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Trini Beaver
HAMILTON County Recorder IN
Recorded as Presented



**Rules and Regulations of the Woodgate Homeowners Association,
INC**

Carmel Indiana, Concerning Leasing of Dwellings

The Woodgate HOA board hereby gives notice to the certain Rules and Regulations, that it has adopted, and which apply to the Woodgate Subdivision in Carmel Indiana,

Witnesseth:

WHEREAS, the subdivision in Hamilton County, Indiana commonly known as Woodgate Subdivision of Carmel, IN was established upon the recording of the "Declaration of Covenants and Restrictions of Woodgate Subdivision of Carmel, In on July 15th, 2024.

WHEREAS, said declaration is binding to all properties not grandfathered into a rental agreement and are currently part of the HOA.

WHEREAS, the declaration, articles of incorporation, and the HOA's By-laws empower the HOA's board of directors to promulgate and adopt certain rules and regulations to govern the association and its members.

WHEREAS, pursuant to its powers under the Declaration, Articles of Incorporation, and By-Laws, the Association's Board has adopted these rules and Regulations concerning the Leasing of Dwellings via vote held from July 1st and ending on July 15th, 2024

See exhibit A for changes

IN WITNESS WHEREOF, we the Undersigned, do hereby execute these rules and Regulations, and hereby certify the truth of the facts herein stated, this 12th day of August, 2024.

Woodgate of Carmel, IN Homeowners Association

[Signature]
Signature

[Signature]
Signature

Amy Johnston
Printed

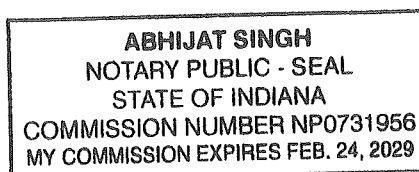
Lyndon C Stiff
Printed

State Of Indiana

County of HAMILTON

Before me a notary public in and for the said county and state personally appeared LYNDON C STIFF and AMY L JOHNSTON who acknowledged execution of the foregoing for the and on behalf of said corporation and members, who have been duly sworn, stated that the representations contained therein are true and correct.

[Signature]
12th AUG 2024



"I 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."

Prepared By: M. Meyer

(name) M. Meyer

E. Leasing Restrictions

I. General Purposes of Leasing Restrictions. The members of the Woodgate Home Owner's Association of Carmel Inc. (WG) recognize that an owner-occupant is both psychologically and financially invested in a home to a greater extent than a renter, and thus owner-occupants maintain their property better than renters generally. They also want to encourage residents to not only maintain property values but also to improve them and recognize that Owner occupants have more incentive to do so compared to non-owner occupants. Except as allowed within this Section E, occupants/residents of each Lot within WG can only consist of the Owner(s) and those who live with the Owner, or if the Owner(s) do not reside in the residence, residents must be members of the Owner's immediate family as defined in Section E II.

II. Immediate Family, Estate Planning, and Corporate Ownership. For purposes of this Section E, an Owner's immediate family may reside in the Residence Unit without the Owner(s) living in the Residence Unit. "Immediate family" of an Owner and member is defined to include the spouse, parents, children, grandparents, grandchildren, and partners/significant others. Occupancy by extended family members is prohibited unless they are residing with the Owner occupant.

Any Residence Unit owned by a Trustee or by a Fiduciary shall not be deemed to be a rental if the resident is the Trustee, the Fiduciary of an Estate, or a beneficiary of the Trust or Estate. The Trustee or Fiduciary shall submit a certificate to the Association indicating who is authorized to reside in the Residence Unit.

This certificate will indicate both who is authorized to vote on behalf of the corporation as well as who is authorized to reside in the Residence Unit. The resident and the designated representative for voting purposes must be the same individual. If they are not the same, Any Residence Unit owned by a corporate entity shall submit a certificate of designated representative to the Association. If the Residence Unit will be deemed a rental under the terms of this Section E.

III. Limits on the Number of Leased Residence Units ("Rental Cap"). No more than seven (7) of the WG Residence Units may be leased or rented to non-owner occupants at any given time, except as may be otherwise provided in this Section E. The Residence Units described in this Section E shall count

towards the seven (7) Residence Unit "rental cap". If at any time such a number of Residence Units are leased or rented, an Owner who wants to rent or lease his or her Residence Unit which is not already rented shall be placed upon a waiting list by the WG Board of Directors. When an existing tenant moves out, the Owner of that Residence Unit shall immediately notify the WG Board of Directors. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the WG Board of Directors or the Managing Agent as to that Owner's intent to lease his or her Residence Unit. After receiving such notice, the WG Board of Directors or the Managing Agent shall advise the Owner if his or her Residence Unit may be leased or whether the maximum number of Residence Units within WG is currently being leased. If the maximum number of Residence Units is being leased, the WG Board of Directors or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

IV. Effective Date of Rental Cap on Existing ("Grandfathered")

Rentals. Within fifteen (15) days after the date on which this Section is recorded with the Hamilton County Recorder (the "Recording Date"), the WG or Managing Agent shall provide written notice to all WG Owners setting forth the Recording Date and the address of the Managing Agent. The Rental Cap provisions of Section E shall not apply to the Owner of any Residence Unit in WG which, as of the Recording Date, is rented or leased by its Owner to a nonowner occupant (referred to as a "Grandfathered Rental Unit"), so long as the Owner landlord mails or otherwise delivers to the Managing Agent (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Owner-landlord's Grandfathered Rental Unit (or Units) which is in effect as of the Recording Date. Such lease copies may have the rental amount deleted. The Owners of such Grandfathered Rental Units shall not be subject to the provisions of Section E III but shall be subject to the remaining provisions of this Section E. However, when the legal owners of record of any of the Grandfathered Rental Units sell, transfer, or convey such Residence Unit(s) to another Owner after the date of recording of this Amendment, such Residence Unit(s) shall immediately become subject to the seven (7) Residence Unit rental cap described above in this Section. The failure of any such Owner-landlord of a Grandfathered Rental Unit to deliver a copy of such pre-Recording Date lease within said sixty (60) day period to the Managing Agent shall result in said Owner-landlord's Residence Unit being subject to the Rental Cap (from and after the date of expiration of such pre-Recording Date lease). However, in no event shall the Rental Cap apply to any lease executed prior to the Recording Date or to any renewals thereof provided for in any such leases, so long as the Grandfathered Rental Unit continues to be occupied by one or more of the non-owner occupants

