

Key Number(s): 170-05917-0017 thru 0556;  
170-05916-0348 (parent)

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

This Third Supplemental Declaration of Covenants, Conditions and Restrictions of Arbor Chase ("Third Supplemental Declaration"), has been executed as of the 3<sup>rd</sup> day of MAY, 2006, 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. Declarant has previously entered into a First Supplemental Declaration of Covenants, Conditions and Restrictions of Arbor Chase dated July 27, 2004 and recorded July 29, 2004, as Document Number ~~004~~04021807 in the Office of the Recorder of Tippecanoe County, Indiana for the purpose of providing additional definitions and amending certain sections of the Declarations.
3. Declarant has previously entered into a Second Supplemental Declaration of Covenants, Conditions and Restrictions of Arbor Chase Dated October 8, 2004 and recorded October 13, 2004 as Document Number 04028630 in the Office of the Recorder of Tippecanoe County, Indiana for the purpose of amending certain sections of the Declarations.

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

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RECORDER OF TIPPECANOE CO.

4. The Declaration contemplates that the Declarant, as long as Declarant has any ownership interest in the Property, reserves the right to make 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.
5. This Third Supplemental Declaration is entered into by the Declarant affirming its ownership interest in the Property, for purpose of providing additional definitions by amending Section 2.13 Outlot and Section 6.31 Fencing and which is subject, in all respects, to this Declaration and all rights, obligations, and privileges herein.
6. 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 Third Supplemental Declaration a valid and binding agreement.

NOW, THEREFORE, THIS THIRD 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 Third Supplemental Declaration.

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

“Third Supplemental Declaration” means this Third 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.

***Article II. Amendment of Article II Definitions***

*Section 2.01 Amends Section 2.13 Outlot*

Article II Definitions, Section 2.13 Outlot, shall be amended by the deletion of this section in its entirety and replacing it with the following:

Section 2.13 – Outlot “Outlot” means Outlot #1 – landscape and utility easement, Outlot #2 – drainage and lake easement, Outlot #3 - lift station, Outlot #4 and #5 – drainage, utility and landscape easement, Outlot #6 and #7 – landscape and utility easement, Outlot #8 – drainage utility and landscape easements as shown on the Plat (as hereafter defined) together with all future Outlots of the Property. All Outlots are a part of the Common Area which are to be conveyed to the Association at the time of the Conveyance of the first Lot to an Owner.

***Article III. Amendment of Article VI Use, Restrictions and Architectural Control***

*Section 3.01 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 unless 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 and with the consent of the Westport Homeowners Association, Inc. as the representative of the adjoining property owners. 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 IV Miscellaneous*

##### *Section 4.01 Miscellaneous*

Except to the extent modified, amended, or supplemented by this Third 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 Third Supplemental Declaration to be executed as of the date first written above.

TIPPECANOE DEVELOPMENT, LLC,  
an Indiana Limited Liability Company

by: *Derrin P. Sorenson*  
Derrin P. Sorenson, Member

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 5<sup>th</sup> day of May, 2006

*Terry L. King*  
(written)

(printed)

My Commission Expires:

\_\_\_\_\_

NOTARY PUBLIC

Resident of \_\_\_\_\_, IN.

STATE OF INDIANA        )  
                                  ) SS:  
TIPPECANOE COUNTY    )



TERRY L. KING  
Resident of Tippecanoe County, IN  
My Commission Expires  
January 17, 2009

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](mailto:dat@rtslawfirm.com)