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FAITH KIMBROUGH
MARION COUNTY IN RECORDER
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FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE ARBORS ON BLUFF
ESTABLISHING RENTAL RESTRICTIONS

Cross-Referenced Instrument Numbers:

1999-0113218

1999-0127343

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS OF THE ARBORS ON BLUFF
ADDING RENTAL RESTRICTIONS**

This First Amendment to the Amended and Restated Declaration of Covenants,
Conditions and Restrictions of The Arbors on Bluff is made as of the date set forth below.

WITNESSETH:

WHEREAS, the Arbors on Bluff residential community located in Marion County, Indiana was established by a certain Declaration of Covenants, Conditions and Restrictions of The Arbors on Bluff which was recorded in the Marion County Recorder's Office on June 11, 1999 as Instrument No. 1999-0113218. (the Original Declaration); and

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Arbors on Bluff was recorded in the Marion County Recorder's Office on July 2, 1999, as Instrument No. 1999-0127343 (the "Declaration"); and

WHEREAS, Article XI of the Declaration allows for the amendment of the Declaration by an approval vote of at least seventy-five percent (75%) of the Owners in the community, and;

WHEREAS, the owners within the community have expressed a desire to amend a provision of the Declaration.

WHEREAS, seventy-five percent (75%) of the Owners in the community have voted to approve of the amendment below.

NOW, THEREFORE, the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Arbors on Bluff is hereby amended as follows:

Section 4.4 is deleted and a new Article XV (including Sections 15.01-15.13) is added to the Declaration as follows:

ARTICLE XV

**Leasing Restrictions, including a Rental Cap
and a Three-Year Waiting Period**

Section 15.1. General Purposes of Leasing Restrictions. The members of the Arbors on Bluff Homeowners Association, Inc. ("Association") wish to ensure that the residents within the Arbors on Bluff share the same proprietary interest in and respect of the Lots, the Common Areas 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 XV shall be applicable.

Section 15.2. Limits on the Number of Leased Lots ("Rental Cap"). No more than eight (8) of the Lots (which is five percent of our one hundred sixty (160) lots) may be leased or rented to non-Owner occupants at any given time, except as may be otherwise provided in this Article XV. The "Grandfathered Lots" defined and described in Section 15.3 below shall count towards the eight (8) 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 or Managing Agent of such fact and shall have ninety (90) 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 of Directors or Managing Agent. If the Owner does not enter into a new lease agreement and provide a copy of such lease to the Board or Managing Agent within ninety (90) 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 give the Board of Directors or the Association's property management company (the "Managing Agent") written notice of the Owner's intention to lease at least thirty (30) days prior to the anticipated date of execution of a lease along with a copy of the unexecuted lease. That will give the Board of Directors an opportunity to review the circumstances to determine if the other conditions set forth in this Article XV are satisfied. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if the Lot may be leased or whether the maximum number of Lots within the Arbors on Bluff is currently being leased. If the maximum number of Lots is being leased, the Board of Directors or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list. If the maximum number of Lots is NOT being leased and if the other conditions set forth in this Article XV would be

satisfied, the Board or the Managing Agent can advise the Owner that he or she can lease his or her Lot and home.

Section 15.3. Effective Date of "Rental Cap" on Existing Rentals. Within thirty (30) days after the date on which this Article XV is filed with the County Recorder (the "Recording Date"), the Board of Directors or Managing Agent shall provide written notice to all Owners setting forth the Recording Date and the mailing address of the Association. The provisions of Section 15.2 (the "Rental Cap") shall not apply to the Owner of any Lot in the Arbors on Bluff, for purposes of limiting the already existing rentals, 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 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 Lots shall be referred to as "Grandfathered Lots." The "Grandfathered Lots" will count towards the eight (8) Lot "Rental Cap" as described in Section 15.2. 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 15.2, but shall be subject to the remaining provisions of this Article XV. However, when the legal Owner of record of any Grandfathered Lot sells, transfers, or conveys such Lot to another Owner after the date of recording of this Article XV, such Lot 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 sixty-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 15.3 shall, nevertheless, be counted as one of the eight (8) 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 15.4. 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 XV. Such decision shall be at the sole discretion of the Board. The Board will decide the duration of a given hardship exception and will not generally be longer than one (1) year unless there are extenuating circumstances as determined by the Board. Examples of an undue hardship include:

