

112-03001-001 5	112-03002-008 0	112-03002-016 8
112-03001-002 6	112-03002-009 1	112-03002-017 9
112-03001-003 7	112-03002-010 2	112-03002-018 0
112-03001-004 8	112-03002-011 3	112-03001-034 5
112-03001-005 9	112-03002-012 4	112-03001-035 6
112-03001-006 0	112-03002-013 5	112-03001-036 7
112-03001-007 0	112-03002-014 6	112-03001-037 8
112-03001-008 1	112-03001-018 0	112-03001-038 9
112-03001-009 2	112-03001-019 1	112-03001-039 0
112-03001-010 3	112-03001-020 2	112-03001-040 0
112-03001-011 4	112-03001-021 3	112-03001-041 1
112-03001-012 5	112-03001-022 4	112-03001-042 2
112-03001-013 6	112-03001-023 5	112-03002-019 0
112-03001-014 7	112-03001-024 6	112-03002-020 1
112-03001-015 8	112-03001-025 7	112-03002-021 2
112-03001-016 9	112-03001-026 8	112-03002-022 3
112-03001-017 0	112-03001-027 9	112-03002-023 4
112-03002-001 4	112-03001-028 0	112-03002-024 5
112-03002-002 5	112-03001-029 0	112-03002-025 6
112-03002-003 6	112-03001-030 1	112-03002-026 7
112-03002-004 7	112-03001-031 2	112-03002-027 8
112-03002-005 8	112-03001-032 3	112-03002-028 9
112-03002-006 9	112-03001-033 4	112-03002-029 0
112-03002-007 0	112-03002-015 7	112-03000-052 2

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

*Betty L. Michael*  
AUDITOR OF TIPPECANOE CO.  
7.19.94 TH

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS,  
RESTRICTIONS, EASEMENT AND ASSESSMENTS OF  
BROOKFIELD FARMS SUBDIVISION  
AND SUBSEQUENT SECTIONS THERETO  
LAFAYETTE, INDIANA

WHEREAS, the Restrictive Covenants (hereinafter the "Restrictive Covenants") for Brookfield Farms Subdivision, dated November 9, 1993, were recorded November 10, 1993, under Document No. 93-25752 in the Office of Recorder, Tippecanoe County, Indiana;

WHEREAS, a Final Plat (hereinafter the "Plat") of Brookfield Farms Subdivision dated November 9, 1993, was recorded November 10, 1993, under Document No. 93-25751, Plat Cabinet D, Slide 186, in the Office of Recorder, Tippecanoe County, Indiana;

WHEREAS, the Plat incorporates said Restrictive Covenants as applicable to all the platted lots of said Brookfield Farms Subdivision;

WHEREAS, by a minimum of 67% of the votes of the mortgaged units and with the consent of two-thirds (2/3) of each class of members other areas may be annexed into the subdivision, according to Article XVIII, A.

NOW THEREFORE, 100% of the Owners ("Owners") of the lots as listed below hereby approve immediate annexation of Brookfield Farms, Phase II, into the subdivision and into the Homeowners' Association. A legal description Brookfield Farms, Phase II, is attached as Exhibit "A" and is made a part hereof.

ALSO, the Owners desire to add the following, Paragraph S, as stated below to Article V:

- S. A storm water drainage pond ("Pond") shall be located on Lots 79 and 80 in Phase II of Brookfield Farms. It is estimated that the Pond shall have an approximate depth of eleven (11) feet and a storm depth of an additional two (2) feet. The Homeowners' Association shall be responsible for the repair and maintenance of the Pond and the Homeowners' Association shall also be responsible for carrying the appropriate liability insurance.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Roy L. Frock, the President of Cedar Run Limited, Inc. who acknowledged the execution of the foregoing First Amendment to the Declaration of Covenants and Restrictions acting for and on behalf of said Cedar Run Limited, Inc., and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of July, 1994.

JO E. ROACH, Notary Public  
My Commission Expires: 8-3-95  
Residing in Marion County

*Jo E. Roach*



STATE OF INDIANA )  
 ) SS:  
COUNTY OF TIPPECANOE )

Before me, a Notary Public in and for said County and State, personally appeared Steven R. Schreckengast, the President of Citation Homes, Inc. who acknowledged the execution of the foregoing First Amendment to the Declaration of Covenants and Restrictions acting for and on behalf of said Citation Homes, Inc., and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of July, 1994.

JO E. ROACH, Notary Public  
My Commission Expires: 8-3-95  
Residing in Marion County

*Jo E. Roach*



STATE OF INDIANA )  
 ) SS:  
COUNTY OF TIPPECANOE )

Before me, a Notary Public in and for said County and State, personally appeared Russell E. Clayton, the General Manger of Crossmann Communities Partnership, who acknowledged the execution of the foregoing First Amendment to the Declaration of Covenants and Restrictions acting for and on behalf of said Crossmann Communities Partnership, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of July, 1994.

JO E. ROACH, Notary Public  
My Commission Expires: 8-3-95  
Residing in Marion County

*Jo E. Roach*



STATE OF INDIANA )  
 ) SS:  
COUNTY OF TIPPECANOE )

Before me, a Notary Public in and for said County and State, personally appeared John R. Butterworth, the President of Trinity Homes of Lafayette, Inc., who acknowledged the execution of the foregoing First Amendment to the Declaration of Covenants and Restrictions acting for and on behalf of said Trinity Homes of Lafayette, Inc., and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of July, 1994.

JO E. ROACH, Notary Public  
My Commission Expires: 8-3-95  
Residing in Marion County

*Jo E. Roach*



This instrument prepared by: William T. Rees, Attorney at Law,  
8355 Rockville Road, Indianapolis, Indiana 46234.