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**05/19/2017 1:50 PM
KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER
FEE: \$ 32.50
PAGES: 7
By: MEW**

- **This page has been added for recording purposes to comply with recording requirements according to IC 36-2-11-16.5 (below)**
- **There is not sufficient space on the document for the proper Recorder and/or Assessor stamps.**

IC 36-2-11-16.5 Requirements for instrument or document presented for recording

Sec. 16.5. (a) This section does not apply to the following:

- (1) A judgment, an order, or a writ of a court.
- (2) A will or death certificate.
- (3) A plat.
- (4) A survey.

(b) The county recorder may receive for record an instrument or a document without collecting the additional fee described in subsection (c) if:

- (1) the instrument or document consists of at least one (1) individual page measuring not more than eight and one-half (8 1/2) inches by fourteen (14) inches that is not permanently bound and is not a continuous form;
- (2) the instrument or document is on white paper of at least twenty (20) pound weight and has clean margins:
 - (A) on the first and last pages of at least two (2) inches on the top and bottom and one-half (1/2) inch on each side; and
 - (B) on each additional page of at least one-half (1/2) inch on the top, bottom, and each side; and
- (3) the instrument or document is typewritten or computer generated in black ink in at least 10 point type.

(c) For each instrument or document presented for recording that does not conform to the requirements of subsection (b), the recorder may attach additional pages, as needed, and collect one dollar (\$1) for each nonconforming page. As added by P.L.211-1996, SEC.5.

There is a \$3.00 fee for this page.



REVIEWED AND APPROVED
MARION COUNTY ASSESSOR

MAY 15 2017

Edroll Bey

MAP DEPARTMENT REVIEWER



Cross Reference: Instrument No. 89-0086322
 Instrument No. 90-0029153
 Instrument No. 91-0113469
 Instrument No. 91-0120897
 Instrument No. 93-0014243
 Instrument No. 1997-0150347

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
SADDLEBROOK PROPERTY OWNERSHIP

THIS AMENDMENT, dated the 27 day of April, 2017, is made by the Saddlebrook Homeowners Association, Inc. and Saddlebrook South Homeowners Association, Inc., Indiana not-for-profit corporations (the "HOA").

RECITALS:

A. Land Innovators Company, a predecessor in interest to the HOA, recorded a document entitled "Declaration of Covenants and Restrictions of Saddlebrook Property Ownership" (the "Declaration") dated August 23, 1989 and recorded on September 1, 1989 as Instrument No. 89-0086322 in the Office of the Marion County Recorder.

B. The Declaration has five (5) Supplemental Declarations adding additional property, the First Supplemental Declaration of Covenants and Restrictions of Saddlebrook Property Ownership being dated March 8, 1990 and recorded on March 29, 1990 as Instrument No. 90-0029153, which added Section II; the Second Supplemental Declaration of Covenants and Restrictions of Saddlebrook Property Ownership being dated October 25, 1991 and recorded on November 1, 1991 as Instrument No. 91-0113469, which added Sections III and IV; the Third Supplemental Declaration of Covenants and Restrictions of Saddlebrook Property Ownership being dated November 15, 1991 and recorded on November 22, 1991 as Instrument No. 91-0120897, which added Section 1 of Saddlebrook South; the Fourth Supplemental Declaration of Covenants and Restrictions of Saddlebrook Property Ownership being dated January 26, 1993 and recorded on February 2, 1993 as Instrument No. 93-0014243, which added Section 2 of Saddlebrook South; and the Fifth Supplemental Declaration of Covenants and Restrictions of Saddlebrook Property Ownership being dated October 6, 1997 and recorded on October 10, 1997 as Instrument No. 1997-0150347, which added Saddlebrook South, Sections III, III(B), and III(C).

C. Effective August 31, 1991, the Declarant, as defined in the Declaration and designated to be Land Innovators Company, turned over the responsibility for carrying out and

JOSEPH P. O'CONNOR
 MARION COUNTY ASSESSOR

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DULY ENTERED FOR TAXATION
 SUBJECT TO FINAL ACCEPTANCE
 FOR TRANSFER

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enforcing the terms, covenants, conditions and restrictions set forth in the Declaration to the HOA. Accordingly, August 31, 1991 is the "Applicable Date" as that term is defined by the Declaration.

