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**Cross-Reference:**

**Woods at Traders Point, Final Plat, Instrument No. 2015-00011411**

**Woods at Traders Point, Declaration of Covenants, Instrument No. 2015-00011410**

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**FIRST AMENDMENT**

**to the**

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**for**

**WOODS AT TRADERS POINT**

COMES NOW the Woods at Traders Point Homeowners Association, Inc., by its Board of Directors, on this \_\_\_\_ day of \_\_\_\_\_, 2020, and states as follows:

**WITNESSETH THAT:**

**WHEREAS**, the residential community in Marion County, Indiana commonly known as Woods at Traders Point was established upon the recording of certain documents with the Office of the Recorder for Marion County, Indiana, and

**WHEREAS**, the Plat for Woods at Traders Point, Final Plat, was recorded with the Office of the Marion County Recorder on February 6, 2015, as **Instrument No. 2015-00011411**; and

**WHEREAS**, the foregoing Plat contained covenants which run with the land, namely the Declaration of Covenants, Conditions and Restrictions for Woods at Traders Point ("Declaration"), recorded in the office of the Marion County Recorder on February 6, 2015, as **Instrument No. 2015-00011410**; and any amendments thereto, which state that by taking a deed to any Lot as set forth on any of the above listed Plats for the Woods at Traders Point development, each owner will become a mandatory member of Woods at Traders Point Homeowners Association, Inc., an Indiana nonprofit corporation (Association"); and

**WHEREAS**, the Association was incorporated pursuant to the above listed Declaration as a non-profit corporation pursuant to the Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on January 13, 2015; and

**WHEREAS**, Article XI, Section 11.4, of the Declaration states: “*This Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of the County in which the Property is located, approved and signed by the then Owners of at least seventy-five percent (75%) of the Lots*”; and

**WHEREAS**, Indiana Code 23-17-10-8 states that any action that may be taken at a meeting of the members may be taken without a meeting if the corporation delivers a written ballot containing the required information as set forth in the statute to every member entitled to vote on the matter; and

**WHEREAS**, in lieu of a meeting, the Association delivered proper written ballots to all seventy (70) of its members, and the Association received a total of sixty-four (64) valid votes for this proposed amendment, with fifty-three (53) voting in favor of the amendment, and eleven (11) voting against the amendment (See voting ballots attached as (“**Exhibit A**”)); and

**WHEREAS**, in accordance with Article XI, Section 11.4, of the Declaration, the Members of Woods at Trader Point Homeowners Association, Inc. now amend and/or change the Declaration to read as follows:

***Article VI, Section 6.3, of the Covenants is amended to read as follows:***

**Section 6.3 Leasing.** Except as provided in this covenant, and to maintain the congenial and residential character of the Woods at Traders Point, and for the protection and maintenance of property values by encouraging the maintenance, improvement and updating of the Lots within the Woods at Traders Point community, each home in the Woods at Traders Point must be “Owner-Occupied”, which means the titled Owner of the home (i.e. the name on the deed) must live in the home.

The term “Owner-Occupied” does not include the representatives, employees, agents or guests of a corporation, partnership, or other entity. In addition, titled Owner(s), or their agent or representative, cannot rent, lease, sell on contract, lease to own, or enter into any other form of agreement that would allow a non-owner to use a home in the Woods at Traders Point subdivision as their primary residence without the Owner also being present in the home.

If a current Owner in the Woods at Traders Point is renting or leasing his home or selling his home on contract on the date this Owner-Occupancy restriction goes into effect, then that Owner may continue to rent, lease, or sell his home so long as he continues to own the home. However, once the current Owner transfers title to the home to another Owner, or stops renting or leasing the home, or selling the home on contract, then the home must be Owner-Occupied as provided in this Section 6.3. Any current Owner renting or leasing his home must rent or lease the whole home (no room or partial home rentals or leases) to a single family for a period of at least six (6) months and no more than one (1) year without automatic renewal, must provide a copy of the Covenants to the tenant and inform the tenant that failure to comply with the covenants and restrictions in the Covenants is a default under the rental or lease agreement, and must provide the Association with a copy of the rental or lease agreement (amounts redacted) within thirty (30) days of signing the rental or lease agreement. Short-term rentals of thirty (30) days or less, and group, room or partial home leases or rentals are strictly prohibited at any time.

The Board may approve a hardship exception to this restriction if requested in writing by the titled Owner. A request for a hardship exception must state the reason(s) for the hardship exception request, such as, but not limited to, temporary or permanent job transfer or relocation, military deployment, etc. The Board may request further information regarding a request and may ask the Owner to modify the terms of his request before making a final decision on whether to grant or deny the request. Once an Owner has submitted a request for a hardship exception to the Board, the Board has thirty (30)

days from the date of receiving the request to make a ruling on the request. If the Board does not rule on the request within that time-period, then the request is automatically denied. A decision of whether to grant a hardship exception is strictly within the sole discretion of the Board; however, a hardship exception for investment purposes, short-term rentals of thirty (30) days or less, and group, room or partial home leases or rentals is strictly prohibited and will not be approved.

However, this restriction is not intended to prevent residents whose primary residence is in the Woods at Traders Point, but who are not the titled Owner of their home as the result of estate planning, such as placing their home in a trust or in a relative's name, reserving a life estate, or Medicaid planning, from living in the Woods at Traders Point. In this situation, the residents and Owner will be considered in compliance with this covenant so long as the residents living in the home are related to the Owner, do not pay rent or other form of compensation to the Owner in return for living in the home, and the residents and Owner also follows all remaining restrictions in this provision.

For any Owner who is not renting or leasing his home or selling his home on contract on the date this Owner-Occupancy restriction goes into effect, but thereafter enters into a lease agreement, rental agreement, or other form of agreement that violates this covenant or would allow a non-owner to reside in a home in the Woods at Traders Point subdivision without the Owner being present, those agreements will be voidable in the sole discretion of the Association's Board of Directors.

This Owner-Occupancy restriction takes effect on the date this covenant amendment is recorded with the Marion County Recorder's Office. This provision does not apply to institutional mortgagees of any home in the Woods at Traders Point which comes into possession of the home due to foreclosure, judicial sale, or deed-in-lieu of foreclosure. Any Owner, or his tenant, lessee, or non-owner occupant, found to be in violation of any portion of this covenant by a court of competent jurisdiction will be permanently banned from renting or leasing his home.

***All other provisions of the Declaration of Covenants, Conditions and Restrictions for Woods at Traders Point remain unchanged;***

***The foregoing amendments will run with the land and will be binding upon all owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to these covenants.***

**[End of Amendment]**

The undersigned hereby certifies that this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Woods at Traders Point was duly approved and passed by at least seventy-five percent (75%) of the Members in Woods at Traders Point who casted votes for that purpose in accordance with Article XI, Section 11.4, of the Declaration.

WOODS AT TRADERS POINT HOMEOWNERS ASSOCIATION, INC.

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Director

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Director

STATE OF INDIANA                     )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, in his capacity of Board President of Woods at Traders Point Homeowners Association, Inc., who having been duly sworn, under the penalties of perjury, acknowledge the execution of the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for Woods at Traders Point and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

Signature

County of Residence:

\_\_\_\_\_

\_\_\_\_\_

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. – David E. Jacuk***

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This document was prepared by and should be returned to:

**David E. Jacuk, Kovitz Shifrin Nesbit, 6125 S. East St., Ste. A, Indianapolis, Indiana 46227**

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