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MICHAEL B. BROWN  
RECORDER

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS & EASEMENTS  
FOR BEACON POINTE OF CEDAR LAKE**

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**THIS AMENDMENT** (this "Amendment") to Declaration of Covenants, Conditions, Restrictions & Easements for Beacon Pointe of Cedar Lake shall be read and construed together with the Declaration of Covenants, Conditions, Restrictions & Easements for Beacon Pointe of Cedar Lake, which was recorded on November 8, 2017 as Document No. 2017 075568 in the Office of the Recorder of Lake County, Indiana (hereinafter, the "Master Declaration").

**Document Is NOT OFFICIAL!**

**WHEREAS, BEACON POINTE OF CEDAR LAKE LLC**, an Indiana limited liability company (hereinafter, "Declarant"), is and continues to be the sole owner of all of Submitted Parcel, Subdivision, and Development Area (all of which are legally described in Exhibit "A" to the Master Declaration);

**WHEREAS, Declarant**, as the sole owner of all of the Submitted Parcel, Subdivision, and Development Area, desires to amend certain provisions of the Master Declaration as hereinafter described; and

**WHEREAS, MHI HOMES, LLC**, an Indiana limited liability company ("Builder"), consents to the terms and provisions of the Amendment as set forth herein.

**NOW, THEREFORE, Declarant**, on behalf of itself and its successors and assigns in interest, hereby supplements and amends the Master Declaration as follows:

Pursuant to Article XIII (including but not limited to Section 13(d)(1)) and as Declarant has and continues to own all of the Submitted Parcel, Subdivision and Development Area, Declarant hereby deletes Section 9.02 ("Computation of Assessment") of the Master Declaration and hereby adds the following new Section 9.02 to the Master Declaration in its place, which shall be binding on all of the Submitted Parcel, Subdivision and Development Area, as well as any future additions thereto:

**"Section 9.02. Computation of Assessment.** It shall be the duty of the Board, at least thirty (30) days before the beginning of the budget year (the budget year shall be from January 1 through December 31) and ten (10) days prior to the meeting at which the budget shall be presented

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**JOHN E. PETALAS**  
LAKE COUNTY AUDITOR

to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming budget year. Subject to the provisions of Section 9.05 hereof, the budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general expenses. The Board shall cause a copy of the budget, and the amount of the Assessments to be levied against each Residential Unit for the following budget year to be delivered to each Owner at least seven (7) days prior to the meeting. The budget and the Assessments shall become effective when adopted by the Board of Directors.

"Notwithstanding the foregoing, however, in the event the Board fails for any reason so to determine the budget for the succeeding budget year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding budget year.

"The Board may not, without the vote or written consent of a majority of the votes of the Association, impose an Assessment per Residential Unit which is greater than one hundred fifty percent (150%) of the amount for the previous fiscal year, except for the Assessment levied for the first time.

"Upon the Declarant or Builder's sale of a Residential Unit to a third party Owner, the following assessments shall be collected by and for the benefit of the Association at the time of the initial closing on each Residential Unit: (1) an initial closing assessment of Two Hundred Dollars (\$200.00) per Residential Unit, (2) for each Residential Unit that is a Quad Residential Unit, a yearly Assessment of Two Thousand Dollars (\$2,000.00) per calendar year (prorated for the first year of ownership) or as otherwise determined by the Board, of which Six Hundred Dollars (\$600.00) per calendar year (prorated for the first year of ownership) or as otherwise determined by the Board shall be allocated to the Quad Residential Unit Reserve, (3) for each unattached Residential Unit (e.g., a cottage home) on a Lot, a yearly Assessment for each such unattached Residential Unit of One Thousand Five Hundred Dollars (\$1,500.00) per calendar year (prorated for the first year of ownership) or as otherwise determined herein by the Board, and (4) for each Residential Unit attached to only one (1) other Residential Unit (e.g., a paired villa) on a platted lot, a yearly Assessment for each such attached Residential Unit of One Thousand Three Hundred Eighty Dollars (\$1,380.00) per calendar year (prorated for the first year of ownership) or as otherwise determined herein by the Board.

"Thereafter, for each Residential Unit that is a Quad Residential Unit, a yearly assessment of Two Thousand Dollars (\$2,000.00) per calendar year or as otherwise determined by the Board (of which Six Hundred Dollars (\$600.00) per calendar year or as otherwise determined by the Board shall be allocated to the Quad Residential Unit Reserve) shall be due and payable to the Association on a pro rata bi-annual basis on or before the first day of January and July each year, or as otherwise determined by the Board. For each unattached Residential Unit (e.g., a cottage home) on a Lot, a yearly Assessment for each such unattached Residential Unit of One Thousand Five Hundred Dollars (\$1,500.00) per calendar year or as otherwise determined by the Board shall be due and payable to the Association on a pro rata bi-annual basis on or before the first day of January and July each year, or as otherwise determined by the Board. For each Residential Unit attached to only one (1) other Residential Unit (e.g., a paired villa) on a plated lot,, a yearly Assessment for each such attached Residential Unit of One Thousand Three Hundred Eighty Dollars (\$1,380.00) per calendar year or as otherwise determined by the Board shall be due and payable to the Association on a pro rata

bi-annual basis on or before the first day of January and July each year, or as otherwise determined by the Board.”

II.

That except as modified, expanded or amended herein, all the terms, covenants and conditions of the Master Declaration shall remain in full force and effect. In the event of any inconsistencies within or between parts of this Amendment and the Master Declaration, the terms and conditions of this Amendment shall prevail and control. This Amendment may be executed in counterparts and each counterpart, when executed, shall be deemed an original, and all of which shall be taken together as a single document.

**IN WITNESS WHEREOF**, the Declarant and Builder have caused this Amendment to be executed and attested to as of this 15<sup>th</sup> day of December, 2017.


**Document is NOT OFFICIAL!**  
Beacon Pointe of Cedar Lake LLC

**This Document is the property of the Lake County Recorder!**

By: [Signature]  
Its: Member

MHI Homes, LLC  
By: McFarland Management, LLC, Manager

By: [Signature]  
Name: Ronald W. McFarland  
Its: President



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of Beacon Pointe of Cedar Lake LLC, an Indiana limited liability company, who acknowledged that he signed and delivered the said instrument as his own free and voluntary act as an authorized agent for and on behalf of said Beacon Point of Cedar Lake LLC, an Indiana limited liability company.

Given under my hand and notarial seal this 19th day of December, 2017.

**Document is NOT OFFICIAL!**  
*[Signature]*  
Notary Public  
**This Document is the property of the Lake County Recorder!**

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared Ronald W. McFarland, as President of MHI Homes, LLC, an Indiana limited liability company, who acknowledged that he signed and delivered the said instrument as his own free and voluntary act as an authorized agent for and on behalf of said MHI Homes, LLC, an Indiana limited liability company.

Given under my hand and notarial seal this 15 day of December, 2017.  
LINDA M. RAMBAULT  
Notary Public - Seal  
State of Indiana  
Lake County  
My Commission Expires Jun 3, 2023  
*[Signature]*  
Notary Public

My Commission Expires: 6-3-23  
County of Residence: Lake

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

/s/ Mark R. Anderson

This instrument prepared by: Mark R. Anderson #21524-53, Anderson & Anderson, P.C., Barrister Court, 9211 Broadway, Merrillville, IN 46410, (219) 769-1892