

2016 002106

2016 JAN 14 AM 9:01

MICHAEL D. BROWN
RECORDER
**AMENDMENT TO DECLARATION
OF EXTENDED LOW-INCOME/RENTAL HOUSING COMMITMENT**

This is an amendment ("Amendment") to that certain Declaration of Extended Low-Income/Rental Housing Commitment (the "Declaration") entered into by and between the Indiana Housing & Community Development Authority f/k/a Indiana Housing Finance Authority ("IHCDA" or "Authority"), and Douglas Pointe III Associates, LLC (the "Developer" and/or "Owner") dated March 12, 1996 and recorded in the Lake County Recorder's office in Lake County Indiana on April 18, 1996 as Document Number 96025604. This Amendment is effective as of the 10 day of September 2015 (the "Effective Date").

WHEREAS, the Developer and/or Owner is the developer of a rental housing development known as Douglas Pointe III (the "Project" or "Development"), having a Development BIN of IN-97-11000 located in Hammond, Indiana as more particularly described in Exhibit "A" attached hereto and fully incorporated herein; and

WHEREAS, the Developer and/or Owner received a rental housing tax credit allocation from IHCDA; and

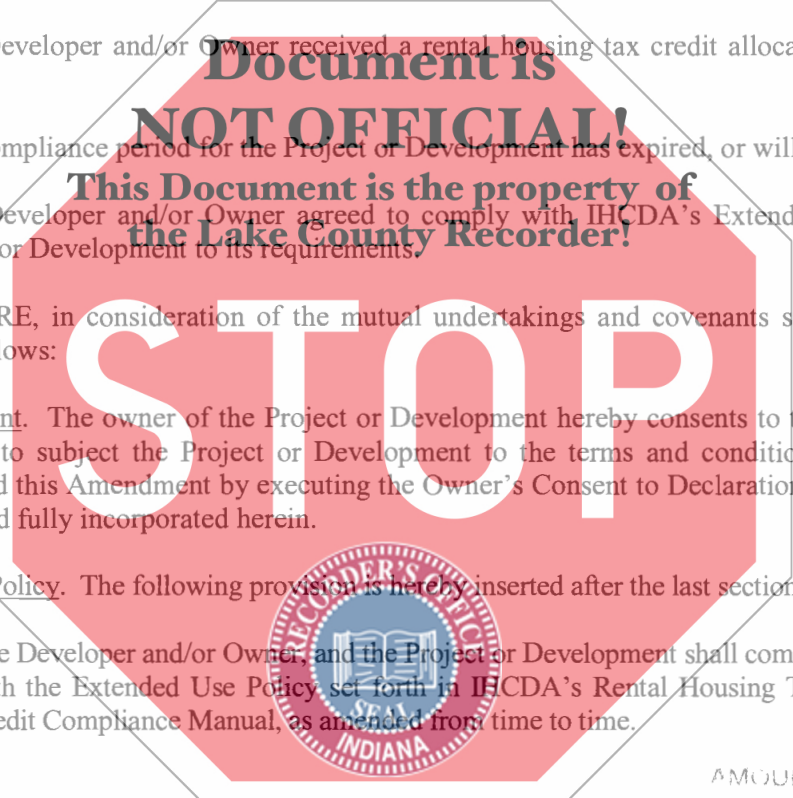
WHEREAS, the compliance period for the Project or Development has expired, or will expire soon; and

WHEREAS, the Developer and/or Owner agreed to comply with IHCDA's Extended Use Policy and subject the Project or Development to its requirements;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants set forth herein, the parties agree as follows:

- I. Owner's Consent. The owner of the Project or Development hereby consents to the Declaration and hereby agrees to subject the Project or Development to the terms and conditions set forth in the Declaration and this Amendment by executing the Owner's Consent to Declaration attached hereto as Exhibit "B" and fully incorporated herein.
- II. Extended Use Policy. The following provision is hereby inserted after the last section in the Declaration:

The Developer and/or Owner, and the Project or Development shall comply with the Extended Use Policy set forth in IHCDA's Rental Housing Tax Credit Compliance Manual, as amended from time to time.



010280

FILED

JAN 13 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: _____

AMOUNT \$ 22 -
 CASH _____ CHARGE _____
 CHECK # 008819
 COVERAGE 1
 COPY _____
 NON-COM _____
 CLERK cm

Revised 12/13/10

E

Notwithstanding any other provision to the contrary, the Developer and/or Owner and the Project or Development shall comply with the Code only to the extent its requirements are incorporated into the Extended Use Policy set forth in IHCD's Rental Housing Tax Credit Compliance Manual, as amended from time to time.

- III.** Notices: The notice address for Indiana Housing & Community Development Authority f/k/a Indiana Housing Finance Authority set forth in section 8(d) of the Declaration is hereby amended to the following:

Indiana Housing and Community Development Authority
30 South Meridian Street
Suite 1000
Indianapolis, IN 46204
Attn: Chief Real Estate Development Officer

- IV.** Capitalized Terms. Capitalized terms defined in this Amendment shall have the meanings set forth in this Amendment. Capitalized terms not defined in this Amendment shall have the meanings set forth in the Declaration.
- V.** Conflicting Provisions. In the event of a conflict between the terms and provisions in this Amendment and the terms and provisions of the Declaration, the terms and provisions in this Amendment shall govern.

All other matters previously agreed to and set forth in the Declaration and not affected by this Amendment shall remain in full force and effect.



IN WITNESS WHEREOF, Developer and IHCD have caused this Amendment to be executed by duly authorized representatives on the Effective Date referenced above.

DEVELOPER AND/OR OWNER:

By: [Signature]

Printed: David Flaherty

Title: Executive Director

Date: 9/24/2015

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said county and State, personally appeared David Flaherty the Exec. Dir. of Douglas Pointe III Assoc, LLC, who acknowledged that the foregoing Amendment was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this

28 day of Sept, 2015.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Noelle Sue Malatestinic
Notary Public
Noelle Sue Malatestinic
Printed Name

NOELLE SUE MALATESTINIC
Notary Public - Seal
State of Indiana
Marion County
My Commission Expires Sep 2, 2022

My County of Residence:

Marion

My Commission Expires:

9/2/2022



**EXHIBIT A
LEGAL DESCRIPTION**

Lot G-2 of Douglas Pointe Phase Two (A Planned Unit Development) as per plat thereof, recorded in Plat Book 077, Page 75, in the Office of the Recorder of Lake County, Indiana, said Lot G-2 containing 147,491 square feet/3.3686 acres, more-or-less, and subject to all existing easements and rights-of-way.



**EXHIBIT B
OWNER'S CONSENT TO DECLARATION**

Douglas Pointe III Associates LLC being the owner of record (the "Owner") of the Project or Development pursuant to a deed recorded in the Lake County Recorder's office in Lake County Indiana on 4/13/96 as Document Number 96025604 or Record _____ and Page _____ hereby consents to the Declaration.

OWNER

By: [Signature]

Printed: David Flaherty

Title: Executive Director

Date: 9/24/2015

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

**Document is
NOT OFFICIAL!**

Before me, a Notary Public, in and for said county and State, personally appeared David Flaherty, the Executive Director of Douglas Pointe III Associates LLC, who acknowledged that the foregoing Owner's Consent to Declaration was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this 25 day of Sept, 2015.

Noelle Sue Malatestinic
Notary Public

Noelle Sue Malatestinic
Printed Name



NOELLE SUE MALATESTINIC
Notary Public - Seal
State of Indiana
Marion County
My Commission Expires Sep 2, 2022

My County of Residence: Marion
My Commission Expires: 9/2/2022