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FILED FOR RECORD IN  
TIPPECANOE COUNTY, IN  
KRISTY MARTIN, RECORDER  
01/02/2025 01:04 PM  
RECORDING FEE 25.00

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

Cross Reference

Document No. 202121001138  
Document No. 202121018719  
Document No. 202222001071

JAN 02 2025 *DM*  
*Jennifer Weston*  
AUDITOR OF TIPPECANOE CO.

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

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BARRINGTON LAKES (“Third Amendment”), made on the 19 day of November, 2024.

**RECITALS**

WHEREAS, Kimbarlin Development Company, LLC., successor to Tippecanoe Development II, LLC (“Developer”) 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, Developer previously approved and adopted a 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, Developer previously approved and adopted a Second Amendment to Declaration of Covenants, Conditions and Restrictions of Barrington Lakes, dated January 18, 2022 and recorded in the Office of the Recorder of Tippecanoe County, Indiana on January 19, 2022 as Document No. 202222001071 (“Second Amendment”);

WHEREAS, this Third Amendment has been approved and adopted by Developer 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 Third Amendment a valid and binding agreement.

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Declaration.

NOW, THEREFORE, this Third Amendment is created by amending the Covenants as follows:

1. Article VI, Section 6.15. of the Covenants is deleted in its entirety and replaced with the following:

No structure of a temporary character, tent, shack, basement, garage, barn, trailer, boat trailer, truck, commercial vehicle, recreational vehicle, camper shell, camper or camping trailer or other out-building shall be erected, placed, or altered upon any Lot for use as a residence either temporarily or permanently or at any time be used for such purpose. Notwithstanding the foregoing, no secondary suite, mother-in-law suite, or any accessory dwelling unit (“ADU”) shall be permitted to be placed or constructed on any Lot, nor shall any outbuilding be fitted with kitchen and bathroom facilities, or be permitted to be used as a residence.

2. Article VI, Section 6.3. of the Declaration is deleted in its entirety and replaced with the following:

Lots may not be leased by its Owner without express prior approval by the Board of Directors, within their sole and absolute discretion. However, such approval shall not be permitted unless said Lot has been owned by the same owner and owner-occupied for at least two (2) years immediately prior. Owner applications, in order to be considered, shall include a copy of the drafted lease which shall be for a term no longer than twelve (12) months. Notwithstanding the foregoing, rentals approved by the Board of Directors shall not exceed fifteen percent (15%) of all Lots. Further, the following uses as defined by the Unified Zoning Ordinance of Tippecanoe County, Indiana are expressly prohibited: (i) Transient Guest House’ (ii) Transient Guest Rental; and (iii) Transient Guest Room. However, this restrictions within this subsection shall not apply to the Developer, and any buildings used by Developer as a model-home shall be exempt from this restriction.

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

4. Except to the extent specifically modified, amended, or supplemented by this Third Amendment, the Declaration shall remain in full force and effect.

5. In the event of any conflict between the terms of the Declaration 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, Kimbarlin Development Company, LLC, by its Member, has caused this Third Amendment to be executed as of the day first written above.

Kimbarlin Development Company, LLC

By:

(written)

John B Scheumann Jr

(printed)

Its:

member

STATE OF INDIANA )

) SS:

TIPPECANOE COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared Kimbarlin Development Company, LLC by John B Scheumann Jr who acknowledged the execution of the foregoing document on behalf of the Company.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of November, 2024.

Terry L King

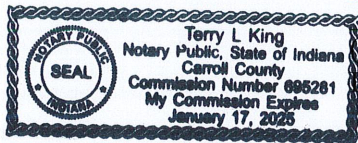
(written)

TERRY L KING

(printed)

NOTARY PUBLIC

My Commission expires: 1/17/2025



Resident of Carroll County

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