

112-03001-0015 thru 112-03001-0433
112-03002-0014 thru 112-03002-0322
112-03003-0013 thru 112-03003-0233

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

SEP 11 2007

Jennifer Weston
AUDITOR OF TIPPECANOE CO. *JW*

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

REF: 93-25752

WHEREAS, the Restrictive Covenants for Brookfield Farms Subdivision, dated November 9, 1993, were recorded in Record 93-25752 on November 10, 1993 in the Office of Recorder, Tippecanoe County, Indiana;

WHEREAS, the Restrictive Covenants were amended July 18, 1994, and said amendments were recorded in Record 9414431 on July 19, 1994 in the Office of Recorder, Tippecanoe County, Indiana;

NOW THEREFORE, at least 60% of the Owners of Lots in the Brookfield Farms Subdivision having approved them, these amendments of the Restrictive Covenants are hereby made and adopted this 11th day of September, 2007.

ARTICLE I, Section A – Add the following definition:

"Board" shall mean the board of directors of the Brookfield Farms Homeowner's Association, as described more particularly in Article XV, Section C.

ARTICLE II, Section A – Add the following paragraph:

Home Businesses: The purpose of this provision is to prevent excessive foot and vehicle traffic to the Development and to prevent the establishment of commercial enterprises in the Development that would alter the character and appearance of the Development. Therefore, business signage may not be erected on any Lot without prior written approval of the Committee. No business may be conducted on any Lot that requires frequent visitation of customers and employees of said business. Commercial enterprises that are conducted principally, or exclusively, by electronic or telephonic means may be permitted on any Lot.

ARTICLE III, Section A.8.c – Replaced with the following:

Must be shadow box, split-rail, chain link, black iron or aluminum picket style, or vinyl unless approved by the Committee. Any fence needs prior Board approval and must be properly maintained.

ARTICLE III, Section A.13 – Replaced with the following:

Above-Ground Swimming Pools: Temporary above-ground swimming pools are permitted on any Lot from Memorial Day to Labor Day of same calendar year provided that the above-ground swimming pool does not leave any permanent structural damage on any Lot and provided that the above-ground swimming pool be erected so that it is not visible from any public street. Above-ground swimming pools must also be kept in good order, with sufficient filtration, and be covered when not in use. In-ground swimming pools shall be permitted with the approval of the Board.

a closed garage. No vehicles shall be placed on blocks or jacks for purposes of repair, except for repairs made in garages.

All passenger vehicles shall be parked in garages or in driveways. Guest vehicles may be parked on any public street for a period not exceeding twenty four (24) hours. If any vehicle is parked on any public street for more than three days, the Board shall place one sticker on such vehicle for every day said vehicle remains parked in violation of this section. Once three stickers have been placed on any vehicle, the Board may tow that vehicle at the owner's expense.

ARTICLE V, Section F – Replaced with the following:

Antennas: The Board shall approve all exposed antennas. The maximum height of exposed antennas shall not exceed five (5) feet above the roof peak. No person shall maintain more than one antenna on the same Lot.

ARTICLE V, Section K – Replaced with the following:

Garbage, Trash, Leaves, and Other Refuse; Composting; Garbage Removal: No Owner of a Lot shall burn or bury out-of-doors any garbage, trash, leaves, or other refuse. Nor shall any such Owner accumulate or permit the accumulation of garbage, trash, leaves, or other refuse on his or her Lot. Nothing in this section shall prevent any Owner from making their own compost or engaging in the practice of composting provided that the activity does not become a noxious or offensive activity or become an unreasonable annoyance or nuisance to Owners of any other Lots in the Development. If the Association executes a contract for the removal of garbage or trash for Lots in the Development, all Owners must utilize that garbage or trash removal service. All garbage cans, trash bins, or other refuse containers must be covered by a lid of appropriate size at all times.

ARTICLE V, Section S – Add the following new section:

Hazardous Materials: No person shall keep, store, or maintain any Hazardous Materials on a Lot. "Hazardous Materials" refers to substances that are harmful to human and environmental health and/or safety in relatively small quantities. Such materials include flammable, combustible, corrosive, reactive, and toxic substances as well as any other substance defined as "hazardous" by the State of Indiana or the United States. The term does not include chemicals used predominantly for household or consumer purposes.

ARTICLE V, Section T – Add the following new section:

Noise: No Owner shall operate or permit the use or operation of any device on their Lot in such a manner as to be plainly audible across property boundaries after ten o'clock p.m. on weeknights and eleven o'clock p.m. on weekends. No Owner shall participate in any party or gathering that gives rise to noise that is plainly audible across property boundaries after ten o'clock p.m. on weeknights and eleven o'clock p.m. on weekends. The provisions of this section shall not apply to the emission of sound for the purpose of:

1. Alerting persons to the existence of an emergency;
2. Work to prevent or alleviate physical or property damage threatened or caused by a public calamity or other emergency;
3. Work necessary to render, continue or restore utility services;
4. Snow removal.

ARTICLE V, Section U – Add the following new section:

Fireworks: Fireworks displays on any Lot must conform to the statutes and regulations of the United States, the State of Indiana, and comply with all local laws and ordinances.

ARTICLE V, Section V – Add the following new section:

Rentals: Owners may rent their Lot or any portion thereof to any person provided that the rental term is at least one calendar year. All leases must be memorialized in a signed writing which must be made available to the Board and produced to the Board upon the Board's written request. An Owner may permit a tenant that has resided on the Lot for at least one calendar year to holdover and remain a tenant on the Lot for any period of time.

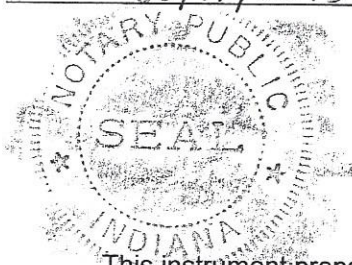
If an Owner leases a Lot, or any part thereof, to any person for a duration shorter than one calendar year, that Owner shall be fined \$500 for each month that the Lot, or any part thereof, is leased to that person. If an Owner leases a Lot and fails to memorialize the terms of the lease in a signed writing, that Owner shall be fined \$500. If an Owner fails without just cause to produce a signed copy of any lease requested by the Board, that Owner shall be fined \$500. "Just cause" includes: loss of the lease agreement without fault of the Owner, destruction of the lease agreement without fault of the Owner, or any other good reason that justifies an Owner's failure to produce a signed copy of any lease agreement. If any Owner has been fined for any violation of this section before, the penalties set out for violation of this section shall be doubled.

STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared, Eric Burch who acknowledged the execution of the foregoing instrument as his free and voluntary act and deed.

Witness my hand and Notarial Seal this 11th day of September, 2007.

My Commission Expires:
03/19/2015



Tiffany N. Ford
(written) Notary Public
TIFFANY N. FORD
(printed)
County of Residence: clinton

This instrument prepared by: Thomas N. Logan, (#26459-79) of Withered Burns & Persin, LLP, 8 North Third Street, Suite 401, P.O. Box 499, Lafayette, IN 47902, Telephone: (765) 742-1988, who affirms, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Thomas N. Logan