



**AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS (DCCR)
5 YEAR RENTAL RULE
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Cross Reference: 2021R018739

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF ESTES PARK SUBDIVISION**

These Amendments to the Declaration of Covenants, Conditions and Restrictions of Estes Park Subdivision were made as of the date set forth below by Estes Park Homeowners Association, Inc.

WITNESSETH

WHEREAS, the Madison County, Indiana subdivision commonly known as Estes Park ("Subdivision") was originally created and formed pursuant to certain Plats filed with the Office of the Recorder of Madison County, Indiana; and

WHEREAS, in conjunction with the Plats, the Subdivision was formed pursuant to a certain "Declaration of Covenants, Conditions and Restrictions of Estes Park Subdivision," recorded in the Office of the Recorder of Madison County, Indiana, on September 29, 2021, as **Instrument No. 2021R018739** ("Declaration"); and

WHEREAS, the developer of the Subdivision caused to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name Estes Park Homeowners Association, Inc. ("Association") for the purpose of managing the affairs, enforcing the restrictions, and maintaining the Common Areas of the Subdivision; and

WHEREAS, the Declaration can be amended, at any time, upon approval of the Owners representing not less than seventy-five percent (75%) of the Lots in the Subdivision; and

WHEREAS, after notice of the proposed amendments was duly given to the members of the Association, the Owners representing at least seventy-five percent (75%) of the Lots in the Subdivision approved the following amendments to the Declaration.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Estes Park Subdivision is hereby amended as follows:

AMENDMENT

Article XI, Section 11.1(S) of the Declaration shall be deleted in its entirety and replaced with the following:

(S) The following provisions shall be applicable to the leasing of Dwelling Units in Estes Park.

1. **“Rent” and “Lease” Defined.** For purposes of this Section S, “rented” or “leased,” as used interchangeably herein (or any derivative thereof, singular or plural), means leased or rented or occupied, whether or not for compensation of any kind, by anyone other than an Owner together with members of his or her household. However, the “Waiting Period” referred to herein will not apply to any situation where a Dwelling Unit is occupied by members of the Owner’s immediate family. For purposes of this Section S, “immediate family” shall mean the Owner’s parents, children, stepparents, stepchildren, or spouse/significant other. A “family” occupancy is not considered a “rental” in the context of the Waiting Period, but the Owner will still be subject to the remaining requirements of this Section S.

2. **Estate Planning and Entity Ownership.** Any Dwelling Unit owned by a Trust, Fiduciary, or corporate entity such as, but not limited to, a corporation or limited liability company (LLC) shall not be deemed a rental, provided the resident is the Trustee, the Fiduciary of an Estate, a beneficiary of the Trust or Estate, or an owner/shareholder of the corporate entity or LLC, and further provided that no rent, payment, service, or other consideration is paid or provided to the Owner or any other party in exchange for or in connection with that occupancy.

3. **Five-Year Waiting Period; Hardship Exceptions and Waiver.** For a period of at least five (5) consecutive years after an Owner’s acquisition of a Dwelling Unit, the Owner must own the Dwelling Unit before he or she can lease such Dwelling Unit (the “Waiting Period”). After such time, the Dwelling Unit can be leased if all other conditions of this Section S are satisfied. The Owner may request the Board to waive the Waiting Period and approve a proposed lease if the Owner establishes to the Board’s satisfaction that the Waiting Period will cause undue hardship. If the Board approves in writing of the hardship request, the Board may permit the Owner to lease said Dwelling Unit, subject to any further conditions or limitations imposed by the Board in its discretion, but only if the Owner satisfies all other requirements of this Section S. Examples of an undue hardship include, but are not limited to:

- (a) death, dissolution or liquidation of an Owner;
- (b) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of Estes Park due to a change of employment;
- (c) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability; and
- (d) military service of an Owner.

4. General Lease Conditions.

- (a) All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than six (6) months.
- (b) A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Board or Managing Agent within fifteen (15) days after execution. Additionally, the Owner must provide the Board or Managing Agent the names and contact information of all adult tenants who will live in the Dwelling Unit.
- (c) No portion of any Dwelling Unit other than the entire Dwelling Unit shall be leased for any period. No subleasing is permitted.
- (d) All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, and rules and regulations, to the same extent as if the tenant were an Owner. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease.
- (e) All leases must provide for direct action by the Association against the tenant with or without joinder of the Owner. If such provision is not in the lease, it will be deemed to be in the lease.
- (f) 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 Association may revoke the Owner's right to lease, even if during the term of a lease.

