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TIPPECANOE COUNTY RECORDER

11/05/2014 04:19:04PM

COVENANTS 42.00

Amended Restrictive Covenants for Oak Lane Place
(Superseding "Restrictive Covenants for Oak Lane Place", recorded June 11, 2014)

The undersigned, Nicholas R. O'Neil and Deborah L. O'Neil (the "O'Neils") being the current fee simple titled owners of certain properties known as Lot #1, Tracts A and C and the Hobby Farm and which are a part of Oak Lane Place, as illustrated on Exhibit 1 and as legally described on Exhibits 2A (see "Lot #1" and "Tract A" descriptions), 2B (see "Tract C" description) and 2C (see "Hobby Farm Tract" description), attached hereto and incorporated herein and also the undersigned, Christopher A. Mansfield, being the current fee simple titled owner of the remaining tract of Oak Lane Place, known as Tract B, which is also illustrated as the aforesated Exhibit 1 and legally described on said Exhibit 2B (see "Tract B" description), all hereby agree to amend the "Restrictive Covenants for Oak Lane Place" (the "Original Covenants") as were recorded on June 11, 2014 at 9:17 a.m., instrument #201414009554 14, as hereinafter set forth and stated in these "Amended Restrictive Covenants for Oak Lane Place" ("Amended Covenants"); and these Amended Covenants shall supersede the Original Covenants in their entirety, and these Amended Covenants shall now apply to Oak Lane Place and read as follows:

- 1) It is the intent of these covenants to require high quality homes and improvements to Oak Lane Place, (OLP), and to provide protection of property values for the owners. OLP will initially be made up of four separate properties. The properties are tracts A,B,C and lot#1. Each land owner will be a member of The Oak Lane Place neighborhood association for the reasons described in Exhibit A and which is part of these covenants. Potential future tracts D and E will have the same restrictive covenants as all other property owners of Oak Lane Place with these possible exceptions:
 - a) Tracts D and E may possibly be allowed to have up to two horses, and or 2 beef calves and or three 4-H pigs in addition to the other hobby farm animals that are allowed on tracts A,B and C. The owner of tract E may have additional strict requirements for appearance as part of this property may be able to be viewed from Morehouse Road.
 - b) The owner of tract E will be exempt from payment for repairs and maintenance to the common driveway into Oak Lane Place, (now called Oak Lane Drive), because tract E will have its own and separate ingress and egress road which comes off of Morehouse Road. Owners of tracts B and C shall have the option to gain ingress/egress to their properties from the Morehouse Road entrance and driveway that serve tract E, (and also serves as a separate farm entrance until tract E is sold). The ingress/egress to tracts B and C off of the farm/tract E driveway shall serve only as a back utility entrance to their properties and can only be a grass driveway. Unless agreed upon otherwise by the owners involved, the owner of tract B shall pay a total of \$50.00 per year for use and maintenance of this driveway and the owner of tract C shall pay a total of \$150.00

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

NOV 05 2014

Jennifer Weston

AUDITOR OF TIPPECANOE CO.

- annually for the same to the owner of the tract E/ farm driveway. No other ingress/egress access from Morehouse Road is allowed to any other Oak Lane Place property.
- c) Tracts D and E will have special covenants pertaining to pond maintenance, usage and liability issues if their land has part of the pond on it.
 - d) Tract D may have reduced size limits pertaining to the size of the barn that the owner may build.
- 2) If Tract D is sold, the entrance to that property will be off of Oak Lane Drive to the East of the East lot#1 boundary line. The owner of tract D will be required to participate in the payment of Oak Lane Drive maintenance, repairs and snow removal on a pro-rated basis as described in exhibit A of the covenants.
- 3) The original farm that Oak Lane Place originated from was approximately 77.7 acres. Current tracts A,B,C and lot#1 account for approximately 38.52 acres of the original farm not including the 40 foot wide ingress/egress/utility easement. Future plans as described above are to create tracts D and E and to complete the development of the entire farm. In the mean time the 39 acre farm will be subjected to the following covenants:
- a) The farm shall be considered a hobby farm with no more than what would be considered hobby amounts of tillable land and farm animals.
 - b) While entrance to the farm by farm equipment will mostly be from the east end of the farm or through the separate Morehouse Road farm entrance, (which will ultimately be the ingress/egress entrance for tract E), occasionally farm equipment may enter the farm by way of Oak Lane Drive and therefore the owner of the farm shall be responsible for 100% of the normal maintenance and normal repairs of Oak Lane Drive until tract D is sold, (this excludes snow removal which is prorated and broken down in Exhibit A).
 - c) After tract D is sold , tracts A,B,C,D and lot#1 will all participate in the normal maintenance, repairs and snow removal costs on a pro-rated basis for Oak Lane Drive. (See exhibit A)
 - d) Potential tracts D and /or E will both be 10 acres or larger. Farmland that does not become part of either tract D or E will be annexed onto Tract C. If tract C becomes 15 acres or larger due to annexing of farm land to it in the process of developing tracts D and/or E, then the covenants for tract C only may change in that tract C may be allowed to have 2 beef calves and one 4-H pig in addition to the hobby farm animals that are allowed for tracts A and B. Tract C may have covenants added to it pertaining to pond maintenance, usage and liability issues depending on the final development of the rest of the original farm.
 - e) As noted above, potential future tracts D and E will be subjected to the same covenants as the initial four OLP properties with the above exceptions noted. However in the process of developing tracts D and/or E special or additional covenants may be placed on tracts D and E as

necessary that do not apply to the initial four properties of Oak Lane Place.

4) Each property shall be used for a private single family residence. No tract shall be further subdivided or partially sold-off. However any property in Oak Lane Place may annex adjacent property thus increasing its acreage but these covenants will apply to the annexed acreage.

5) No garage, manufactured housing, tent, shack or outbuilding may be used as a permanent or temporary residence. No basement of an unfinished home may be used as a residence.

