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TERESA K. PETRO
JOHNSON COUNTY RECORDER
REC. FEE: 25.00
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RECORDED AS PRESENTED

Cross Reference:

Greenwood Trace, Section One (Plat), Instrument #2007-026624

Greenwood Trace, Declaration of Covenants, Restrictions and Easements, Instrument #2007-024683

FIRST AMENDMENT

to the

DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR GREENWOOD TRACE

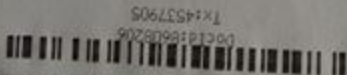
COMES NOW the Greenwood Trace HOA, Inc., by its Board of Directors, on this 5 day of October, 2022, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Johnson County, Indiana commonly known as Greenwood Trace was established upon the recording of certain documents with the Office of the Recorder of Johnson County, Indiana; and

WHEREAS, the Plat for Greenwood Trace was recorded with the Office of the Johnson County Recorder on November 1, 2007, as Instrument #2007-026624; and

WHEREAS, the Plat for Greenwood Trace contains covenants which run with the land, namely the Declaration of Covenants, Restrictions and Easements for Greenwood Trace ("Declaration"), recorded in the office of the Johnson County Recorder on October 9, 2007, as Instrument #2007-024683; 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 Greenwood Trace development, each owner will become a mandatory member of the Greenwood Trace HOA, Inc., and Indiana nonprofit corporation ("Association"); and



WHEREAS, the Association was incorporated pursuant to the above listed Declaration as a nonprofit corporation pursuant to Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on November 2, 2011; and

WHEREAS, the Declaration, Article X GENERAL PROVISIONS, Section 10.8 states proposed amendment(s) must be approved by at least a two-thirds (2/3) majority of the current owners in Greenwood Trace voting at a meeting where quorum, as set forth in the BYLAWS OF GREENWOOD TRACE HOA, INC. ("Bylaws") Article III Meeting of Members, Section 4. Quorum, is present in person or by proxy; and

WHEREAS, the Bylaws, Article III Meeting of Members, Section 4. Quorum, states the quorum for the meeting of owners is one-tenth (1/10th) of the votes of each class of membership; and

WHEREAS, the Association held an owner meeting on September 27, 2022, to vote on and approve the proposed amendment(s). There are a total of eighty-two (82) owners in Greenwood Trace, which means at least fifty-five (55) owners had to vote in person, by proxy, or ballot, at this meeting. Ten (10) members were present at this meeting and forty-seven (47) members voted by proxy. Quorum was achieved; and

WHEREAS, of the fifty-seven (57) owners voting at this meeting, a total of fifty-seven (57) owners voted in favor of the amendment and zero (0) owners voted against the amendment (see voting ballots attached as Exhibit "A"). As a result of the votes cast, more than a majority of the owners voting at this duly called and constituted meeting approved the proposed amendment as required by Article X GENERAL PROVISIONS, Section 10.8, of the Declaration; and

WHEREFORE, in accordance with the Declaration, Article X GENERAL PROVISIONS, Section 10.8, the owners of Greenwood Trace now amend or change the Declaration to read as follows:

Article III, Section 3.4, of the Declaration is hereby added to the Declaration and reads as follows:

- 3.4 For the purpose of maintaining the congenial and residential character of Greenwood Trace, for the protection and maintenance of property values by encouraging the maintenance, improvement, and updating of the Lots within the Greenwood Trace community, and in an effort to limit investment purchasers, institutional buyers, and others from buying properties within the Greenwood Trace subdivision for the purpose of leasing or renting the properties in the subdivision, all residences in the Greenwood Trace development must be OWNER-OCCUPIED for a minimum of four (4) years from the date the Owner takes title to a property within the Development. The term "Owner-Occupied" means that the home must be occupied by the titled

Owner (i.e. the name on the lot's deed), and also includes the titled Owner's spouse or significant other, the titled Owner's dependent children, the titled Owner's live-in caretaker, and any temporary visitors and guests of the titled Owner (so long as the titled Owner also lives in the home). The term "Owner-Occupied" does not include the representatives, employees, agents, tenants, or guests of a corporation, partnership, or other entity, including real estate investment trust and similar real estate purchasers.

