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Jessica Allen
Lawrence County Recorder IN
Recorded as Presented

Amendment to the Master Declaration of Covenants, Conditions and Restrictions for the Stone Crest Golf Community and By-laws for the Stone Crest Golf Community Homeowners Association, Inc.

As evidenced by the Resolution of Stone Crest Golf Community Amending Sections 4.1 and 21.1 of the Master Declaration and Covenants, Conditions and Restrictions attached hereto as "Exhibit A", pursuant to Article 20 paragraph D of the Master Declaration of Covenants, Conditions and Restrictions for the Stone Crest Golf Community, seventy (70%) or more in the aggregate of the Owners hereby consented in writing to the following amendments to the Master Declaration of Covenants, Conditions and Restrictions of the Stone Crest Golf Community and By-Laws for the Stone Crest Golf Community Homeowners Association, Inc. (hereinafter the "Declaration"):

1. Section 4.1 of the Declaration is hereby amended to read as follows:

   SECTION 4.1 Definition of "Authority Transfer Date". Class B membership shall terminate and become converted to Class A membership ("Authority Transfer Date"), upon the happening of the earliest of the following:

   (a) January 31, 2045; or

   (b) when in its discretion, the Declarant so determines and provides sixty days notice to the members; or

   (c) when, at any time after January 31, 2045, a majority of Lot or unit owners vote by written ballot to assume responsibility for management of the Homeowners Association.

2. Section 21.1 of the Declaration is also hereby amended to read as follows:

SECTION 21.1 Annexation or Deletion Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time-to-time at any time until all property described in exhibit "4" has been subjected to this Declaration or the "Authority Transfer Date" as defined in Section 4.1, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in Exhibit "4", attached hereto. Such annexation shall be accomplished by filing in the public records of Lawrence County, Indiana, a Supplemental Declaration annexing such property.

Declarant shall have the unilateral right to transfer to any other person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be an affiliate of the Declarant or the developer of at least a portion of the real property described in the Exhibits hereto and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Declarant shall also have the unilateral right, privilege, and option, from time-to-time at any time until all property described on Exhibit "A" has been subjected to the Declaration or the "Authority Transfer Date" as defined in Section 4.1, whichever is earlier, to remove portions of the Real Estate from this Master Declaration and from the Stone Crest Golf Community by filing a Supplemental Declaration identifying the portions of the Real Estate to be deleted. No portion of the Real Estate which has been platted or subjected to a Supplemental Declaration specifically incorporating this Declaration may be deleted from this Master Declaration or from the Stone Crest Golf Community and no portion of the Real Estate which is required for ingress or egress to and from the platted portions of the Community may be deleted without easements protecting the rights of Owners established in the Declaration.

A Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the Owner of such property, if other than Declarant. Any such annexation or deletion shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Passed and adopted by seventy percent (70%) or more of the Owners at a meeting of the Owners held on the 2nd day of May. 2024, held pursuant to the notice requirements of the Association, by vote of 476 for and 88 against or abstained.

STONE CREST GOLF COMMUNITY HOMEOWNERS ASSOCIATION, INC.

By: _____
President, Board of Directors

Attest:

By: _____
Secretary, Board of Directors

STATE OF INDIANA)
)SS:
COUNTY OF LAWRENCE)

Before me, a Notary Public, in and for said County and State, personally appeared the duly appointed President of Stone Crest Golf Community Homeowners Association, Inc., Larry Parsons, who acknowledged the execution of the foregoing Amendment, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 28 day of May, 2024.

EMMA BUSSE NOTARY PUBLIC SEAL COMMISSION EXPIRES 01-18-32 COMMISSION NUMBER NP0753976 LAWRENCE COUNTY STATE OF INDIANA

Emma Busse
Notary Public

STATE OF INDIANA)
)SS:
COUNTY OF LAWRENCE)

Before me, a Notary Public, in and for said County and State, personally appeared the duly appointed Secretary of Stone Crest Golf Community Homeowners Association, Inc., Thomas Acton, who acknowledged the execution of the foregoing Amendment, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 28 day of May, 2024.



Emma Busse
Notary Public

THIS INSTRUMENT WAS PREPARED BY JAMES G. PITTMAN, ATTORNEY AT LAW BEDFORD, INDIANA.