D. The HOA's Board of Directors proposed an amendment to the Declaration concerning the rental restrictions, as set forth in this Amendment and, in accordance with Article 18 of the Declaration, this Amendment has been approved by a vote of not less than seventy-five percent (75%) of the Owners, as that term is defined in the Declaration.

NOW THEREFORE, the Declaration, as amended, is hereby further amended as follows:

1. **Article 17(n) of the Declaration of Covenants and Restrictions of Saddlebrook Property Ownership, shall be deleted in its entirety.**

2. **New Article 28 entitled "Leasing" is hereby added to the Declaration of Covenants and Restrictions of Saddlebrook Property Ownership and shall read as follows:**

28. Leasing.

(a) Two Year Waiting Period. The Corporation's members recognize that an owner-occupant is both psychologically and financially invested in a home to a greater extent than a renter, and thus owner occupants maintain their property better than renters generally. The Corporation's members wish to insure that the residents within Saddlebrook and Saddlebrook South share the same proprietary interest in and respect of the Lots and the Common Areas, and to encourage residents to not only maintain property values but also to improve them by recognizing that owner occupants have more incentive to do so compared to non-owner occupants.

Thus, for a period of at least two (2) years after an Owner's acquisition of a Lot, said Owner cannot lease such Lot. After such time, said Lot will be eligible to be leased if all other conditions of this Section 28 are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association.

Notwithstanding this Section 28(a), if an Owner wishes to lease a Lot prior to the end of the two-year waiting period, the Owner may apply to the Board of Directors for a waiver. The Board may in its discretion, in writing, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue hardship. Examples of an undue hardship include:

- (1) death, dissolution or liquidation of an Owner;
- (2) divorce or marriage of an Owner;
- (3) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Saddlebrook or Saddlebrook

South due to a change of employment or retirement of at least one (1) of such Owners;

(4) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;

(5) difficult real estate market conditions;

(6) other similar circumstances.

(b) Effective Date of Waiting Period on Existing Rentals. Within fifteen (15) days after the date on which this Amendment is recorded in the Office of the Recorder of Marion County (the "Recording Date"), the Board of Directors or Managing Agent shall provide written notice to all Owners setting forth the Recording Date and the then current address of the Managing Agent. The provisions of Section 28(a) (the "Waiting Period") shall not apply to the Owner of any Lot in Saddlebrook or Saddlebrook South that, as of the Recording Date, is rented or leased by its Owner to a non-owner occupant, so long as the Owner-landlord mails or otherwise delivers to the Managing Agent or the Board of Directors of the Corporation (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Owner-landlord's Lot (or Lots) which is in effect as of the Recording Date. Such lease copies may have the rental amount deleted. The Owners of such pre-Recording Date rented Lots shall not be subject to the provisions of Section 28(a), but shall be subject to the remaining provisions of this Section 28.

However, when the legal Owners of record of any of the pre-Recording Date rented Lots sell, transfer or convey such Lot(s) to another Owner after the date of recording of this Amendment, such Lot(s) shall immediately become subject to Section 28. The failure of any such Owner-landlord of a leased or rented Lot to deliver a copy of such pre-Recording Date lease within said sixty-day period to the Managing Agent shall result in said Owner-landlord's Lot being subject to the Waiting Period (from and after the date of expiration of such pre-Recording Date lease). However, in no event shall the Waiting Period apply to any lease executed prior to the Recording Date or to any renewals thereof provided for in any such leases, so long as the Lot continues to be occupied by one or more of the non-owner occupants in possession of the Lot as of the Recording Date.

(c) General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Lot other than the entire Lot shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration, the By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Corporation; and shall provide for direct action by the Corporation and/or any Owner against the tenant with or without joinder of the

Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners who do not reside in the home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the home.

(d) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Corporation and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Corporation for payments of assessments or any other charges.

(e) Corporation's Copy of Lease. A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Board of Directors or Managing Agent by the Owner within thirty (30) days after execution.

