

**NINTH AMENDED DECLARATION
OF EXPANDABLE CONDOMINIUM FOR
WATER'S EDGE PHASE I CONDOMINIUM**

**Recorded in the Office of the Recorder
of Monroe County, Indiana**

**Consisting of 7 pages,
Numbered 1 through 7**

Including

**Secretary's Certificate
Regarding Amendment of Declaration**

and

Resolution of Unit Owners to Amend Declaration

This instrument prepared by: John W. Richards, #16845-53
Bunger & Robertson
226 S. College Ave
P.O. Box 910
Bloomington IN 47402-0910
(812) 332-9295

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. /s/ *John W. Richards*, #16845-53

**NINTH AMENDED DECLARATION
OF EXPANDABLE CONDOMINIUM FOR
WATER'S EDGE PHASE I CONDOMINIUM**

This NINTH AMENDED DECLARATION, together with the Secretary's Certificate Regarding Amendment of Declaration and the Resolution of Unit Owners to Amend Declaration attached hereto and made a part hereof, are made and executed on the 16th day of July 2020, by Water's Edge Homeowners Association, Inc. ("Association"), on behalf of the Unit Owners of Water's Edge Condominium ("Unit Owners"), pursuant to the provisions of the Indiana Horizontal Property Act and in accordance with the terms and provisions of Article II, Section 12 of the By-Laws of Water's Edge Homeowners Association, Inc. and Article 30(a) of the Declaration of Expandable Condominium for Water's Edge Phase I Condominium, duly filed for record on September 26, 1983, as Instrument No. 151393, in Miscellaneous Book 143, at pages 263 through 317, as amended from time to time, in the Office of the Recorder of Monroe County, Indiana (hereinafter collectively referred to as "Declaration").

Statement of Purposes

WHEREAS, by the Declaration, the affirmative vote of at least 75% in Common Interest of all Unit Owners may amend the Declaration.

WHEREAS, the Declaration does not currently restrict the commercial use of Water's Edge Condominium Units for Unit Owners who acquired title to a Water's Edge Condominium Unit prior to October 9, 2008.

WHEREAS, as set forth in the Secretary's Certificate Regarding Amendment of Declaration and the Resolution of Unit Owners to Amend Declaration attached to this Ninth Amended Declaration, 75% in Common Interest of all Unit Owners cast their votes to amend the Declaration to restrict the commercial use of Water's Edge Condominium Units and specifically restrict renting or leasing Water's Edge Condominium Units for terms less than ninety (90) days.

NOW THEREFORE, the Unit Owners, pursuant to the provisions in Paragraph 30(a) of the Declaration and Article II, Section 12 of the By-Laws of Water's Edge Homeowners Association, Inc., hereby amend said Declaration as follows:

Paragraph 11(j)(vi) of the Declaration shall be and hereby is amended to read as follows:

11. Statement of Purposes. Use and Restrictions.

(j) A Unit Owner shall be entitled to rent or lease a Water's Edge Condominium Unit subject to the restrictions herein:

(i) The Unit Owner and tenant enter into a written agreement specifying that: the tenant shall be subject to and agrees to abide by all provisions of the Declaration, By-Laws, and rules and regulations adopted by the Board (collectively the "Governing Documents"); that failure to comply with such Governing Documents shall constitute default under the agreement; and permitting the commencement of eviction proceedings based on such default;

(ii) The term of such lease shall not be less than ninety (90) days;

(iii) The Unit Owner gives to the tenant, prior to tenant's execution of the written agreement, a copy of the Governing Documents;

(iv) The Unit Owner gives to the Board, prior to the commencement of the tenancy, a copy of the written agreement, together with the tenant information, including tenant's name, address and telephone number and any additional information which the Board may reasonably request; and

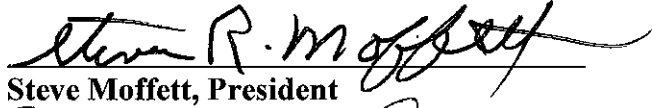
(v) The Unit Owner of a leased Unit shall be jointly and severally liable along with the tenant(s) to the Association for any claim for injury or damage to persons or property caused by any action or omission of tenants(s), including, without limitation, the negligence of tenant(s) and the violation of the provisions of the Governing Documents.

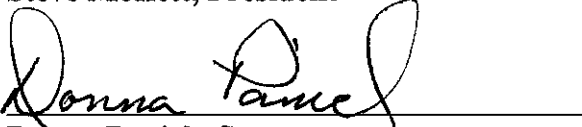
(vi) The restrictions on commercial use of Water's Edge Condominium Units contained within this Paragraph 11(j) shall apply to and become binding upon and enforceable against all Unit Owners and their successors.

Except as set forth herein, the Declaration and Exhibit shall remain in full force and effect.

IN WITNESS WHEREOF, the Unit Owners have caused this Ninth Amended Declaration to be executed the day and year written above.

WATER'S EDGE HOMEOWNERS ASSOCIATION, INC.