Except as provided in this Section 3.4, during this four (4) year period of required Owner-Occupancy, a home may NOT be occupied by anyone renting, leasing, leasing to own, or purchasing on contract the home. Any lease, rental agreement, purchase contract, or similar document entered into during the Owner-Occupancy period shall be voidable in the discretion of the Association's Board of Directors.

The Board may approve a hardship exception to this restriction when deemed reasonably appropriate by the Board under the particular circumstances. Examples of a hardship may include job transfer, divorce, military deployment, medical issues, estate planning issues, etc. An owner must submit a written request for a hardship exception to the Board, and the request must contain the Owner's reason(s) for requesting the hardship exception along with supporting information, if any. A decision of whether to grant a hardship exception is strictly within the discretion of the Board and may not be overturned by any court unless it is shown to violate Federal or State law. Please note that not being aware of this leasing restriction at the time of purchase is not considered a hardship.

Once the four (4) year Owner-Occupancy period has expired, the titled Owner of a lot may lease the property. All leases must: a) be in writing; b) be for a period of at least one (1) year; and c) inform the renter that failure to comply with the terms of the Declaration is a default under the lease. The Owner must provide the Association with a copy of the lease (dollar amounts redacted) within thirty (30) days of signing the lease agreement or upon request from the Association.

This restriction takes effect on the date this covenant amendment is recorded with the Johnson County Recorder's Office. This restriction will apply to all Owners taking deeded title to a property in Greenwood Trace after this covenant is recorded. Any Owner taking deeded title to a property within Greenwood Trace before this covenant is recorded will not be subject to the four (4) year Owner-Occupancy restriction. Likewise, this provision does not apply to institutional mortgagees (i.e. bank or other lender) of any home in Greenwood Trace which comes into possession of the home reason of foreclosure, judicial sale, or deed-in-lieu of foreclosure. Any Owner found to be in violation of any portion of this covenant by a court of competent jurisdiction will be permanently banned from renting its property.

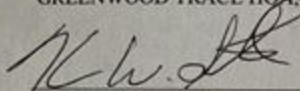
All other provisions of the Declaration of Covenants, Restrictions and Easements of Greenwood Trace Subdivision Section One and Subsequent Sections Thereto remain unchanged;

The foregoing amendment 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, Restrictions and Easements for Greenwood Trace Subdivision Section One and Subsequent Sections Thereto was duly approved and passed by at least a two-thirds (2/3) majority vote of the Lot owners voting at a meeting in person, by proxy or ballot, where at least a quorum of the Lot owners, as set forth in Article X GENERAL PROVISIONS, Section 10.8 of the Declaration, was present, and all other requirements of the Declaration have been satisfied.

GREENWOOD TRACE HOA, INC.



Kevin W. Schott, President


10/5/22

Date

Kevin W. Schott

Name, Printed

ATTEST:



Calvin L. Nelson, Vice President

10/5/22

Date

Calvin L. Nelson

Name, Printed

STATE OF INDIANA)
)
COUNTY OF JOHNSON)

Before me a Notary Public in and or said County and State, personally appeared Kevin W. Schott and Calvin L. Nelson, the President and Vice-President, respectively, of the Greenwood Trace HOA, Inc., who acknowledged execution of the foregoing First Amendment to the Declaration of Covenants, Restrictions and Easements for Greenwood Trace Subdivision Section One and Subsequent Sections thereto and who, having been duly sworn, state that the representations contained herein are true.

Witness my hand and Notarial Seal this 5 day of October, 2022.

Jennifer Morgan
Notary Public - Signature

Jennifer Morgan
Name, Printed

Johnson
County of Residence

Dec 13 2025
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. - Valerie A. Cowan

This document was prepared by and should be returned to:

Valerie A. Cowan, V.A. Cowan Law, LLC, P.O. Box 90379, Indianapolis, IN 46290