6) After an approved home is built and occupied, motor homes, camping trailers or tents may be in view of roadway or adjoining owners for no longer than 21 days per calendar year. During these 21 days motor homes, camping trailers or tents may be used as they were intended by guests or family. After 21 days motor homes, camping trailers or tents must be placed out of site of roadways and adjoining owners. No manufactured housing of any kind including house trailers, mobile homes, or doublewides are allowed on the property.

7) No unlawful activity or offensive trade shall be done on any tract. No activity shall be done on any tract which may become a nuisance or annoyance to the adjoining owners.

8) No tract may be used as a dumping ground for trash or rubbish. Trash, garbage and other waste shall be kept in sanitary containers and shall not be burned. There shall be no junk piles in view of roadways or adjoining owners.

9) The lawn surrounding each residence or other buildings shall be properly maintained to keep a neat and attractive appearance.

10) No business or business activity shall be conducted on the tract except for that activity which is customarily incidental to a normal residence, such as an office in the home. This also specifically includes prohibiting of boarding of animals.

11) All fuel tanks shall be hidden from view of roadways and adjoining owners by fences, landscaping or woods.

12) No disabled vehicle, junk vehicle or junk machinery shall be in view of roadways or adjoining owners for more than 3 days.

13) All fences that are in view of roadways or to other property owners shall be properly maintained and be attractive to the neighborhood.

14) No sign, billboard or advertising devices shall be placed on any tract except a single property for sale sign of not more than 10 square feet in size.

15) Any dwelling constructed on a tract shall have a finished living area above ground, exclusive of basement, porches, decks, patios, garages and other areas not regarded as living areas of not less than 2500 square feet for ranch or bi-level homes. Two story homes must have no less than 3000 square feet of living space with the same covenants as described in the previous sentence. All homes shall have no less than an attached three car garage.

16) The exterior of all homes shall be of brick, stone or some other pre-approved exterior siding. No vinyl siding or stucco will be allowed on homes or out buildings. The residence must have a minimum of 75% exterior brick or stone.

17) All exterior fireplace chimneys shall be of masonry construction.

18) Out buildings:

Barns: Ground level square footage of a barn shall not be over 6000 square feet.

Other Out buildings: Each property may have one swimming pool house, one green house for plants and one other out building. The dimensions of the green house or out building shall not exceed 12.5 feet by 16.5 feet. A separate detached garage that matches the residence in architecture and exterior siding is additionally allowed. One shelter house is allowed.

19) All swimming pools must be in ground unless completely out of view of the roadways or of other property owners by woods.

20) Exterior construction of a residence shall be completed within one year and two months from the date of issuance of the building permit. The owner of the tract shall be responsible for the removal of all trash and debris during construction and for repair to the common driveway caused by vehicles used by suppliers and contractors during construction of the residence or during construction of any other structure on their property.

21) All house plans and barn plans including the layout on the lot and the builders shall be pre-approved by the developer of OLP, Nicholas R. O'Neil or his designated representative. Construction of other structures other than the residence and barn including additions or renovations do not require pre-approval. Approval of residence or barn plans and lot layout shall be given in writing in one week or less after submitting the plans.

22) Pets:

No breeding of any pets for any commercial purpose is allowed on any property. Number of pets allowed:

Two dogs per tract.

Two cats per tract.

Other common household pets are allowed at no more than the recommended number.

Pets are to be kept on the owners property at all times unless on a leash or chain. Outside housing for pets including their fences is to be completely hidden from view of Morehouse Road and adjoining land owners by woods, landscaping or an attractive privacy fence. Outside housing for any pet cannot be on any properties front yard. If a resident has a dog that becomes a nuisance to other OLP landowners because of constant barking then the owner of the nuisance dog must be willing to meet with the complaining property owner or owners to remedy the problem within one week. Watch dogs are encouraged but nuisance constantly barking dogs are not.

23) Hobby Farm Animals:

Each of the tracts, A,B and C may have no more than one of the following animals at any given time: a beef calf, a pig, a sheep or a goat. Each tract may have no more than ten chickens in a coop, (no roosters). Each tract may have no more than two pens of rabbits. All other animals are forbidden to be kept on any of the tracts in Oak Lane Place. Lot#1 owner is forbidden to have any farm animals on lot#1 except up to 10 chickens in a coop, (no roosters), or 2 pens of rabbits.

All hobby farm and 4-H animals must be out of sight of Morehouse Road and adjoining landowners because they are always hidden from view by trees. The barns and pens of these tracts must be properly built to house these types of animals. Pre-approval of barns and small outside hidden pens and property layout are required for having these animals on the property. Approval must be in writing by Nicholas R. O'Neil or his designated representative. Approval will be given in writing within 30 days or less after submission of plans.

All equipment needed for having the above mentioned hobby farm or 4-H animals must be always stored out of sight of Morehouse Road and adjoining property owners. Any manure from these animals must be always out of sight of Morehouse Road and adjoining neighbors and can never be allowed to accumulate enough such that it is ever smelled by any other landowner. Composting of manure and/or used bedding may be required and added retroactively to the initial approval of these animals.

24) No existing trees within 150 feet of the center of Morehouse Road may be cleared, except for walking paths or off road vehicle paths, until the year 2024. Starting in the year 2024 trees may be cleared in these areas as needed for proper forestry management. Specifically pertaining to lot#1 only, no trees may be cleared that are within 120 feet of the common driveway into Oak Lane Place until the year 2024, except for walking paths or off road vehicles paths. In the year 2024, trees on lot#1 that are within 120 feet of the common OLP driveway may be cleared as needed for proper forestry management. An exception to these covenants for all OLP properties is for clearing of any trees as necessary for driveways, mailboxes, utilities, septic systems, structures for driveway entrances or for any drainage issues. The owners of tracts A & B may relocate or eliminate up to 50% of the original number of oak trees along Oak Lane Drive that are in the common utility

area along their property. The owners of tracts A & B shall also keep the oak trees along Oak Lane Drive that are along their properties trimmed adequately as to not hinder the flow of traffic. The owners of tracts A & B also may trim the oak trees along Oak Lane Drive that are along their properties to their personal satisfaction.

