

FIRST AMENDMENT TO THE DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS OF THE COVES OF JACOB'S CREEK, SECTION I, A SUBDIVISION IN ST. JOE TOWNSHIP, ALLEN COUNTY, INDIANA

Steeplechase Development Corp, an Indiana corporation, by Joseph L. Zehr, its President, as Developer of the Coves of Jacob's Creek, Section I, a Subdivision in St. Joe Township, Allen County, Indiana, does hereby amend the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of said Subdivision, as recorded in the Office of the Recorder of Allen County, Indiana on the 27th day of September 2000 as Document #200059521, as follows:

Pursuant to Sections 12.18.3 and 12.18.4 of the above referenced Covenants, the following is added as Section 12.18.5:

"12.18.5 Party Walls. The Owner shall possess, in fee simple, that portion of the Party Wall, as defined herein, lying within his or her Lot. Each Owner having a Party Wall is hereby granted a mutual reciprocal easement for repair or replacement of said Party Wall. No Owner shall commit or omit any act, the result of which is infringement of the adjoining Owner's rights in the Party Wall absent written agreement between such Owners.

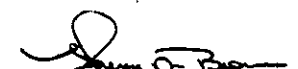
In the event that any portion of any structure as originally constructed, including any Party Wall, shall protrude over an adjoining Lot, such structure shall not be deemed to be an encroachment upon the adjoining Lot nor shall any action be maintained for the removal of or for damage because of such protrusion. The foregoing shall also apply to any replacements of any party Wall if the same are constructed substantially in conformity with the original Party Wall constructed by Declarant.

If a Party Wall is in need of repair or is destroyed or damaged by any casualty, the Owners of Lots abutting such party Wall jointly shall repair, restore or reconstruct it substantially to its original form, and they shall contribute in proportion to such Owner's use of such Party Wall to the cost of repair, restoration or reconstruction thereof without the prejudice, however, to the right of any such Owner to call for a larger contribution from any other Owner under any rules of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision of this Section, an owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to any contribution from any such owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title; provided however, the right of such Owner to any contribution shall in any event be subordinate to the First Mortgagees of any Lots.

AUDITOR'S OFFICE  
Duly entered for taxation. Subject  
to final acceptance for transfer.

MAR 22 2001

  
AUDITOR OF ALLEN COUNTY

RECORDED  
03/22/2001 09:10:04  
RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN

01 486  
AUDITORS NUMBER

Doc. No.	Receipt No.	201017324
COPY	8098	3.00
DCFD		3.00
MISL		10.00
MISL		1.00
MISL		2.00
Total		19.00

74124  
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Destruction or damage to the Party Wall shall not cause the termination of any rights of any of the adjoining Owners thereto, and such Owners will retain those rights herein set forth concerning any reconstruction or replacement of a Party Wall."

IN WITNESS WHEREOF, Steeplechase Development Corp. by its duly authorized President, Joseph L. Zehr and Crossmann Communities Partnership by its duly authorized Office Manager, Debra Pursifull, has signed this document on the 16<sup>th</sup> day of March, 2001.

CROSSMANN COMMUNITIES PARTNERSHIP

Debra Pursifull  
Debra Pursifull, Office Manager

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF ALLEN       )

Before me, a Notary Public in and for said County and State, this 16<sup>th</sup> day of March, 2001, personally appeared Debra Pursifull, known to me to be the duly authorized Office Manager of Crossmann Communities Partnership, and acknowledged the execution of the above and foregoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses set forth in this document.

WITNESS my hand and notarial seal.

My Commission Expires:  
July 6<sup>th</sup>, 2001

Joan Willman  
Notary Public

Printed Name Joan Willman

Residing in Allen County



IN WITNESS WHEREOF, Steeplechase Development Corp. by its duly authorized President, Joseph L. Zehr, has signed this document on this 16<sup>th</sup> day of March, 2001.

STEEPLECHASE DEVELOPMENT CORP.

Developer

By: 

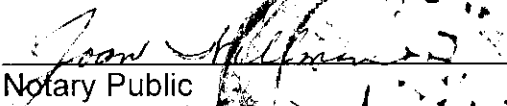
Joseph L. Zehr, President

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF ALLEN       )

Before me, a Notary Public in and for said County and State, this 16<sup>th</sup> day of March, 2001, personally appeared Joseph L. Zehr, known to me to be the duly authorized President of Steeplechase Development Corp. and acknowledged the execution of the above and foregoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses set forth in this document.

WITNESS my hand and notarial seal.

My Commission Expires:  
July 6<sup>th</sup>, 2001

  
Notary Public

Printed Name Joan Willman

Residing in Allen County

Prepared by Thomas J. Blee, Attorney at Law.

Made to: VEC, 10308 LaCubreak Lane, Fort Wayne, IN 46845