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11/21/2024 07:03 AM

**FAITH KIMBROUGH
MARION COUNTY IN RECORDER**

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PAGES: 7

By: ER

Cross-Reference;

Sycamore Leaf Covenants and Restrictions, Instrument No. 1999-0024815
Amended and Restated Covenants and Restrictions of Sycamore Run, Instrument No. 1999-0069655

**FIRST AMENDMENT TO AMENDED AND RESTATED COVENANTS AND
RESTRICTIONS OF SYCAMORE RUN**

The undersigned, Sycamore Run Community Association, Inc., is an Indiana non-profit corporation (the "Association"), makes this First Amendment to the Amended and Restated Covenants and Restrictions of Sycamore Run (the "First Amendment"), effective this day of October 17, 2024.

WITNESSETH:

WHEREAS, the Sycamore Leaf Covenants and Restrictions was recorded in the Marion County Recorder's Office on February 1, 1999, as Instrument No. 1999-0024815 (the "Original Declaration") and as amended and restated by that Amended and Restated Covenants and Restrictions of Sycamore Run in the Marion County Recorder's Office on April 12, 1999, as Instrument No. 1999-0069655 ("Declaration"); and

WHEREAS, the Declaration provides the Declaration may be amended by a majority vote (51%) of the Owners of Sycamore Run Community Association, Inc.; and

WHEREAS, the Board of directors voted to recommend to the membership certain amendments to the Declaration; and

WHEREAS, no Mortgagee has given prior notice of their mortgage interest to the Board of Directors of the Association or requested notice of proposed amendments to the Declaration; and

WHEREAS, the Board of Directors of the Association has reviewed and affirmed that the following amendment to the Declaration has been approved by the affirmative written vote of at least fifty-one percent (51%) of all Owners entitled to vote thereon pursuant to the Declaration; and

NOW THEREFORE, in consideration of the foregoing, the Declaration shall be, and hereby is, amended as follows (additions to text are shown as double underlined and deletions to text are shown as a ~~strikeout~~):

1. The recitals set forth above are hereby incorporated as a substantive part of this Amendment.

ARTICLE I **Leasing Restrictions**

Section 1. General Purposes of Leasing Restrictions. The Association'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 members of the Sycamore Run Community Association, Inc. ("Association") wish to ensure that the residents within Sycamore Run share the same proprietary interest in and respect of the Lots, the Common Areas, the Green Space, and other portions of the community that are maintained by the Association. They also want to encourage residents to not only maintain property values but also to improve them. Thus, the provisions of this Article I shall be applicable. Except as allowed by this Section, residents of a Lot can only consist of the Owner(s) thereof and members of their immediate family. For purposes of this Section, "immediate family" is defined to be limited to an Owner(s)' parents, children, husband, wife, or domestic partner.

Section 2. Limits on the Number of Leased Lots ("Rental Cap"). No more than five (5) of the Lots (which is five percent of our one hundred (100) lots) may be leased or rented to non-Owner occupants at any given time, except as may be otherwise provided in this Article I. The "Grandfathered Lots" defined and described in Section 3 below shall count towards the five (5) Lot "Rental Cap". If at any time such number of Lots are leased or rented, an Owner who wants to rent or lease his or her Lot which is not already rented shall be placed upon a waiting list by the Board of Directors. When an existing tenant moves out, the Owner of that Lot shall immediately notify the Board of Directors of such fact and shall have thirty (30) days from the date on which the existing tenant moves out to enter into a new lease agreement with another tenant, and to provide a copy of such lease to the Board. If the Owner does not enter into a new lease agreement and provide a copy of such lease to the Board within thirty (30) days, then the Lot cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Lots. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Directors as to that Owner's intent to lease his or her Lot. After receiving such notice, the Board of Directors shall advise the Owner if the Lot may be leased or whether the maximum number of Lots within Sycamore Run is currently being leased. If the maximum number of Lots is being leased, the Board of Directors shall also notify the Owner of that Owner's position on the waiting list.

Section 3. Effective Date of "Rental Cap" on Existing Rentals. Within thirty (30) days after the date on which this Article I is filed with the County Recorder (the "Recording Date"), the Board of Directors shall provide written notice to all Owners setting forth the Recording Date and the mailing address of the Association. The provisions of Section 2 (the "Rental Cap") shall not

apply to the Owner of any Lot in Sycamore Run which, 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 Board of Directors of the Association (at the address shown in the notice of the Recording Date), within thirty (30) 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 Lots shall be referred to as "Grandfathered Lots." Such lease copies may have the rental amount redacted as well as any personal identifying information such as social security numbers. The Owners of such Grandfathered Lots shall not be subject to the provisions of Section 2 but shall be subject to the remaining provisions of this Article I. However, when the legal Owners of record of any of the Grandfathered Lots sell, transfer, or convey such Lot(s) to another Owner after the date of recording of this Article I, such Lot(s) shall immediately become subject to the Rental Cap.

If any such Owner-landlord of a leased or rented Lot fails to deliver a copy of such pre-Recording Date lease within said thirty-day period to the Board of Directors, that will result in said Owner-landlord's Lot being subject to the Rental Cap (from and after the date of expiration of such pre-Recording Date lease). However, in no event shall the Rental Cap 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. Any Lot that falls under the exception of this Section 3 shall, nevertheless, be counted as one of the five (5) Lots that may be rented at any given time even though such maximum does not apply to restrict the Owner of such pre-Recording Date leased Lot.

