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JOSEPH P. O'CONNOR
MARION COUNTY ASSESSOR

2026 JUN 30 A 9:42

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

A202600055375

06/30/2026 09:54 AM

FAITH KIMBROUGH
MARION COUNTY IN RECORDER

FEE: \$ 35.00

PAGES: 8 BY: ARD

Cross-References:

Instrument No. 890005437 Declaration of Restrictions of McFarland Farms
Instrument No. 880033365 Commitment Concerning Use of Real Estate
Instrument No. 880033374 Commitment Concerning Use of Real Estate
Instrument No. A201300006641 Amended Code of By-Laws Estate
Instrument No. A198900075590 Plat for McFarland Farms Section Five
Instrument No. A198900010730 Plat for McFarland Farms Section One
Instrument No. A199000020093 Plat for McFarland Farms Section Six
Instrument No. A199000035111 Plat for McFarland Farms Section Two
Instrument No. A199000035119 Plat for McFarland Farms Section Three
Instrument No. A199000035127 Plat for McFarland Farms Section Four
Instrument No. A199100007384 Plat for McFarland Farms Section Seven
Instrument No. A199100007385 Plat for McFarland Farms Section Eight

**FIRST AMENDMENT TO THE DECLARATION OF
RESTRICTIONS OF McFARLAND FARMS**

The undersigned McFarland Farms Property Owners' Association, Inc., an Indiana non-profit corporation (the "Association"), makes this First Amendment to the Declaration of Restrictions of McFarland Farms ("First Amendment") effective as of the 24 day of June, 2026.

WITNESSETH:

WHEREAS, the Declaration of Restrictions of McFarland Farms was recorded on January 18, 1989, as Instrument Number 890005437 in the Office of the Recorder of Marion County (the "Declaration");

WHEREAS, a document for Commitments Concerning the Use or Development of Real Estate Plat was recorded in the Office of the Recorder of Marion County, Indiana on April 14, 1988 as Instrument No. 880033374;

WHEREAS, a document for Commitments Concerning the Use or Development of Real Estate Plat was recorded in the Office of the Recorder of Marion County, Indiana on April 14, 1988 as Instrument No. 880033365;

WHEREAS, a Notice of Amended Code of By-Laws of McFarland Farms Property Owners' Association, Inc. was recorded in the Office of the Recorder of Marion County, Indiana on January 16, 2013 as Instrument No. A201300006641;

WHEREAS, a Plat for McFarland Farms Section Five was recorded in the Office of the Recorder of Marion County, Indiana on August 4, 1989 as Instrument No. A198900075590;

WHEREAS, a Plat for McFarland Farms Section One was recorded in the Office of the Recorder of Marion County, Indiana on February 3, 1989 as Instrument No. A198900010730;

WHEREAS, a Plat for McFarland Farms Section Six was recorded in the Office of the Recorder of Marion County, Indiana on March 2, 1990 as Instrument No. A199000020093;

WHEREAS, a Plat for McFarland Farms Section Two was recorded in the Office of the Recorder of Marion County, Indiana on April 16, 1990 as Instrument No. A199000035111;

WHEREAS, a Plat for McFarland Farms Section Three was recorded in the Office of the Recorder of Marion County, Indiana on April 16, 1990 as Instrument No. A199000035119;

WHEREAS, a Plat for McFarland Farms Section Four was recorded in the Office of the Recorder of Marion County, Indiana on April 16, 1990 as Instrument No. A199000035127;

WHEREAS, a Plat for McFarland Farms Section Seven was recorded in the Office of the Recorder of Marion County, Indiana on January 24, 1991 as Instrument No. A199100007384;

WHEREAS, a Plat for McFarland Farms Section Eight was recorded in the Office of the Recorder of Marion County, Indiana on January 24, 1991 as Instrument No. A199100007385;

WHEREAS, Section 16 of the Declaration states the Covenants and Restrictions may be changed by a majority of the then owners of lots in the McFarland Farms development;

WHEREAS, the Board of Directors of the Association has reviewed and affirmed that the following amendment to the Declaration has been approved by the affirmative written vote of at least a majority of the owners of lots in McFarland Farms development; and