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. James G. Pittman

RESOLUTION OF STONE CREST GOLF COMMUNITY

AMENDING SECTION 4.1 AND SECTION 21.1 OF THE MASTER DECLARATION

AND COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the Stone Crest Golf Community Master Declaration, Covenants, Conditions and Restrictions for the Stone Crest Golf Community ("hereinafter Declaration") was recorded on February 7, 2005 as Instrument No. 200500001105 in the Office of the Recorder of Lawrence County, Indiana;

and,

WHEREAS, Article 4 paragraph D of the Declaration authorizes the amendment of any Declarations other than Articles 5, 6, 7, 8 and 9 by a vote of not less than seventy percent (70%) in the aggregate of the votes of all Owners;

and,

WHEREAS, the Declarant has proposed that Section 4.1 Definition of "Authority Transfer Date" of the Declaration which currently reads as follows:

> "SECTION 4.1 Definition of "Authority Transfer Date". Class B membership shall terminate and become converted to Class A membership ("Authority Transfer Date"), upon the happening of the earliest of the following:
>
> (a) when the total of all Class A votes exceed the total of all Class B votes; or
>
> (b) January 31, 2025; or
>
> (c) when, in its discretion, the Declarant so determines and provides sixty days notice to the members."

be amended to read as follows:

> "SECTION 4.1 Definition of "Authority Transfer Date". Class B membership shall terminate and become converted to Class A membership ("Authority Transfer Date"), upon the happening of the earliest of the following:
>
> (a) January 31, 2045; or
>
> (b) when in its discretion, the Declarant so determines and provides sixty (60) days notice to the members; or
>
> (c) when, at any time after January 31, 2045, a majority of Lot or unit owners vote by written ballot to assume responsibility for management of the Homeowners Association."



WHEREAS, the Declarant has also proposed that Section 21.1 Annexation or Deletion Without Approval of Class "A" Membership of the Declaration which currently reads as follows:

"SECTION 21.1 Annexation or Deletion Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time-to-time at any time until all property described in exhibit "4" has been subjected to this Declaration or January 31, 2025, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in Exhibit "4", attached hereto. Such annexation shall be accomplished by filing in the public records of Lawrence County, Indiana, a Supplemental Declaration annexing such property.

Declarant shall have the unilateral right to transfer to any other person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be an affiliate of the Declarant or the developer of at least a portion of the real property described in the Exhibits hereto and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Declarant shall also have the unilateral right, privilege, and option, from time-to-time at any time until all property described on Exhibit "A" has been subjected to the Declaration or January 31, 2025, whichever is earlier, to remove portions of the Real Estate from this Master Declaration and from the Stone Crest Golf Community by filing a Supplemental Declaration identifying the portions of the Real Estate to be deleted. No portion of the Real Estate which has been platted or subjected to a Supplemental Declaration specifically incorporating this Declaration may be deleted from this Master Declaration or from the Stone Crest Golf Community and no portion of the Real Estate which is required for ingress or egress to and from the platted portions of the Community may be deleted without easements protecting the rights of Owners established in the Declaration.

A Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the Owner of such property, if other than Declarant. Any such annexation or deletion shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein."

be amended to read as follows:

"SECTION 21.1 Annexation or Deletion Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time-to-time at any time until all property described in exhibit "4" has been subjected to this Declaration or the "Authority Transfer Date" as defined in Section 4.1, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in Exhibit "4", attached hereto. Such annexation shall be accomplished by filing in the public records of Lawrence County, Indiana, a Supplemental Declaration annexing such property.

Declarant shall have the unilateral right to transfer to any other person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be an affiliate of the Declarant or the developer of at least a portion of the real property described in the Exhibits hereto and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Declarant shall also have the unilateral right, privilege, and option, from time-to-time at any time until all property described on Exhibit "A" has been subjected to the Declaration or the "Authority Transfer Date" as defined in Section 4.1, whichever is earlier, to remove portions of the Real Estate from this Master Declaration and from the Stone Crest Golf Community by filing a Supplemental Declaration identifying the portions of the Real Estate to be deleted. No portion of the Real Estate which has been platted or subjected to a Supplemental Declaration specifically incorporating this Declaration may be deleted from this Master Declaration or from the Stone Crest Golf Community and no portion of the Real Estate which is required for ingress or egress to and from the platted portions of the Community may be deleted without easements protecting the rights of Owners established in the Declaration.

A Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the Owner of such property, if other than Declarant. Any such annexation or deletion shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein."

WHEREAS, a meeting of the owners of all of lots and/or units located in Stone Crest Golf Community, Lawrence County, Indiana, was held on MAY 2, 2024 to consider the above amendments to the Declaration.

NOW, THEREFORE, BE IT RESOLVED the undersigned, representing at least a seventy percent (70%) majority of the owners of lots or units, now stipulate and agree to amend the provisions of Section 17.1 paragraphs U and V and Section 17.2 of the Declaration as set forth above and authorize and empower the President and Secretary of the Board of Directors to execute and record, in the Office of the Lawrence County Recorder, an Amendment to the Master Declaration as stated herein.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this 2ND day of MAY, 2024.