25) No owner of an OLP property shall block or hinder any surface water or subsurface water drainage or run-off nor shall such owner do anything to disrupt, obstruct or retard the natural flow of any surface water or subsurface water. No obstruction of drainage along the common roadway or any easement or along the utility easement is allowed. No farm ponds are allowed except for tract C and future tracts D and E.

26) Television antenna towers and dish receivers must not be in the front yard. Clothes lines must be in the back yard.

27) Sanitary sewage disposal, septic tanks and drainage systems shall comply with all state laws and county rules and regulations as to design, location and construction.

28) Mail boxes shall all be kept in a location approved by The US Postal Service. If The US Postal Service requires all of OLP mailboxes to be in a common area then each property owner shall pay an equal share of the expense to create such a place and to maintain it. All mailboxes shall be identical and will be the large rural type. Final say on any mail box decisions or creation of a mailbox common location, including for future tracts D&E, shall rest with the developer of Oak Lane Place, Nicholas R. O'Neil or his representative.

29) The common driveway used by all land owners of Oak Lane Place will be paved with blacktop by the developer of OLP at his expense. The paving will be done in two steps. The first step of the paving will be to lay the blacktop base. After all of the homes are built in OLP on tracts A,B,C and lot # 1 the final top coating of blacktop will be done at the expense of Nicholas R. O'Neil, the developer of Oak Lane Place. Normal maintenance and normal repairs of the paved driveway shall be shared by all OLP property owners on a pro-rated basis after the final top coat of blacktop is laid and after the sale of tract D,(See exhibit A).

30) Setbacks of any permitted structure from the common driveway or Morehouse Road will be determined on approval of house plans and lot layout. No structure shall be closer than 25 feet to other OLP land owner's property lines.

31) These covenants and restrictions shall run with each property and shall be binding upon parties, persons and corporations having an interest therein for a period of thirty years beginning on the date that they are recorded in the Tippecanoe County courthouse. After thirty years have passed, the current property owners of OLP must decide by majority vote to continue these restrictive covenants as written, to modify them or to partially or totally eliminate them. These covenants

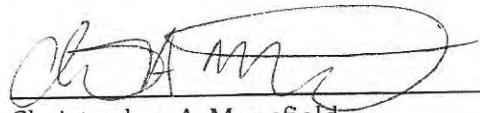
can be changed or modified during the first thirty years by unanimous vote of the current OLP property owners.

32) The owner or owners of any tract of land in OLP shall not violate these covenants. Owners of property in OLP who are in violation of these covenants are subject to all legal remedies by other property owners to enforce these covenants and restrictions. The landowner found in violation of these covenants shall be responsible for all reasonable attorney fees and other expenses that were incurred in the process of forcing the violating landowner to comply with these restrictive covenants.

33) Any covenant not enforced for any period of time shall not be considered to have been waived by the other land owners and can be enforced at any later time.

IN WITNESS WHEREOF, the undersigned have executed this "Amended Restrictive Covenants for Oak Lane Place" on this 26th day of September 2014. and the 24th day of October.


Nicholas R. O'Neil


Christopher A. Mansfield


Deborah L. O'Neil

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared Nicholas R. O'Neil and Deborah L. O'Neil and executed the foregoing Restrictive Covenants for Oak Lane Place.

Witness my hand and Notarial Seal this 26th day of September, 2014.

Theresa E. Loyd
Notary Public
Printed Name: Theresa E. Loyd
County of Residence: Tippecanoe

My Commission Expires:
October 19, 2017

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

Nicholas R. O'Neil

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared Christopher A. Mansfield and executed the foregoing Restrictive Covenants for Oak Lane Place.

Witness my hand and Notarial Seal this 24th day of October, 2014.

Theresa E. Loyd
Notary Public
Printed Name: Theresa E. Loyd
County of Residence: Tippecanoe

My Commission Expires:
October 19, 2017

This instrument prepared by Nicholas R. O'Neil, 2335 Bennett Road, Lafayette, Indiana 47905.

Exhibit A to Oak Lane Place Covenants

The neighborhood association of Oak Lane Place will be made up of all of the landowners. The neighborhood association will meet at least one time per year during the month of June. The main business of the association will be to discuss snow removal and maintenance of the common roadway. All decisions made by the association will be by majority vote, (except to change covenants which requires a unanimous vote during the first 30 years of the subdivision).

Nicholas R. O'Neil will serve as the chairman of the association until tracts A,B,C and lot #1 have been sold and property owners have moved into their homes. Each year after there are homeowners living on each of the four current OLP properties the association will elect a chairman and it will be the chairman's responsibility to carry out the associations business and to collect the money from the homeowners and to pay the bills for that year.

Trash Pick-up: Large commercial trash trucks are prohibited from driving on The Oak Lane Place common roadway on a regular basis, therefore each household will have the option to set their containers for trash pick-up next to Morehouse Road on the Oak Lane Place utility easement no more than 24 hours before trash pick-up. Trash containers must be removed within 24 hours after pick-up.

Common roadway maintenance and snow removal:

- 1) All landowners will share on a pro-rated basis the cost for normal maintenance and normal repairs and snow removal of the common roadway. The assessment to each property after the sale of tract D will be as follows:

Tract A---12%

Tract B---17%

Tract C---26%

Tract D---25%

Lot#1---21%

The assessment to each property for snow removal before the sale of tract D will be as follows:

Tract A---18%

Tract B---23%

Tract C---33%

Lot #1---26%

The above percentages may change based on actual personal driveway location. In the event that tract D is eliminated from potential development due to the sale of tract E and the annexation of the remaining farmland to Tract C then tracts A,B,C and lot #1 will share in Oak Lane Drive normal maintenance and repairs and snow removal at the same percentages as they do for snow removal before the sale of tract D.

