



Cross References: 201900184 and 201903208

FIRST AMENDMENT TO SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MCCORD POINTE

This First Amendment to Second Supplemental Declaration of Covenants, Conditions and Restrictions for McCord Pointe (the "Amendment") is entered into by Lennar Homes of Indiana, a Delaware corporation, formerly known as CalAtlantic Homes of Indiana, Inc., ("Declarant") this 20 day of May, 2019.

RECITALS

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and Restrictions for McCord Pointe which was recorded in the Office of the Recorder of Hancock County, Indiana on January 7, 2019 as Instrument Number 201900184 (the "Declaration") which encumbers certain real estate owned by Declarant and described therein as the "Real Estate";

WHEREAS, pursuant to the Declaration, Declarant executed that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for McCord Pointe which was recorded in the Office of the Recorder of Hancock County, Indiana on April 15, 2019 as Instrument Number 201903207 (the "First Supplement") which subjected Additional Property to the Declaration;

WHEREAS, pursuant to the Declaration, Declarant executed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for McCord Pointe which was recorded in the Office of the Recorder of Hancock County, Indiana on April 15, 2019 as Instrument Number 201903208 (the "Second Supplement") which encumbers a portion of the Real Estate described in the Declaration described therein as the "Ranch Section":

WHEREAS, pursuant to the Section 9.2 of the Declaration, Declarant may during the Development Period, which as of the date hereof has not expired, unilaterally amend the Declaration for any purpose, provided the amendment has no material adverse effect upon any right of the owners;

WHEREAS, all capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Second Supplement;

IN WITNESS WHEREOF, the Declarant desires amend the Second Supplement, it being intended that the Declaration, as modified by the First Supplement, Second Supplement and this Amendment, shall run with title to the Ranch Section, and with title to each and every Lot (as defined in the Declaration) within the Ranch Section, and shall be binding on all persons or entities having or acquiring any right, title or interest in the

Ranch Section or any part thereof and shall inure to the benefit of each owner thereof.

AMENDMENT

NOW, THEREFORE, the parties hereby amend the Second Supplement as follows:

1. Article VII, Item (a) of the Second Supplement is hereby deleted and replaced in its entirety as follows:

- (a) **Fences.** The Committee, prior to any installation, must approve any fencing and landscaping screening. It is the goal to keep all fencing or screening harmonious with the architectural character of the Neighborhood. No fence will be approved which obstructs necessary site lines for vehicular traffic. No front yard fencing is permitted, except on Lots which there is maintained a sales office or model home by Declarant. All plans for approval of fencing which are submitted to the Committee shall identify all corners of the subject Lot, and the Owner shall be responsible for installing the fence in accordance with the approved plans. Fences must be professionally installed. All fences shall be kept in good condition and repair by the Owner. Each Owner who has a dog present at its Lot in the Ranch Section shall provide the Association with current information regarding telephone numbers of one or more individuals who can control that dog so that the Association may conveniently perform the Yard Maintenance without interference from any dog on the Lot. Each Owner who installs/maintains a fence on a Lot in the Ranch Section does so with the knowledge that the fence may sustain minor damage (such as marks, scratches, chips and dents) from the use of weed trimmers during the Yard Maintenance activities and acknowledges that the Association and the Association's landscape vendor shall not be responsible for said damage. No fences shall be permitted or installed in easements, which shall be Owner's sole responsibility to determine. Any fence encroaching onto an easement shall be promptly removed by the Owner after notice of such encroachment.

Declarant, during the Development Period, and the Committee, after the Development Period, may reasonably amend or change any of the following restrictions with regards to Lots in the Ranch Section:

- i. No fence shall exceed forty-eight (48) inches in height and shall not exceed forty-eight (48) inches above grade.
- ii. All fences shall have at least one (1) forty-eight (48) inch gate on the forward facing side of the fence to allow the Association access to the rear yard for Yard Maintenance activities. In the rare instance where side yard easements on a Lot preclude the placement of the gate as prescribed in the foregoing sentence, the Committee, in its sole discretion, may allow an alternative location provided that the forty-eight (48) inch gate is located

- as near the rear foundation line of the residence as reasonably possible.
- iii. No fence shall be located any closer to the front Lot line than the rear foundation line of the residence.
 - iv. All fencing erected on a Lot in the Ranch Section must be erected within six (6) inches of the property line of such Lot unless an easement is present on the Lot in such location, then the fence must be erected along the inner line of said easement. Each Owner who has a fence erected that is located within six (6) inches of the property line of its Lot, hereby approves of each applicable adjacent Lot Owner to encroach upon the Owner's Lot up to a maximum of six (6) inches in order for (x) the applicable adjacent Lot Owner to connect its adjacent Lot Owner's fence to the Owner's fence already erected, and (y) such applicable adjacent Lot Owner to subsequently maintain its adjacent Lot Owner's fence within the encroached area of the Owner's Lot. Under no circumstances shall such encroachment give rise to a claim of adverse possession or easement by prescription. In the event that a fence is already erected on an adjoining Lot within six (6) inches of the property line, then the Owner of a Lot desiring to install a new fence (the "New Fence") shall either (i) connect the Owner's New Fence to the existing fence on the adjoining Lot if the New Fence satisfies all of the criteria expressed herein and is approved by the Committee, or (ii) if an easement is present on the Owner's Lot, erect the New Fence on the inner edge of the easement located on the Owner's Lot.
 - v. All fences must be wrought iron or aluminum but wrought iron in appearance. No wood, chain link, galvanized fencing, stockade fencing or PVC fencing will be permitted on a Lot in the Ranch Section. Notwithstanding anything contained herein, invisible electronic fences designed to restrict movement of animals are expressly permitted.

The exact location, material, color, and height of the fence and rendering or photograph thereof shall be submitted to the Committee for written approval at least thirty (30) days prior to proposed installation or construction. If, however, approval has not been received by the applicant in writing within thirty (30) days after submission, then said request shall be deemed DENIED. If the installation of a fence is approved, Owner shall be responsible to obtain all necessary permits and comply with all rules, regulations, ordinances, or zoning regulations established by governmental authorities with jurisdiction over the Real Estate.

2. Article VII, Item (b) of the Second Supplement is hereby deleted and replaced in its entirety as follows:

(b) **Playground Equipment.** No trampolines, playground equipment,

