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JILL L JACKSON
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Cross-Reference:

Heron Ridge (Plat), Instrument #1999-003823 (Plat Book D, Page 171 A-D)
Heron Ridge, Declaration of Covenants, Instrument #1999-003375

SEVENTH AMENDMENT

to the

DECLARATION OF COVENANTS AND RESTRICTIONS

of

HERON RIDGE SUBDIVISION

COMES NOW the Heron Ridge Homeowners Association, Inc., by its Board of Directors, on this 12th day of SEPTEMBER, 2016, and states as follows:

WITNESSETH THAT:

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

WHEREAS, the Plat for Heron Ridge was recorded with the Office of the Recorder of Johnson County, Indiana, on February 1, 1999, as Instrument #1999-003823 (Plat Book D, Page 171 A-D); and

WHEREAS, the foregoing Plat contains covenants which run with the land located in the Declaration of Covenants and Restrictions of Heron Ridge Subdivision (“Declaration”), recorded in the Office of the Recorder of Johnson County, Indiana, on January 28, 1999, as Instrument #1999-003375; and any amendments thereto, which state that by taking a deed to any Lot as set forth on the Plat for the Heron Ridge development, each owner will become a mandatory member of the Heron Ridge 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 Articles of Incorporation (“Articles”) filed with, and approved by, the Indiana Secretary of State on January 22, 1999; and

WHEREAS, the Declaration, Article XVII, states “*Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners.*”; 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-four (74) of its members, and the Association received sixty-five (65) votes, which constitutes more than seventy-five percent (75%) of the owners; and

WHEREAS, all sixty-five (65) owners voted “yes” on all of the proposed amendments, which means the proposed amendments were approved by more than the required seventy-five percent (75%) in the aggregate of the votes of all Owners as required by Article XVII of the Declaration; and

WHEREAS, the ballots and signatures of the voting Owners are attached to this Amendment as “Exhibit A”; and

WHEREFORE, in accordance Article XVII of the Declaration, the Owners in Heron Ridge now amend the Declaration as follows:

The Amendment to the Declaration recorded May 20, 2005, as Instrument #2005-013095, incorrectly stated it added “Section 40” when it should have stated it added “Section 41”. Therefore, that Amendment is corrected to read as follows:

“the Board of Directors is adding Article X, Section 41, as follows:”

The Amendment to the Declaration recorded May 24, 2006, as Instrument #2006-013028, incorrectly stated it added “Section 41” when it should have stated it added “Section 42”. Therefore, that Amendment is corrected to read as follows:

“the Board of Directors is adding Article X, Section 42, as follows:”

Article 1, Section 1(s), of the Declaration is amended to read as follows:

(s) “Lot Owner” means the record Owner, whether one or more Persons, of the fee simple title to any Lot (i.e. the name on the deed), and does not include or mean a mortgagee or any person(s) or entities which hold interest in any Lot or property in this Development merely as security for the performance of an obligation.

Article X, Section 41, of the Declaration is amended to read as follows:

Section 41. Owner-Occupancy Requirement. For the purpose of maintaining the congenial and residential character of Heron Ridge, and for the protection and maintenance of property values by encouraging the maintenance, improvement and updating of the Lots within the Heron Ridge community, no home in Heron Ridge may be leased, rented, leased to own, etc. Except as otherwise provided in this covenant, each home in Heron Ridge must be “Owner-Occupied” only by the titled Owner(s), the titled Owner’s spouse or significant other, the titled Owner’s immediate family members who are at least eighteen (18) years of age, the titled Owner’s live-in caretaker, and any temporary visitors and guests of the titled Owner, so long as the titled Owner(s) also lives in the home.

The term “Owner-Occupied” is not satisfied by the representatives, employees, agents or guests of a corporation, partnership, or other entity.

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

This Owner-Occupancy requirement takes effect on the date this covenant amendment is recorded with the Johnson County Recorder’s Office.

The Declaration is amended to read as follows:

All references to “lease or leased”, “rent or rented”, “tenant”, “renter”, “lessee”, and “licensee” in the Declaration, other than those in Section 41, are deleted.

All other provisions of the Declaration of Covenants and Restrictions of Heron Ridge Subdivision remain unchanged;

The foregoing amendment(s) 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 Amendments]

We certify that this Seventh Amendment to the Declaration of Covenants and Restrictions of Heron Ridge Subdivision was duly moved and passed by more than seventy-five percent (75%) of the Owners in accordance with Article XVII of the Declaration.

HERON RIDGE HOMEOWNERS ASSOCIATION, INC.

Thomas Trahan
President

9/12/16
Date

Thomas Trahan
Printed Name of Director

ATTEST:

James R. Martin
Secretary

9-12-2016
Date

James R. Martin
Printed Name of Director

STATE OF INDIANA)
)
COUNTY OF JOHNSON)



ROSEMARY ELISA JACKSON
Resident of Hancock County, IN
Commission Expires: Dec. 21, 2018

Before me a Notary Public in and for said County and State, personally appeared Thomas Truhan and JAMES R. MARTIN, the President and Secretary, respectively, of Heron Ridge Homeowners Association, Inc., who acknowledged execution of the foregoing Seventh Amendment to the Declaration of Covenants and Restrictions of Heron Ridge Subdivision, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 12 day of September, 2016.

Rosemary Elisa Jackson
Notary of Public - Signature

Hancock Co
County of Residence

Rosemary Elisa Jackson
Printed

Dec. 21, 2018
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