- (a) death, divorce or marriage of an Owner;
- (b) necessary relocation of the residence of an Owner to a point outside of a one hundred (100) mile radius of the perimeter of the Arbors on Bluff due to a change of employment or retirement of at least one (1) of such Owners;
- (c) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (d) 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 one hundred (100) miles from the Arbors on Bluff; or

If an Owner desires to request an exception based upon hardship circumstances other than those specifically defined above, the Owner must submit a written request describing, with reasonable particularity, the nature of the alleged hardship and the alleged need to rent. The Board may approve or deny such requests as it deems appropriate, and such decisions shall be final and binding.

Section 15.5. General Lease Conditions for Permitted Leases.

- (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 cannot lease, rent, or otherwise operate their home and Lot on a hotel, transient or short-term rental basis. For the purpose of this Section 15.5, "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) must be provided to the Board of Directors or the Managing Agent by the Owner within thirty (30) days after execution.

- (c) No portion of any Lot or home other than the entire Lot or home can 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 this Declaration, 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 or Managing Agent 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 or Managing Agent 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 or of any local ordinances. 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 and local ordinances.
- (k) To ensure any leased property is properly maintained during the term of the lease, in addition to providing a copy of the lease to the Association, the Owner must also

provide a copy of the service plan for the property, to include mowing, fertilization, weed control, trimming, and landscape bed maintenance. This plan must include frequency for each item as well as the name of the service provider that will be providing said services to the property for approval by the Association's Board of Directors.

Section 15.6. 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 15.7. Violations. Any lease or attempted lease of a Lot in violation of the provisions of this Article XV 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 15.8. Institutional Mortgagees. The provisions of this Article XV 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 XV.

Section 15.9. 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 XV 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 XV, 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 Article XV and this Section 15.9, any occupancy (including occupancy pursuant to a rent-to-buy contract, rent-to-own contract, land contract, installment sales contract, or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease or rental arrangement.

Section 15.10. Three Year Waiting Period; Hardship Exceptions and Waiver. For a period of at least three (3) 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 XV 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 15.10, if an Owner wishes to lease a Lot prior to the end of the three-year waiting period, the Owner may apply to the Board of Directors for a hardship exception and waiver as described in Section 15.4 above.

Section 15.11. Certain Lots Not Counted as Rentals. The provisions of this Article XV 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.

Section 15.12. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Lot or home in the Arbors on Bluff shall constitute a ratification of this Article XV together with all other provisions of the Governing Documents, all as the same may be amended, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot or a home within the Arbors on Bluff as though such provisions were recited and stipulated a length in each and every deed, conveyance, mortgage, or lease.

Section 15.13. Lots Owned by the Association. The Board of Directors of the Association shall have the right to lease any Lot that is either owned by the Association or in the possession or control of the Association pursuant to a Court order. Any such Lot is not subject to this Article XV. For example, if the Association takes title to a Lot through a lien foreclosure suit, the Association can rent that Lot until the Association sells it.

(signature page follows)

IN WITNESS WHEREOF, we, the undersigned, do hereby certify that all requirements for and conditions precedent to this Amendment have been fulfilled and satisfied, hereby execute said Amendment, and hereby certify the truth of the facts herein stated, this 17 day of February, 2026.

THE ARBORS ON BLUFF HOMEOWNERS' ASSOCIATION, INC., by:

Karen K. Adams
Karen K. Adams, President

Sherri L. Purdue
Sherri L. Purdue, Secretary

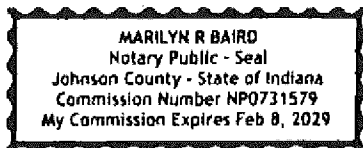
KAREN K ADAMS
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Sherri L. Purdue
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STATE OF INDIANA)
)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Karen K. Adams and Sherri L. Purdue the President and Secretary, respectively, of The Arbors on Bluff Homeowners' Association, Inc., who acknowledged execution of the foregoing for and on behalf of said corporation and its members and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 17 day of Feb, 2026.



[Signature]
Notary Public, Signature
Marilyn R Baird
Printed

My Commission Expires:

Feb 8, 2029

Residence County: Johnson

"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." /s/ Nicole E. Jones, Esq.

This instrument prepared by Nicole E. Jones, EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216.

