

SECOND AMENDMENT OF RESTRICTIONS AND PROTECTIVE COVENANTS OF WHISPERING OAKS PHASE II

This Second Amendment of Restrictions And Protective Covenants of Whispering Oaks Phase II is entered this ____th Day of July, 2026, by the Whispering Oaks Phase II Homeowners Association, Inc. (the "Association").

WHEREAS, the Whispering Oaks Phase II Covenants and Restrictions with Design Guidelines are of record at Instrument Number 200501789, in the Office of the Recorder of Clark County, Indiana (the "Restrictions"); and

WHEREAS, the Association did, at its regular and properly called annual meeting proposed an amendment to the Restrictions; and

WHEREAS, at said annual meeting Members of the Association constituting more than 40% of the Owners of Lots in the subdivision, each being Members entitled to vote, 2/3rds present voted in favor of said amendment and deemed it to be in the best interests of the Corporation that the Restrictions be amended as set forth herein;

NOW, THEREFORE, pursuant to applicable law and the affirmative vote of more than two-thirds (2/3rd) of the Lot owners of Whispering Oaks Phase II present (in person, by proxy or online voting) at the annual meeting of the Whispering Oaks Phase II Homeowners Association, Inc., agree as follows:

1. AMENDMENT OF RESTRICTIONS: The Lot Owners, pursuant to Article I, Section A, as it relates to amended Article VIII, Section 8.1(D), hereby amend the Declaration of Restrictions as follows:

A. Amendment to Section 2.5

Section 2.5, titled "*Mini Barns and Accessory Structures*," which currently provides that "Generally, requests for mini-barns, storage sheds, and accessory structures will be denied," is hereby deleted in its entirety and replaced with the following:

Section 2.5 – Storage Sheds and Accessory Structures

The installation and use of storage sheds and accessory structures shall be permitted, subject to approval in accordance with the guidelines set forth in *Appendix A – Shed Restrictions*, a four (4) page document consisting of a summary and eleven (11) detailed sections.

Any Lot Owner seeking approval to install a storage shed or accessory structure must comply with and adhere to all requirements, conditions, and restrictions set forth in Appendix A.

2. The Restrictions and Bylaws of Whispering Oaks Phase II Homeowners Association, Inc. and the Whispering Oaks Recreation Center, Inc. contained therein, as amended herein, shall inure to the benefit of the Association and all of the owners of lots within every Section of Whispering Oaks Phase II, their successors and assigns, upon the terms and conditions as set forth herein.

3. All other provisions of the Bylaws of Whispering Oaks Phase II Homeowners Association, Inc. and the Whispering Oaks Recreation Center, Inc. as adopted shall remain in effect and the foregoing Amendment shall be incorporated into the standing Bylaws of Whispering Oaks Recreation Center, Inc. and Whispering Oaks Phase II Homeowners Association, Inc.

4. All other terms and conditions of the Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed and sealed as of the dates set forth below.

WHISPERING OAKS PHASE II HOMEOWNERS ASSOCIATION, INC.

By: _____

Name: Matthew Montgomery

Title: President

Date: _____

By: _____

Name: Trevor Magruder

Title: Secretary

Date: _____

STATE OF INDIANA

COUNTY OF Clark

The foregoing instrument as acknowledged before me this ____ day of July, 2026, by Matthew Montgomery as the President of the Whispering Oaks Phase II Homeowners Association, Inc.

Notary Public: _____

Printed Name: _____

County of Residence: Clark

Commission Number: _____

My commission expires: _____

Witness's Signature: _____

Witness's Signature: _____

Printed Name: _____

Printed Name: _____

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____ being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Matthew Montgomery in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this ____ day of July, 2026.

Notary Public: _____

Printed Name: _____

County of Residence: Clark

Commission Number: _____

My commission expires: _____