

FILED

Oct 09 2024 EP

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

Cross Reference 96023283 and 2004084013

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR THE GREENS OF SCHERWOOD TOWNHOME
DEVELOPMENT**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE GREENS OF SCHERWOOD TOWNHOME DEVELOPMENT ("Amendment") is made this 23 day of Sept, 2024 by The Greens of Scherwood Townhome Owners Association, Inc., an Indiana not-for-profit corporation, witnesses as follows:

WHEREAS the Declaration of Covenants, Conditions, Easements and Restrictions for the Greens of Scherwood Townhome Development was recorded in the Office of the Recorder of Lake County, Indiana on April 11, 1996 as **Instrument No. 96023283** ("Declaration") and amended by the First Amendment to the Declarations of Covenants Conditions, Easements and Restrictions for the Greens of Scherwood Townhome Development dated October 14, 2001 and recorded as **Instrument No. 2004-084013**; and,

WHEREAS Section 13.2 of the Declaration permits the amendment of the Declaration by the affirmation of not less than two-thirds (2/3) of the Owners; and,

WHEREAS the Board of Directors of The Greens of Scherwood Townhome Owners Association, Inc., ("Association"), has reviewed and affirmed that the following Amendment has been approved by the vote of not less than two-thirds (2/3) of all Owners in accordance with Section 13.2 of the Declaration;

The following are the proposed amendments:

Now therefore, pursuant to the foregoing, Section 2.2 (v) is deleted and replaced with the following

(v) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided 2/3 of all Owners present or represented by proxy at a meeting called for such purpose approve; provided, however, the lien and encumbrance of any such mortgage given by the Association will be subject and subordinate to any and all rights, interest, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or any Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Development; and

Section 2.2 (a)(vi)(C) is deleted and replaced with the following:

Such dedication and transfer may be made by the Association, provided that no such dedication and transfer will be effective unless such act is evidenced by the instrument agreeing to such dedication or transfer approved by 2/3 of the Eligible Votes.

Section 2.6(a) shall be deleted and replaced with the following:

Notwithstanding any provision within this Declaration or Bylaws which states “Tenant”, the Lease or rental of a Lot or Townhome Unit is prohibited. Except as may otherwise be provided in this Declaration, each Lot will be used for residential purposes only as a single-family residence and no trade or business may be conducted on any Lot. No trade, business or commercial activity may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct home business activities within the Unit so long as:

1. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit;
2. No equipment, signs or other items related to the business are stored, parked or otherwise kept outside the Unit or in public view;
3. The business activity conforms to all municipal zoning requirements and home occupation ordinances;
4. The business activity does not involve persons coming into the neighborhood who do not live in the neighborhood, such as employees or customers, or door-to-door solicitation of residents; and
5. The business activity is consistent with the residential character of the neighborhood and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined at the sole discretion of the Board.

The terms “business”, “commercial”, and “trade” as used in this provision are given their ordinary, generally accepted meanings, and include, without limitation, any occupations, work or activity performed that involves providing goods or services to someone other than the Owner or the Unit’s residents for compensation, regardless of whether:

- a. The activity is engaged in full time or part-time;
- b. The activity is intended to or does generate a profit; or
- c. A license is required for the occupation or activity.

Section 2.7 shall be deleted and replaced with the following:

Section 2.7 Use of Exteriors. No fences, hedges, walls or any other structure will be erected or maintained in the front or back yard of any Lot, except in accordance with the initial construction of the improvements located thereon by the Declarant and/or approved by the Declarant or the Board or their designated representatives. No antennas may be erected upon any portion of the Lot without approval of the Board or their designated representative. No antennas may be erected or maintained on the Common Area, except the Association may erect one or more

master antennas servicing one or more of the Lots. Except for the right of ingress and egress, the Owners and tenants of Lots may use property outside their respective Lots only in accordance with reasonable regulations as may be adopted by the Board or as is expressly provided herein.

Section 2.9 shall be deleted and replaced with the following:

Section 2.9 Signs. Except as hereinafter provided for Declarant, no advertising signs, billboards, unsightly objects, or nuisances will be erected, placed, or permitted to remain on the property subject to the Declaration. Political yard signs (not large than nine square feet in size) may be placed in yards 30 days prior to a primary, general or special election but must be removed on the day following said election. For Sale Signs are permitted to be posted on the lawn while the Townhome Unit is being advertised for sale. The For Sale sign shall not exceed more than six (6) square feet in total area.

