

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

(6)

**FILED**  
JAN 25 2006  
LAWRENCE TOWNSHIP ASSESSOR

616349 JAN 25 10  
**SECOND AMENDMENT TO THE SEVENTH AMENDED  
DECLARATION OF RESTRICTIONS FOR  
BRADFORD CREEK**

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

THIS SECOND AMENDMENT TO THE SEVENTH AMENDED DECLARATION OF RESTRICTIONS FOR BRADFORD CREEK ("Amendment") is made as of this 19th day of January, 2006 by Bradford Creek Homeowners Association, Inc., an Indiana Corporation, witnesses as follows:

WHEREAS, the original Declaration of Restrictions for Bradford Creek was originally recorded on June 16, 1989 as **Instrument No. 89-57333** in the Office of the Recorder of Marion County, Indiana, as amended and replaced by a series of amendments the latest of which is the Seventh Amended Declaration of Restrictions for Bradford Creek recorded on December 2, 1993 as **Instrument No. 1993-182625** in the Office of the Recorder of Marion County, Indiana and as further amended by an Amendment to Amended Declaration of Restrictions for Bradford Creek recorded on May 1, 1998 as **Instrument No. 1998-0072320** in the Office of the Recorder of Marion County, Indiana (the "Declaration"); and

WHEREAS, Paragraph 11 of the Declaration permits the amendment of the Declaration by the approval of at least seventy-five percent (75%) of the all Owners, as evidenced by their signatures; and

WHEREAS, the Board of Directors has reviewed and affirmed that the following Second Amendment to the Seventh Amended Declaration of Restrictions for Bradford Creek has been approved by more than seventy-five percent (75%) of the Owners; and

NOW THEREFORE, pursuant to the foregoing, the Seventh Amended Declaration of Restrictions for Bradford Creek is hereby amended as follows:

1. Section 1 of the Declaration is amended by adding a new subsection F. to read as follows:

F. Dwelling@ shall mean the dwelling house constructed on a Lot.

2. Section 5 is amended by adding a new Subsection (L) to read as follows:

(L) The following restriction shall apply to the lease or rental of any Dwelling:

(i) Limit on Number of Leased Dwellings. In order to insure that the residents within the Development share the same proprietary interest in and respect for the Dwellings and the Common Areas, no more than eleven (11) Dwellings at any given time, may be leased or rented for exclusive occupancy by one or more non-owner tenants. For purposes of this Subsection (L), a Dwelling is exclusively occupied by one or more non-owner tenants, if the Owner of the

JAN 25 2006

RECORDER OF MARION COUNTY

01/25/06 09:15PM MARION COUNTY RECORDER JAN 20:00 PAGE 1 6  
Inst # 2006-0009667

Dwelling does not also correspondingly occupy the Dwelling as his/her principal place of residence. Prior to the execution of any lease, and in addition to the requirements set forth in this Subsection (L), the Dwelling Owner must notify the Board or the Board=s agent as to the Owner's intent to lease his/her Dwelling. After receiving such notice, the Board or the Board=s agent shall advise the Owner if the Dwelling may be leased or whether the maximum number of Dwellings within the Development is currently being leased. If the maximum number of Dwellings is already being leased, the Board 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, the Owner of that Dwelling shall immediately notify the Board or the Board=s agent of such fact and that Dwelling 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 Dwellings. An Owner on the waiting list who obtains the opportunity to rent or lease his/her Dwelling, must present an executed lease to the Board or to the Board=s agent, within sixty (60) days of the date of notice that he/she may rent or lease the Dwelling, or that Owner will forfeit his/her position on the waiting list.

(ii) 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. No portion of any Dwelling other than the entire Dwelling may be leased for any period. No subleasing is permitted. No Owner will be permitted to lease or rent his/her Dwelling, if the Owner is delinquent in paying any assessments or other charges due to the Association at the time the lease is entered. 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, 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. The Dwelling 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 shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

(iii) 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 Subsection (L), to an Owner if the Board determines that the Owner is actively and in good faith trying to sell or otherwise dispose of his Dwelling 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:

- (1) death of a Owner;
- (2) divorce of an Owner;

- FROM
- (THU)MAR 16 2006 10:10/ST:TU:U97N6.6812264011 P 4
- (3) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Development due to a change of employment or retirement; or
- (4) 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.

(iv) Six Month Waiting Period. In addition to all other provisions, for a period of at least six (6) months after an Owner's acquisition of a Dwelling, the Owner cannot rent or lease that Dwelling for exclusive occupancy by one or more non-owner tenants. After such time, said Dwelling will be eligible to be leased if all other conditions are satisfied. In the case of the transfer of ownership of a Dwelling, 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, must meet all requirements the same as other Owners who are not exempted.

(v) 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 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 Corporation for payments of assessments.

(vi) Approval of Form of Lease. Any Owner desiring to enter into a lease for his/her Dwelling shall submit the form of the proposed lease to the Board (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Subsection (L). The Board may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the form of the lease within thirty (30) days after submission by the applicant, 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 by the Owner within thirty (30) days after execution.

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

(viii) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any Dwelling of an Owner who, at the time of recording this provision, is renting or leasing said Dwelling for exclusive occupancy by one or more non-owner tenants, so long as such Dwelling 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 within thirty (30) days after the recording of

this document and shall furnish a copy of any subsequent lease within thirty (30) 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 shall result in said Owner's Dwelling 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 which falls under the exception of this Subsection (L) shall, nevertheless, be counted as one of the eleven (11) maximum Dwellings that may be rented at any given time even though such maximum does not apply to restrict such excepted Dwelling.

