

JOSEPH P. O'CONNOR  
MARION COUNTY ASSESSOR

2026 JUN 30 A 9:04

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SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

**A202600055279**  
**06/30/2026 09:11 AM**  
**FAITH KIMBROUGH**  
**MARION COUNTY IN RECORDER**  
**FEE: \$ 35.00**  
**PAGES: 10 BY: JS**

**AMENDMENT TO THE NINTH AMENDMENT TO**  
**AND RESTATEMENT OF DECLARATION OF**  
**HORIZONTAL PROPERTY OWNERSHIP**  
**WINDRIDGE HORIZONTAL PROPERTY REGIME**

**This amendment does not need  
to be approved by the Dept. of  
Metropolitan Development**

**Cross-referenced Instrument Numbers:**

**1975-56011**  
**1994-0121955**  
**1998-0189542**  
**A201600139996**  
**A202200092798**

**REVIEWED AND APPROVED  
MARION COUNTY ASSESSOR**

**JUN 30 2026**

*Ernie J. Rattigan*  
**MAP DEPARTMENT REVIEWER**

**AMENDMENT TO THE NINTH AMENDMENT TO  
AND RESTATEMENT OF DECLARATION OF  
HORIZONTAL PROPERTY OWNERSHIP  
WINDRIDGE HORIZONTAL PROPERTY REGIME**

This Amendment to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime is made as of the date set forth below by the Windridge Co-Owners Association, Inc. (hereafter, "Association").

W I T N E S S E T H:

WHEREAS, a certain "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," dated October 5, 1975, was recorded on October 9, 1975, in the Office of the Recorder of Marion County, Indiana, as **Instrument No. 75-56011** (hereafter, "**Declaration**") which established an expandable horizontal property regime known as Windridge; and

WHEREAS, attached to Declaration were the Code of By-Laws of Windridge Co-Owners Association, Inc. ("**By-Laws**"); and

WHEREAS, said Declaration was amended, and restated in its entirety, by the "Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime" dated June 1, 1994, and recorded on August 8, 1994, in the Office of the Recorder of Marion County, Indiana, as **Instrument No. 1994-0121955** (hereafter, "**Restated Declaration**"); and

WHEREAS, the By-Laws were last amended by a certain "2022 Amended and Restated Code of By-Laws of Windridge Co-Owners Association, Inc." recorded on August 18, 2022, in the Office of the Recorder of Marion County, Indiana, as **Instrument No. A202200092798** (hereafter, "**Restated By-Laws**"); and

WHEREAS, pursuant to paragraph 23 of the Restated Declaration, and pursuant to the action of the Board of Managers and the approval of more than two-thirds (2/3) in the aggregate of the Percentage Vote of the Co-Owners as required by said paragraph 23, the Association and its members wish to amend certain provisions of the Restated Declaration; and

NOW, THEREFORE, upon the authority vested in the Association under the Indiana Horizontal Property Act, the Restated Declaration and By-Laws and upon the approval of the Co-Owners as aforesaid, the Association and Co-Owners hereby make these Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime as follows:

1. Paragraph 20 of the Restated Declaration is hereby deleted and replaced by the following new Paragraph 20 (including Sections 20.1 through 20.13) to read as follows:

**20. Leasing Restrictions, including a Rental Cap and a Three-Year Waiting Period**

**Section 20.1. General Purposes of Leasing Restrictions.** The members of the Windridge Co-Owners Association, Inc. ("Association") wish to ensure that the residents within Windridge share the same proprietary interest in and respect of the Dwelling Units, the Common Areas and other portions of the community that are maintained by the Association. They also want to encourage residents to not only maintain property values but also to improve them. Thus, the provisions of this Paragraph 20 shall be applicable.

**Section 20.2. Limits on the Number of Leased Dwelling Units ("Rental Cap").** No more than seven (7) of the Dwelling Units (which is about three percent of our 221 Units) may be leased or rented to non-Owner occupants at any given time, except as may be otherwise provided in this Paragraph 20. The "Grandfathered Dwelling Units" defined and described in Section 20.3 below shall count towards the seven (7) Dwelling Unit "Rental Cap". If at any time such number of Dwelling Units are leased or rented, an Owner who wants to rent or lease his or her Dwelling Unit which is not already rented shall be placed upon a waiting list by the Board of Managers. When an existing tenant moves out, the Owner of that Dwelling Unit shall immediately notify the Board of Managers of such fact and shall have ninety (90) days from the date on which the existing tenant moves out to enter into a new lease agreement with another tenant, and to provide a copy of such lease to the Board of Managers. If the Owner does not enter into a new lease agreement and provide a copy of such lease to the Board within ninety (90) days, then the Dwelling Unit cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Dwelling Units.

Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must give the Board of Managers written notice of the Owner's intention to lease at least thirty (30) days prior to the anticipated date of execution of a lease along with a copy of the unexecuted lease. That will give the Board of Managers an opportunity to review the circumstances to determine if the other conditions set forth in this Paragraph 20 are satisfied. After receiving such notice, the Board of Managers shall advise the Owner if the Dwelling Unit may be leased or whether the maximum number of Dwelling Units within Windridge is currently being leased. If the maximum number of Dwelling Units is being leased, the Board of Managers shall also notify the Owner of that Owner's position on the waiting list. If the maximum number of Dwelling Units is NOT being leased and if the other conditions set forth in this Paragraph 20

would be satisfied, the Board can advise the Owner that he or she can lease his or her Dwelling Unit.

**Section 20.3. Effective Date of "Rental Cap" on Existing Rentals.** Within thirty (30) days after the date on which this Paragraph 20 is filed with the County Recorder (the "Recording Date"), the Board of Managers shall provide written notice to all Owners setting forth the Recording Date and the mailing address of the Association. The provisions of Section 20.2 (the "Rental Cap") shall not apply to the Owner of any Dwelling Unit in Windridge which, as of the Recording Date, is rented or leased by its Owner to a non-Owner occupant, so long as the Owner-landlord mails or otherwise delivers to the Board of Managers of the Association (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 Dwelling Unit (or Dwelling Units) which is in effect as of the Recording Date. Such Dwelling Units shall be referred to as "Grandfathered Dwelling Units." Such lease copies may have the rental amount redacted as well as any personal identifying information such as social security numbers. The Owners of such Grandfathered Dwelling Units shall not be subject to the provisions of Section 20.2, but shall be subject to the remaining provisions of this Paragraph 20. However, when the legal Owner of record of any Grandfathered Dwelling Unit sells, transfers, or conveys such Dwelling Unit to another Owner after the date of recording of this Paragraph 20, such Dwelling Unit shall immediately become subject to the Rental Cap.

If any such Owner-landlord of a leased or rented Dwelling Unit fails to deliver a copy of such pre-Recording Date lease within said sixty-day period to the Board of Managers, that will result in said Owner-landlord's Dwelling 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 Dwelling Unit continues to be occupied by one or more of the non-Owner occupants in possession of the Dwelling Unit as of the Recording Date. Any Dwelling Unit that falls under the exception of this Section 20.3 shall, nevertheless, be counted as one of the seven (7) Dwelling Units that may be rented at any given time even though such maximum does not apply to restrict the Owner of such pre-Recording Date leased Dwelling Unit.

**Section 20.4. Hardship Exceptions and Waiver.** Notwithstanding anything else herein, if an Owner wishes to rent or lease his or her Dwelling Unit, but the maximum number of Dwelling Units is currently being leased, the Owner may request the Board of Managers 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 Board of

Managers approves the Owner's request in writing, the Board of Managers shall permit the Owner to rent or lease said Dwelling 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 Paragraph 20. Such decision shall be at the sole discretion of the Board. The Board will decide the duration of a given hardship exception and will not generally be longer than one (1) year unless there are extenuating circumstances as determined by the Board. Examples of an undue hardship include:

- (a) death, divorce or marriage of an Owner;
- (b) necessary relocation of the residence of an Owner to a point outside of a one hundred (100) mile radius of the perimeter of Windridge due to a change of employment or retirement of at least one (1) of such Owners;
- (c) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (d) the Owner is a reservist in the U.S. Armed Forces who is called to temporary active duty, or is active-duty personnel in the U.S. Armed Forces who is temporarily deployed more than one hundred (100) miles from Windridge; or

If an Owner desires to request an exception based upon hardship circumstances other than those specifically defined above, the Owner must submit a written request describing, with reasonable particularity, the nature of the alleged hardship and the alleged need to rent. The Board may approve or deny such requests as it deems appropriate, and such decisions shall be final and binding.

**Section 20.5. General Lease Conditions for Permitted Leases.**

- (a) All leases, including renewals, must be in writing, and no lease shall be entered into for an initial term of less than one (1) year. Owners cannot lease, rent, or otherwise operate their home and Dwelling Unit on a hotel, transient or short-term rental basis. For the purpose of this Section 20.5, "short-term rental" is defined as any term of less than one (1) year. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a home and Dwelling Unit or portion thereof to an occupant and collects consideration for the rental from the occupant (for example, Airbnb or VRBO).

- (b) A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount redacted as well as personal identifying information such as social security numbers) must be provided to the Board of Managers by the Owner within thirty (30) days after execution.
- (c) No portion of any Dwelling Unit or home other than the entire Dwelling Unit or home can be leased for any period. In other words, an Owner cannot just rent his or her garage, basement, one bedroom, etc.
- (d) Subleasing is prohibited.
- (e) All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration, the By-Laws, and the rules and regulations adopted by the Board of Managers, as amended (collectively referred to hereafter as the **"Governing Documents"**), to the same extent as if the tenant were an Owner and a member of the Association.
- (f) All leases shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling Unit. If such provision is not in the lease, it will be deemed to be in such lease.
- (g) The Owner must supply copies of the Governing Documents to the tenants prior to the effective date of the lease.
- (h) The Owner cannot be delinquent in the payment of any assessments or other charges to the 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 Dwelling Unit, even if during the term of a lease.
- (i) Owners must provide the Board of Managers with the name of the tenant(s) and any other adult residents living in the Dwelling Unit, together with the phone numbers and email addresses of the tenant(s) and other adult residents. Also, the Owner must provide the Board of Managers with the Owner's contact information including current address, phone number and email address.

