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MARION COUNTY AUDITOR

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**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

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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;