- 2) Any special damage to Oak Lane Drive caused by any property owner will be the responsibility of the landowner to pay for the repairs. Any special maintenance

to Oak Lane drive as a result of special increased amounts of usage by a property owner will be the responsibility of the landowner responsible for the abnormal usage to pay for the accelerated maintenance of the driveway.

2) Money required for the common roadway normal maintenance, normal repairs and snow removal will be collected by the homeowners association chairman in advance from all members before any work is done to the roadway. Money needed for snow removal will be collected in advance before the corresponding winter for the amount needed to pay the awarded contractor.

3) Each landowner is responsible for the proper mowing and maintenance of the OLP utility easement that runs adjacent to their property. Trees along Oak Lane Drive shall not be allowed to hinder the flow of traffic along Oak Lane Drive. The owners of tracts A & B shall accommodate other OLP property owners by way of proper tree trimming to accomplish this.

4) Each property owner, except owners of future tracts D & E, shall pay an equal share for the creation of a sign that says. "Oak Lane Place" at the entrance of Oak Lane Drive. This fee shall not exceed \$750.00 per property owner. Design and exact location will be determined by unanimous vote by the OLP property owners of Lot#1 and tracts A,B and C.

5) Any OLP property owner who fails to pay their fees for common roadway maintenance, repairs and snow removal within 30 days after presented the accepted work contract will have a lien placed on their property for the owed amount plus all fees required to collect the owed amount to the neighborhood association.

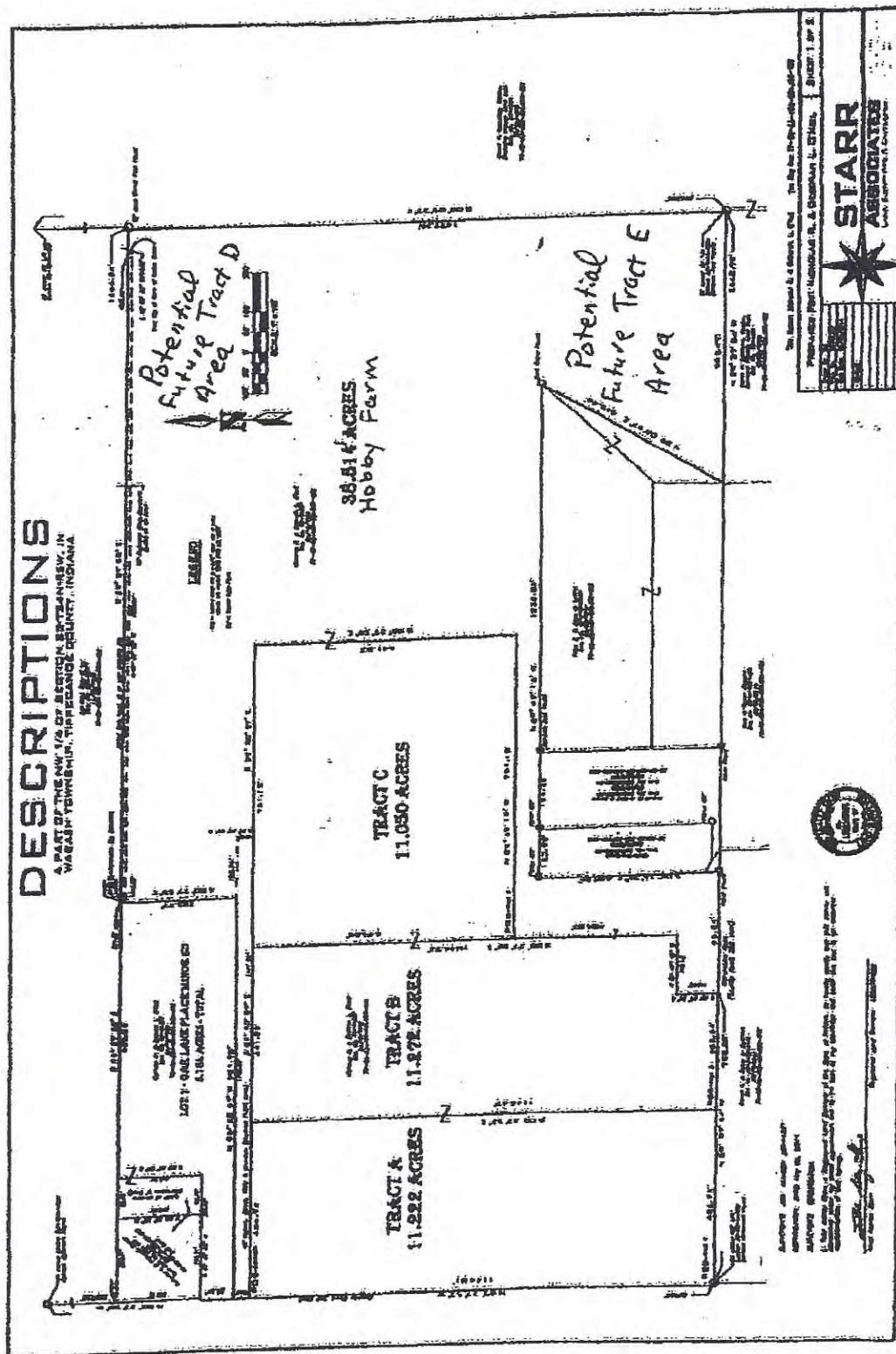


Exhibit 2 A

Description of Lot #1

Part of a parcel of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document No. 88-04397, recorded April 19, 1988, in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the ninety acres off of the entire south side of the Northwest Quarter of Section 23, Township 24 North, Range 5 West of the Second Principal Meridian in Wabash Township, Tippecanoe County, Indiana being more particularly described as follows:

