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Jennifer Hayden
Hamilton County Recorder IN
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Cross Reference 9323618

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKESIDE ESTATES

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKESIDE ESTATES ("Amendment") is made this 15th day of December, 2021 by the Owners of Lakeside Estates, witnesses as follows:

WHEREAS the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKESIDE ESTATES was recorded in the Office of the Recorder of Hamilton County, Indiana on May 18, 1993 as **Instrument No. 9323618** ("Declaration"); and,

WHEREAS Article 10, Section 10.3 of the Declaration permits the amendment of the Declaration by the affirmation of not less than two-thirds (2/3) of the Owners and by the affirmation of not less than two-thirds (2/3) of the first mortgagees of the Lots in the Property; and,

WHEREAS, Ind. Code §32-25.5-3-9(3) provides that if consent of the first mortgage holders is required, only first mortgage holders that provide an address to the secretary of the board must be notified; and

WHEREAS the Board of Directors of Lakeside Estates Homeowners Association, Inc., ("Association"), has reviewed and affirmed that the following Amendment to the Declaration has been approved by the vote of not less than two-thirds (2/3) of the Owners and by the affirmation of not less than two-thirds (2/3) of the first mortgagees of the Lots in the Property who provided an address to the secretary of the board, in accordance with Article 10, Section 10.3 of the Declaration;

NOW THEREFORE, pursuant to the foregoing, the Declaration is hereby amended as follows:

Section 6.3 is hereby deleted and replaced as follows:

- (a) Limit on Number of Leased Dwelling Units. No more than ten percent (10%) of the total Dwelling Units, at any given time, may be leased or rented for exclusive occupancy by one or more non-owner tenants. For purposes of this Section, a Dwelling Unit is exclusively occupied by one or more non-owner tenants, if the Owner does not also correspondingly occupy the Dwelling Unit as his/her principal place of residence. Prior to the execution of any lease, and in

addition to the requirements set forth in this Section, the Owner must notify the Board of Directors or the Board's agent as to the Owner's intent to lease his/her Dwelling Unit. After receiving such notice, the Board of Directors or the Board's agent shall advise the Owner if the Dwelling Unit may be leased or whether the maximum number of Dwelling Units within the Property is currently being leased. If the maximum number of Dwelling Units is already being leased, the Board of Directors or the Board's agent shall place the Owner on the waiting list in priority order based on the date of notice from the Owner, and shall notify the Owner of that Owner's position on the waiting list. When an existing non-owner occupant vacates a Dwelling Unit, the Owner of that Dwelling Unit shall immediately notify the Board of Directors or the Board's agent of such fact and that Dwelling Unit cannot be re-rented or leased until all prior Owners on the waiting list, if any, have had a chance to rent or lease their Dwelling Units. An Owner on the waiting list who obtains the opportunity to rent or lease his/her Dwelling Unit, must present an executed lease to the Board of Directors or to the Board's agent, within sixty (60) days of the date of notice that he/she may rent or lease the Dwelling Unit, or that Owner will forfeit his/her position on the waiting list.

(b) General Lease Conditions. All leases, including renewals, shall be in writing, and all leases shall be entered into for a term of one (1) year, unless a different term is approved in writing by the Board of Directors. No Dwelling Unit may be leased to more than four (4) unrelated individuals. No portion of any Dwelling Unit other than the entire Dwelling Unit may be leased for any period. No subleasing is permitted. No Owner will be permitted to lease or rent his/her Dwelling Unit, if the Owner is delinquent in paying any assessments or other charges due to the Association at the time the lease is entered or is otherwise in violation of any provision of the Declaration and/or By-Laws. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws 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 Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling Unit. In addition, the lease shall provide that a violation of the covenants and restrictions of the Declaration, the By-Laws, or the rules and regulations of the Association constitutes a breach of the lease, which may be directly enforced by the Association. All Owners who do not reside in the Unit shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the Dwelling Unit. The Owner shall supply copies of the Declaration, By-Laws and rules and regulations to the tenant 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.

(c) Exceptions During Period of Good Faith Sale or Significant Hardship. The Board of Directors may, in its discretion, grant an exception, for not more than one (1) year at a time, to

the limit provided in this Section, to an Owner if the Board determines that the Owner is actively and in good faith trying to sell or otherwise dispose of his or her Dwelling Unit or if the Board, by majority vote of the entire Board, determines that the Owner has a Significant Hardship. For purposes of this subparagraph, examples of a Significant Hardship may include:

- (i) death of an Owner;
- (ii) divorce of an Owner;
- (iii) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Tract due to a change of employment or retirement; or
- (iv) temporary, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners.

