

Apr 10 2019

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AUDITOR OF TIPPECANOE CO.

ERECORD  
201919005095  
FILED FOR RECORD IN  
TIPPECANOE COUNTY, IN  
SHANNON WITHERS, RECORDER  
04/10/2019 02:35:06PM  
COVENANTS \$25.00

Key # 79-10-13-226-024.000-020

**FIRST AMENDMENT TO**  
**RESTRICTIVE COVENANTS**  
**FOR**  
**CHESAPEAKE LANDING SUBDIVISION**

THIS FIRST AMENDMENT TO THE RESTRICTIVE COVENANTS FOR CHESAPEAKE LANDING SUBDIVISION ("First Amendment"), made on the 9<sup>th</sup> day of April, 2019.

**RECITALS**

WHEREAS, AB Squared, LLC previously entered into Restrictive Covenants for Chesapeake Landing Subdivision dated February 13, 2018, and recorded in the Office of the Recorder of Tippecanoe County, Indiana on February 13, 2018 as Document No. 201818003106 ("Covenants"), restricting the Real Estate as may be made subject to the Covenants.

WHEREAS, this First Amendment has been approved and adopted by AB Squared, LLC in accordance with Section 29 of the Covenants and all subparts thereof, 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 First Amendment a valid and binding agreement.

NOW, THEREFORE, this First 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 First 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 Chesapeake Landing Subdivision shall continue to be subject to the Covenants as amended by this Amendment and any subsequent amendments thereto.

4. Section 11.a. is hereby deleted in its entirety and replaced with the following:

Each Dwelling shall have an attached garage. Such garage shall not be less than a two (2) car garage. Livable floor area shall not include garages, open porches and open breezeways. Livable floor area may also include up to thirty percent (30%) of the square footage in a finished basement to be determined at the sole discretion of the Building Committee during the Development Period and thereafter by the Association.

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

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

IN WITNESS WHEREOF, AB Squared, LLC, by its Member, has caused this First Amendment to be executed as of the day first written above.

AB SQUARED, LLC

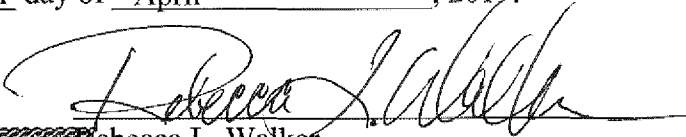
By: 

Tim Balensiefer, Member  
(Printed)


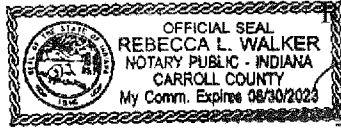
STATE OF INDIANA        )  
  ) SS:  
TIPPECANOE COUNTY    )

Before me, a Notary Public in and for said County and State, personally appeared AB Squared, LLC (“Company”) by Tim Balensiefer, its **Member**, who acknowledged the execution of the foregoing document on behalf of the Company.

WITNESS my hand and Notarial Seal this 9th day of April, 2019.



Rebecca L. Walker

  
Rebecca L. Walker    NOTARY PUBLIC

My Commission expires:  
August 30th, 2023

Resident of Carroll County

This instrument prepared by: Daniel A. Teder of the firm of REILING TEDER & SCHRIER, LLC, 250 Main St., Suite 601, P.O. Box 280, Lafayette, Indiana 47902-0208. Telephone: (765) 423-5333. E-Mail Address: [dat@rtslawfirm.com](mailto:dat@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. Daniel A. Teder