- (g) Each Owner who rents out his or her Dwelling Unit must require the tenant to maintain renters insurance to cover the tenant's personal property and liability. Proof of such insurance must be provided to the Association annually.

5. Violations. Any lease or attempted lease in violation of this Section S is voidable at the election of the Board. In the event of a violation, the Association may exercise all available remedies at law or equity, including, without limitation, bringing an action for injunctive relief to remove the tenant(s). The Association shall recover all costs associated with enforcement from the offending Owner, including, but not limited to, attorneys' fees and court costs.

6. Effective Date. The Waiting Period shall not apply to the Owner of any Dwelling Unit being leased as of the date on which these restrictions are recorded ("Recording Date"), so long as the Owner provides the Association, within sixty (60) days after the Recording Date, a copy of each executed lease which is in effect as of the Recording Date ("Grandfathered Owners"). The Grandfathered Owners shall not be subject to the Waiting Period but shall be subject to the remaining provisions of Section S. However, when the Grandfathered Owners convey title to such Dwelling Unit(s) to another Owner after the Recording Date, such Dwelling Unit(s) shall immediately become subject to the Waiting Period. Failure of an Owner to deliver a copy of his or her lease within said sixty (60) day period shall result in said Owner being subject to the Waiting Period (from and after the date of expiration of such pre-Recording Date lease).

7. Burden of Proof. 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 the Owners shall have the burden of proving to the satisfaction of the Board that the occupancy is not in violation of this Section S, including, but not limited to, providing a written statement of the nature and circumstances of the occupancy and any written document that is the legal basis for the occupancy. Any occupancy pursuant to a rent to buy contract or similar arrangement or pursuant to any option to purchase by anyone other than an Owner is deemed to be a lease. Any land contract or similar agreement must be recorded with the Madison County Recorder to be deemed valid. If such land contract, or a validly executed memorandum thereof, is not recorded at the time of execution, it will be considered a lease for purposes of this Section S.

8. Short-Term Rentals. Owners may not lease, rent, or otherwise operate their Dwelling Unit on a hotel, transient or short-term rental basis. For the purpose of this restriction, "short-term rental" is defined as any term of less than six (6) months. 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 Dwelling Unit or portion thereof to an occupant and collect consideration for the rental from the occupant (Example: Airbnb, Vrbo).

9. Lease Administration Fee. The leasing of Dwelling Units creates administrative burdens for the Association, including, but not limited to, updating the Association's records, obtaining and reviewing leases, corresponding with Owners during the leasing process, and mailing/copying costs. As such, any Owner who leases a Dwelling Unit must pay the Association a Lease Administration Fee of two hundred dollars (\$200) to account for these administrative burdens and costs. Such \$200 shall be due within thirty (30) days of commencement of any new lease (but not renewals of an existing lease), and shall be specifically assessed to the leasing Owner. Failure to pay a Leasing Administration Fee shall be treated as an unpaid Assessment, and shall be subject to the same remedies as set forth in this Declaration for collection of unpaid Assessments.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, we, the undersigned, do hereby certify that all requirements for and conditions precedent to these Amendments have been fulfilled and satisfied, hereby execute said Amendments, and hereby certify the truth of the facts herein stated, this 3rd day of September, 2024.

ESTES PARK HOMEOWNERS ASSOCIATION, INC.

Signature of President

Jason R. Clemons

Printed

Signature of Secretary

Michael R. Martens

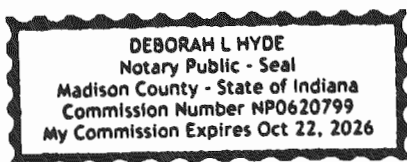
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STATE OF INDIANA)

COUNTY OF Madison

Before me a Notary Public in and for said County and State, personally appeared Jason R. Clemons and Michael R. Martens, the President and Secretary, respectively, of the Estes Park Homeowners Association, Inc., who acknowledged execution of the foregoing for and on behalf of said corporation and its members and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 3rd day of September 24.



Deborah L. Hyde
Notary Public, Signature
Deborah L. Hyde
Printed

My Commission Expires:

10/22/2026

Residence County: Madison

"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." Gregory A. Chandler, Esq.

This instrument prepared by, and should be returned to, Gregory A. Chandler, EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216.