NOW THEREFORE, pursuant to the foregoing, the Declaration is hereby amended by adding new Subsection E to Section 2 of the Declaration:

“E. Leasing Restrictions. The members of the McFarland Farms Property Owners’ Association, Inc. (“Association”) 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 generally maintain their property better than renters. The members of the Association want to encourage owners 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. They recognize that the Owners of homes in the McFarland Farms subdivision share the same proprietary interest in respect of the homes and the Common Areas and want to maintain the residential character of the subdivision by limiting investment purchasers, institutional buyers, and others from buying properties within the McFarland Farms subdivision solely for the purpose of leasing or renting the properties in the subdivision. For these reasons the restrictions contained in this Amendment shall apply to the leasing or renting of dwellings in the McFarland Farms subdivision.

(i) Lease Restrictions.

(a) Owner Occupied. For a period of two (2) years after the date the Owner receives legal title to the Lot, the Owner cannot lease his Lot or dwelling. During the two (2) year period, the dwelling must be occupied by at least one of the legal Owner(s) of record.

For purposes of this Section 2.E, if a dwelling is legally titled in a trust, the Owner is considered to be the grantor or settlor of the trust. For purposes of this Section 2.E, if a dwelling is legally titled in a corporation, partnership, or other similar entity, the Owner of the dwelling is the owner of the entity with the majority interest in the entity and does not include representatives, employees, agents, or guests of the entity. During the two (2) year period, the dwelling may not be occupied by anyone renting, leasing, leasing to own, or purchasing on contract the dwelling, unless the Purchase Contract is legally and unconditionally enforceable against the buyer and the Purchase Contract is recorded with the County Recorder’s office.

(b) Leases to be in Writing. All leases, including renewals of any lease in place prior to the approval of this Amendment (“Lease”), 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 Board of Directors (“Board”). Under no circumstances shall a dwelling be used for transient or hotel purposes, as a short-term vacation rental (such as Airbnb or Vrbo), or as a boarding house. A dwelling may be leased only in its entirety. An Owner’s family member that enters into a Lease with Owner is subject to all rental restrictions as set out in this Section 2.E. Roommates are permitted, provided that at least one of the Owners is an occupant of the dwelling at the same time as the roommates are occupants. In the event that the Owner is not an occupant of the dwelling, Owner may not allow members of more than one (1) single family to live in the dwelling at one time.

(c) Cannot Rent if Delinquent. No Owner is permitted to lease or rent his/her dwelling if the Owner is delinquent in paying any assessments or other charges due to the Association at the time the Lease is signed and executed. No Owner will be permitted to lease his/her dwelling if the Owner is in violation of any of the terms and conditions of the Legal Documents of the Association (i.e., Declaration, By-Laws, Articles of Incorporation, Architectural Design Guidelines, and any other rules and regulations of the Association) ("Legal Documents"). 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, even during the term of a Lease.

(d) Owner to Provide Tenants with Association's Legal Documents. The Owner shall provide copies of the Legal Documents to the tenant prior to the effective date of the Lease. The Board shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

(e) Leases to be Subject to Association's Legal Documents. All Leases shall be made expressly subject to and subordinate to, in all respects, the terms of the Legal Documents of the Association to the same extent as if the tenant were an Owner and a member of the Association. All Leases shall include a provision that a violation of any terms or conditions contained in the Legal Documents of the Association or the violation of any law or ordinance shall constitute an event of default under the Lease, which may be directly enforced by the Association or by any Owner against the tenant, with or without joinder of the Owner of such Lot. Said provision shall include the right of the Association to pursue all remedies provided in the Legal Documents, in this Amendment and at law, including but not limited to, eviction of any tenants or non-owner occupants in violation. If such provision is not stated in the Lease, it shall be deemed to be in the Lease.

(f) Provide Copies of Leases to the Association. Owners who do not reside in their dwelling as the Owner's principal residence shall provide the Board with a copy of the Lease showing the name of the tenants and all other persons residing in the dwelling. Copies of Leases may have the rental amount and personal information, such as social security numbers and birthdates, redacted.

