

168-05301- 0048

Parent Tract

168-05301- 0213

**AMENDED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
AMBERLEIGH VILLAGE**

*Amending 01-007924*

**THIS DECLARATION**, made on the 18<sup>th</sup> day of May, 2001, by **SADDLEBROOK DEVELOPMENT L.L.C., a Limited Liability Company**, ("Declarant"),

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain real estate, located in Tippecanoe County, Indiana, which is more particularly described in Exhibit "A" (hereafter "Real Estate"), attached hereto and by this reference, made a part hereof, upon which Declarant intends to develop a residential planned development known as Amberleigh Village.

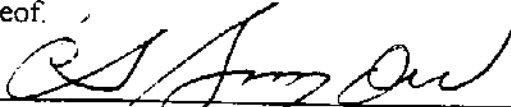
**WHEREAS**, Declarant desires to divide and develop the Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided;

**WHEREAS**, the term "Property" shall hereafter mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time been subjected to and at anytime subject to this Declaration.

**WHEREAS**, notwithstanding anything to the contrary contained herein, there shall be no amendment of the (Declaration, By-laws, Covenants) without the prior approval of the Tippecanoe County Area Plan Commission and the West Lafayette City Council (or other jurisdiction) through the planned development rezoning process, which includes the possibility of consideration as a minor modification by the Administrative Officer of the City of West Lafayette (or other jurisdiction).

**NOW, THEREFORE**, the Declarant hereby declares that all of the Lots (as defined in Article II below) in the Property, as they are held and shall be held, conveyed, hypothecate, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. The restrictions shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its respective successors entitled to the Property or any part or parts thereof.

APPROVED:

  
Scott Snyder, Administrative Officer  
*5/23/01*

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

MAY 23 2001

  
AUDITOR OF TIPPECANOE CO.

As of the date of execution hereof, the Property consists solely of the Real Estate. The Owner of any Lots subject to these restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot or (ii) the active occupancy of any Lot, shall accept such deed, execute such contract and/or actively occupy such Lot subject to each restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or actively occupying such Lot each Owner acknowledges the rights and powers of Declarant and of the Association with respect to these restrictions and also for itself, its heirs, personal representatives, successors, and assigns covenants and agrees and consents to and with Declarant, the Association, and the owners of each of the Lots hereby affected to keep, observe, and comply with the terms and conditions hereof.

## ARTICLE I

### *Name*

The planned development of the Property created by this Declaration shall be known and designated as Amberleigh Village, a planned development located in Tippecanoe County, Indiana.

## ARTICLE II

### *Definitions*

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.2 "Association" means the **AMBERLEIGH VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation, its successors and assigns.

Section 2.3 "Board of Directors" means the Board of Directors of the Association.

Section 2.4 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), (2) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", "Common Area", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. The Common Area to

be conveyed to the Association at the time of conveyance of the first Lot to an Owner is described in the Plat (as hereinafter defined).

Section 2.5 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

Section 2.6 "Declarant" means the *SADDLEBROOK DEVELOPMENT L.L.C.*, a *Limited Liability Company* and its successors and assigns.

Section 2.7 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Property. The Development Period shall recommence each time the Declarant acquires any part (or all) of the Additional Property.

Section 2.8 "Dwelling Unit" means any single-family residence situated upon a Lot (as hereafter defined).

Section 2.9 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.10 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.11 "Plat" means the planned development plats of the Property, which are recorded with the Recorder of Tippecanoe County, Indiana, as the same may be hereafter amended or supplemented pursuant to this Declaration.

### ARTICLE III

#### *Property Rights, Easements and Encroachments*

Section 3.1 Owners' Easements of Enjoyment of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and any Common Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass