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2 **Cross-Reference:**

- 3 Wakefield, Section I (Plat), Instrument #95023082 (Plat Cabinet C, Page 743 ABCD)
4 Wakefield, Section II (Plat), Instrument # 98004483 (Plat Cabinet D, Page 104 ABCDEF)
5 Wakefield, Section III (Plat), Instrument # 1999-000150 (Plat Cabinet D, Page 168 ABCD)
6 Wakefield, Section IV (Plat), Instrument # 2000-004636 (Plat Cabinet D, Page 277 ABC)
7 Wakefield, Declaration of Covenants, Instrument #95023081
8 Wakefield, First Amendment to the Declaration of Covenants, Instrument #98004395
9 Wakefield, Second Declaration of Covenants, Instrument #98004808
10 Wakefield, Second Amendment to the Declaration of Covenants, Instrument #1999-000150
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09/11/2017
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JILL L JACKSON
JOHNSON COUNTY
RECORDER
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PAGES: 6

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15 **AMENDMENT**

16
17 to the

18
19 **DECLARATION OF COVENANTS AND RESTRICTIONS**

20 of

21 **WAKEFIELD**

22
23
24 The Wakefield Homeowners Association, Inc., by its Board of Directors, on this 6th day
25 of September, 20 17, states the following:
26
27

28 **INTRODUCTION**

29
30 The residential community in Johnson County, Indiana, commonly known as Wakefield was
31 established upon the recording of certain Plats and other documents with the Office of the Recorder for
32 Johnson County, Indiana; and
33

34 The Plat for Wakefield, Section I, was recorded with the Office of the Johnson County Recorder
35 on December 8, 1995, as Instrument #95023082, found in Plat Cabinet C, Page 743 ABC & D; and
36

37 The Plat for Wakefield, Section II, was recorded with the Office of the Johnson County Recorder
38 on February 20, 1998, as Instrument #98004483, found in Plat Cabinet D, Page 104 ABCDE & F; and
39

40 The Plat for Wakefield, Section III, was recorded with the Office of the Johnson County Recorder
41 on July 7, 1999, as Instrument #1999-00356, found in Plat Cabinet D, Page 168 ABC&D; and
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43 The Plat for Wakefield, Section IV, was recorded with the Office of the Johnson County
44 Recorder on March 3, 2000, as Instrument #2000-004636, found in Plat Cabinet D, Page 277 AB&C;
45 and
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47 The Plats are subject to the covenants contained in the Declaration of Covenants and Restrictions
48 of Wakefield ("Declaration"), recorded in the office of the Johnson County Recorder on December 8,



49 1995, as **Instrument # 95023081**, amended by the First Amendment to the Declaration, recorded
50 February 20, 1998, as **Instrument #98004395**, and the Second Declaration of Covenants and
51 Restrictions, recorded on February 25, 1998, as **Instrument #98004808**, and the Second Amendment to
52 the Declaration, recorded January 6, 1999, as **Instrument #1999-000150**; and

53
54 The Declaration states that by taking a deed to any lot as set forth on any of the Plats for the
55 Wakefield development, each owner becomes a mandatory member of the subdivision's homeowner's
56 association known as Wakefield Homeowners Association, Inc. ("Association"), an Indiana nonprofit
57 corporation; and

58
59 The Association was incorporated as provided in the Declaration as a non-profit corporation by
60 the Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on November 29,
61 1995; and

62
63 The Declaration, Article IX, Section 9.1(v), states a material amendment to the Declaration may
64 be made if approved "by a vote of two-thirds (2/3) in the aggregate of both classes of members of the
65 Association and fifty-one percent (51%) of all Mortgagees who have given prior notice to the Board of
66 Directors of the Association in accordance with the provisions of the foregoing Section 8.1"; and

67
68 There are no Class B members remaining, and no Mortgagees have given notice to the Board;
69 therefore, a material amendment would need a two-thirds (2/3) vote of the Class A members, or Owners,
70 to be approved; and

71
72 There are two hundred seventy-three (273) Lot Owners in Wakefield, which means the
73 amendment needed one hundred eighty-two (182) votes to pass. The Association collected ballots signed
74 by the Owners, and one hundred eighty-seven (187) Owners voted to approve the amendment, while
75 twenty-four (24) Owners voted against the amendment, which means the amendment passed; and

76
77 Due to their numerous page size, the ballots will not be recorded, but will be kept in the records
78 of the Association; and

79
80 **AS A RESULT**, the following amendments to the Declaration are hereby adopted and approved
81 by the Members under the authority granted to the Association by the Declaration.

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[End of Introduction]

[Remainder of Page Left Blank]

89 *Section 2.6(O) of the Declaration will be deleted and replaced with the following language:*

90

91 **O. Renting or Leasing.** For the purpose of maintaining the congenial and residential
92 character of Wakefield, and for the protection and maintenance of property values by encouraging the
93 maintenance, improvement and updating of the Lots within the Wakefield community, titled Owners, or
94 their agent or representative, cannot rent or lease any home in the Wakefield subdivision except as
95 provided within this covenant. Except as set forth in this covenant, each home in Wakefield must be
96 "Owner Occupied" only by the titled Owner(s) and the titled Owner's spouse or significant other,
97 dependent children, live-in caretaker, and any temporary visitors and guests, so long as the titled
98 Owner(s) also lives in the home. The term "Owner Occupied" does not include the representatives,
99 employees, agents or guests of a corporation, partnership, or other entity, nor does it include contract
100 purchasers.

101 If a current Owner is renting his home in Wakefield on the date this rental restriction goes into
102 effect, then that Owner may continue to rent his home so long as he owns the home. However, once the
103 Owner transfers title to the home to another Owner, or stops using the home as a rental property, then the
104 home must comply with this covenant and be occupied only by the titled Owner(s) and the titled Owner's
105 spouse or significant other, dependent children, live-in caretaker, and any temporary visitors and guests,
106 so long as the titled Owner(s) also lives in the home. All leases must be in writing, for a period of at least
107 six (6) months and no longer than one (1) year, must inform the renter that failure to comply with the
108 terms of the Declaration is a default under the lease, and the Owner(s) must provide the Association with
109 a copy of the lease (amounts redacted) within thirty (30) days of signing the lease.

110 For any Owner who is not renting his home in Wakefield on the date this rental restriction goes
111 into effect, but thereafter enters into a lease agreement, rental agreement, purchase contract, or similar
112 document, those agreements or contracts shall be voidable in the sole discretion of the Association's
113 Board of Directors.

114 The Board may approve a hardship exception to this restriction in writing when deemed
115 reasonably appropriate by the Board under the particular circumstances, such as for estate planning or to
116 comply with state or federal laws. A decision of whether to grant a hardship exception is made on a case
117 by cases basis and is strictly within the sole discretion of the Board. The Board's decision to grant or to
118 not grant a hardship exception may not be overturned by any court unless the decision is shown to violate
119 federal or state law.

120 This restriction on renting and leasing takes effect on the date this covenant amendment is recorded with
121 the Johnson County Recorder's Office. This provision does not apply to institutional mortgagees of any
122 home in Wakefield which comes into possession of the home by reason of foreclosure, judicial sale, or
123 deed-in-lieu of foreclosure. Any Owner, or their tenant or lessee, found to be in violation of any portion
124 of this covenant or the Declaration by a court of competent jurisdiction will be permanently banned from
125 renting his property in Wakefield.

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[End of Amendment]

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We certify that this Amendment to the Declaration of Covenants, Conditions and Restrictions of Wakefield was approved by at least two-thirds (2/3) of the Members as required by the Declaration.

WAKEFIELD HOMEOWNERS ASSOCIATION, INC.

Kimberly Duffie
President

9-6-17
Date

Kimberly Duffie
Printed Name of Director

ATTEST:

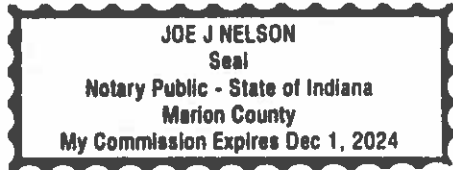
Melanie Piper
Secretary

9/6/17
Date

Melanie Piper
Printed Name of Director

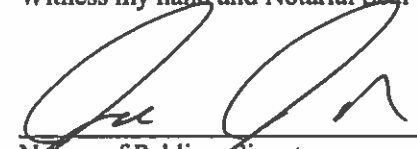
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STATE OF INDIANA
Marion)
COUNTY OF JOHNSON)



Before me a Notary Public in and for said County and State, personally appeared Kimberly Duffie and Melanie Piper, the President and Secretary, respectively, of Wakefield Homeowners Association, Inc., who acknowledged execution of the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions for Wakefield, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 6th day of September, 2017.


Notary of Public / Signature
Joe J Nelson
Printed

Marion
County of Residence
Dec. 1, 2024
Date Commission Expires

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. -Scott A. Tanner

This document was prepared by and should be returned to:
Scott A. Tanner, TANNER LAW GROUP, 6125 S. East St., Suite A, Indianapolis, IN 46227