(f) Violations. Any lease or attempted lease of a Lot in violation of the provisions of this Section 28 shall be voidable at the election of the Corporation's Board of Directors or any other Owner, except that neither party to such lease may assert this provision of this Section 28 to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Corporation, or any Owner, shall have the right to exercise any and all available remedies at law or equity.

(g) Maximum Number of Lots Owned by a Single Owner. In order to encourage both Saddlebrook and Saddlebrook South being and remaining a community where the Owners reside on the property:

(1) No Owner may own more than two (2) Lots within Saddlebrook or Saddlebrook South at any time. This restriction shall not apply to any Owner who owns more than two (2) Lots which were purchased or with respect to which there was a binding purchase agreement prior to the recording of this restriction.

(2) If any Owner is the Owner of more than one (1) Lot, such Owner or the majority of the principals of such Owner shall and must reside in Saddlebrook or Saddlebrook South in at least one (1) of such Lots, unless otherwise approved in writing by the Board of Directors upon a showing by such Owner, satisfactory to the Board of Directors, of an undue hardship as defined in Section 28(a) above.

As defined in Section 1(p) of this Declaration, "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Lot. As used in this

Section 28, "Owner" also means those persons or entities who comprise less than all persons or entities who own in any form or manner the fee simple title or any part thereof to any Lot and those persons or entities who have any interest in any form or manner in the fee simple title or any part thereof to any Lot. As an example, if any person or entity owns or has any interest in the ownership of two (2) Lots, whether in his, her or its name only, as joint tenants, as life tenant or by or through any corporation, partnership, trust, limited liability company, or any other entity, that person cannot own a third Lot, whether in his, her or its name only, as joint tenants, as life tenant or by or through a corporation, partnership, trust, limited liability company, or any other entity.

Any purchase agreement, conveyance or lease or rental agreement executed subsequent to the recording of this restriction which violates any provision of this Section 28(g) shall be voidable at the election of the Corporation's Board of Directors or any Owner, except that neither party to such agreement, conveyance or lease may assert this provision of this Section 28 to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Corporation, or any Owner, shall have the right to exercise any and all available remedies at law or equity.

(h) Institutional Mortgagees. The provisions set forth in this Section 28 shall not apply to any institutional mortgagee of any Lot which comes into possession of the Lot by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by the provisions of this Section 28.

(i) Burden of Proof. Anything to the contrary herein notwithstanding, if at any time a Lot is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased and subject to the provisions of this Section 28, and the Owners shall have the burden of proving to the satisfaction of the Board of Directors that the occupancy is not in violation of the terms of this Section 28, including but not limited to the delivery to the Board of directors of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy. For purposes of this Section 28 and this Section 28(i), any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board of Directors a written purchase contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Lot.

3. Except for the above, all other provisions of the Declaration, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the date first written above.

THE SADDLEBROOK
HOMEOWNERS ASSOCIATION,
INC.

By: David Newton
DAVID NEWTON, Vice-President

AND SADDLEBROOK SOUTH
HOMEOWNERS ASSOCIATION, INC.

By: Stephen M. Lewis
STEPHEN M. LEWIS, President
By: Kim Hannel
KIM HANNEL, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Stephen M. Lewis, Kim Hannel, and David Newton, the President, Secretary and Vice-President respectively, of Saddlebrook South Homeowners Association, Inc., and The Saddlebrook Homeowners Association, Inc. an Indiana not-for-profit corporation, who, being first duly sworn, acknowledged the execution of the foregoing instrument as said President, Secretary and Vice-President, for and on behalf of The Saddlebrook Homeowners Association, Inc., and Saddlebrook South Homeowners Association, Inc. as their voluntary acts and deeds and for the use and purposes contained therein.

Witness my hand and Notarial Seal this 27 day of April, 2017.


My Commission Expires:

2/18/19

Paulette B. Krempely
(Signature) Notary Public

My County of Residence:

Marion

(Printed)  PAULETTE B. KREMPELY
Resident of Marion County
My Commission Expires
February 18, 2019

"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."
Kimberly M. Sutter, Esq.

This instrument prepared by, and should be returned to, Kimberly M. Sutter, EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.