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Cross-Reference:
Stoneybrook Springs, Section 1 (Plat), Instrument #89007406 (Plat Book C, Page 422 A&B)
Stoneybrook Springs, Section 2 (Plat), Instrument #90008676 (Plat Book C, Page 460 A&B)
Stoneybrook Springs, Section 3 (Plat), Instrument #91004079 (Plat Book C, Page 499 A&B)
Stoneybrook Springs, Section 4 (Plat), Instrument #92018901 (Plat Book C, Page 553 A&B)
Stoneybrook Springs, Declaration of Covenants, Instrument #89014219 (Misc. Book 61, Page 819)

AMENDMENTS

to the

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
STONEBROOK SPRINGS

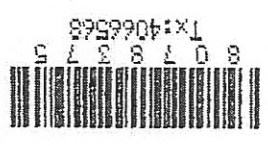
The Stoneybrook Springs Homeowners Association, Inc., by its Board of Directors, on this 27
day of April, 20 17, states the following:

INTRODUCTION:

The residential community in Johnson County, Indiana, commonly known as Stoneybrook Springs was established upon the recording of certain Plats and other documents with the Office of the Recorder for Johnson County, Indiana; and

The Plat for Stoneybrook Springs, Section 1, was recorded with the Office of the Johnson County Recorder on June 22, 1989, as Instrument #89007406 (Plat Book C, Page 422 A&B); and

The Plat for Stoneybrook Springs, Section 2, was recorded with the Office of the Johnson County Recorder on July 5, 1990, as Instrument #90008676 (Plat Book C, Page 460 A&B); and



87 *Paragraph 4(A) of the Declaration is amended to read as follows:*

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89 **4. Remedies.**

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91 **A. In General.** After complying with the Grievance Resolution Procedures set forth in
92 IC 32-25.5-5, any party subject to this Declaration, including the Association or any individual
93 owner, may proceed at law or in equity to prevent the occurrence, recurrence or continuation of
94 any violation of the Declaration or any properly adopted rules, regulations, policies, procedures
95 or guidelines of the Association. However, neither the Association nor any of its committees,
96 directors or officers may be held liable for damages of any kind, including legal fees and costs,
97 to any owner or person for failing to enforce or carry out any of the provisions of the Declaration
98 or adopted rules, regulations, policies, procedures or guidelines of the Association.

99 If the Association takes any action to enforce any provision or restriction in the
100 Declaration, Articles, Bylaws, or properly adopted rules, regulations and architectural guidelines
101 of the Association, including preparing and sending violation letters, towing vehicles, self-help,
102 or filing a legal action in the courts, then the Association will be entitled to reimbursement from
103 the party or parties found to be in violation of a covenant, rule or guideline for all of the
104 Association's damages, costs and expenses, including reasonable attorney fees, administrative
105 charges by a management agent, and court costs, for the enforcement action, except those
106 expenses and attorney's fees that are excluded by the Grievance Resolution Procedure.
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109 *Paragraph 5(H)(ii) of the Declaration is amended to read as follows:*

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111 **5. Covenants for Maintenance Assessments.**

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113 **H. Non-payment of Assessments; Remedies of the Association.**

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115 **(ii)** If any assessment on a lot is not paid within thirty (30) days after its
116 due date, the assessment may bear interest from the day it becomes delinquent at a
117 rate no greater than the current statutory maximum annual interest rate. In lieu of
118 interest, the Association may impose reasonable late fees on all delinquencies.
119 The Board will determine the amount of the late fee, the time period before the
120 late fee is imposed, the rate of the late fee (i.e. annually, monthly, quarterly, etc.)
121 and to make any other provisions for late fees and/or interest charges on late
122 payments as the Board, in its sole discretion, deems appropriate. The Board may
123 also adopt specific collection procedures to be used in collecting assessments and
124 pursuing delinquent accounts.

168 within the sole discretion of the Board, and may not be overturned by any court unless shown to
169 violate federal or state law.

170 However, this "Owner-Occupancy" restriction is not intended to prevent residents whose
171 primary residence is in Stoneybrook Springs, but who are not the titled Owner of their home as
172 the result of estate planning, such as placing their home in a trust, reserving a life estate, or
173 Medicaid planning, from living in Stoneybrook Springs. In this situation, the Owner will be
174 considered in compliance with this covenant so long as the Owner also follows all remaining
175 restrictions in this provision.

176 Once the five (5) year Owner-Occupancy period has expired, the titled Owner(s) of a lot
177 may lease his property, but all leases must be in writing, for a period of at least one (1) year,
178 must inform the renter that failure to comply with the terms of the Declaration is a default under
179 the lease, and the Owner(s) must provide the Association with a copy of the lease (amounts
180 redacted) within thirty (30) days of executing the lease.

181 This rental restriction takes effect on the date this covenant is recorded with the Johnson
182 County Recorder's Office. This rental restriction will apply to all Owners taking deeded title to
183 a property in Stoneybrook Springs after this covenant is recorded. Any Owner taking deeded
184 title to a property within Stoneybrook Springs before this covenant is recorded will not be
185 subject to the five (5) year owner-occupancy restriction, but will be subject to all other
186 provisions of this covenant. Likewise, this provision does not apply to institutional mortgagees
187 of any home in Stoneybrook Springs which comes into possession of the home due to
188 foreclosure, judicial sale, or deed-in-lieu of foreclosure. Any Owner found to be in violation of
189 any portion of this covenant or the Declaration by a court of competent jurisdiction will be
190 permanently banned from renting his property.

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193 *All other provisions of the Declaration of Covenants, Conditions and Restrictions of*
194 *Stoneybrook Springs remain unchanged;*

195

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

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[End of Amendments]

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