



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

REGARDING THE RANCH SECTION

Cross-Reference Inst. No. 201900184; 20193208; and 201904769

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

This Second Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for McCord Pointe (for the Ranch Section) was executed as of the date set forth below.

WITNESS THE FOLLOWING:

The McCord Pointe subdivision ("McCord Pointe") located in Hancock County, Indiana was established by a certain "Declaration of Covenants, Conditions and Restrictions for McCord Pointe" ("Declaration") which was filed January 7, 2019, as **Instrument No. 201900184** with the Hancock County Recorder; and as supplemented by the First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for McCord Pointe (the "First Supplement") recorded on April 15, 2019 as Instrument No. 201903207 in the Records; as further supplemented by the Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for McCord Pointe (the "Second Supplement") recorded on April 15, 2019 as Instrument No. 201903208 in the Records (as amended by the First Amendment to Second Supplemental Declaration of Covenants, Conditions and Restrictions for McCord Pointe recorded on May 28, 2019 as Instrument No. 201904769 in the Records) (collectively, the "Declaration");

Plats filed with the County Recorder established the Lots and Common Areas situated within the Stillwater Section of McCord Pointe ("Ranch Section"); and

The original developer of McCord Pointe caused to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name McCord Pointe Homeowners' Association, Inc. ("Association") to manage the affairs of McCord Pointe; and

All Lot Owners within the Stillwater Section of McCord Pointe established by the Second Supplement are members of the Ranch Section and bound by the First and Second Supplemental Declarations as amended; and

The Board of Directors of the Association recommended that the Owners in the Ranch Section approve the following amendments to the Second Supplement; and

Article IX, Section 9.2 of the Declaration provides that it may be amended at any time by approval of the Owners of at least 60% of the Lots; and

The Owners of more than 60% of the Lots in the Ranch Section have approved the following amendments to the Second Supplement, with the written approvals being a part of the Association's permanent records. This amendment received 68.95% (131/190 Lots) votes in favor of the amendment.

NOW, THEREFORE, the Second Supplement is hereby amended as described below:

1. **Article II, (i) contains a definition of the term “Exclusive Amenity” which is being amended to allow the Ranch Section Committee the authority allow access to and/or to rent the clubhouse to all owners in McCord Pointe, the Board of Directors proposes the following new language to for the definition:**

- (i) “Exclusive Amenity” shall mean any structure (e.g., the clubhouse) that may be constructed within the Ranch Section for use of the Ranch Section residents; provided, however, neither the Declarant, the Association or any other party shall have any obligation to construct or provide such Exclusive Amenity for the benefit of the Owners of Lots within the Ranch Section.

2. **A new section is added to Article III to provide the Ranch Section Committee the authority to adopt reasonable rules and regulation for use and rental of the Clubhouse by McCord Pointe residents as follows:**

Section 3.3. Clubhouse Use. The Ranch Section Committee shall have the sole authority to adopt and publish rules for access and use of the clubhouse located within the Ranch Section that is supported by the Ranch Section Assessments. A reasonable fee for the use and/or rental of the clubhouse, in an amount to be set by the Ranch Section Committee, shall be published in the rules. The fee for use of the facility may be higher for any owner in McCord Pointe that is not a Ranch Section Owner. The Committee shall also be permitted to require a rental agreement and security deposit for the use of the facility. Any such requirement shall be set forth in the rules for the facility. The clubhouse shall only be open for use, access, and rental by McCord Pointe owners and residents.

3. Except for the above, all other provisions of the Supplemental Declaration shall remain unchanged.

4. The foregoing amendment shall run with the land and shall be binding upon all Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the Stillwater Section of McCord Pointe.

5. The undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to this Second Amendment to the Second Supplemental Declaration have been fulfilled and satisfied.

Date: 9/9/2024, 2024

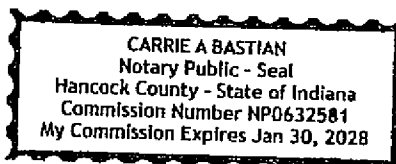
McCord Pointe Homeowners' Association, Inc., by:

Robert Kruger
Robert Kruger, President

Attest:

Cindy Miller
Cindy Miller, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF Hancock)



Before me, a notary public, in and for said County and State, personally appeared Robert Kruger and Cindy Miller, the President and Secretary, respectively, of McCord Pointe Homeowners' Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 9th day of September, 2024.

Carrie A. Bastian
Notary Public - Signature

Carrie A. Bastian
Printed

My Commission Expires:

Residence County: Hancock

Jan 30, 2028

"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." /s/ Kimberly M. Sutter, Esq.

This instrument prepared by Kimberly M. Sutter, EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.