(d) Twelve Month Waiting Period. In addition to all other provisions, for a period of at least twelve (12) months after an Owner's acquisition of a Dwelling Unit, the Owner cannot rent or lease that Dwelling Unit for exclusive occupancy by one or more non-owner tenants. After such time, said Dwelling Unit will be eligible to be leased if all other conditions are satisfied. In the case of the transfer of ownership of a Dwelling Unit, which was properly leased under these rules by the previous Owner, the new Owner can continue with such lease only to finish the then current term of not more than one (1) year. When that term ends, the Owner, if he/she wants to lease his/her Dwelling Unit, must meet all requirements the same as other Owners who are not exempted.

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

(f) Approval of Form of Lease. Any Owner desiring to enter into a lease for his/her Dwelling Unit shall submit the form of the proposed lease to the Board of Directors (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Section. The Board of Directors may employ an attorney in connection with any such review, and a reasonable fee may be charged to the Owner to offset the expense so incurred. In the event the Board of Directors fails to approve or disapprove the form of the lease within thirty (30) days after submission by the Owner, the form of the lease shall be deemed approved. A copy of each executed lease by an Owner (which may have the rental amount deleted) shall be provided to the Board of Directors by the Owner within fifteen (15) days after execution.

(g) Violations. If any Owner leases or rents his/her Dwelling Unit in violation of the provisions of this Section, the Association may bring a legal action to enjoin the improper conduct.

(h) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any Dwelling Unit of an Owner who, at the time of recording this provision, is renting or leasing said Dwelling Unit for exclusive occupancy by one or more non-owner tenants, so long as such Dwelling Unit continues to be owned by the same Owner and is not occupied as a residence by such Owner. In order for this exception to apply, said Owner must deliver a copy of the executed lease, which is in effect at the time to the Board of Directors within fifteen (15) days after the recording of this document and shall furnish a copy of any subsequent lease within fifteen (15) days after its execution. Such copy may have the rental amount deleted. Failure of such an Owner to timely deliver a copy of any such lease to the Board of Directors shall result in said Owner's Dwelling Unit being subject to these restrictions. However, in this latter circumstance, these restrictions shall not apply to any lease executed prior to the effective date of these restrictions or to any renewals thereof provided in such lease so long as the occupants remain the same. Any Dwelling Unit which falls under the exception of this paragraph shall, nevertheless, be counted as one of the ten percent (10%) of the Dwelling Units that may be rented at any given time even though such maximum does not apply to restrict such excepted Dwelling Unit.

(i) Institutional Mortgages. The provisions of this Section shall not apply to any institutional mortgage holder of any Dwelling Unit which comes into possession of the mortgage holder 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.

The undersigned officers of Lakeside Estates Homeowners Association, Inc. hereby certify that the affirmative votes of not less than two-thirds (2/3) of the Owners and by the affirmation of not less than two-thirds (2/3) of the first mortgagees of the Lots in the Property who provided an address to the secretary of the board in conformity with Ind. Code 32-25.5-3-9(3), 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 1st day of December, 2021.

LAKESIDE ESTATES HOMEOWNERS ASSOCIATION, INC.

By: *Cheryl Giannuzzi*
Cheryl Giannuzzi, President

Attest:

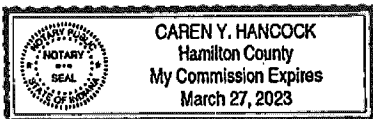
By: *Karen Piehl*
Karen Piehl, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Cheryl Giannuzzi, the President and Karen Piehl, the Secretary of Lakeside Estates Homeowners Association, Inc. who acknowledged the execution of the foregoing Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKESIDE ESTATES.

WITNESS my hand and notarial seal this 1st day of December, 2021.

My Commission expires:
Mar 27 2023

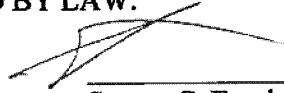


Caren Y. Hancock
Notary Public

Caren Y. Hancock
Printed

Residing in Hamilton County, Indiana

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.



Steven C. Earnhart

This instrument prepared by and to be returned to: Steven C. Earnhart, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

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