Commencing at a Berntsen monument marking the Northwest corner of Section 23, thence along the west line of said section and the approximate centerline of County Road 300 W, South 00 degrees 27 minutes 59 seconds East (basis of bearing: WGS84) a distance of 1376.21 feet to a mag spike and the Point of Beginning; thence continuing along same line and bearing, a distance of 83.81 feet to a mag spike; thence South 89 degrees 50 minutes 57 seconds East, a distance of 991.78 feet to a 5/8" capped rebar with a yellow plastic cap marked "Starr Firm No. 0093" hence after referred to as a Starr capped rebar; thence North 0 degrees 27 minutes 59 seconds West, a distance of 288.77 feet to the north line of the south ninety acres off of the Northwest quarter of Section 23 and a Starr capped rebar, thence along said north line, North 89 degrees 37 minutes 58 seconds West, a distance of 686.35 feet to a Starr capped rebar; thence South 0 degrees 27 minutes 59 seconds East, a distance of 208.71 feet to a Starr capped rebar; thence North 89 degrees 37 minutes 58 seconds West, a distance of 305.47 feet to a mag spike on the west line of section and the Point of Beginning, containing 5.154 acres, more or less.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)

Description of Tract A (11.222 Acres)

A part of a tract of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document Number 88-04397 in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the Northwest Quarter of Section 23, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, described as follows: Beginning at a Berntsen Monument marking the Southwest corner of the Northwest Quarter of said Section 23; thence North 00° 27' 59" West (Bearings are based on WGS84) 1,144.81 feet along the West line of the Northwest Quarter of said Section 23 and along County Road 300 West; thence South 89° 50' 57" East 426.74 feet; thence South 00° 27' 59" East 1,146.43 feet to the South line of the Northwest Quarter of said Section 23; thence North 89° 37' 54" West 426.76 feet along the South line of the Northwest Quarter of said Section 23 and along Morehouse Road to the Point of Beginning and containing 11.222 Acres.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)

Exhibit 2 B

Description of Tract B (11.272 Acres)

A part of a tract of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document Number 88-04397 in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the Northwest Quarter of Section 23, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, described as follows: Commencing at a Berntsen Monument marking the Southwest corner of the Northwest Quarter of said Section 23; thence South 89° 37' 54" East (Bearings are based on WGS84) 426.76 feet along the South line of the Northwest Quarter of said Section 23 and along Morehouse Road to the Point of Beginning; thence North 00° 27' 59" West 1,146.43 feet; thence South 89° 50' 57" East 441.35 feet; thence South 00° 27' 59" East 1,044.73 feet; thence North 89° 46' 49" West 148.13 feet; thence South 00° 27' 59" East 102.99 feet to the South line of the Northwest Quarter of said Section 23; thence North 89° 37' 54" West 293.24 feet along the South line of the Northwest Quarter of said Section 23 and along Morehouse Road to the Point of Beginning and containing 11.272 Acres.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)

Description of Tract C (11.050 Acres)

A part of a tract of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document Number 88-04397 in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the Northwest Quarter of Section 23, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, described as follows: Commencing at a Berntsen Monument marking the Southwest corner of the Northwest Quarter of said Section 23; thence South 89° 37' 54" East (Bearings are based on WGS84) 720.00 feet along the South line of the Northwest Quarter of said Section 23 and along Morehouse Road; thence North 00° 27' 59" West 102.99 feet; thence South 89° 46' 49" East 148.13 feet; thence North 00° 27' 59" West 404.07 feet to the Point of Beginning; thence continuing North 00° 27' 59" West 640.66 feet; thence South 89° 50' 57" East 751.15 feet; thence South 00° 27' 59" East 641.03 feet; thence North 89° 49' 16" West 751.15 feet to the Point of Beginning and containing 11.050 Acres.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)

Exhibit 2 C

Description of the Hobby Farm Tract (38.515 Acres)

A part of a tract of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document Number 88-04397 in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the Northwest Quarter of Section 23, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, described as follows: Commencing at a Berntsen Monument marking the Northwest corner of the Northwest Quarter of said Section 23; thence South 00° 27' 59" East (Bearings are based on WGS84) 1,167.50 feet along the West line of the Northwest Quarter of said Section 23 and along County Road 300 West; thence South 89° 37' 58" East 991.82 feet to the Northeast corner of Lot 1 in Oak Lane Place Minor Subdivision and the Point of Beginning; thence continuing South 89° 37' 58" East 1,666.54 feet along the South line of a tract of land owned by Guy Paul Riley et al. as recorded in Document Number 88-15277 in the Office of the Recorder of Tippecanoe County, Indiana (ORTCI), to a 12" Wood Corner Post falling on the East line of the Northwest Quarter of said Section 23; thence South 00° 05' 37" East 1,477.26 feet along the East line of the Northwest Quarter of said Section 23 to a Concrete Post marking the Southeast corner of the Northwest Quarter of said Section 23; thence North 89° 37' 54" West 665.87 feet to a Rebar marking the Southeast corner of a tract of land owned by Peter S. & Dana M. Luttrell as recorded in Document Number 201010003500 (ORTCI); thence following the Luttrell property the following two (2) courses: thence (1) North 29° 09' 09" East 515.64 feet to a Bent Rebar; thence (2) North 89° 49' 16" West 1,226.06 feet along the North line of Lots 1 & 2 in G. Lucas Minor Subdivision as recorded in Document Number 200808000350 (ORTCI) to a Fisher Capped Rebar marking the Northwest corner of said Lot 1; thence South 01° 16' 31" East 448.06 feet along the West line of said Lot 1 to a Rebar on the South line of the Northwest Quarter of said Section 23; thence North 89° 37' 54" West 297.97 feet along the South line of the Northwest Quarter of said Section 23 and the approximate center line of Morehouse Road and its extension; thence North 00° 27' 59" West 102.99 feet; thence South 89° 46' 49" East 148.13 feet; thence North 00° 27' 59" West 404.07 feet; thence South 89° 49' 16" East 751.15 feet; thence North 00° 27' 59" West 641.03 feet; thence North 89° 50' 57" West 1,619.24 feet to the West line of the Northwest Quarter of said Section 23; thence North 00° 27' 59" West 40.00 feet along the West line of the Northwest Quarter of said Section 23 and along Morehouse Road to the Southwest corner of Lot 1 in Oak Lane Place Minor Subdivision; thence following Lot 1 in Oak Lane Place Minor Subdivision the following two (2) courses: thence (1) South 89° 50' 57" East 991.78 feet; thence (2) North 00° 27' 59" West 288.77 feet to the Point of Beginning and containing 38.515 Acres.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)

