

04021807 07/29/2004 02:21pm
PAMELA K BERGLUND, TIPPECANOE COUNTY RECORDER

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

JUL 29 2004


AUDITOR OF TIPPECANOE CO.

Key Number(s): 170-05917-0017 thru 0556;
170-05916-0205 (parent)

**FIRST SUPPLEMENTAL DECLARATION of COVENANTS,
CONDITIONS and RESTRICTIONS of ARBOR CHASE**

This First Supplemental Declaration of Covenants, Conditions and Restrictions of Arbor Chase ("First Supplemental Declaration"), has been executed as of the 27th day of July, 2004, by Tippecanoe Development, LLC, an Indiana Limited Liability Company, ("Declarant").

RECITALS

1. Declarant has previously entered into a Declaration Agreement ("Declaration") dated December 15, 2004, and recorded January 30, 2004, as Document Number 04-002569 in the Office of the Recorder of Tippecanoe County, Indiana, restricting all Lots in the Property and Additional Real Estate as may be made subject to the Declaration.
2. The Declaration contemplates that the Declarant, as long as Declarant has any ownership interest in the Property, reserves the right to make such amendments to the Declaration as Declarant may deem necessary or appropriate without the approval of any other person or entity, provided that the amendment is not prohibited by Section 10.3 Amendment to the Declaration and is not made subsequent to four years after the recordation of the Declaration.
3. This First Supplemental Declaration is entered into by the Declarant affirming its ownership interest in the Property, for purpose of providing additional definitions and amending certain

sections of Article VI Use, Restrictions and Architectural Control and which is subject, in all respects, to this Declaration and all rights, obligations, and privileges herein.

4. All acts and things have been done and performed which are necessary by the Declarant that when executed and recorded in the Records of Tippecanoe County, Indiana, are enforceable with their respective terms and to make this First Supplemental Declaration a valid and binding agreement.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL DECLARATION WITNESSETH, THAT:

Article I. Definitions

Section 1.01 Definitions

(A) Unless otherwise provided herein, the terms defined in Article II of the Declaration shall, for all purposes, have the same meaning specified in the First Supplemental Declaration.

(B) In addition, the terms defined in this Section 1.01(B) shall, for all purposes of this First Supplemental Declaration, have the meanings specified in this Section 1.01(B).

“First Supplemental Declaration” means this First Supplemental Declaration authorizing the right to make amendments to the Declaration as Declarant is permitted to do so provided the amendments do not violate Section 10.3 Amendment of the Declaration, Declarant has ownership interest in the Property, the amendments occur within four years after the recordation, and the amendment is recorded.

“The Estates of Arbor Chase” means Lots 1 through 14 inclusive and Lots 42 through 55 inclusive in the Subdivision.

“Arbor Chase by the Lakes” means Lots 15 through 41 inclusive and Lots 56 through 226 inclusive in the Subdivision.

“Village of Arbor Chase” means Lots 227 through Lots 353 in the Subdivision.

Article II. Amendment of Article VI Use, Restrictions and Architectural Control

Section 2.01 Amends Section 6.2 Architectural Control

Article VI Use, Restrictions, and Architectural Control, Section 6.2 Architectural Control, shall be amended by insert of a new subparagraph (i) Architectural Requirements for Front Elevations of the Subdivision, as more particularly described on Exhibit C.

Section 2.02 Amends Section 6.31 Fencing

Article VI Use, Restrictions, and Architectural Control, Section 6.31 Fencing, shall be amended by the deletion of this section in its entirety and replacing it with the following:

Section 6.31 Fencing No fence of any type shall be permitted within twenty-five (25) feet of the entire east property line of the Subdivision. Fencing shall be permitted in the Subdivision around an immediate patio to a residence provided that the privacy fence shall not be more than six (6) feet in height. Split rail fencing or picket fencing for the perimeter of a Lot, not to exceed four (4) feet in height, shall also be permitted. Wrought iron fencing or similar fencing around a swimming pool for a Dwelling Unit, not to exceed six (6) feet in height, shall be permitted. All fencing shall be approved by the Declarant until the end of the Development Period unless sooner authorized by the Declarant and thereafter by the Board of Directors of the Association or the Architectural Committee if so

appointed. Fencing shall also meet all requirements of the City of West Lafayette, Indiana.

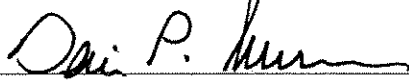
Article III. Miscellaneous

Section 3.01 Miscellaneous

Except to the extent modified, amended, or supplemented by this First Supplemental Declaration, the Declaration shall remain in full force and effect.

