

2021000960 DECL \$25.00
01/06/2021 12:44:12PM 4 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

PSI



**SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OSBORNE TRAILS**

HAMILTON COUNTY, INDIANA

**Cross Reference Instrument Number: 2019051343, 2020013091 and
2020071606**

**SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OSBORNE TRAILS**

The undersigned, Lennar Homes of Indiana, Inc., a Delaware corporation (hereinafter referred to as "Declarant"), is the developer of a certain residential development in Hamilton County, Indiana, known as Osborne Trails (the "Development").

WHEREAS, Declarant imposed certain restrictions, covenants, and conditions upon the Development pursuant to the terms and conditions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Osborne Trails dated February 21, 2020 which was recorded on March 11, 2020 as Instrument Number 2020013091 in the Office of the Recorder of Hamilton County, Indiana, which was later amended and supplemented by that certain First Amendment and Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Osborne Trails dated October 7, 2020 and which was recorded on October 8, 2020 as Instrument Number 2020071606 in the Office of the Recorder of Hamilton County, Indiana (collectively, the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration to delete and replace Section 5.9 thereof.

NOW, THEREFORE, Declarant hereby declares, and covenants as follows:

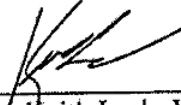
A. Section 5.9 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 5.9. One Time Assessment. Upon the closing of the initial conveyance of each Lot by Declarant to an Owner other than Declarant, the purchaser of such Lot shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its working capital and start-up fund, one thousand dollars (\$1,000.00), which payment shall be non-refundable and shall not be considered as an advance payment of any assessment or other charge owed to the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of or reimbursement to Declarant for advances made to pay expenses of the Association for its early period of operation of the Development, to enable the Association to have cash available to meet unforeseen expenditures, and/or to acquire additional equipment or services deemed necessary by the Board.

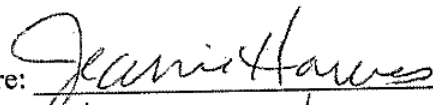
IN WITNESS WHEREOF, Lennar Homes of Indiana, Inc. has caused this instrument to be executed by its duly authorized representative this 8th day of December 2020.

DECLARANT:

Lennar Homes of Indiana, Inc., a Delaware corporation

By: 
Keith Lash, Vice President

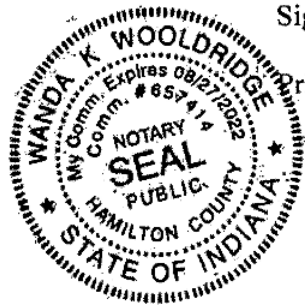
EXECUTED AND DELIVERED in my presence:

Signature: 
Print: Jeanie Hawes

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Keith Lash, Vice President of Lennar Homes of Indiana, Inc., a Delaware corporation, who acknowledged the execution of the foregoing Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Osborne Trails on behalf thereof, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of December, 2020.



Signature Wanda Wooldridge
Printed Wanda Wooldridge
Notary Public
President of Hamilton Co, Ind.
Commission Expires 8-27-22

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jeanie Hawes, being known to me as the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Keith Lash, Vice President of Lennar Homes of Indiana, Inc., a Delaware corporation, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the foregoing instrument.

WITNESS my hand and Notarial Seal this 8 day of December, 2020.

My Commission Expires:

8-27-22

Wanda Wooldridge
Notary Public



My County of Residence:

Hamilton

Wanda Wooldridge
Printed

This instrument was prepared by: Wanda Wooldridge, Lennar Homes of Indiana, Inc., 11555 N. Meridian Street, Suite 400, Carmel, IN 46032; (317) 846-3148.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Wanda Wooldridge*