Section 2.11 shall be deleted and replaced with the following:

Section 2.11. Exterior Lighting. Declarant adopted and designed a standard exterior light fixture for all Lots and Townhome Units in the Development. Each Owner of a Townhome Unit will cause such standard exterior light fixture which is affixed to the Townhome Unit to be operated and maintained, at such Owner's expense. Any exterior light fixture, other than light fixtures which the Owner has sought and obtained permission for the Board to install, which is not affixed to the Townhome Unit shall be maintained by the Association but not replaced. The Association and/or the Board may adopt rules with respect to the use and operation of such exterior lights. No lighting fixtures will be installed that may become an annoyance or a nuisance to Owners or occupant of adjacent properties. All modifications of exterior lighting must be approved in writing by the Board or its designees. No exterior lighting fixture, other than those fixtures approved by the Board or its designees, will be installed on the exterior of any Lot.

Section 2.12 shall be deleted and replaced with the following:

Section 2.12. Storage and Parking Vehicles. There will be no outside storage or parking upon any Lot, street, or the Common Area of any commercial vehicles, truck, van, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, travel-trailer, recreational vehicle, snowmobile, motorcycle, boat or other watercraft, boat trailer, or any other such transportation device of any kind (excluding only non-commercial passenger vehicles), except within the parking spaces in the Owner's garage (with the door closed) and for visitors and providers of services temporarily parking in driveway or street and in accordance with rules and regulations designated and promulgated by the Board. No unlicensed automobiles will be parked longer than forty-eight (48) hours within any seven (7) day period on any of the Streets or any Lot, in the Development. No Owners will repair or restore any vehicle of any kind upon any Lot, street, or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. For purposes of the preceding, commercial vehicle will also include all automobiles which bear signs or have printed on the side of same a reference to any commercial undertaking or enterprise.

Section 2.21 shall be deleted and replaced with the following:

Section 2.21. Antennas and Solar Panels. All Owners must seek approval from the Board before the installation of any antennas or satellite dishes. Solar Panels are not permitted to be installed on any Townhome Unit or Lot.

Section 2.24 (b) shall be deleted in its entirety.

(b) Intentionally Deleted.

Section 2.24(d) shall be deleted and replaced with the following:

(d) Cut down and remove dead trees in Common Areas. The Association shall not be responsible for removing or replacing dead trees on any Lot.

The paragraph under Section 2.24(e) is hereby deleted and replaced with the following:

Subject to the obligations of the Association provided herein, each Owner will at all times prevent such Owner's Lot or improvements from becoming unsightly, and each Owner will assist the Association in keeping the exterior of all improvements in such a state of good repair and maintenance so as to provide for an aesthetic appearance and as required to avoid the Lot and all improvements from becoming unsightly. The opinion of the Association will be binding with respect to said subjective judgements. In addition, no Owner will allow plants or seeds, or other things of conditions, harboring or breeding infectious plant diseases or noxious insects to be maintained upon any part of a Lot.

Section 2.30 shall be deleted in its entirety and replaced with the following:

Section 2.30. Swimming Pool, Hot Tub, Swim Spas. No swimming pools, hot tubs, or swim spas shall be installed on any Lot.

Section 10.3 shall be deleted and replaced with the following:

Section 10.3. Computation of Assessment (a) shall be deleted in its entirety and replaced with the following:

- (a) Budget. It will be the duty of the Board, at least thirty (30) days prior to the meeting at which the budget is to be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. In accepting bids and/or estimating Common Expenses prior to preparing the budget, the Board will separate the Common Expenses to the extent necessary to allocate said expenses among Lot Owners as set forth below. If and to the extent applicable, the budget will include a capital contribution.

The undersigned officers of The Greens of Scherwood Townhome Owners Association, Inc. hereby certify that the affirmative votes of not less than two-thirds (2/3) of all Owners in the Greens of Sherwood Townhomes subdivision have been obtained in support of this amendment and they further certify that all other conditions precedent to the amendment of the Declaration have been fulfilled and satisfied.

Executed this 23 day of September, 2024

The Greens of Scherwood Townhome
Owners Association, Inc.

By: [Signature]
Yvonne Hoff, President

Attest:

By: Michele Piskol
Michele Piskol, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Yvonne Hoff, the President and Michele Piskol, the Secretary of The Greens of Scherwood Townhome Owners Association, Inc. who acknowledged the execution of the foregoing Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for The Greens of Scherwood Townhomes.

WITNESS my hand and notarial seal this 23 day of September, 2024.
My Commission expires:
04 / 30 / 2031

Notary Number: JANET R. SUROVIAK
County of Residence: Lake County - State of Indiana
Commission Number 0667335
My Commission Expires April 30, 2031

Printed: Janet R. Surovia Notary Public

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. Laura B. Conway

This Instrument Prepared By and Return To: Laura B. Conway, Esq., THRASHER BUSCHMANN & VOELKEL, P.C.,
8440 WOODFIELD CROSSING BLVD., STE 310, Indianapolis, IN 46204.
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