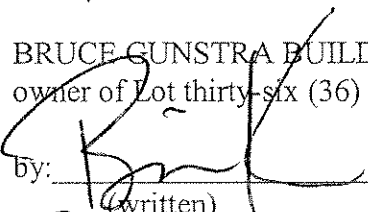
IN WITNESS WHEREOF, Tippecanoe Development, LLC an Indiana Limited Liability Company, has caused this First Supplemental Declaration to be executed as of the date first written above.

TIPPECANOE DEVELOPMENT, LLC,
an Indiana Limited Liability Company

by: 
Derrin P. Sorenson, Member

The undersigned lot owners of the Subdivision hereby consent to this First Supplemental Declaration of Covenants, Conditions and Restrictions of Arbor Chase this 27th day of July, 2004.

BRUCE GUNSTRA BUILDERS, INC.,
owner of Lot thirty-six (36)

by: 
(written)
BRIAN KEENE
(printed) (title)

ARBOR HOMES OF LAFAYETTE, LLC,
owner of Lot four (4)

by: Derrin P. Sorenson
(written)

Derrin P. Sorenson member
(printed) (title)

STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

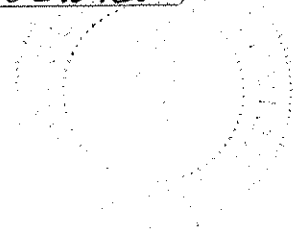
Before me, a Notary Public in and for said County and State, personally appeared
Tippecanoe Development, LLC, by Derrin P. Sorenson, Member, who, for and on behalf of said
Company, acknowledged the execution of the foregoing Declaration, and who, having been duly
sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of July, 2004.

Terry L King
(written)
TERRY L KING
(printed)

My Commission Expires:
11/7/2009

NOTARY PUBLIC
Resident of Tippecanoe IN.



STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Bruce Gunstra Builders, Inc., by Brian Keene, its member, who, for and on behalf of said Corporation, acknowledged the execution of the foregoing Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of July, 2004.

Terry L King
(written)
TERRY L King
(printed)

My Commission Expires:
11/7/2009

NOTARY PUBLIC
Resident of Tippicanoe, IN.

STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Arbor Homes of Lafayette, LLC, by Derrin P. Sorenson its member, who, for and on behalf of said Company, acknowledged the execution of the foregoing Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of July, 2004.

Terry L King
(written)
TERRY L King
(printed)

My Commission Expires:
11/7/2009

NOTARY PUBLIC
Resident of Tippicanoe, IN.

This instrument prepared by: Daniel A. Teder of the firm of Reiling Teder & Schrier, LLC, 415
Columbia Street, Suite 3000, P. O. Box 280, Lafayette, IN 47902-0280; Telephone: (765) 423-5333;
Facsimile: (765) 423-4564; E-mail: dat@rtslawfirm.com

EXHIBIT C
ARCHITECTURAL REQUIREMENTS
FRONT ELEVATIONS
ARBOR CHASE SUBDIVISION

- Front elevations of all Dwelling Units shall be 100% brick, stone, or cultured stone, excluding windows and doors, up to 8' in height or equivalent square footage coverage if design dictates. These requirements may also be met by utilizing a masonite or masonry/wood based siding product in lieu of vinyl on 100% of all elevations of the home or building.
- **Brick requirements may be waived if front elevation has a covered porch of at least 60 sq. ft.**
- Dimensional "shadow style" shingle.
- Windows grids on all "hung-style" (operable non-casement) windows on all elevations.
- Chimney chases must be enclosed and extend above the gutter line.
- Coach lights required on both sides of garage door.
- All roof pitches should be 6/12 minimum, exclusive of porches, bump-outs or dormers.
- Any side elevation windows shall be treated by shutters, decorative header or surround.
- All vinyl siding shall be a minimum (0.042) ASTM D3679 Class I. Wood, masonite, and cement based siding products are encouraged.
- Minimum two (2) car garage.
- All garage doors shall include window lites or must be heavily embossed with a decorative design/panels.
- All roof overhangs must extend 12" beyond wall structure on all elevations.
- **In addition, each Dwelling Unit shall use at least three (3) of the items below:**
- Dormers
- Reverse gable, or hip roof.
- Covered front porch (minimum 60 sq. ft.)
- Decorative door surround, trim molding or header.
- Decorative front door, sidelights or transom.
- Side garage bump-out (minimum 2 feet).
- Accent siding, decorative vents, or phypon accents in gable peak or face.
- Shutters on windows.
- Keystone or decorative brick, wood, or phypon surround on one or more windows or doors.
- Bay or "boxed-out" window.
- Decorative porch railing.
- Decorative columns.
- Decorative trim molding at gutter height.
- Increased use of brick over minimum, or additional use of brick on porch exemptions.
- Brick foundation of at least 18" above grade level on porch exemption.
- Additional wall mounted exterior lights, or post mounted decorative yard light.