(g) Rental Cap Number. No more than twenty-one (21) dwellings in the McFarland Farms subdivision ("Rental Cap") may be leased/rented at any point in time. Prior to the execution of any new Lease, and in addition to the requirements set forth in this Section 2.E, the Owner must notify the Board or managing agent as to the Owner's intent to lease his/her dwelling. After receiving such notice, the Board or managing agent shall advise the Owner if the dwelling may be leased or whether the Rental Cap has been reached. If the Rental Cap has been reached, the Board or managing agent shall place the Owner on the waiting list in priority order based on the date of notice from the Owner, first-come first-served, and shall notify the Owner of that Owner's position on the waiting list. Notwithstanding the above, Leases may be renewed to existing tenants without having to be placed on the waiting list, provided the Owner gives a copy of the renewal Lease to the Board within ten (10) days of the Lease being renewed.

No Owner is allowed to rent more than one (1) dwelling at a time.

When tenants vacate a dwelling, the Owner of that dwelling shall immediately notify the Board or the managing agent of such fact and that dwelling cannot be leased to a new tenant until all prior Owners on the waiting list, if any, have had a chance to rent or lease their dwellings. An Owner on the waiting list who receives clearance from the Board to lease his/her dwelling, must present a copy of an executed Lease to the Board or to the managing agent, within sixty (60) days of the date of notice that he/she may rent or lease the dwelling, or that Owner will forfeit his/her position on the waiting list.

(ii) Hardship Exceptions. The Board may use its sole discretion to grant an exception, for not more than one (1) year at a time, to an Owner if the Board determines that the Owner has a significant hardship. For purposes of this Hardship section, examples of a significant hardship may include, but are not limited to:

- (a) death of an Owner or death of an Owner's spouse;
- (b) dissolution of a marriage of an Owner(s);
- (c) extreme financial or personal hardship;
- (d) extended illness of an Owner(s);
- (e) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the dwelling due to a change of employment, military deployment, or retirement;
- (f) temporary, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners; or
- (g) any other legitimate reason as solely determined by the Board.

(iii) Owner is Still Liable. No Lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his/her responsibility to the Association and to the other Owners for compliance with the provisions of the Legal Documents or from the Owner's liability to the Association for payments of assessments and other amounts due.

(iv) Violations. If any Owner leases his/her residence in violation of the provisions of this Section 2.E, the Association and/or any other Owner may bring legal or equitable action to enjoin the violation and seek any other relief available according to the Legal Documents or at law. In the event that legal counsel is retained to enforce this Amendment or the Legal Documents, the Association shall be entitled to an award from the Owner of its costs and attorneys' fees incurred and as may be further provided for in the Declaration.

(v) Grandfathered Owner. The Rental Cap Lease restrictions contained in section (i)(g) above do not apply to any Owner ("Grandfathered Owner") who, at the time of recording this Amendment, is renting or leasing his/her dwelling for exclusive occupancy by one or more non-owner tenants, so long as such dwelling continues to be owned by the same Grandfathered Owner and rented

to the same tenant(s). However, all other lease restrictions contained in this Section 2.E shall apply to Grandfathered Owners. Grandfathered Owners must deliver copies of the executed Leases in effect on the date of recording of this Amendment to the Board or managing agent within sixty (60) days after the recording of this Amendment and shall furnish a copy of any Lease renewals within sixty (60) days after date of Lease renewal. Grandfathered Owners shall ensure that any Lease renewals, or Leases that are subsequent to the grandfathered Lease, incorporate the terms of the Legal Documents of the Association and provide that a violation of any terms or conditions contained in the Legal Documents of the Association or the violation of any law or ordinance shall constitute an event of default under the Lease, which may be directly enforced by the Association or by any Owner against the tenant, with or without joinder of the Owner of such Lot. Said provision shall include the right of the Association to pursue all remedies provided in the Legal Documents, in this Amendment, and at law, including but not limited to, eviction of any tenants or non-owner occupants in violation. Copies of Leases and Lease renewals may have the rent or compensation exchanged and personal information, such as social security numbers and birthdates, redacted.