Class B Owners (Developer) (91 total lots)

CAP, Inc. (16)

Crystal Court Unsold Lots (12)
Lots: 704-709, 712,713,716,717,719,720

Summer Lake Unsold Lots (4)
Lots: 402, 408, 409, 417

Spyglass Hill Ventures (8)

Spyglass Hill Unsold Lots (8)
Lots: 804, 819, 823, 830-834

Limestone Ventures (67)

Stone Crest Unsold Lots (9)
Lots: 104, 105, 107, 109-113, 115

Summer Lake Unsold Lot (1)
Lot: 414

Remaining Undeveloped Lots (57)

91 CLASS B VOTES

Class A Owners (109 total lots)

9 Class A Votes

SWS Development 14
Stonehenge unsold lots (~~16~~)
Lots: ~~917~~, ~~921~~, 933, 939, 943, 947, 954, 956, 962, 968, 1200, 1203, 1206, 1207, 1210, 1211

Michelle Figley & Jason Figley
Owner(s) of Lot/Unit 837
Address: 837 Spy Glass Circle
Bedford, IN 47421

Owner(s) of Lot/Unit 15 - Summer Lake Dr
Address: 415 Summer Lake DR
Bedford, IN 47421

Owner(s) of Lot/Unit 3
Address: 403 Summer Lake Drive
Bedford IN 47421

Donna Bough
Owner(s) of Lot/Unit 22
Address: 422 Summer Lake

Paul and Gale Williams
Owner(s) of Lot/Unit
Address: 345 Summer Lake Dr

Anjanette Radford | Jeremy Simpson | Penny Dillon
Owner(s) of Lot/Unit 14
Address: 114 Stonecrest Dr.
Bedford, IN 47421

Ronald & Susan Lam
Owner(s) of Lot/Unit 20 SPYGLASS
Address: 820 SPYGLASS DR
BEDFORD, IN 47421

Owner(s) of Lot/Unit 27
Address: 827 SPYGLASS DR
BEDFORD, IN 47421

Owner(s) of Lot/Unit 28
Address: 828 SPYGLASS DR
BEDFORD, IN 47421

Owner(s) of Lot/Unit
Address:

12 GLASS A VOTES

Owner(s) of Lot/Unit 16 SPYGLASS HILL
Address: 816 SPYGLASS HILL
William A. Butler

Owner(s) of Lot/Unit 19 SPYGLASS HILL
Address: 817 SPYGLASS HILL
William A. Butler

Owner(s) of Lot/Unit 18 SPYGLASS HILL
Address: 818 SPYGLASS HILL
William A. Butler

Owner(s) of Lot/Unit 335 Summer Lake Dr - Lot 5
Address: 335 Summer Lake Dr.
Greg Simons

Owner(s) of Lot/Unit 5D
Address: 315 SUMMER LAKE DR
[illegible]

Owner(s) of Lot/Unit #26 Spyglass Hill
Address: 826 Spyglass Hill Drive
[illegible]

Owner(s) of Lot/Unit 4
Address: 404 Summer Lake
Bedford [illegible]

Owner(s) of Lot/Unit #36 Spyglass
Address: 836 Spyglass Dr
[illegible]

Owner(s) of Lot/Unit 13 SPYGLASS
Address: 613 SPY GLASSS
[illegible]

Owner(s) of Lot/Unit
Address: 422 Summer Lake
[illegible]

Owner(s) of Lot/Unit
Address: 428 Summer Lake
[illegible]

Owner(s) of Lot/Unit
Address: 416 Summer Lake
[illegible]

05/02/2024

Stone Crest Golf Community

Tally of Sold, Unsold and Undeveloped Lots

	Total Lots	Sold Lots	Developer Lots
Crystal Court	20	8	12
Spyglass Hill	37	29	8
Stone Crest	15	6	9
Stonehenge	32	32	0
Laurel Lake, Summer Lake	39	34	5
Total Developed	143	109	34
Undeveloped Lots	57	0	57
Total	**200**	**109**	**91**

Voting Requirements to Amend Covenants

Class A Votes (Sold Lot Owners)	109 x 1 vote each = 109 votes
Class B Votes (Unsold Lots)	91 x 5 votes each = 455 votes
Total Available Votes	564
70% Requirement (564 x .70 = 394.8 or 395)	395

May 2, 2024 HOA Meeting

Yes Vote Tally

	Available	Actual	Multiplier	Total Yes Votes
Class A Votes	**109**	21	**x 1**	21
Class B Votes	**91**	91	**x 5**	455
			Total Yes Votes	476

Total Yes Votes / **Total Avail. Votes** = 476 / 564 = 84.4 %