Steve Moffett, President


Donna Panich, Secretary

CORPORATE ACKNOWLEDGEMENT

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and State personally appeared, **Steve Moffett**, as President of Water's Edge Homeowners Association, Inc., who acknowledged the execution of the foregoing Ninth Amended Declaration, for the property known as Water's Edge Condominium and who, having been duly sworn, stated that the facts and matters therein set forth are true and correct.

WITNESS my hand and Notarial Seal, this 16th day of July 2020.

Seal:




Katherine L. Berry
Notary Public

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and State personally appeared, **Donna Panich**, as Secretary of Water's Edge Homeowners Association, Inc., who acknowledged the execution of the foregoing Ninth Amended Declaration, for the property known as Water's Edge Condominium and who, having been duly sworn, stated that the facts and matters therein set forth are true and correct.

WITNESS my hand and Notarial Seal, this 16th day of July 2020.

Seal:




Katherine L. Berry
Notary Public

WATER'S EDGE HOMEOWNERS ASSOCIATION, INC.
SECRETARY'S CERTIFICATE
Regarding Amendment of Declaration

I, **Donna Panich**, attest as follows:

1. I am currently serving as Secretary of the Board of Administrators of the Water's Edge Homeowner's Association, Inc

2. As of the 16th day of July 2020, more than 75% in Common Interest of all Unit Owners cast an affirmative vote to amend the Declaration of Expandable Condominium for Water's Edge Phase I Condominium (the "Declaration") to restrict the future commercial use of Water's Edge Condominium Units and specifically restrict all owners of Water's Edge Condominium Units from renting or leasing Units for terms of less than ninety (90) days.

3. Pursuant Article II, Section 12, attached is a Resolution acknowledged by more than 75% in Common Interest of all Unit Owners who cast their votes to amend the Declaration to restrict all Unit Owners from renting or leasing Units for terms of less than ninety (90) days.

Water's Edge Homeowners Association, Inc.



Donna Panich, Secretary

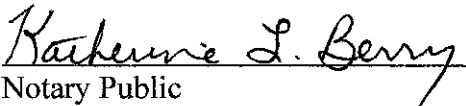
STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State personally appeared **Donna Panich**, who acknowledged the execution of the foregoing Secretary's Certificate and who, having been duly sworn, stated that the facts and matters therein set forth are true and correct.

WITNESS my hand and Notarial Seal, this 16th day of July 2020.

Seal:





Notary Public

**WATER'S EDGE PHASE I CONDOMINIUM
RESOLUTION OF UNIT OWNERS
TO AMEND DECLARATION**

WHEREAS, the vote of at least 75% in Common Interest of all Unit Owners of Water's Edge Condominium may amend the Declaration of Expandable Condominium for Water's Edge Phase I Condominium ("the Declaration");

WHEREAS, the Declaration does not currently restrict the commercial use of Water's Edge Condominium Units for Unit Owners who acquired title to a Water's Edge Condominium Unit prior to October 9, 2008.

WHEREAS, we, the Unit Owners, desire to amend the Declaration to restrict the commercial use of Water's Edge Condominium Units and specifically restrict renting or leasing Water's Edge Condominium Units for terms less than ninety (90) days.

NOW THEREFORE, the Unit Owners, hereby cast affirmative votes to amend said Declaration and execute and acknowledge this Resolution pursuant to the provisions in Article II, Section 12 of the By-Laws of Water's Edge Homeowners Association, Inc. and Paragraph 30(a) of the Declaration.

Paragraph 11(j)(vi) of the Declaration shall be and hereby is amended to read as follows:

11. Statement of Purposes. Use and Restrictions.

(j) A Unit Owner shall be entitled to rent or lease a Water's Edge Condominium Unit subject to the restrictions herein:

(i) The Unit Owner and tenant enter into a written agreement specifying that: the tenant shall be subject to and agrees to abide by all provisions of the Declaration, By-Laws, and rules and regulations adopted by the Board (collectively the "Governing Documents"); that failure to comply with such Governing Documents shall constitute default under the agreement; and permitting the commencement of eviction proceedings based on such default;

(ii) The term of such lease shall not be less than ninety (90) days;

(iii) The Unit Owner gives to the tenant, prior to tenant's execution of the written agreement, a copy of the Governing Documents;

(iv) The Unit Owner gives to the Board, prior to the commencement of the tenancy, a copy of the written agreement, together with the tenant information, including tenant's name, address and telephone number and any additional information which the Board may reasonably request; and

(v) The Unit Owner of a leased Unit shall be jointly and severally liable along with the tenant(s) to the Association for any claim for injury or damage to persons or property caused by any action or omission of tenants(s), including, without limitation, the negligence of tenant(s) and the violation of the provisions of the Governing Documents.

(vi) The restrictions on commercial use of Water's Edge Condominium Units contained within this Paragraph 11(j) shall apply to and become binding upon and enforceable against all Unit Owners and their successors.

Except as set forth herein, the Declaration and Exhibit shall remain in full force and effect.

DATED this 16 day of July 2020.