Notwithstanding the above, all dwellings leased and owned by Grandfathered Owners shall count toward the maximum Rental Cap amount allowed. When a Grandfathered Owner of any rented or leased dwelling, sells, transfers, or conveys title to such dwelling, the Grandfathered Owner shall no longer be exempt and his dwelling shall immediately become subject to all leasing restrictions in this Section 2.E.

(vi) Notice of Restriction. Prior to the closing of a sale on a dwelling, the Owner of the dwelling shall provide to the closing agent a notice of rental restrictions to be signed by the new Owner at closing acknowledging the rental restrictions.

(vii) Burden of Proof. If at any time a dwelling is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased and subject to the leasing restrictions of this Section 2.E and the Owners shall have the burden of proving to the satisfaction of the Board that the occupancy is not in violation of the terms of this Section 2.E, including but not limited to, the delivery to the Board of a written statement of the nature and circumstances of the occupancy and any written document that is the legal basis for the occupancy.

For purposes of this Section 2.E an occupancy of a dwelling (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 Board a written purchase contract, conditional sales contract, or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the dwelling and Lot. 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 purpose of this amendment.

(viii) Foreclosures. The provisions of this Amendment shall not apply to the Association or to any institutional mortgage holder of any Lot, who might come into possession of a dwelling by reason of foreclosure, judicial sale, lien foreclosure, or deed in lieu of foreclosure, if such mortgage holder was in possession of the dwelling at the time this Amendment was recorded. This exemption is

non-transferable. These provisions shall apply to all institutional mortgage holders after the date of recording of this Amendment, but shall not apply to the Association.

(ix) Severability. If a court having proper jurisdiction holds a particular provision of this Amendment unenforceable or invalid for any reason, that provision shall be modified only to the extent necessary in the opinion of such court to make it enforceable and valid and the remainder of this Amendment shall be deemed valid and enforceable and shall be enforced to the greatest extent possible under the then existing law. In the event the court determines such modification is not possible, the provision shall be deemed severable and deleted, and all other provisions of this Amendment shall remain unchanged and in full force and effect.”

IN WITNESS WHEREOF, we the undersigned officers of McFarland Farms Property Owners’ Association, Inc., do hereby execute this First Amendment to the Declaration of Restrictions of McFarland Farms and certify that at least a majority of the owners of lots in McFarland Farms development voted to approve this First Amendment to the Declaration of Restrictions of McFarland Farms, and certify the truth of the facts stated this 24 day of June, 2026.

MCFARLAND FARMS PROPERTY
OWNERS’ ASSOCIATION, INC.

By: Amy O’Gara
(Signature of President)
Amy O’Gara
(Printed Name of President)

ATTEST:

[Signature]
(Signature of Secretary)

Amy G. Stinson
(Printed Name of Secretary)

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me a Notary Public in and for said County and State personally appeared Amy
O' Gara (President) and Amy G. Stinson (Secretary),
President and Secretary respectively of McFarland Farms Property Owners' Association, Inc. who
acknowledged execution of the foregoing First Amendment to the Declaration of Restrictions of
McFarland Farms and who, having been duly sworn, stated the representations contained herein are true.

Witness my hand and Notarial Seal this 24 day of June, 2020.

3/9/2032

Commission Expiration Date

Johnson

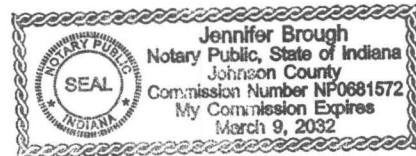
County of Residence

NP0081572

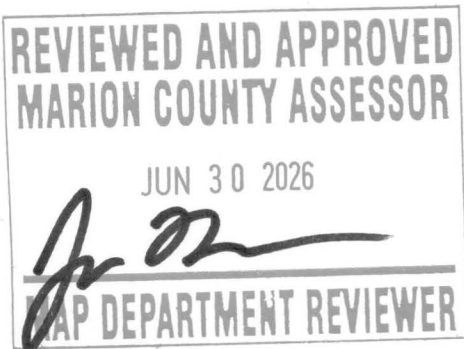
Commission Number

Jennifer Brough
Notary Public

Jennifer Brough
Printed Name



I, hereby 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. Robert D. Roache, II



This document prepared by:

Robert D. Roache, II
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