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KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER
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By: SC

Cross reference: A201300109024; A201500042484

CORRECTED
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
STONE BRIDGE

[This Corrected Fourth Amendment to Declaration of Condominium of Stone Bridge corrects the erroneous designation of the Third Amendment to Declaration of Condominium of Stone Bridge originally filed of record on May 7, 2015 as Instrument No A201500042484 as there was at that time a previously recorded Third Amendment to Declaration of Condominium of Stone Bridge, recorded on September 6, 2013 as Instrument No. A201300109024.]

WHEREAS, the Stone Bridge was first established pursuant to the Declaration of Condominium of Stone Bridge, recorded in the Office of the Recorder of Marion County, Indiana on April 19, 2006 as Instrument No. 2006-0053519, (the "Declaration"), which included as Exhibit "F" thereto the Code of By-Laws of Stone Bridge and of Stone Bridge Homeowners' Association, Inc. (the "By-Laws"); and

WHEREAS, the Declarant recorded the Amended Declaration of Condominium of Stone Bridge in the Office of the Recorder of Marion County, Indiana on May 16, 2006 as Instrument No. 2006-0069301 and the First Supplemental Declaration of Condominium of Stone Bridge in the Office of the Recorder of Marion County, Indiana on June 29, 2006 as Instrument No. 2006-0099125 and the Second Amendment to Declaration of Condominium of Stonebridge in the Office of the Marion County Recorder on April 5, 2014 as Instrument No. A201300039666 ; and

WHEREAS, Section 20(e)(ii) allows the Declaration and By-Laws to be amended with the approval of not less than two-thirds (2/3) of the Percentage Interest of the Owners; and,

WHEREAS, more than two-thirds (2/3) of the Percentage Interest of the Owners voted at a special meeting held on April 20, 2015 to amend the Declaration and By-Laws;

NOW THEREFORE, the Declaration and By-Laws are amended to read as follows:

1. Section 5.7 of the By-Laws is amended to read as follows

Section 5.7 Maintenance and Repairs. Each Owner shall promptly perform all maintenance and repair within his own Condominium Unit, which, if neglected, would affect the value of the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for, the maintenance, repairs and



3

replacements of his Condominium Unit, and all equipment serving the same. Such maintenance, repairs and replacements which each Owner is responsible to make personally and at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines which service the Owner's Condominium Unit only and are located within exterior walls of the Condominium Unit, including any lines in the area from below the floor to above the roof, if they are within an extension of the exterior walls of the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances, to include garbage disposals, dishwashers, stoves, ranges and refrigerators, telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit), doors, screens and windows (including exterior and interior of all glass and screen surfaces), lamps and interior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof.

If, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or to a Condominium Unit or Limited Area owned by or reserved for the use of others, or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. Maintenance, repairs and replacements to the Common Areas or the Condominium Units or Limited Areas shall be subject to the rules and regulations adopted from time to time by the Board.

STONE BRIDGE HOMEOWNERS ASSOCIATION, INC.

By:


Tom Mason, President

ATTEST:


Jennifer Spice, Secretary

STATE OF INDIANA)

COUNTY OF MARION)

) SS:

I, Penny Motley-Morton a Notary Public in and for the County and State aforesaid, do hereby certify that Stone Bridge Homeowners Association, Inc., by and through its President, Tom Mason and its Secretary, Jennifer Spice, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 17 day of June 2016.

I reside in Johnson
County, Indiana

Penny Lynn Motley-Morton
Notary Public (Signed)

My Commission Expires:

Penny Lynn Motley-Morton
Notary Public (Printed)

March 29 2019

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document as required by law.

SE 1722
STEPHEN R. BUSCHMANN

This document prepared by Stephen R. Buschmann, Thrasher Buschmann & Voelkel, P. C., 151 N. Delaware Street, Suite 1900 Indianapolis, Indiana 46204.

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