Exhibit 2 D

Description of Ingress/Egress/Utility and Drainage Easement (1.048 Acres)

A part of a tract of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document Number 88-04397 in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the Northwest Quarter of Section 23, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, described as follows: Commencing at a Berntsen Monument marking the Southwest corner of the Northwest Quarter of said Section 23; thence North 00° 27' 59" West (Bearings are based on WGS84) 1,144.81 feet along the West line of the Northwest Quarter of said Section 23 and along County Road 300 West to the Point of Beginning; thence continuing North 00° 27' 59" West 40.00 feet along the West line of the Northwest Quarter of said Section 23 and along County Road 300 West; thence South 89° 50' 57" East 1,142.02 feet; thence South 00° 00' 00" West 40.00 feet; thence North 89° 50' 57" West 1,141.69 feet to the Point of Beginning and containing 1.048 Acres.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)

Description of 10' Perimeter Drain Easement (0.368 of an Acre)

A part of a tract of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document Number 88-04397 in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the Northwest Quarter of Section 23, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, described as follows: Commencing at a Berntsen Monument marking the Northwest corner of the Northwest Quarter of said Section 23; thence South 00° 27' 59" East (Bearings are based on WGS84) 1,167.50 feet along the West line of the Northwest Quarter of said Section 23 and along County Road 300 West; thence South 89° 37' 58" East 991.82 feet to the Northeast corner of Lot 1 in Oak Lane Place Minor Subdivision and the Point of Beginning; thence continuing South 89° 37' 58" East 1,603.20 feet to the West Top of Bank of Indiana Creek; thence South 18° 09' 58" West along the West Top of Bank of Indiana Creek; thence North 89° 37' 58" West 1,599.84 feet to the East line of Lot 1 in Oak Lane Place Minor Subdivision; thence North 00° 27' 59" West 10.00 feet along the East line of Lot 1 in Oak Lane Place Minor Subdivision to the Point of Beginning and containing 0.368 of an Acre.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)



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201616024076

FILED FOR RECORD IN

TIPPECANOE COUNTY, IN

SHANNON WITHERS, RECORDER

12/29/2016 03:03:40PM

COVENANTS 30.00

First Amendment to the "Amended Restrictive Covenants for Oak Lane Place"

The undersigned, Nicholas R. O'Neil and Deborah L. O'Neil (the "O'Neils") being the current fee simple titled owners of certain properties known as Lot #1, Tracts A and C and the Hobby Farm, all of such properties are a part of Oak Lane Place, as illustrated on Exhibit 1 and as legally described on Exhibits 2A (see "Lot #1" and "Tract A" descriptions), 2B (see "Tract C" description) and 2C (see "Hobby Farm Tract" description), attached hereto and incorporated herein, and also the undersigned, Christopher A. Mansfield, being the current fee simple titled owner of the remaining property in Oak Lane Place, known as Tract B, which Tract B is also illustrated on the aforesated Exhibit 1 and legally described on said Exhibit 2B (see "Tract B" description), and all of the undersigned hereby agree to amend section 18 of the "Amended Restrictive Covenants for Oak Lane Place" recorded in the Tippecanoe County Recorder's Office on November 5, 2014 at 4:19 p.m., instrument #201414019176 15 (hereafter "the 11/5/2014 Covenants") in order to increase the maximum square footage for barns from 6,000 square feet to 6,500 square feet; and, therefore, the undersigned now agree that section 18 of the 11/5/2014 Covenants shall now be read as follows:

18) Out buildings:

Barns: Ground level square footage of a barn shall not be over 6,500 square feet.

Other Out buildings: Each property may have one swimming pool house, one green house for plants and one other out building. The dimensions of the green house or out building shall not exceed 12.5 feet by 16.5 feet. A separate detached garage that matches the residence in architecture and exterior siding is additionally allowed. One shelter house is allowed.

The 11/14/2014 Covenants shall continue to be in full force and effect except the new modified section 18 as set forth above in this First Amendment, which shall replace the old section 18 in instrument #201414019176 15 that was recorded November 5, 2014.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

DEC 29 2016

Robert A. Mantz *PR*
AUDITOR OF TIPPECANOE CO.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to the "Amended Restrictive Covenants for Oak Lane Place" on the dates noted below.

Nicholas R. O'Neil

Nicholas R. O'Neil

12-29-2016

Date

Deborah L. O'Neil

Deborah L. O'Neil

12-29-16

Date

Christopher A. Mansfield

Christopher A. Mansfield

12/27/16

Date

STATE OF INDIANA

)

) SS:

COUNTY OF

)

Before me, a Notary Public in and for said County and State, personally appeared Nicholas R. O'Neil and Deborah L. O'Neil and executed the foregoing Restrictive Covenants for Oak Lane Place.

Witness my hand and Notarial Seal this 29th day of December, 2016.

James W. Greaves

Notary Public

Printed Name: JAMES W. GREAVES

County of Residence: TIPPECANOE

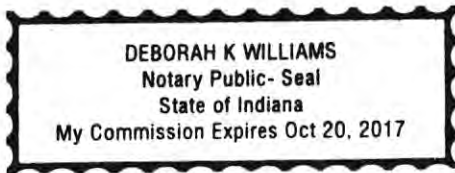
My Commission Expires:

July 13, 2024

STATE OF INDIANA)
) SS:
COUNTY OF Tippelcanoe)

Before me, a Notary Public in and for said County and State, personally appeared Christopher A. Mansfield and executed the foregoing Restrictive Covenants for Oak Lane Place.

