



**AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
ORCHARD ESTATES SECTION THREE**

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The Declaration of Covenants, Conditions and Restrictions for Orchard Estates Section Three dated December 15, 1993, and recorded on February 1, 1994, in Book 139 Page 727 in the office of the Recorder of Hendricks County, Indiana (hereinafter the "Covenants"), are hereby amended as follows:

The following Article XIX, titled Rentals, shall be added to the Covenants:

**XIX. Rentals**

Except as set forth in this paragraph, residents of a Lot can only consist of the Lot Owner and those who live with the Lot Owner. If the Lot Owner does not reside on the property, residents of a Lot must be members of the Lot Owners immediate family (i.e., parents, children, spouse, significant other/life partner). Any Lot owned by a corporate entity (including, but not limited to, a partnership, corporation, limited liability company, etc.) shall submit to the Association a certificate of designated representative indicating who is authorized to vote on behalf of the corporate entity and who is authorized to reside in the structure, which must be the same person. For a period of three (3) years after an Owner's acquisition of a Lot (the "Waiting Period"), the Owner cannot lease or rent the building. Upon written request and the showing of an undue hardship (e.g., a temporary employment relocation, disability, death, etc.), the Waiting Period may be waived by the Association at its sole discretion, which decision shall be final and binding. Such waiver shall last no more than one (1) year and may be renewed by the Association upon further request without limitation. All leases shall be in writing, be for the entire Lot, identify the tenant and lease term, and be made expressly subject and subordinate to the restrictive covenants of Association, with a copy of the lease provided to the Association prior to occupancy. Notwithstanding any lease language, the Lot Owner shall remain responsible for full compliance of the restrictive covenants of Association. These residency and lease restrictions shall not apply to any residency or lease situations in effect as of the date of recording. These restrictions may be enforced by the Association at law or equity.

**UNANIMOUS WRITTEN CONSENT TO RESOLUTIONS  
BY THE BOARD OF DIRECTORS  
OF  
ORCHARD ESTATES SECTION THREE HOMEOWNERS ASSOCIATION INC.**

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WHEREAS, the members of the Orchard Estates Section Three Homeowners Association Inc. (the “Association”) desire to amend the Declaration of Covenants, Conditions, and Restrictions for Orchard Estates Section Three (the “Covenants”); and

WHEREAS, the Board of Directors of the Association provided notice of the proposed amendment to every Owner of a Lot at least thirty (30) days prior to approving said amendment; and

WHEREAS, a 2/3 majority of the Owners of the Association voted their approval; therefore it is:

RESOLVED, that the Covenants are hereby amended as follows:

The following Article XIX, titled Rentals, shall be added to the Covenants:

**XIX. Rentals**

Except as set forth in this paragraph, residents of a Lot can only consist of the Lot Owner and those who live with the Lot Owner. If the Lot Owner does not reside on the property, residents of a Lot must be members of the Lot Owners immediate family (i.e., parents, children, spouse, significant other/life partner). Any Lot owned by a corporate entity (including, but not limited to, a partnership, corporation, limited liability company, etc.) shall submit to the Association a certificate of designated representative indicating who is authorized to vote on behalf of the corporate entity and who is authorized to reside in the structure, which must be the same person. For a period of three (3) years after an Owner’s acquisition of a Lot (the “Waiting Period”), the Owner cannot lease or rent the building. Upon written request and the showing of an undue hardship (e.g., a temporary employment relocation, disability, death, etc.), the Waiting Period may be waived by the Association at its sole discretion, which decision shall be final and binding. Such waiver shall last no more than one (1) year and may be renewed by the Association upon further request without limitation. All leases shall be in writing, be for the entire Lot, identify the tenant and lease term, and be made expressly subject and subordinate to the restrictive covenants of Association, with a copy of the lease provided to the Association prior to occupancy. Notwithstanding any lease language, the Lot Owner shall remain responsible for full compliance of the restrictive covenants of Association. These

residency and lease restrictions shall not apply to any residency or lease situations in effect as of the date of recording. These restrictions may be enforced by the Association at law or equity.

ADOPTED THIS 29<sup>th</sup> DAY OF April, 2023

BOARD OF DIRECTORS  
ORCHARD ESTATES SECTION THREE HOMEOWNERS ASSOCIATION INC.

<u>Name</u>	<u>Signature</u>	<u>Date</u>
<b>Carol Hubbard</b> President	<u>Carol Hubbard</u>	<u>4/29/2023</u>
<b>Tom Roeder</b> Vice President	<u>Tom Roeder</u>	<u>4/29/23</u>
<b>Jeanna Overbey</b> Secretary/ Treasurer	<u>Jeanna Overbey</u>	<u>4/29/2023</u>

"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."

NAME Carol Hubbard  
Carol Hubbard

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Before me, a Notary Public in and for said County and State, on this 29<sup>th</sup> day of April, 2023 personally appeared Carol Hubbard, Jeanna Overbey, and Tom Roeder, the Board of Directors of Orchard Estates Section Three Homeowners Association Inc., who acknowledged the execution of the above and foregoing as their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Sharon L. Rumpf

Printed: _____		SHARON L. RUMPLE
Notary Public		My Commission Expires December 21, 2030 Commission Number NP0661745 Hendricks County
County of Residence: _____		
My Commission Expires: _____		

This instrument was prepared by Gregory C. Irby of Irby Law LLC, 47 West Marion Street, Danville, Indiana 46122; Telephone: (317) 745-3301.