

Cross Reference Document No. _____

AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS OF BROOKFIELD HEIGHTS, PHASE II, SECTION TWO AND PHASE III

THIS AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS OF BROOKFIELD HEIGHTS, PHASE II, SECTION TWO AND PHASE III (“Amendment”) dated _____, 2021.

RECITALS

WHEREAS, a Declaration of Covenants, Easements, Restrictions and Assessments of Brookfield Heights, Phase II, Section Two and Phase III dated June 4, 1992, was recorded in the Office of the Recorder of Tippecanoe County, Indiana on _____ as Document No. _____ (together with all amendments thereto, the “Covenants”).

WHEREAS, this Amendment has been approved and adopted by at least two-thirds (2/3) of the Lot Owners in accordance with Section 16.F.i. of the Covenants, for the purpose of amending the Covenants as herein set forth.

WHEREAS, all acts and things have been done and performed which are necessary to amend the Covenants that, when executed and recorded in the Records of Tippecanoe County, Indiana, are enforceable with their respective terms to make this Amendment a valid and binding agreement.

NOW, THEREFORE, this Amendment is created by amending the Covenants as follows:

1. The foregoing recitals are true, accurate, and complete statements of fact and are hereby incorporated into and made a part of this Amendment as set forth verbatim.
2. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Covenants.
3. The Development shall continue to be subject to the Covenants as amended by this Amendment and any subsequent amendments thereto.
4. Section 18.D. of the Covenants is deleted in its entirety and replaced with the following:

Basis of Annual Assessments. Prior to the meeting described in the following paragraph, the Board of Directors of the Association shall establish an annual budget which reflects the estimated revenues and expenses for the budget year and the estimated surplus or deficit as of the end of the current budget year. The Board of Directors shall provide each Owner with a copy of the proposed annual budget or written notice that a copy of the proposed annual budget is available upon request at no charge to the Owner. The Board of Directors shall also provide each Owner with written notice of the amount of any increase or decrease in a regular annual assessment paid by the Owners that would occur if the proposed annual budget is approved.

The budget must be approved at a meeting of the Owners by a majority of the Owners in attendance at a meeting called and conducted in accordance with the

requirements of the Association's governing documents. If the number of Owners in attendance at such meeting does not constitute a quorum as defined in the governing documents of the Association, the Board of Directors may adopt an annual budget for the Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved Association annual budget.

5. If any provision of this Amendment is determined to be unenforceable, the remainder of this Amendment will remain intact and enforceable.

6. Except to the extent specifically modified, amended, or supplemented by this Amendment, the Covenants shall remain in full force and effect.

7. In the event of any conflict between the terms of the Covenants and the terms of this Amendment, the terms of the Amendment shall control.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, in their capacity as officers of the Brookfield Heights Homeowner's Association, Inc., have caused this Amendment to be executed as of the day first written above.

Brookfield Heights Homeowner's Association, Inc.

By: _____
(written)

(printed)
Its: President

Attest: _____
(written)

(printed)
Title: Secretary

STATE OF INDIANA)
) SS:
_____ COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Brookfield Heights Homeowner's Association, Inc., by _____, its President, and by _____, its Secretary, who acknowledged the execution of the foregoing instrument on behalf of Brookfield Heights Homeowner's Association, Inc.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2021.

(written)

(printed)
NOTARY PUBLIC
Resident of _____ County

My Commission Expires: _____

This instrument prepared by: Kevin J. Riley of the firm of REILING TEDER & SCHRIER, LLC, 250 Main Street, Suite 601, P.O. Box 280, Lafayette, Indiana 47902. Telephone: (765) 423-5333. E-mail: kjr@rtslawfirm.com

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Kevin J. Riley

