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DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

JAN 02 2025
Jennifer Weston
AUDITOR OF TIPPECANOE CO.

202525000031
FILED FOR RECORD IN
TIPPECANOE COUNTY, IN
KRISTY MARTIN, RECORDER
01/02/2025 01:04 PM
RECORDING FEE 25.00

Cross Reference

Document No. 201818019764
Document No. 201919013808
Document No. 202020016162

SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BARRINGTON WOODS

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BARRINGTON WOODS (“Second Amendment”) dated effective November 19, 2024.

RECITALS

WHEREAS, Kimbarlin Development Company, LLC, successor to Tippecanoe Development II, LLC (“Declarant”) filed the Declaration of Covenants, Conditions and Restrictions of Barrington Woods dated on or about the 19th day of October, 2018, and recorded as document number 201818019764 in the Office of the Recorder of Tippecanoe County, which said document was amended by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Barrington Woods, dated August 13, 2019, and recorded as Document No. 201919013808 if the Office of the Recorder of Tippecanoe County, Indiana on August 14, 2019 (“Declaration”);

WHEREAS, the Declaration was amended on August 13, 2020, and recorded as document number 202020016162 in the office of the Recorder of Tippecanoe County, Indiana on August 17, 2020 (“First Amendment”);

WHEREAS, it is intended to amend and revise certain provisions of the Declaration as set forth herein.

WHEREAS, this Second Amendment has been approved in accordance with Section 10.3 of the Declaration.

WHEREAS, all acts and things have been done and performed which are necessary to amend the Declaration 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.

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

NOW, THEREFORE, the following amendments are made to the Declaration:

1. Article VI, Section 6.8. of the Declaration 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 Second Amendment is determined to be unenforceable, the remainder of this Second Amendment will remain intact and enforceable.

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

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Kimbarlin Development Company, LLC, by its Member, has caused this Declaration to be executed as of the Effective Date.

KIMBARLIN DEVELOPMENT COMPANY, LLC

By:

John B Scheumann Member

STATE OF INDIANA)
Tippecanoe COUNTY) SS:

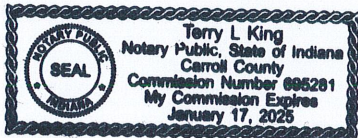
Before me, a Notary Public in and for said County and State, personally Kimbarlin Development Company, LLC ("Company"), by John B Scheumann Jr member who acknowledged the execution of the foregoing instrument on behalf of the Company.

WITNESS my hand and Notarial Seal, this 19th day of November, 2024. .

Terry L King
(written)
Terry L King
(printed)

My Commission Expires: 1/17/2025

NOTARY PUBLIC
Resident of Carroll County



This instrument prepared by: Ryan C. Munden 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: 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