(ix) Institutional Mortgages. The provisions set forth in this Subsection (L) shall not apply to any institutional mortgage holder of any Dwelling 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 the Bradford Creek Homeowners Association, Inc. hereby certify that the signatures of more than seventy-five percent (75%) of the Owners of Lots in Bradford Creek have been obtained in writing in support of this amendment and they further certify that all other conditions precedent to the amendment of this Declaration have been fulfilled and satisfied.

Executed this 19<sup>th</sup> day of January, 2006.

BRADFORD CREEK HOMEOWNERS ASSOCIATION, INC.

By Angie Gallo  
Angie Gallo, President

Attest:

Jean Godsman  
Jean Godsman, Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

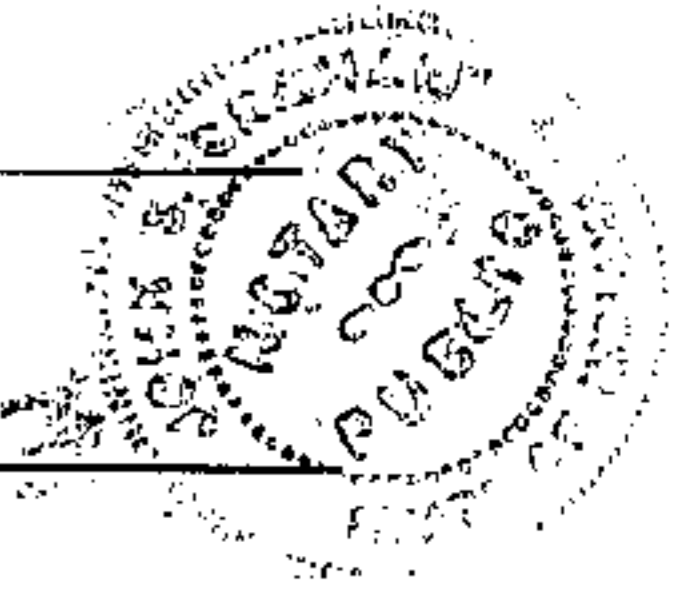
Before me, a Notary Public in and for said County and State, personally appeared Angie Gallo, President of Bradford Creek Homeowners Association, Inc. and Jean Godsmar, Secretary of Bradford Creek Homeowners Association, Inc. who acknowledged the execution of the foregoing Second Amendment to the Seventh Amended Declaration of Restrictions for Bradford Creek.

WITNESS my hand and notarial seal this 19<sup>th</sup> day of January, 2006.

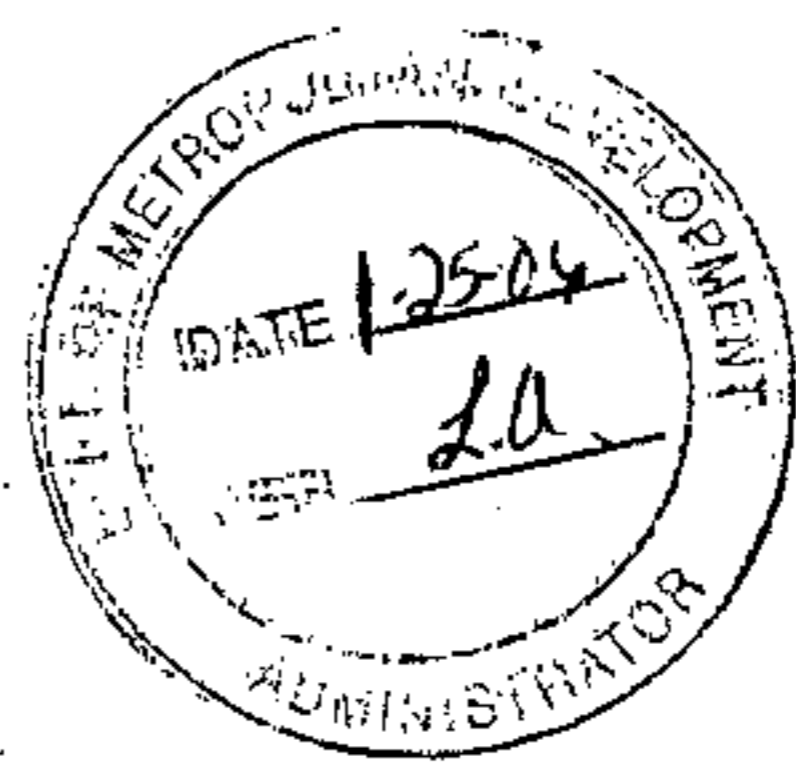
My Commission expires:

5-2-07

[Signature]  
Notary Public  
John S. Godsmar  
Printed  
Residing in Hamilton  
County, Indiana



\*  
Prepared By: send to: Stephen B. Buschmann, 151 N. Delaware St, Suite 1900, Indianapolis, IN 46204



Prescribed by the  
State Board of Accounts  
(2005)

County Form 170

**Declaration**

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

- 1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
- 2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

  
 \_\_\_\_\_  
 Signature of Declarant

Laura Conway  
 \_\_\_\_\_  
 Printed Name of Declarant