Section 4. Hardship Exceptions and Waiver. Notwithstanding anything else herein, if an Owner wishes to rent or lease his or her Lot, but the maximum number of Lots is currently being leased, the Owner may request the Board of Directors to waive the "Rental Cap" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "Rental Cap" will cause undue hardship. If a majority of the entire Board of Directors approves the Owner's request in writing, the Board of Directors shall permit the Owner to rent or lease said Lot, subject to any further conditions or limitations imposed by the Board in the Board's discretion, but only if the Owner satisfies all other requirements of this Article I. Such decision shall be at the sole discretion of the Board. Examples of an undue hardship include:

- (a) death, dissolution or liquidation of an Owner;
- (b) divorce or marriage of an Owner;
- (c) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Sycamore Run due to a change of employment or retirement of at least one (1) of such Owners;
- (d) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;

- (e) the Owner is a reservist in the U.S. Armed Forces who is called to temporary active duty, or is active-duty personnel in the U.S. Armed Forces who is temporarily deployed more than fifty (50) miles from Sycamore Run; or
- (f) other similar circumstances.

Section 5. General Lease Conditions.

- (a) All leases, including renewals, must be in writing, and no lease shall be entered into for an initial term of less than one (1) year without the prior written approval of the Board of Directors. Owners may not lease, rent, or otherwise operate his/her home and Lot on a hotel, transient or short-term rental basis. For the purpose of this Section 5, "short-term rental" is defined as any term of less than one (1) year. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a home and Lot or portion thereof to an occupant and collects consideration for the rental from the occupant (for example, Airbnb or VRBO).
- (b) A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount redacted as well as personal identifying information such as social security numbers) shall be provided to the Board of Directors by the Owner within thirty (30) days after execution.
- (c) No portion of any Lot other than the entire Lot shall be leased for any period.
- (d) Subleasing is prohibited.
- (e) All leases shall be made expressly subject and subordinate in all respects to the terms of these Amended and Restated Covenants and Restrictions, the By-Laws, and the rules and regulations adopted by the Board of Directors, as amended (collectively referred to hereafter as the "Governing Documents"), to the same extent as if the tenant were an Owner and a member of the Association.
- (f) All leases shall provide for direct action by the Association 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.
- (g) The Owner must supply copies of the Governing Documents to the tenants prior to the effective date of the lease.
- (h) The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease.
- (i) Owners must provide the Board of Directors with the name of the tenant(s) and any other adult residents living in the Lot, together with the phone numbers and email addresses of the tenant(s) and other adult residents. Also, the Owner must provide the

Board of Directors with the Owner's contact information including current address, phone number and email address.

- (j) To be eligible to lease his or her Lot, the Owner cannot be in violation of any provisions of the Governing Documents. If at any time an Owner violates any such provisions through the actions or omissions of the Owner's tenant, the Board shall have the right to revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease, so long as the Board has given the Owner written notice of the violation and a reasonable opportunity to come into compliance with the Governing Documents.

Section 6. 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 Association and the other Owners for compliance with the provisions of the Governing Documents, or from the Owner's liability to the Association for payments of assessments or any other charges.

Section 7. Violations. Any lease or attempted lease of a Lot in violation of the provisions of this Article I shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity, including the right to recover from the violating Owner all attorneys' fees, costs and expenses.

Section 8. Institutional Mortgagees. The provisions of this Article I shall not apply to any institutional mortgagee (such as a bank or mortgage company) of any Lot which comes into possession of a Lot. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser or Owner shall be bound by the provisions of this Article I.

Section 9. 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 Article I 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 Article I, 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.

Section 10. Two Year Waiting Period; Hardship Exceptions and Waiver. For a period of at least two (2) continuous years after an Owner's acquisition of a Lot, said Owner cannot lease or rent such Lot. After such time, said Lot will be eligible to be leased if the Rental Cap has not

been reached and all other conditions of this Article I 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 10, 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 hardship exception and waiver as described in Section 4 above.

Section 11. Certain Lots Not Counted as Rentals. The provisions of this Article I will not apply to any situation where a Lot is occupied by one or more family members of the Lot Owner (persons related by blood, marriage, adoption, foster care, or guardianship). Thus, this kind of occupancy will not be considered a "rental." Likewise, any Lot owned by a Trust or an Estate will not be considered a "rental" if the resident is (i) the Trustee, (ii) the Fiduciary of an Estate, or (iii) a beneficiary of the Trust or Estate.

IN WITNESS WHEREOF, we, the undersigned officers of Sycamore Run Community Association, Inc. do hereby execute this First Amendment to the Amended and Restated Covenants and Restrictions of Sycamore Run; and certify that at least a majority of the Owners voted to approve this First Amendment to the Amended and Restated Covenants and Restrictions of Sycamore Run; and certify the truth of the facts stated herein this 17 day of October, 2024.

SYCAMORE RUN COMMUNITY
ASSOCIATION, INC.

By: Richard Kramer

Richard Kramer
HOA PRESIDENT

This document prepared by and should returned to:

Melissa M. Noland
Kovitz Shifrin Nesbit
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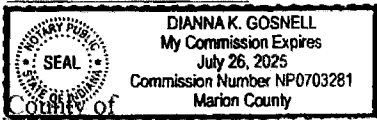
[BOARD CERTIFICATION]

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared RICHARD KRAMER , in his/her capacity of Board President of Sycamore Run Community Association, Inc., who having been duly sworn, under the penalties of perjury, acknowledge the execution of the First Amendment to Amended and Restated Covenants and Restrictions of Sycamore Run and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 17th day of OCTOBER , 2024.

My Commission Expires:



 Dianna K. Gosnell

Signature

Residence:

 DIANNA K. GOSNELL

Printed

I hereby 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. – Melissa M. Noland

This document was prepared by and should be returned to:

Melissa M. Noland, Kovitz Shifrin Nesbit, 6125 S. East Street, Suite A, Indianapolis, Indiana 46227