

Cross Reference Document No. 201818003106
Cross Reference Document No. 201919005095
Cross Reference Document No. 202121014188

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

THIS THIRD AMENDMENT TO RESTRICTIVE COVENANTS FOR CHESAPEAKE
LANDING SUBDIVISION ("Third Amendment") dated September 18th 2021.

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 (together with the First Amendment for Chesapeake Landing Subdivision dated April 9, 2019, and recorded in the Office of the Recorder of Tippecanoe County, Indiana on April 10, 2019, as Document No. 201919005095, and the Second Amendment for Chesapeake Landing Subdivision dated June 8, 2021, and recorded in the Office of the Recorder of Tippecanoe County, Indiana on June 18, 2021, as Document No. 202121014188, the "Covenants").

WHEREAS, this Third 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 Third Amendment a valid and binding agreement.

NOW, THEREFORE, this Third 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 Third 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 Raineybrook Bay, Part Two, Phase Two shall continue to be subject to the Covenants as amended by this Second Amendment and any subsequent amendments thereto.
4. Section 11.a. of the Covenants 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.

- i. Each one-story Dwelling on Lots 300-311, 317-320, 325-358, and 359 - 372 shall have a minimum of 2,000 square feet of livable floor area. Each two-story Dwelling for the above lots shall have a minimum of 2,250 square feet of livable floor area.
- ii. Each one-story Dwelling on Lots 314-316, 321-324, and 373 - 381 shall have a minimum of 2,400 square feet of livable floor area. Each two-story Dwelling for the above lots shall have a minimum of 2,600 square feet of livable floor area.

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

6. Except to the extent specifically modified, amended, or supplemented by this Third 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 Third Amendment, the terms of this Third Amendment shall control.

[The remainder of this page intentionally left blank]

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

AB Squared, LLC

By: [Signature]
(written)
JAMES A. ANDREW JR
(printed)

Its: MEMBER
(title)

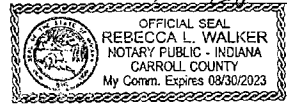
By: [Signature]
(written)
Timothy R Balesiefer
(printed)

Its: Member
(title)

STATE OF INDIANA)
) SS:
Tippecanoe COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared AB Squared, LLC by James Andrew, its Member, and by Timothy Balesiefer its Member, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 25th day of September, 2021.



[Signature]
(written)
Rebecca L. Walker
(printed)

My Commission Expires: 8/30/2023

NOTARY PUBLIC
Resident of Carroll County

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