Witness my hand and Notarial Seal this 27th day of December, 2016.



Deborah K. Williams

Notary Public

Printed Name: Deborah K. Williams

County of Residence: Tippelcanoe

My Commission Expires:

10/20/2017

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. James W. Greives

This instrument prepared by JAMES W. GREIVES, Attorney at Law, 410 Main St., P.O. Box 408, Lafayette, IN 47902.

Exhibit 1

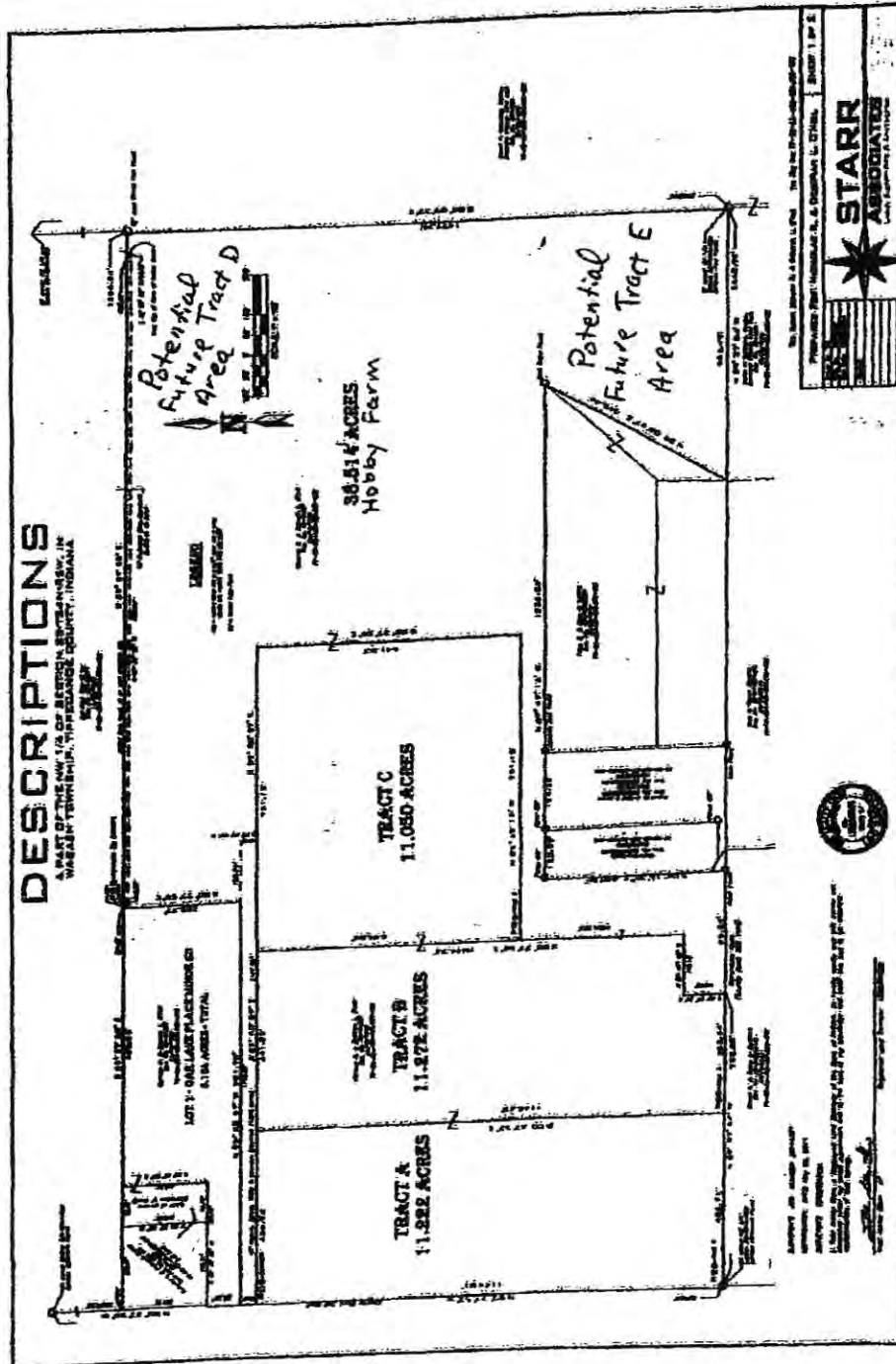


Exhibit 2 A

Description of Lot #1

Part of a parcel of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document No. 88-04397, recorded April 19, 1988, in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the ninety acres off of the entire south side of the Northwest Quarter of Section 23, Township 24 North, Range 5 West of the Second Principal Meridian in Wabash Township, Tippecanoe County, Indiana being more particularly described as follows:

Commencing at a Berntsen monument marking the Northwest corner of Section 23, thence along the west line of said section and the approximate centerline of County Road 300 W, South 00 degrees 27 minutes 59 seconds East (basis of bearing: WGS84) a distance of 1376.21 feet to a mag spike and the Point of Beginning; thence continuing along same line and bearing, a distance of 83.81 feet to a mag spike; thence South 89 degrees 50 minutes 57 seconds East, a distance of 991.78 feet to a 5/8" capped rebar with a yellow plastic cap marked "Starr Firm No. 0093" hence after referred to as a Starr capped rebar; thence North 0 degrees 27 minutes 59 seconds West, a distance of 288.77 feet to the north line of the south ninety acres off of the Northwest quarter of Section 23 and a Starr capped rebar, thence along said north line, North 89 degrees 37 minutes 58 seconds West, a distance of 686.35 feet to a Starr capped rebar; thence South 0 degrees 27 minutes 59 seconds East, a distance of 208.71 feet to a Starr capped rebar; thence North 89 degrees 37 minutes 58 seconds West, a distance of 305.47 feet to a mag spike on the west line of section and the Point of Beginning, containing 5.154 acres, more or less.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)

Description of Tract A (11.222 Acres)

