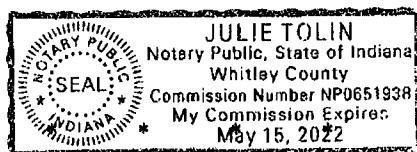
IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal

A resident of Allen County

  
Notary Public (signature)

Commission Expires: May 15, 2022  
Commission Number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (printed name)



This instrument was prepared by Vincent J. Heiny, Attorney at Law, Indiana Bar No. 7638-02,  
CARSON LLP, 301 W Jefferson Blvd, Suite 200, Fort Wayne, Indiana 46802.

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