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ONLY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

07/18/2014 06:25 AM
JULIE L. VOORHIES
MARION COUNTY IN RECORDER
FEE: \$ 20.50
PAGES: 3
By: GW

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SEP 30 2014

Cross Reference: Instrument Numbers A201300127556 and A201400006764

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GREENBROOKE (this "Amendment"), dated June 19, 2014, is made by RH of Indiana, L.P. ("RH").

Recitals:

A. The Declaration of Covenants, Conditions and Restrictions for Greenbrooke was recorded with the Recorder of Marion County, Indiana on October 17 2013 as Instrument No. A201300127556 (the "Declaration"). All capitalized terms that are not otherwise defined in this Amendment shall have the same meanings set forth in the Declaration.

B. The Declaration identified Saddlebrook Development, LLC ("Saddlebrook") as the Declarant.

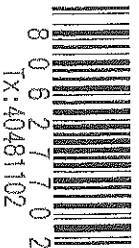
C. On January 7, 2014, Saddlebrook assigned to RH all of its rights, title and interest as Declarant set forth in the Declaration by way of that certain Assignment of Declarant's Rights Under Declaration of Covenants, Conditions, and Restrictions for Greenbrooke recorded with the Recorder of Marion County, Indiana on January 27, 2014 as Instrument No. 201400006764.

D. Pursuant to Section 11.4 of the Declaration, the Declarant has the unilateral right to amend the Declaration at any time so long as Declarant owns any part of the Property and it does so within six years of the recordation of the Declaration.

E. RH, in its capacity as Declarant and as owner of a large portion of the Property, elects to amend the Declaration to modify a certain provision of the Declaration.

Amendment:

NOW THEREFORE, in furtherance of the recitals set forth above, and in accordance with Section 11.4 of the Declaration, Declarant hereby adopts the following amendment to the



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Declaration:

A. Article VI, Section 6.27 of the Declaration is hereby deleted and replaced with the following:

Section 6.27 Fences. The Architectural Committee, prior to any installation, must approve any fencing and landscaping screening. It is the goal to keep all fencing or screening harmonious with the architectural character of the Subdivision. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Architectural Committee when reviewing fences for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model homes by Declarant or Builder. If approved by the Architectural Committee, fences may be privately installed but must be constructed to professional levels of quality, design, material, composition, and color as determined by the Architectural Committee. Non-professionally installed fences may be inspected by the Architectural Committee after completion in order to ensure that the fence is of a professional quality, and final approval of such fences shall be deemed withheld until completion of this final review. All fences shall be kept in good repair by the Owner. No fence shall be located any closer to the front line than the rear foundation line of the residence.

Fences are to be white PVC, wrought iron, cedar or treated pine; galvanized fencing and stockade fencing will not be permitted. Further, cedar or treated pine fences are to be dog-eared (flattop fences are not allowed) shadow box style with 1" x 6" vertical boards, and are to remain unpainted. Cedar or treated pine fences shall be a maximum of six feet (6') in height and white PVC fences and wrought iron fences shall be a maximum of four feet (4') in height. The Architectural Committee will approve landscape screening materials, design, and location on an individual basis. Natural stone and masonry walls shall only be constructed by the Declarant or the Builder of the Dwelling Unit at the time of construction of the Dwelling Unit and the Owners of Lots shall not be allowed to construct any natural stone or masonry walls at any time.

The exact location, material, color and height of the fence and rendering or photograph thereof shall be submitted to the Architectural Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been received by applicant in writing within thirty (30) days after submittal, then said request shall be considered DENIED.

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

Declarant:

RH OF INDIANA, L.P.

By: RH Builders of Indiana,
its general partner

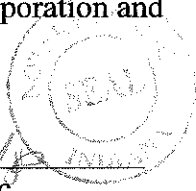
By: *Kenneth E. Wooldridge*
Name: KENNETH E. WOOLDRIDGE
Title: ASSISTANT VP

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared *Kenneth E. Wooldridge*, the *Assistant VP* of RH Builders of Indiana, Inc., the general partner of RH of Indiana, LP, an Indiana limited partnership, who, having been duly sworn, acknowledged the execution of the foregoing First Amendment to Declaration of Covenants, Conditions, and Restrictions for Greenbrooke for and on behalf of said corporation and limited partnership.

Witness my hand and Notarial Seal this 19 day of June, 2014.

Wanda Wooldridge
Wanda Wooldridge, Notary Public
My County of Residence: Hamilton



My Commission Expires: 9-6-14

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Wanda Wooldridge

This instrument was prepared by Wanda Wooldridge, RH of Indiana, LP, 9025 N. River Road, Suite 100, Indianapolis, IN 46240