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Deborah S. Ottinger  
Boone County Recorder IN  
Recorded as Presented  


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**Cross-Reference:**

Brookhaven-Fieldstone, Declaration of Covenants, Instrument #200600013476  
Brookhaven-Fieldstone, 1<sup>st</sup> Amendment to Declaration, Instrument #200700007358

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**SECOND AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF THE  
BROOKHAVEN-FIELDSTONE MASTER HOMEOWNERS ASSOCIATION, INC.**

The undersigned, The Brookhaven-Fieldstone Master Homeowners Association, Inc., an Indiana non-profit corporation (the "Association"), makes this Second Amendment to the Declaration of Covenants, Conditions and Restrictions of the Brookhaven-Fieldstone Master Homeowners Association, Inc. ("Second Amendment") effective as of the 24<sup>th</sup> day of June, 2021.

**W I T N E S S E T H:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of the Brookhaven-Fieldstone Master Homeowners Association, Inc. was recorded on December 15, 2006, as Instrument Number 200600013476 in the Office of the Recorder of Boone County (the "Declaration"); and

**WHEREAS**, the First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Brookhaven-Fieldstone Master Homeowners Association, Inc. was recorded on July 13, 2007, as Instrument Number 200700007358 in the Office of the Recorder of Boone County; and

**WHEREAS**, Section 13.1.4. of Article XIII of the Declaration provides the Declaration may be amended by a vote of not less than seventy-five percent (75%) of the votes of Class A members and not less than seventy-five percent (75%) of the votes of Class B members; and

**WHEREAS**, no Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association or requested notice of proposed amendments to the Declaration; and

**WHEREAS**, the Board of Directors of the Association has reviewed and affirmed that the following amendment to the Declaration has been approved by the affirmative written vote of at least seventy-five percent (75%) of the votes of Class A members and at least seventy-five percent (75%) of the votes of Class B members; and

**NOW THEREFORE**, in consideration of the foregoing, the Declaration shall be, and hereby is, amended as follows:

1. The recitals set forth above are hereby incorporated as a substantive part of this Amendment.
2. Section 9.1 of Article IX of the Declaration is replaced in its entirety and shall read, as follows:

"Section 9.1. Creation of Assessments. There are hereby created assessments for Corporation expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 9.7. There shall be three (3) types of assessments: (a) Regular Assessments to fund Common Expenses for the benefit of all Members of the Corporation; (b) Special Assessments as described in Section 9.5 below; and (3) Capital Contribution Assessments as a contribution to the reserve fund as described in Section 9.8 below. Declarants, for each Lot now or hereafter owned by them, hereby covenant, and each Owner of a Lot by acceptance of a deed or recorded contract of sale therefore, whether or not it shall be so expressed in such deed contract of sale, is deemed to covenant and agree to pay these assessments."

3. A new Section 9.8 is added to Article IX of the Declaration, as follows:

"Section 9.8. Capital Contribution. At the closing of every transfer of title, the purchaser of a Lot and/or Residence shall pay to the Corporation, in addition to any other amounts then owed or due to the Corporation, as a contribution to its reserve fund, an amount of Four Hundred Fifty dollars (\$450.00) against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Corporation with respect to such Lot. Such capital contribution shall be considered as a Regular Assessment for all other purposes."

IN WITNESS WHEREOF, we the undersigned officers of The Brookhaven-Fieldstone Master Homeowners Association, Inc., do hereby execute this Second Amendment to the Declaration of Covenants, Conditions and Restrictions of the Brookhaven-Fieldstone Master Homeowners Association, Inc. and certify that at least seventy-five percent (75%) of the Class A Members and at least seventy-five percent (75%) of the Class B Members voted to approve this Second Amendment to Declaration of Covenants, Conditions and Restrictions of the Brookhaven-Fieldstone Master Homeowners Association, Inc., and certify the truth of the facts stated this 24<sup>th</sup> day of June, 2021.

BROOKHAVEN-FIELDSTONE MASTER  
HOMEOWNERS ASSOCIATION, INC.

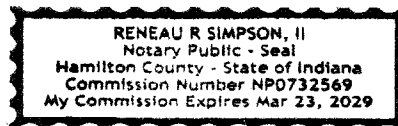
By: Kathryn Messner  
(Signature of President)  
Kathryn Messner  
(Printed Name of President)

ATTEST:

Chandra Kohler  
(Signature of Secretary)

Chandra Kohler  
(Printed Name of Secretary)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )



Before me a Notary Public in and for said County and State personally appeared Kathryn Messner (President) and Chandra Kohler (Secretary), President and Secretary respectively of The Brookhaven-Fieldstone Master Homeowners Association, Inc. who acknowledged execution of the foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions of the Brookhaven-Fieldstone Master Homeowners Association, Inc. and who, having been duly sworn, stated the representations contained herein are true.

Witness my hand and Notarial Seal this 24 day of June, 2021.

Mar 23, 2021  
Commission Expiration Date  
Hamilton  
County of Residence

Renau R. Simpson II  
Notary Public  
Renau R. Simpson II  
Printed Name

*I, hereby 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.* Robert D. Roache, II

This document prepared by:

Robert D. Roache, II  
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