- (j) To be eligible to lease his or her Dwelling Unit, the Owner cannot be in violation of any provisions of the Governing Documents or of any local ordinances. If at any time an Owner violates any such provisions through the actions or omissions of the Owner's tenant, the Board shall have the right to revoke said Owner's right to lease the Owner's Dwelling Unit, even if during the term of a lease, so long as the Board has given the Owner written notice of the violation and a reasonable opportunity to come into compliance with the Governing Documents and local ordinances.

**Section 20.6. 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 Association and the other Owners for compliance with the provisions of the Governing Documents, or from the Owner's liability to the Association for payments of assessments or any other charges.

**Section 20.7. Violations.** Any lease or attempted lease of a Dwelling Unit in violation of the provisions of this Paragraph 20 shall be voidable at the election of the Association's Board of Managers or any other Owner, except that neither party to such lease may assert this provision to avoid its obligations thereunder. In the event of a violation, the Board of Managers, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity, including the right to recover from the violating Owner all attorneys fees, costs and expenses.

**Section 20.8. Institutional Mortgagees.** The provisions of this Paragraph 20 shall not apply to any institutional mortgagee (such as a bank or mortgage company) of any Dwelling Unit which comes into possession of a Dwelling Unit. However, when a Dwelling Unit is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser or Owner shall be bound by the provisions of this Paragraph 20.

**Section 20.9. Burden of Proof.** Anything to the contrary herein notwithstanding, if at any time a Dwelling Unit is not occupied by one of the Owners thereof, there shall be a presumption that the Dwelling Unit is being leased and subject to the provisions of this Paragraph 20 and the Owners shall have the burden of proving to the satisfaction of the Board of Managers that the occupancy is not in violation of the terms of this Paragraph 20, including but not limited to the delivery to the Board of Managers 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.

**Section 20.10. Three Year Waiting Period; Hardship Exceptions and Waiver.** For a period of at least three (3) continuous years after an Owner's acquisition of a Dwelling Unit, said Owner cannot lease or rent such Dwelling Unit. After such time, said Dwelling Unit will be eligible to be leased if the Rental Cap has not been reached and all other conditions of this Paragraph 20 are satisfied, and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. Notwithstanding this Section 20.10, if an Owner wishes to lease a Dwelling Unit prior to the end of the three-year waiting period, the Owner may apply to the Board of Managers for a hardship exception and waiver as described in Section 20.4 above.

**Section 20.11. Certain Dwelling Units Not Counted as Rentals.** The provisions of this Paragraph 20 will not apply to any situation where a Dwelling Unit is occupied by one or more family members of the Dwelling Unit Owner (persons related by blood, marriage, adoption, foster care, or guardianship). Thus, this kind of occupancy will not be considered a "rental." Likewise, any Dwelling Unit owned by a Trust or an Estate will not be considered a "rental" if the resident is (i) the Trustee, (ii) the Fiduciary of an Estate, or (iii) a beneficiary of the Trust or Estate.

**Section 20.12. Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit or home in Windridge shall constitute a ratification of this Paragraph 20 together with all other provisions of the Governing Documents, all as the same may be amended, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or a home within Windridge as though such provisions were recited and stipulated a length in each and every deed, conveyance, mortgage, or lease.

**Section 20.13. Dwelling Units Owned by the Association.** The Board of Managers of the Association shall have the right to lease any Dwelling Unit that is either owned by the Association or in the possession or control of the Association pursuant to a Court order. Any such Dwelling Unit is not subject to this Paragraph 20. For example, if the Association takes title to a Dwelling Unit through a lien foreclosure suit, the Association can rent that Dwelling Unit until the Association sells it.

2. Definitions. Unless otherwise indicated herein, the definitions and terms, as defined and used in the Restated Declaration and the Restated By-Laws, shall have the same meaning in this Amendment.

3. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Dwelling Unit shall constitute a ratification of this Amendment, together with the Restated Declaration, the Restated By-Laws, and any rules or regulations adopted pursuant thereto (including all amendments and supplements to any of the foregoing), and all such provisions shall be covenants running with the land and shall bind any person having at any time having any interest or estate in a Dwelling Unit or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

4. Certification. The undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to this Amendment have been fulfilled and satisfied.

(signature page follows)

Date: 6/22, 2026

Windridge Co-Owners Association, Inc., by:

Victoria Eident  
Victoria Eident, President

Attest:

Jay Fleming  
Jay Fleming, Secretary

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a notary public, in and for said County and State, personally appeared Victoria Eident and Jay Fleming, the President and Secretary, respectively, of the Windridge Co-Owners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 22 day of June, 2026.

Jaskaranjit Singh  
Notary Public - Signature

Jaskaranjit Singh  
Printed

My Commission Expires:  
February 26, 2033

Residence County: Hamilton

"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/ P. Thomas Murray, Jr., Esq.

This instrument was prepared by P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59<sup>th</sup> Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

