

MARTHA A. WOMACKS
MARION COUNTY AUDITOR
OCT 10 2005
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF GUION LAKES**

3

This second amendment is made this 10th day of October, 2005, by Guion Lakes Homeowners Association.

Recitals

A. Developer has executed that certain Declaration of Covenants, Conditions and Restrictions of Guion Lakes dated July 18, 1990 and recorded on July 27, 1990, as Instrument No. 900075964 in the Office of the Recorder of Marion County, Indiana (the "Declaration").

B. The Declaration affects certain real estate commonly known as "Guion Lakes" subdivision in Marion County, Indiana and more specifically described and referred to in the Declaration as the "Real Estate".

C. Paragraph 8.1 under Article VIII of the Declaration provides that the Association may amend the Declaration in accordance with paragraph 8.1 i, ii, iii, iv, &

Now, Therefore, the Association, in accordance with the provisions of the Declaration and hereby amends the Declaration in the manner hereinafter provided:

1) Paragraph 6.1 (specifically 6.11) of the Declaration and restated in its entirety to read as follows:

6.11 Maximum Annual Assessment. For the calendar year beginning January 1 2006 the maximum annual assessment shall be (\$95.00) per Lot.

(i) From and after January 1 after the initial year, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of membership of the association

(ii) From and after the initial Year, the maximum annual assessment may be increased above five percent (5%) by vote of two-thirds (2/3) of the membership of the association who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum annual assessment.

2) Paragraph 5.20 (specifically (i) of the Declaration and restated item (i) in its entirety to read as follows:

5.20 (i) Compliance with Drainage Requirements.

(i) No permanent or temporary structures or improvements shall be located in the lake areas except fountains.

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Inst # 2005-0167630

- 3) Paragraph 5.1 of the Declaration is amended and restated in its entirety to read as follows:

5.1 Residential Use Only. Every Lot is a residential lot and shall be used exclusively for single-family residential purposes. Owners of the lots shall be strictly prohibited from “public” or “private” leasing of the lot or dwellings located thereon. No lot shall be purchased for the purpose of “leasing” or “renting”.

- 4) Paragraph 5.4 of the Declaration is amended and restated in its entirety to read as follows:

5.4 Accessory and Temporary Buildings. No trailers, shacks, outhouses, tool sheds or other out building of any kind (except detached storage sheds as provided for in this paragraph) shall be erected or situated on any Lot, nor shall any building of a temporary character be erected, except for use by the Developer or builder(s) during the construction of a residential building on any Lot. A detached storage shed may be erected on any Lot providing that it matches the color, trim and siding of the single family residence currently erected on the Lot. Prior approval of the plans to erect a detached storage shed on a Lot by the Board of Directors of the Association is required by paragraph 6.18 of this Declaration.

- 5) Paragraph 5.6 of the Declaration is amended and restated in its entirety to read as follows:

5.6 Vehicle Parking and Swimming Pools. No camper, motor home, truck, trailer, recreational vehicle or boat of any kind may be stored on any Lot in open public view. Subject to prior approval by the Board of Directors of the Association pursuant to paragraph 6.18 of this Declaration, an Owner may be permitted to erect an above ground swimming pool on his/her lot provided that all aspects of the construction of the swimming pool, including but not limited to design, complies with any and all applicable state and local rules, regulations and ordinances. Owner shall keep the above ground pool in clean and good repair and comply with any and all applicable state and local rules, regulations and ordinances pertaining to above the ground swimming pools, including but not limited to maintenance and repair. Owner shall erect the above the ground pool so that it will not be in open public view.

1. Effect of Amendment. The provisions of this Second Amendment shall be covenants running with the land and shall be binding upon, and inure to the benefit of, Association, Developer and any other person now or hereafter acquiring or having any right, title or interest in the Real Estate or any part thereof.
2. Declaration Continuous. Except as expressly amended by this Second Amendment, the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been executed by the Association as of the date first written

GUION LAKES HOA

By: Laurinda Horton

Printed: Laurinda Horton

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Laurinda Horton, President of Guion Lakes HOA, who acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions of Guion Lakes for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 10 day of Oct, 2005.

Lisa Kalinke
Notary Public

LISA KALINKE
Printed Name

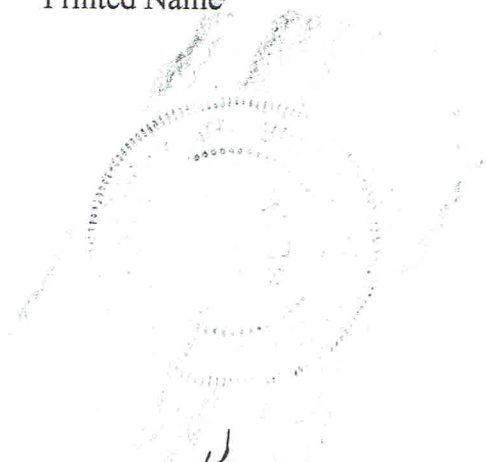
My commission Expires:

1/26/2003

I am a resident of

~~Ind~~ Marion

County, Indiana



APPROVED THIS 10th

DAY OF October 2005

PIKE TOWNSHIP ASSESSOR

DRAFTSMAN [Signature]

