

Jan 19 2022

 RI

AUDITOR OF TIPPECANOE CO.

ERECORD  
20222001071  
FILED FOR RECORD IN  
TIPPECANOE COUNTY, IN  
SHANNON WITHERS, RECORDER  
01/19/2022 11:25:28AM  
COVENANTS \$25.00

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF BARRINGTON LAKES**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BARRINGTON LAKES (“Second Amendment”), made on the 18 day of January, 2022.

**RECITALS**

WHEREAS, Tippecanoe Development II, LLC previously entered into a Declaration of Covenants, Conditions and Restrictions of Barrington Lakes dated January 15, 2021, and recorded in the Office of the Recorder of Tippecanoe County, Indiana on January 15, 2021 as Document No. 202121001138 (“Covenants”), restricting the Real Estate as may be made subject to the Covenants.

WHEREAS, the Covenants were amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions of Barrington Lakes dated July 13, 2021, and recorded in the Office of the Recorder of Tippecanoe County, Indiana on August 11, 2021 as Document No. 202121018719 (“First Amendment”).

WHEREAS, this Second Amendment has been approved and adopted by Tippecanoe Development II, LLC in accordance with Section 10.3 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 Second Amendment a valid and binding agreement.

NOW, THEREFORE, this Second 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 Second 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 Barrington Lakes Subdivision shall continue to be subject to the Covenants as amended by this Amendment and any subsequent amendments thereto.

4. Section 6.6 is hereby deleted in its entirety and replaced with the following:

*Section 6.6 Storage Sheds.* All accessory buildings shall be placed on a permanent foundation, shall be constructed of new materials, shall be architecturally compatible with the single-family Dwelling Unit, shall be constructed with the same or equivalent materials as the single-family Dwelling Unit and shall be subject to the approval of the Declarant or the Association. Accessory buildings shall not exceed ten (10) feet in width, ten (10) feet in height, and twelve (12) feet in length. Only one accessory building shall be permitted per Lot. No accessory building shall be permitted on any lot which borders any Lake Area or on lots #58-86. No accessory building shall be permitted on lots #60-88.

5. Section 6.34 is hereby deleted in its entirety and replaced with the following:

*Section 6.34 Fencing.* Six foot privacy fences of the “shadow box” variety made from treated wood will be allowed on all lots except pond lots and lots backing up to Barrington Woods, in which case, only four foot vinyl or aluminum fences using Series C material in the color of black as shown on Exhibit B, attached hereto and by this reference made a part hereof, shall be permitted in the Subdivision. Lots # 60-88 shall be restricted to only allow four foot black or bronze aluminum fences. No other fencing material or styles shall be permitted. All fencing shall be approved by the Declarant until the end of the Development Period unless sooner authorized by the Declarant and thereafter by the Board of Directors of the Association or the Architectural Committee if so appointed. Fencing shall also meet all requirements of the City of Lafayette, Indiana.

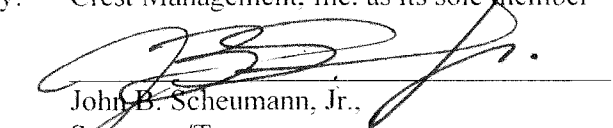
6. Except to the extent specifically modified, amended, or supplemented by this Second Amendment, the Covenants shall remain in full force and effect.

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

IN WITNESS WHEREOF, Tippecanoe Development II, LLC, by its Member, has caused this Second Amendment to be executed as of the day first written above.

TIPPECANOE DEVELOPMENT II, LLC

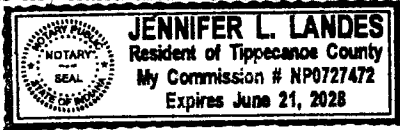
By: Crest Management, Inc. as its sole member


  
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John B. Scheumann, Jr.,  
Secretary/Treasurer

STATE OF INDIANA        )  
                                  ) SS:  
TIPPECANOE COUNTY    )

Before me, a Notary Public in and for said County and State, personally appeared Crest Management, Inc. by John B. Scheumann, Jr., Secretary/Treasurer who acknowledged the execution of the foregoing document on behalf of the Company.

WITNESS my hand and Notarial Seal this 18 day of January, 2022.



  
\_\_\_\_\_  
(written)  
Jennifer L. Landes  
\_\_\_\_\_  
(printed)       NOTARY PUBLIC  
Resident of Tippecanoe County

My Commission expires:  
June 21, 2028

This instrument prepared by: Ryan C. Munden 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: [rcm@rtslawfirm.com](mailto:rcm@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. Ryan C. Munden