A part of a tract of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document Number 88-04397 in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the Northwest Quarter of Section 23, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, described as follows: Beginning at a Berntsen Monument marking the Southwest corner of the Northwest Quarter of said Section 23; thence North 00° 27' 59" West (Bearings are based on WGS84) 1,144.81 feet along the West line of the Northwest Quarter of said Section 23 and along County Road 300 West; thence South 89° 50' 57" East 426.74 feet; thence South 00° 27' 59" East 1,146.43 feet to the South line of the Northwest

Quarter of said Section 23; thence North $89^{\circ} 37' 54''$ West 426.76 feet along the South line of the Northwest Quarter of said Section 23 and along Morehouse Road to the Point of Beginning and containing 11.222 Acres.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)

Exhibit 2B

Description of Tract B (11.272 Acres)

A part of a tract of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document Number 88-04397 in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the Northwest Quarter of Section 23, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, described as follows: Commencing at a Berntsen Monument marking the Southwest corner of the Northwest Quarter of said Section 23; thence South 89° 37' 54" East (Bearings are based on WGS84) 426.76 feet along the South line of the Northwest Quarter of said Section 23 and along Morehouse Road to the Point of Beginning; thence North 00° 27' 59" West 1,146.43 feet; thence South 89° 50' 57" East 441.35 feet; thence South 00° 27' 59" East 1,044.73 feet; thence North 89° 46' 49" West 148.13 feet; thence South 00° 27' 59" East 102.99 feet to the South line of the Northwest Quarter of said Section 23; thence North 89° 37' 54" West 293.24 feet along the South line of the Northwest Quarter of said Section 23 and along Morehouse Road to the Point of Beginning and containing 11.272 Acres.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)

Description of Tract C (11.050 Acres)

A part of a tract of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document Number 88-04397 in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the Northwest Quarter of Section 23, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, described as follows: Commencing at a Berntsen Monument marking the Southwest corner of the Northwest Quarter of said Section 23; thence South 89° 37' 54" East (Bearings are based on WGS84) 720.00 feet along the South line of the Northwest Quarter of said Section 23 and along Morehouse Road; thence North 00° 27' 59" West 102.99 feet; thence South 89° 46' 49" East 148.13 feet; thence North 00° 27' 59" West 404.07 feet to the Point of Beginning; thence continuing North 00° 27' 59" West 640.66 feet; thence South 89° 50' 57" East 751.15 feet; thence South 00° 27' 59" East 641.03 feet; thence North 89° 49' 16" West 751.15 feet to the Point of Beginning and containing 11.050 Acres.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)

Exhibit 2C

Description of the Hobby Farm Tract (38.515 Acres)

A part of a tract of land owned by Nicholas R. and Deborah L. O'Neil as recorded in Document Number 88-04397 in the Office of the Recorder of the Tippecanoe County, Indiana and being a part of the Northwest Quarter of Section 23, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, described as follows: Commencing at a Berntsen Monument marking the Northwest corner of the Northwest Quarter of said Section 23; thence South $00^{\circ} 27' 59''$ East (Bearings are based on WGS84) 1,167.50 feet along the West line of the Northwest Quarter of said Section 23 and along County Road 300 West; thence South $89^{\circ} 37' 58''$ East 991.82 feet to the Northeast corner of Lot 1 in Oak Lane Place Minor Subdivision and the Point of Beginning; thence continuing South $89^{\circ} 37' 58''$ East 1,666.54 feet along the South line of a tract of land owned by Guy Paul Riley et al. as recorded in Document Number 88-15277 in the Office of the Recorder of Tippecanoe County, Indiana (ORTCI), to a 12" Wood Corner Post falling on the East line of the Northwest Quarter of said Section 23; thence South $00^{\circ} 05' 37''$ East 1,477.26 feet along the East line of the Northwest Quarter of said Section 23 to a Concrete Post marking the Southeast corner of the Northwest Quarter of said Section 23; thence North $89^{\circ} 37' 54''$ West 665.87 feet to a Rebar marking the Southeast corner of a tract of land owned by Peter S. & Dana M. Luttrell as recorded in Document Number 201010003500 (ORTCI); thence following the Luttrell property the following two (2) courses: thence (1) North $29^{\circ} 09' 09''$ East 515.64 feet to a Bent Rebar; thence (2) North $89^{\circ} 49' 16''$ West 1,226.06 feet along the North line of Lots 1 & 2 in G. Lucas Minor Subdivision as recorded in Document Number 200808000350 (ORTCI) to a Fisher Capped Rebar marking the Northwest corner of said Lot 1; thence South $01^{\circ} 16' 31''$ East 448.06 feet along the West line of said Lot 1 to a Rebar on the South line of the Northwest Quarter of said Section 23; thence North $89^{\circ} 37' 54''$ West 297.97 feet along the South line of the Northwest Quarter of said Section 23 and the approximate center line of Morehouse Road and its extension; thence North $00^{\circ} 27' 59''$ West 102.99 feet; thence South $89^{\circ} 46' 49''$ East 148.13 feet; thence North $00^{\circ} 27' 59''$ West 404.07 feet; thence South $89^{\circ} 49' 16''$ East 751.15 feet; thence North $00^{\circ} 27' 59''$ West 641.03 feet; thence North $89^{\circ} 50' 57''$ West 1,619.24 feet to the West line of the Northwest Quarter of said Section 23; thence North $00^{\circ} 27' 59''$ West 40.00 feet along the West line of the Northwest Quarter of said Section 23 and along Morehouse Road to the Southwest corner of Lot 1 in Oak Lane Place Minor Subdivision; thence following Lot 1 in Oak Lane Place Minor Subdivision the following two (2) courses: thence (1) South $89^{\circ} 50' 57''$ East 991.78 feet; thence (2)

North 00° 27' 59" West 288.77 feet to the Point of Beginning and containing 38.515 Acres.

(A part of parent tract containing approximately 77.225 acres, Tippecanoe County tax parcel #79-02-23-100-004.000-022)