

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BROOKS CHASE**

THIS FIRST AMENDMENT, dated January 29, 2003, is made by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Developer").

200300010621
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
01-29-2003 02:28 pm.
AMEND DECL 14.00

Recitals:

A. Developer recorded a certain document entitled Declaration of Covenants, Conditions and Restrictions for Brooks Chase, dated June 6, 2002, and recorded on June 7, 2002, as Instrument No. 200200040997 (the "Declaration"), in the Office of the Recorder of Hamilton County.

B. Section 9.2 of the Declaration provides that the Developer may amend the Declaration.

C. The Developer desires to amend the Declaration in accordance with the terms hereof.

Terms:

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

1. Section 7.23 of the Declaration is amended and restated, as follows:

FENCING: *No fencing, if such is permitted by this Section, shall be installed on any Lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association.* In addition, no Owner installed fencing shall connect to or otherwise interfere with any fencing originally installed by the Developer. Except as installed by Developer or the Association, no improvements or permanent structures, including without limitation, fences, shall be erected or maintained in or upon said Landscape Easements.

- (a) ***Fencing within Private Lane Easements.*** No fencing is permitted within any part of the Private Lane Easement. No fencing is permitted on any Lot, which abuts a Private Lane, except as specifically permitted by this subsection (a). No fence may extend forward beyond a point, which is ten (10) feet behind the front corner of the residence. No fence may extend backwards beyond a point towards the rear of a residence determined by a measurement which is the greater of (i) four (4) feet from the rear corner of such residence or (ii) the rear corner of the adjacent residence, if any. Any fencing shall be at least three (3) feet from the side wall of an any adjacent residence; provided, however, if there is less than six (6) feet between residences, the Architectural Control Committee shall use its discretion to


determine what, if any, additional distance is required between the desired fence and the adjacent residence. No fence shall be higher than five (5) feet; provided that a decorative cap or top may be installed thereon so long as the aggregate height of the entire structure shall not exceed six (6) feet. The design of any fencing shall be subject to the prior approval of the Architectural Control Committee. Notwithstanding the foregoing, no fence may be constructed within twenty-five (25) feet of the shoreline of any lake or detention pond. Fencing on any corner Lot shall be at least five (5) feet from the sidewalk. All fencing shall be constructed of white vinyl, white picket, or black wrought iron materials.

- (b) ***Fencing on Other Lots.*** No fence shall be higher than six (6) feet unless such fence is proposed for the rear yard of a Lot which abuts or is adjacent to a Lake or detention pond, in which event such fence shall not be higher than four (4) feet; provided however, that in the discretion of the Committee, the portion of such fence closest to the rear side of the residence may be six (6) feet in height but may not, at the six (6) foot height, extend more than ten (10) feet from the rear corner(s) of the residence. In exercising its discretion, the Committee shall take into account the affect such proposed fence would have on the use and enjoyment of the lake or pond areas by other owners within the Subdivision. Notwithstanding the foregoing, no fence may be constructed within twenty-five (25) feet of the shoreline of any Lake or detention pond. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. Fencing on any corner Lot shall be at least five (5) feet from the sidewalk. All fencing shall be constructed of white vinyl, white picket, or black wrought iron materials. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Architectural Control Committee.
- (c) ***Dog Runs and Similar Enclosures.*** No enclosures, structures or "runs" which are designed primarily for the outside keeping of pets or other animals and which are made in whole or part from chain link fencing material, including but not limited to dog runs, kennels, or other similar enclosures, shall be permitted; provided, however, the Committee shall have the discretion to approve such an enclosure or structure if such is surrounded by a wooden privacy fence which minimizes the visibility of such structure by adjoining property owners .

2. Except as amended by Section 1, above, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed as of the date written above.

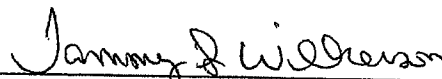
C.P. MORGAN COMMUNITIES, L.P.
By: C.P. MORGAN INVESTMENT CO., INC.,
its general partner

By: 
Mark W. Boyce, Vice President
"Developer"

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, the Vice President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., an Indiana limited partnership, who, having been duly sworn, executed the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Brooks Chase for and on behalf of said entity, and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 28th day of January, 2003.


(Tammy S. Wilkerson) Notary Public

My Commission Expires: 3/27/08 My County of Residence is: Marion

This Instrument prepared by:
Lewis E. Willis, Jr., Esq.
Stark Doninger & Smith
Suite 700
Indianapolis, Indiana 46204