in possession of the Residence Unit as of the Recording Date. Any Residence Unit that falls under the exception of this Section E(IV) and shall, nevertheless, be counted as one of the seven (7) maximum number of Residence Units that may be rented at any given time even though such maximum does not apply to restrict the Owner of such Grandfathered Rental Unit.

Notwithstanding Section E) above, if an Owner wishes to rent or lease his or her Residence Unit, but the maximum number of Units is currently being leased, the Owner may request the WG Board of Directors to waive the "rental cap" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "rental cap" will cause undue hardship. If a majority of the entire WG Board of Directors approves in writing of the Owner's request, the WG Board of Directors shall permit the Owner to rent or lease said Unit, subject to any further conditions or limitations imposed by the Board in the Board's discretion, but only if the Owner satisfies all other requirements of this Section E. Such decision shall be at the sole discretion of the Board.

V. General Lease Conditions.

- (a) All leases shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the WG Board of Directors
- (b) A copy of each executed lease by an Owner which identifies the name of the tenant (but which may have the rental amount and any other personal identifying information deleted) shall be provided to the WG board of directors or the Managing Agent by the Owner within thirty (30) days after execution. The owner must provide all of the contact information as well as the tenant including Full Name, address, email, and phone for record keeping.
- (c) No portion of any Residence Unit other than the entire Residence Unit shall be leased for any period.
- (d) No subleasing shall be permitted.
- (e) All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration of Covenants and Restrictions, the Plats, the By-Laws, the Articles of Incorporation, and any rules and regulations promulgated by WG, all as may be

amended from time to time.

- (f) All leases shall provide for direct action by WG and/or any Owner against the tenant with or without joinder of the Owner of such Residence Unit. If such provision is not in the lease, it will be deemed to be in such lease.
- (g) The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. The Owner and the tenant shall also submit to the WG Board or the Managing Agent a signed statement acknowledging that the tenant has read this Declaration of Covenants and Restrictions, the Plat Restrictions, the WG Association's By-Laws, the rules and regulations, and all amendments thereto, and that the tenant agrees to comply with all the provisions in such documents.
- (h) The Owner cannot be delinquent in the payment of any assessments or other charges to the WG Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's Residence Unit, even if during the term of a lease.
- (i) All Owners who do not reside in the home shall provide the WG Board or Managing Agent with the name of the tenant(s) and any other residents living in the home.
- (j) If an Owner has a "house sitter" living in the Residence Unit for a period while the Owner is away, the WG may, in its discretion, determine that such occupancy is not a "rental".

VI. Two Year Waiting Period. In addition to all other provisions of this Section E, for a period of at least two (2) years after an Owner's acquisition of a WG Residence Unit, said Owner cannot lease such Residence Unit. After such time, said Residence Unit will be eligible to be leased if all other conditions of this Section E are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the WG Association. Notwithstanding this Section E(VI), if an Owner wishes to lease a Unit prior to the end of the two-year waiting period, the Owner may apply to the Board of Directors for a waiver. The Board may, in writing, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue

hardship in the manner as defined above.

VII. Occupancy by Owner's Immediate Family and for Estate Planning.

In accordance with this section E, a Residence Unit may be occupied by an Owner's immediate family without the Owner in residence. In the event an Owner's immediate family, as defined in Section E(II), or a Trustee, Fiduciary or beneficiary of a Trust or Estate resides within any Residence Unit without the Owner, both the Owner and the Occupants must sign affidavits setting forth the names of the occupants and their relation to the Owner, along with verification of the relationship that meets with the satisfaction of the Board. All Occupants shall be required to abide by all governing documents of the Association as well as provide proof of adequate insurance, in the amounts and type required by this Declaration for the Residence Unit.

VIII. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the WG Association and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, including the upkeep of the Residence Unit, or from the Owner's liability to the WG Association for payments of assessments or any other charges.

IX. Violations. Any lease or attempted lease of a Residence Unit in violation of the provisions of this Section E shall be voidable at the election of the WG Board of Directors or any other Owner, except that neither party to such lease may assert this provision of this Section E to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the WG Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity.

X. Institutional Mortgagees. The provisions of this Section E shall not apply to any institutional mortgagee of any Residence Unit which comes into possession of the Residence Unit by reason of any remedies provided by law or in equity or in such mortgage or because of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. However, when a Residence Unit is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by the provisions of this Section E.

XI. Burden of Proof. Anything to the contrary herein notwithstanding, if at any time a Residence Unit is not occupied by one of the Owners thereof, there shall be a presumption that the Residence Unit is being leased and subject to the provisions of this Section E, and the Owners shall have the burden of proving to the satisfaction of the Board of Directors that the occupancy is not in violation of the terms of this Section E, including but not limited to the delivery to the Board of directors of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy. For purposes of this Section E and this Section E(XI) any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the WG Board of Directors a written purchase contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Residence Unit. The contract must be recorded with the County Recorder to be deemed valid. Failure to record the contract will automatically deem the document to be a lease for purposes of this Declaration.