
Cross-Reference:

Willow Lakes East, Section One (Plat), Instrument # 92011475 (Plat Book C, Page 538 A & B)

Willow Lakes East, Section II (Plat), Instrument # 93026755 (Plat Book C, Page 605 A & B)

Willow Lakes East, Section III (Plat), Instrument # 94019551 (Plat Book C, Page 646 A & B)

Willow Lakes East, Section IV (Plat), Instrument # 96020970 (Plat Book C, page 792 A, B & C)

Willow Lakes East Declaration, Instrument No. 92011649, Book 64, Page 730

Willow Lakes East, First Supplement, Instrument No. 93026756, Book 66, Page 509

Willow Lakes East, Second Supplement, Instrument No. 94019564, Book 67, Page 641

Willow Lakes East, Third Supplement, Instrument No. 96020969

Willow Lakes East, First Amendment, File No. 2012-015947

SECOND AMENDMENT

to the

AMENDMENT AND SUPPLEMENT

to

DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS

for

WILLOW LAKES EAST

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corvffS NO Willow Lakes East Owners' Association, Inc. ("Association") by its Board of Directors
on this ay of January, 2024, and states as follows:

WITNESSETH THAT:

WHEREAS. on June 17, 1992, Thomas Homes, Inc., Nonnan R. lthomas, President ("Declarant"), recorded a Declaration of Covenants, Conditions and Restrictions for Willow Lakes East, which document was recorded as Instrument No. 92011649, in Book 64, Page 730, in the Office of the Recorder of Johnson County. Indiana (the "Declaration"); and

WHEREAS. on November 22, 1993, Declarant recorded a First Amendment and Supplement to Declaration of Covenants, Conditions and Res&ictions for Willow Lakes East, in the Office of the Recorder of Johnson County, Indiana as Instrument No. 93026756, in Book 66, Page 509; and

WHEREAS, on August 29, 1994, Declarant recorded a Second Amendment and Supplement to Declaration of Covenants, Conditions and Resfrictions for Willow Lakes East, in the Office of the Recorder of Johnson County, Indiana as Instrument No. 94019564, in Book 67, Page 641; and

REAS, on September 17, 1996, Declarant recorded a Third Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Willow Lakes East, in the Office of the Recorder of Johnson County, Indiana as Instrument No. 96020969: and

WHEREAS, on July 25. 2012. Association recorded a First Amendment to the Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Willow Lakes East, in the Office of the Recorder of Johnson County, Indiana as File No. 2012-015947; and

WHEREAS, Section 6.5 of the Declaration provides that this Amendment must be approved by a vote of at least two-thirds (2/3) of the Lots and at least two-thirds (2/3) of the Mortgagees requesting notice of such actions.; and

WHEREAS, at least two-thirds (2/3) of die Lot Owners in Willow Lakes East, as evidenced by the ballots collected pursuant to IC 23-17-10-8 and attached to this Amendment and madwd as Exhibit A and pursuant to the authority granted to them by Section 6.5 of the Declaration, now wish to amend the Declaration.

THEREFORE, having been properly approved as set forth in the Declaration, the following "Leasing Resfriction" is added to the Declaration of Covenants, Conditions and Restriction for Willow Lakes East:

Leasing Restriction: Owner(s), or their agent or representative, cannot rent, lease, license, sell on contract, lease to own, or enter into any other form of agreement that would allow a non-Owner to use a Lot in the Association as their primary residence without the Owner also being present in the home.

Current Leases: If a current Owner in the Association is renting or leasing a Lot or selling a Lot pursuant to a valid rental contract as of the Effective Date of this Amendment, then that Owner may continue to rent, lease, or sell the Lot so long as the Owner continues to own the Lot. However, once the current Owner transfers title of the Lot to another Owner, ceases renting or leasing the Lot, or sells the Lot on contract, then the Lot must be Owner occupied as provided herein.

Partial Lot Rental: Partial Lot rentals, leases, licenses, or any other form of agreement that allows a part of the Lot to be used by a non-Owner in exchange for rent or any other form of consideration is strictly prohibited.

Hardship Provision: To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may, but is not required to, grant permission to an Owner to lease a Lot to a specified lessee for a lease term period on such reasonable terms as the Board of Directors may establish. Such permission may be granted by the Board of Directors only upon written application by the Owner to the Board of Directors giving the reasons the Owner wishes to be considered for a hardship.

The Board of Directors shall respond to each application in writing within thirty (30) days of the submission thereof. requests for extension of the original lease must also be submitted to the Board of Directors in the same manner as set forth for the original application. The Board of Directors has sole and complete discretion to approve or disapprove any Owner's application for a lease or extension of a lease based on hardship exemption. The Board of Director's decision shall be final and binding. Any lease approved by the Board of Directors shall be subject to the Declaration, By-Laws and Rules and Regulations governing the Association.

Enforcement: Any Lot that is leased in violation of this Amendment and/or any Owner and/or tenant found to be in violation of the Declaration and/or Rules and Regulations adopted by the Board of Directors may be subject to any and all penalties set herein. The Board of Directors shall also have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, an action for injunctive and other equitable relief, or an action at law for damages, An Owner found to be in violation of the Declaration shall be responsible for the payment of all costs and attorneys' fees at the time they are incurred by the Association.

Association Controlled Lots: The Board of Directors of the Association shall have the right to lease any Association owned Lot, or any Lot which the Association has possession of pursuant to any court order and said Lot shall not be subject to this Amendment.

Effective Date: This leasing restriction takes effect on the date this covenant amendment is recorded with the Johnson County Recorder's Office. This provision does not apply to an institutional mortgagee of any Lot in the Association which comes into possession of the Lot due to foreclosure, judicial sale, or deed-in-lieu of foreclosure.

[End of Amendment]

[REMAINDER OF PAGES INTENTIONALLY LEFT BLANK]

Ihe undersiYied hereby certifies that this Second Amendment to the Amendment and Supplement to Declaration of Covenants, Conditions, and Restrictions for Willow Lakes East was duly approved by twothirds (2/3) of the Lot Owners in Willow Lakes East in accordance with Section 6.5 of the Declaration.

WILLOW LAKES EAST OWNERS ASSOCIATION, INC.

[Signature]
President

Date

Donald E March
Printed Name of Director

ATTEST:

Barbara M March
Secretary

1/2/24
Date

Barbara M March
Printed Name of Director

STAIF,, OF NDIANA

OF Johnson)ss:
COUNTY)

Before me, the undersi ed, a Notary Public in and for said County and States personally appeared in his/her capacity of Board President of Willow Lakes East Owners Association, Inc., who having been duly sworn, under the penalties of perjury, acknowledge the execution of the foregoing Second Amendment to the Amendment and Supplement to Declaration of Covenants, Conditions, and Restrictions for Willow Lakes East and who, having been duly sworn, stated that any representations therein contained are true and

correct.

Witness my hand and Notarial Seal this 2 day of January, 2024.

3/28/2024 My Commission Expires:

Kathlene JMaurer
Signature

Johnson
Commission # NP0679518

Kathlene JMaurer
Printed

County of Residence:

perjurv. that I have taken reasonable care to redact each Social



I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Security Number in this document, unless required by law. — Jonathan J. Crowell

This document was prepared by and should be returned to:

Jonathan J. Crowell, Kovitz Shifrin Nesbit, 6125 S. East Street, Suite A, Indianapolis, Indiana 46227